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

1.0 PHA Information

PHA Name: **PRDH** PHA Code: **RQ901**

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

PHA Fiscal Year Beginning: (MM/YYYY): **06/01/2011**

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

Number of PH units: _____ Number of HCV units: **8690 + 80 HUD-VASH**

3.0 Submission Type

☐ 5-Year and Annual Plan **X**☐ Annual Plan Only ☐ 5-Year Plan Only

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

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

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

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

- To promote adequate and affordable housing, economic opportunity and suitable living environment free from discrimination.
- To promote freedom of housing choice and spatial deconcentration of extremely low and very low income families of all races and ethnic backgrounds
- To encourage, assist, and facilitate the economic independence of assisted families.

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

- **Conduct outreach efforts to potential vouchers landlords**
  - Landlord's activity at Club Rotario: The Section 8 Program Staff participated promoting the benefits of renting their units in the Section 8 Program explaining the program requirements.
  - Convention Center Activity: A booth was install to promote the Section 8 Program including the subprograms of FSS and Homeownership were participants could acquire their own units with the amounts accumulate in their escrow accounts
  - Feria de Vivienda at Plaza Las Americas: This activity was conducted to promote all the Subsidy Programs that the PRDH has for the participant's and landlords. For a whole week our staff shared in this activity promoting the Section 8 Program, sub-programs and its benefits.
  - 3era. Gran Feria de Vivienda Caborrojeña (May 4 2011): PRDH has being invited to participate in this activity stimulating the acquisition of dwellings either by buying homes or renting. We will promote the FSS program and Homeownership.
- **Expand the existing Project Based Program to increase stock of decent, safe and sanitary housing available for the elderly and disabled families**
  - Panorama Gold Project in Bayamon will assist 168 elderly families. It will be occupied in two faces of 84 elderly families. A field trip took place on April 1st. 2011 to corroborate its progress
- **Expand the Homeownership Program providing the opportunity to acquire their own home with financial and counseling assistance**
  - Shortly two (2) new families are expected to acquire their new homes
- **FSS Program**
  - We are aggressively promoting 100 slots to qualifying families from our HCV/Section 8 Program
- **Increase customer satisfaction through each of our personnel and Customer Service Unit**
- **VAWA:**

PRDH Administrative Plan was previously amended to support or assist Domestic Violence victims accordingly to the Violence against Women Act **(VAWA),** Public Law 109-162. Sections 606 and 607 amend the Section 8 and Public Housing sections of the US Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking as well as members of the immediate families from losing their HUD assisted housing as a consequence of the abuse of the abuse of which they were the victim.

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the Housing Choice Voucher Program: That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

Definitions

As used in VAWA:

Perpetrator Removal or Documentation of Rehabilitation

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the PHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

PRDH has adopted the following goals and objectives for the Domestic Violence policy;

PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

- The applicant/tenant/victim will be treated with respect and dignity
- PRDH will notify Housing Choice Vouchers owners of VAWA
- PRDH will notify vouchers holders of their rights under VAWA including the possible portability of vouchers between jurisdictions to escape an imminent threat of further domestic violence or stalking.
- VAWA will be incorporated into the landlord and tenant orientation process
- Assistance can be offer thru any of the available Housing Programs of the PRDH

6.0	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: • **Section 5: "Eligibility Criteria"** To include the note and clarify that upon evaluation, the PRDH will not consider as income the payments that are made directly to an Educational Institution in behalf of a minor by an individual who is not part of the family composition. The educational Institution must certify that those payments are made by this individual (stating the name) in favor of the minor (stating the name) and that the payments are made directly to the Educational Institution. • **Section 16: "Payment Standard":** Establishing that effective November 1st. 2010 the Payment Standard will be at 110% of the published FMR (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. • **At Central Office located in Barbosa Avenue 606 Juan C. Cordero Building, 5th. Floor, Rio Piedras, San Juan, Puerto Rico** For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* • **Homeownership**: The PRDH-HCVP administers a Section 8 Homeownership program pursuant to Section 8 (y) of the U.S.H.A. of 1937. The Homeownership Program was implemented during 2005 to target families that may be eligible in obtaining a mortgage and a total of 9 families have acquired their own units (home). This PHA included on its program, design interfacing with other federal and state programs, FSS and options at the PRDH's programs. The purpose is to further the acquisition process for the families participating in the renting program. The FSS families were re-orientated to invest the fund accumulated in the escrow accounts in the acquisition of their first home. Closing cost may be covered with those funds as well as other necessary costs. Arrangements have been made with entities for the counseling of qualifying participants on budgeting, banking services available and unit maintenance as new homeowners. • **Project Based**: This PHA provides vouchers to 9 multifamily Project Based in which **769** Elderly and Disabled families are being assisted. A new HAP will be signed shortly at Panorama Gold in Bayamon, Puerto Rico with **168** new elderly families.
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

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.

A: Housing Needs of Families in the Jurisdiction Served by the PHA

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	**Overall**	**Affordability**	**Supply**	**Quality**	**Accessibility**	**Size**	**Location**
Income < = 30% of AMI	298,438	5	5	5	5	5	5
Income > 30% but < 50% of AMI	181,139	5	4	4	4	5	4
Income > 50% but < 80% of AMI	222,508	4	4	4	4	5	4
Elderly	263,197	4	4	4	5	5	4
Family's with Disabilities	346,741	5	5	5	5	5	5
Race/Ethnicity	N/A	N/A	N/A	N/A	N/A	N/A	N/A

- Source of Information: U.S. Census Bureau, Census 2000 Geographic Area Puerto Rico & SOCDS CHAS Data: Housing Problems Output for all Households

9.0

B: Housing Needs of Families on the PHA's Waiting List

Family Type	Aguadilla Regional Office	Arecibo Regional Office	Bayamon Regional Office	Caguas Region Office	Carolina Regional Office	Humacao Regional Office	Mayaguez Regional Office	Ponce Region Office	San Juan Regional Office	Totals	%
Family	242	1386	1788	1449	1052	855	825	2086	3238	12921	89.9
Elderly	2	15	1	10	1	2	2	7	20	60	.004
Single	22	84	236	184	131	33	140	211	325	1366	9.59
Disabled	1	2	0	4	1	11	3	2	6	30	.002
Totals	267	1487	2025	1647	1185	901	970	2306	3589	14375	
Extremely-Low	260	1470	1985	1623	1166	841	959	2275	3496	14075	97.9
Very-Low	6	17	37	21	18	57	9	26	81	272	1.89
Low - Income	1	0	3	3	1	3	1	5	12	29	.002
White	263	1427	1976	1430	1179	878	953	2287	3397	13790	95.9
Black	0	1	8	1	1	3	1	1	35	51	1.16
Pacific									38	38	0.26
Not Assigned	4	57	41	216	5	20	16	18	19	496	0.34
Not Hispanic/ Latino	2	13	41	0	5	3	3	2	12	71	.004
Hispanic/ Latino	261	1417	1983	1421	1175	878	951	2286	3458	13830	96.2
Not Assigned	4	57	1	216	5	20	16	18	119	456	.03

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** 1. Expanding our Project Based Program to increase the stock of decent, safe, and sanitary housing available for the Elderly and Disabled families in our jurisdiction 2. Take reasonable measures to assure that the Waiting List is consistent with affirmatively fair housing 3. To increase the number of affordable dwelling island-wide for homeownership opportunities and rental occupancy 4. The FSS will be able to invest funds accumulated in the escrow accounts in the acquisition of their first homes 5. Provide excellent customer service through each of our personnel and Customer Service Unit who receives any complaint and is in charge of assisting the situation in the shortest possible time This PHA will continue with efforts towards housing owners to offer their units to Section 8 participants, providing prompt rent payments, rental occupancy meetings with landlord's through-out the island are being conducted during fiscal year to assure availability of units by size, quality, location and accessibility.
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5- Year Plan. • As part of the mission and goals the PRDH will encourage more Families to participate and acquire their unit dwelling as homeowners. • Continue graduating FSS families, these participating families have been re-oriented explaining that the escrow account balance can be used in the acquisition of their first home (closing cost may be covered with those funds). • It was approved by HUD en exception in income targeting for project based to assure occupancy requirements. • The PRDH will continue to invite housing owners to offer their units to the Section 8 participants providing prompt rent payments. We will continue conducting and assisting seminars and meetings with the Landlord Associations. (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" or "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. The PRDH will amend or modify its plan upon the occurrence of any of the following events, if and only if, the events are not included in the approved annual plan during the term of the approved plan, as it constitutes a significant amendment and substantial deviation/modification: Specifically, the following will be considered to constitute a substantial deviation or significant amendment or modification: • Changes in admissions, eligibility policies with respect to the selection of applicants from the waiting list. • Changes in the policies regarding the manner in which tenant's rent is calculated. 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 or modification of either the Five Year or Annual Plans.

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

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

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

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Resident Advisory Board (RAB) comments.

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

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

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

DEPARTAMENTO DE LA VIVIENDA
Gobierno de Puerto Rico

"Hoy construimos un mejor Puerto Rico"

April 5, 2011

Mrs. Olga Sáez
Director
US Department of Housing an Urban Development
San Juan Field Office
Office of Public Housing
Parque Las Américas I # 235 Federico Costa Street
San Juan, Puerto Rico 00918

RE: Annual Plan for FYB 2011

Dear Mrs. Sáez:

Enclose please find a copy of the Annual Plan for Section 8 Housing Choice Voucher Program, RQ901 for HUD's Fiscal Year beginning 2011.

Should you need any additional information, feel free to contact Elliot Gómez Méndez at 787-274-2527 extension 5152.

Cordially,

Cirilo Melendez Meléndez
Assistant Secretary
Housing Subsidy and Community Development
Puerto Rico Department of Housing

NOTA ACLARATORIA

En el día de hoy, 10 de febrero de 2011 en el suplemento de **Hogar y Construcción** el anuncio del proyecto **Alondra** en San Lorenzo se corrige el ejemplo de pago mensual; el mismo debe indicar lo siguiente:

5.875%	**Restantes**	Pago mensual (P&I)
Interés Anual	**35años**	$695

AVISO

DEPARTAMENTO DE LA VIVIENDA
Gobierno de Puerto Rico

"Hoy construimos un mejor Puerto Rico"

PLAN ANUAL DEL PROGRAMA SECCION 8

La Secretaria de Subsidio de Vivienda y Desarrollo Comunitario del Gobierno de Puerto Rico ha preparado el Plan Anual 2011-2012 para el programa de Vales para la Libre Selección de Vivienda, también conocido por Sección 8.

El Plan y los documentos asociados a éste están disponibles para examen del público general y organizaciones sin fines de lucro y todos aquellos interesados.

El documento está disponible en la oficina central de la Secretaría de Subsidio de Vivienda y Desarrollo Comunitario, ubicado en el 5to. Piso del Edificio Juan C. Cordero Dávila, Ave. Barbosa # 606, Rio Piedras de lunes a viernes de 9:00 a.m. a 4:00 p.m.

Se invita al público general a participar de la Vista Pública que se celebrará el lunes 28 de marzo de 2011 a las 2:00 de la tarde, en el 5to. Piso en el Salón de Conferencias de la Secretaría de Planificación. Las personas interesadas en emitir comentarios sobre el Plan podrán hacerlo personalmente o por escrito a las siguientes direcciones:

Dirección física: Secretaria de Subsidio de Vivienda y Desarrollo Comunitario, 5to. Piso Edificio Juan C Cordero Dávila # 606 en la Avenida Barbosa

Dirección Postal: PO Box 21365 San Juan Puerto Rico 00928-1365

De requerir asistencia especial deberán comunicarse con el Área de Control de Calidad y Monitoria del Programa a través del 787-274-2527 extensión 6196 antes de la fecha pautada para la vista pública.

Lcdo. Miguel B. Hernandez Vivoni
Secretario

Esta publicación se requiere según lo establece el 24CFR 903.17

www.vivienda.gobierno.pr

Feb. 10, 2011 Primera Hora

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DEPARTAMENTO DE LA VIVIENDA
Gobierno de Puerto Rico
"Hoy construimos un mejor Puerto Rico"

PRDH
HCVP – SECTION 8

LIST OF SUPPORTING DOCUMENTS AVAILABLE FOR REVIEW

ANNUAL PLAN FY 2011

- Plan Certification of Compliance with the PHA Plans and Related Regulations
- State/Local Government Certification of Consistency with Consolidated Plan
- Consolidated Plan for the jurisdiction in which the PHA is located
- Section 8 Administrative Plan
- Section 8 Rent Determination (Payment Standard) Policies (see Adm. Plan)
- Section Informal Review and Hearing Procedures (see Adm. Plan)
- Cooperative Agreements between the PHA and the TANF Agency
- FSS Action Plan for Section 8
- Most recent fiscal year audit (2009-2010) of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

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 PHA Annual Plan for the PHA fiscal year beginning _7/2011___, 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.

Puerto Rico Department of Housing
PHA Name

RQ901
PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years 2010 - 2015

__X__ Annual PHA Plan for Fiscal Years 2010 - 2011

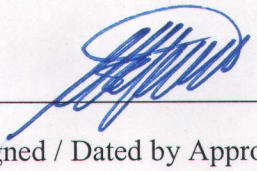
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C.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

Name of Authorized Official	Title
Miguel B. Hernández Vivoni Esq.	**Secretary of Housing PRDH**
Signature	Date 4/4/2011

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, Miguel B. Hernandez Vivoni, Esq. the Secretary of Housing certify that the Five Year and Annual PHA Plan of the Puerto Rico Department of Housing is consistent with the Consolidated Plan of Puerto Rico prepared pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official

INTRODUCTION

This Department of Housing administers assistance for rent to extremely and very low-income families of the Commonwealth of Puerto Rico, under the tenant-based voucher program, the project-based voucher program, the Family Self Sufficiency Program, the Family Unification Program. This Housing Agency provides service to seventy eight (78) municipalities that encompasses the Commonwealth, through nine regional offices, strategically located throughout the Island. This offers the opportunity to serve families in the poorest sectors of Puerto Rico.

This Department of Housing has the vision: that all families in Puerto Rico should have the opportunity to either rent or posses a decent home.

Mission Statement

The HA will direct its goal to achieve three major objectives:

- Provide decent, safe and sanitary housing for extremely and very low-income families while maintaining the rent payments at an affordable level.

- Promote freedom of housing choice and spatial deconcentration of extremely and very low-income families of all races and ethnic backgrounds.

- Provide incentives to private property owners to rent to extremely low and very low-income families by offering timely assistance payments.

In addition, this Department of Housing has the following goals for the Program:

- To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.

- To encourage, assist, train and facilitate the economic independence of assisted families.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer.

- Improve the Department's management and service delivery efforts through effective and efficient management of its staff.

- Seek problem-solving partnerships with residents, landlords, community, and government leadership.

- Apply limited HA resources to an effective and efficient management and operation of the Section 8 program.

Purpose of Policy

The purpose of the Administrative Plan is to establish guidelines for the HA staff to follow in determining eligibility for the HCV Program. The basic guideline for this plan is governed by requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan. These requirements are binding upon applicants, residents, landlords and this HA alike Notwithstanding the above, changes in applicable federal law or regulation shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations). The Housing Agency is responsible for complying with all changes in HUD regulations regarding the HCV Program.

The Secretary of the Department of Housing of the Commonwealth of Puerto Rico must approve the original plan and any changes, copy will be provided to HUD.

Primary Responsibilities of the Puerto Rico Department of Housing:

- Informing eligible families of the availability of Section 8 assistance.
- Encouraging owners to make their units available for lease by Section 8 participants.
- Determining the maximum amount of housing assistance payments that can be used for family-paid utilities and posting the utility allowances annually.
- Receiving applications from families and determining their eligibility for assistance.
- Inspecting Section 8 units to determine they meet or exceed Section 8 Housing Quality Standards.
- Approving Leases.
- Making Housing Assistance Payments to owners.
- Performing annual and periodic re-examinations of income, family composition and redetermination of rent.

Objectives

The Department of Housing has the following objectives:

- To promote the overall goal of providing decent, safe and sanitary housing by using the assistance provided through the HCV Program to eligible families in private rental housing; therefore increasing the housing stock for extremely low and very-low income families.

- Improve the Island's housing stock by requiring participating landlords to meet Section 8 Housing Quality Standards for their rental properties.

- Facilitate the efficient management and compliance with Federal Regulations by establishing policies that will enhance the efficiency and effectiveness of the Section 8 program and staff.

- Comply in letter and spirit with the Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and national origin.

- The Housing and Community Development Act of 1974 reflects Congress's intent that where possible, the nation's existing housing stock should be preserved. The Section 8 Program will allow the HA to utilize new and existing housing stock.

EXPANDING HOUSING OPPORTUNITIES

Mission

The mission of this HA is to provide opportunity for extremely low and very-low income families to obtain assistance to rent decent, safe and sanitary housing units outside areas of poverty or minority concentration. With this in mind, our staff provides information to the families on the availability and opportunity of mobility in order to improve their housing opportunities.

This HA serves the seventy eight (78) municipalities that conform the Commonwealth of Puerto Rico, through nine (9) regional offices, strategically located throughout the Island. Our voucher holders can lease units located in any of the municipalities disregarding which regional office initially provided the voucher and families can also move from Municipality to Municipality as desired, as long as the tenant does not breach the lease.

In addition, new participants are informed at briefing of the portability procedures to any other HA out of the Commonwealth of Puerto Rico.

Outreach to Owners:

This HA encourages participations of owners of suitable units located outside areas of low income and/or minority concentration by:

- Holding periodic meetings with the only organization of landlords, which encompasses the owners of units for rent in the metropolitan area, the Association of Landlords of Puerto Rico, Inc. This association has created a Section 8 Committee whose members have specialized knowledge on the Housing Choice Voucher Program procedures and benefits, and offers their members with orientation together with this HA staff.

- PRDH, Housing Subsidy Directors and/or Coordinators are frequently participating as speakers for large number of members of the Association of Landlords of Puerto Rico, Inc. and with various realtors groups.

- The PRDH management participates in radio programs in which a broad audience is provided with details on the requirements and procedures of the HCVP. These radio programs give the audience opportunity to call the station and discuss details on HCV Program requirements and procedures that are aired.

- This HA provides additional and extraordinary customer services to owner, by one on one referrals and immediate coordination for interview with voucher holders, when management staff is notified of any vacancy on their projects units or the readiness of any new construction.

- Direct personal contact with other owners.

Outreach to the Needy Families:

The extremely and very low-income families of Puerto Rico are concentrated mainly in the Public Housing Projects and in the communities identified by the government as "Special Communities". These families are frequently impacted with information on the HCV Program, by:

- Highly assisted public activities in most of these public housing project and special communities, in which the highly needed governmental services are provided directly in these projects and communities. During these direct services the HCV Program fill out lots of families are oriented and fill out the programs pre-application.

- Handing out brochures that contains information of HCV Program in highly attended public activities directed to the elderly.

The HA will offer prompt payment of their rents and full cooperation and orientation regarding the program requirements. The HA will also offer higher rents to landlords who are willing to make their units accessible to families with disabled members.

SECTION 2

PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal of State law or regulations (Reference HUD form 9886).

The Agency accepts the obligations to maintain only such information on individuals as is relevant and necessary to the performance of its functions, to maintain that information with such accuracy, relevancy, timeliness and completeness ads is reasonably necessary to assure fairness in determinations made by the Agency about the individual, to obtain information form the individual to the extent practicable, and to take every reasonable step to protect that information from unwarranted disclosure.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

The HA's policy regarding release of information will conform to State and local laws that restrict the release of family information.

Any information concerning the condition of a person's disability must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an 'as needed' basis in cases where an accommodation is under consideration. The Director of the Section 8 program must approve all requests for access and granting of accommodations based on this information.

The HA will furnish prospective landlords with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address. A statement of the HA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

All applicants' files will be kept so as to safeguard the privacy of applicants and program participants. All files will be kept in a secure location, which is only accessible, by authorized staff.

All files must be signed for when removed from the secured file storage area. The staff person who signs as utilizing a file is responsible for its security. Files will never be left unattended or placed in common areas.

Family information contained in files will not be discussed by staff, unless there is an official reason to do so. Improper use of family information disclosure will be reason for disciplinary action.

SECTION 3

DEFINITION OF TERMS

Section 24 part 5 and Section 982.4 Definitions effective from time to time are incorporated by reference as if fully set out herein. Copies of these regulations are available in the HA Office. The definitions herein will be considered as this PHA's policies.

Absorption: In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family.

Adjusted Income: Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

- A deduction of $480 for each member of the family (other than head of household or spouse) who is:

    1. Seventeen (17) years of age or younger, or

    2. Who is eighteen (18) years of age or older and a verified full-time student and/or disabled or handicapped, according to this Section.

- A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) less than thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).

- A deduction of $400 for Elderly Family who is head, spouse or sole member is sixty-two (62) years of age or is older and/or handicapped or disabled according to this Section.

- A deduction for any elderly family:

    That has not no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) if total Annual Family Income

    That has Handicapped Assistance Expenses greater than or equal to three percent (3%) of Total Annual Family Income, an Allowance for Handicapped Assistance, as computed above, plus an allowance for medical expenses that is equal to the Family's medical expenses.

That has Handicapped Assistance Expenses that are less than three percent (3%) of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three percent (3%) of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.

A deduction for any family that is not an elderly family, but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent (3%) of Total Annual Income, but this allowance may not exceed the employment received by the family member who is able to work as a result of the assistance to the Handicapped or disabled person. This deduction is allowed only to permit a member of the household to work.

- Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers. The results are ported in the HA office.

Note: If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the HA established minimum rent.

Administrative Fee: Fee paid by HUD to the HA for administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD.

Administrative Fee Reserve: (formerly "operating reserve") Account established by HA from excess Administrative fee income. HA administrative fees may only be used to cover costs incurred to perform HA administrative responsibilities for the program in accordance with HUD regulations and requirements.

Administrative Plan: The Administrative Plan describes HA policies for administration of the tenant-based programs. This document is the Administrative Plan for the HA.

Admission: the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

Adult: An adult is:

21 years or older
18 years of age and married (not common law)
A person that has been relieved of the disability of non-age by the juvenile court
A person that has been emancipated by the adult with legal custody on him or her, through court disposition.

Note: In Puerto Rico an adult is a person 21 years of age or older, unless he or she has been emancipated by the adult with legal custody over him or her. Only persons who are adults according to the local law shall be eligible to enter into a lease agreement for occupancy.

Annual Contributions Contract: A written contract between HUD and a Housing Authority (HA). Under the Contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

Annual Income: Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy. Annual income includes, but is not limited to, the following: (Ref: 24 CFR 5.609)

- The full amount, before any payroll deduction of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses).

- Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. The family may deduct any withdrawal of cash or other. Assets from the operation of a business or profession from income, except to the extent the withdrawal is reimbursement of cash or assets in the operation.

- Interest dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property.)

- An allowance for depreciation is permitted only as authorized in the second paragraph of this section. Any withdrawal of cash or assets from an investment will be included income, except to the extent the withdrawal is reimbursement of

cash or assets invested by the family. Where the family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment.

- Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay.

- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

  The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus.

  The maximum amount that the welfare assistance agency could in fact allows the family for shelter and utilities. If the families' welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

- Periodic and determinable allowances, such as alimony, child support payments, and regular contributions gifts, including amounts received from any person/s not residing in the dwelling. This includes payments made directly to schools, universities, child care, inclusion on health plans, and purchases of clothes, books, or any other expense made by a person not living in the unit on behalf of one of the participant family.

- All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are in the unit. (See "hazardous duty pays".)

- Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support (like social security).

- Veterans Administration compensation (Service connected Disability or Death Benefits).

Note: If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Applicant: (Applicant family) A family that has applied for admission to a program, but is not yet a participant in the program.

Budget Authority: An amount authorized and appropriated by Congress for payment to Housing Agencies under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

Child: A member of the family, other than the family head or spouse, who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment.

The HA will not normally determine care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child for a child because of some type of disability and or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

Child Custody: An applicant/participant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

- The Applicant/participant must have primary custody of the child.

- The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant.

Note: More than one applicant cannot claim the same child.

Citizen: A citizen of the United States.

Continuous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any Housing Act program when the family is admitted to the Section 8 program. This PHA will consider that a family is continuously assisted if it had been receiving assistance under the program not more than three (3) months before the date any action is being considered to reinstate the family in the program.

Contract Authority: The maximum annual payment by HUD to an HA for a funding increment.

Dependent: A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with disability, or is a fulltime student. An unborn child shall not be considered a dependent.

Disabled Person: (See "Handicapped Person"). The correct term is "Person with Disability".

Displaced Family: A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
Domicile: The legal residence of household head or spouse as determined in accordance with State and local law.

Drug-Related Criminal Activity:

- Drug-trafficking, which is: The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 USC 802), or

- Illegal use, or possession for personal use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 USC 802).

Elderly Family: A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

Elderly Person: A person who is at least sixty-two (62) years of age.

Evidence of Citizenship or Eligible Immigration Status: The documents that must be submitted to evidence citizenship or eligible immigration status [Reference CFR 5.508 (b)].

Exception Rent: In the voucher program, the HA will adopt a payment standard.

Extremely Low-Income Family: A family whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. Not less than 75 percent of the families admitted to the PHA's tenant-based voucher program during the PHA fiscal year from the PHA waiting list shall be extremely low income families. The PHA may admit a lower percent of extremely low income families during its fiscal year if HUD approves the use of such lower percent by the PHA.

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), that would be required to be a paid in the housing market area that are decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR.

Familiar Status: A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 19 years are processed for occupancy the same as single persons (Reference Federal Register published February 13,1996, pages 5,662 and 5,663). In Section II (Reinventing Parts 812 and 912 of the Federal Register it is stated):
"The April 10,1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age 18 years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

Family: The term "family" as used in this policy means:

- Two or more persons related by blood, marriage, or by operation of law.
- A family, with or without children, who live regularly together as a single household in the dwelling unit.

- The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size.

- By definition, a family must contain a competent adult of a least 21 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of household.

Note: If an individual is 18 or over and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease. There must be some concept of a family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

The following are some of the families, besides the regular family:

- An elderly family

- A near-elderly family

- The remaining member of a tenant family

- A single person who is not elderly or displaced person or a person with disabilities or the remaining member of a tenant family.

Note: Housing assistance limitation for single persons: A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family, may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (Ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96.)

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid, NOT the SIZE of the UNIT. (The utilities allowance to be considered shall be that **for the size** of the unit being occupied.)

Family Self-Sufficiency (FSS) Program: The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 USC 1437 u). Reference 24 CFR, part 984.

Family Share: The portion of rent and utilities paid by the family.

Family Unit Size: the appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

FMR/Exception Rent Limit: The Section 8 Existing Housing fair market rent published by HUD Headquarter, or any exception rent. For a tenancy in the voucher program, the HA may adopt a payment standard up to the FMR/exception limit, which is 110% of the published FMR.

Foster Children: With the prior written consent of the HA, a foster child may be added as a Section 8 participant.

SECTION 4

APPLYING FOR ASSISTANCE

How to Apply:

Families wishing to apply for housing assistance shall complete an application for housing assistance. The HA will make sure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner.

Applications will be accepted at the following locations:

- Aguadilla Regional Office
  Kennedy Ave. (in front of Jose de Diego Public Housing Project)
  787-274-2527 Ext. 2901 - 2906

- Arecibo Regional Office
  Expreso Salida 77 A Carr. 129 Intersección Ave. Constitución
  C/65 Infantería, antiguo Edif.. Cruv Sector La Herradura
  Detrás del Correo del Coto, Arecibo
  787-274-2527 Ext. 2501 - 2512

- Bayamón Regional Office
  Carr. 2, esq. 167, Santander Bldg, Fifth floor
  787-274-2527 Ext. 2000 – 2012

- Caguas Regional Office
  Government Center, First Floor, Suite 10
  787-274-2527 Ext. 2701 – 2711

- Carolina Regional Office
  Ave. Muñoz Rivera, Esq. Molinillo, Carolina, Government Center
  787-274-2527 Ext. 2101 – 2109

- Humacao Regional Office
  Government Center
  Boulevard del Río, desvío Carr. 3,Ramal Torre 2 Third Floor
  787-274-2527 Ext. 2801 – 2806

- Mayagüez Regional Office
  Calle Méndez Vigo # 200, Esquina Oriente
  787-274-2527 Ext. 2801 - 2806

- Ponce Regional Office
  Calle Cristina # 36 Ponce
  787-274-2527 Ext. 2301 - 2311

- San Juan Regional Office
  Ave. Barbosa 606, en el estacionamiento multipiso, San Juan
  787-274-2527 Ext. 5154 - 5163

The main office of the Department is located at:

- Main Office
  Department of Housing of the Commonwealth of Puerto Rico
  Ave. Barbosa 606, 5 th floor, San Juan
  787-274-2527 Ext. 2401 - 2419

Completed applications will be accepted for all applicants and the information verified at each regional office.

Application may be made in person at the offices mentioned above during specified dates and business hours posted at each HA's office.

A pre-application will be accepted by telephone. An announcement will be placed in the bulletin boards of each regional office and the local newspapers to notify the public about this service. An employee will take the information required to determine eligibility, and will fill in a pre-application form. The applicant will be notified at the moment if, by the information given, the family is eligible.

The application must be dated, time stamped, and processed at the Selection Unit.

Individuals who have a physical impairment which would prevent then from completing application in person may call the HA to make special arrangements to complete their application. A telecommunication Device for the Deaf (TDD) is available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

Closing of Application Taking

If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next 12 – month period.

Opening of Application Taking – Family Outreach

If the waiting list has been closed, when the HA decides to restart taking applications, the following procedures will be followed:

Note: The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means, the availability and nature of housing assistance for eligible families.

The Notice must contain the following

- Advise families that applications will be taken at the designated offices.
- Briefly describe the Housing Assistance program.
- State that families interested must specifically apply for Section 8 assistance and that applicants for Section 8 assistance may also apply for Public Housing, and they will not lose their place on the Section 8 Housing waiting list if they also apply for Public Housing.
- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as will public service announcements will be made.

Application Period (Dates)

The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of Section 8 Certificates or Housing Vouchers, as well as multifamily units within the Moderate Rehabilitation and Project based Programs.

Missed Appointments for Applicant or Participant

Missed Appointment Without Notification:

An family or person whose applications or recertification is being processed, but fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply any certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete application
- Bringing in verification information
- Program briefing
- Leasing signature briefing
- HQS inspections
- Recertifications
- Interim adjustment
- Other appointments to bring in documentation as listed in this Plan
- Schedule counseling sessions

Process when appointments are missed

For most of the functions above, the family may be given two (2) appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing. If the representative of the HA makes a determination in favor of the applicant or participant, the HA will comply with decision, unless the HA is not bound by a hearing decision concerning a matter for which the HA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554 (c) and 982.555 (b).

Letters Mailed to Applicants by the HA

If an applicant claims not having received a letter mailed by the HA, that requested to provide information or to attend an interview, the HA will determine whether the letter

was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicants can provide evidence that the family was living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. Applicants must notify the HA, in writing, if their address changes during application process.

Misrepresentation by the Applicant or Participant

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount, which should have been paid.

In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

SECTION 5

ELIGIBILITY CRITERIA

Amended February 17, 2010

Eligibility Requirements:

All individuals who are admitted to the Section 8 Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:

- The applicant family must qualify as a family.
- The applicant family's Annual Income must not exceed income limits established by HUD for the Section 8 Program.
- The applicant must be citizen or a noncitizen that has eligible immigration status.

Head of Household must be:

- 21 years of age or older
- 18 years of age and married (not common law) or
- A person that has been relieved of the disability on non-age by a juvenile court or emancipated by the adult with custody through legal action.

To reduce administrative and subsidy errors an EIV (Enterprise Income Verification) report will be conducted after 30 to 60 days of admission to the HCV Program. This PHA uses the Enterprise Income Verification Subsystem [EIV] as an Upfront Income Verification [UIV] to verify the household income of program participants, as a key strategy in reducing income and rent errors attributable to unreported income and to increase accuracy and efficiency in determining family eligibility and computing rent calculations. Subsequently, EIV reports will be downloaded from PIC before annual re-examination and interim recertification at each Regional Office. Evaluation of said report will be conducted by Technicians and Supervisors.

- The applicant agrees to pay the rent required by the subsidy program under which the applicant will be admitted.
- The unit will be the family's only residence.
- The applicant meets the Federal or the HA's established preference requirements, where applicable, and any uniform tenant selection criteria.

- The applicant must be a citizen or a noncitizen who has eligible immigration status.

Ineligible:

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list of offered Section 8 assistance under the following circumstances:

If the applicant's annual family income exceeds the Income Limits established by HUD and published in the Federal Register, the applicant will be declared ineligible.

Informed of Ineligibility

If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the HA within the time frame established by the HA for the meeting.

Single Person

In addition, under Section 24 CFR 5.405, the HA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (Ref. CFR 5.403). Single persons are only eligible for a one bedroom voucher.

Declaration of Citizenship

Section 214 of the Housing and Community Development Act of 1980 prohibits Housing Agencies from making financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizens in HUD's assisted housing programs. This law is referred to as the "Non-citizens Rule" and is effective June 19, 1995.

When the HA verifies that applicant is eligible

The HA must receive information verifying that an applicant is eligible within the period of 60 days before the HA issues a voucher to the applicant.

Continuously assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing act program when the family is admitted to the voucher program.

Adding a Person to the Program

Once an applicant becomes a participant in the HA's tenant-based program, the head of household must request permission to add another person to the program (except for birth, adoption or court awarded custody of a child). The person being added must meet all eligibility requirements before the HA will approve any addition to the program.

If any new family member is added, family income must include any income of the additional family member. The HA will conduct an interim examination to determine such additional income, and will make appropriate adjustments in the housing assistance payment.

SECTION 6

VERIFICATION AND DOCUMENTATION

(Amendment Feb.12, 2009)

(Amended Feb.17, 2010 to eliminate Credit Bureau Report requirement and include EIV Reports)

Verification Procedures

General Policies

The HA shall verify family income, composition, status of full time students, value of assets, factors allowing a preference before an applicant is issued a voucher. The HA will ensure that proper authorization from the family is always obtained before making verification inquires.

Methods of Verification

Upfront Income Verification

This PHA uses the Enterprise Income Verification Subsystem [EIV] as an Upfront Income Verification [UIV] to verify the household income of program participants, as a key strategy in reducing income and rent errors attributable to unreported income and to increase accuracy and efficiency in determining family eligibility and computing rent calculations. EIV reports will be downloaded from PIC before annual re-examination and at each interim recertification at each Regional Office. Evaluation of said report will be conducted by Technicians and Supervisors.

Third Party Verification

Third Party Verification is considered to be the most effective means of verifying information provided by the family. Verification forms will be sent by mail to the appropriate third party with a request that the form be returned via mail within a two (2) week period. If the verification document is not received within the required period of time, HA staff will be advised to note the file accordingly and proceed with the third party oral verification. The reason for not having third party verification must be certified in writing and filed on the applicant's or participant's File.

The HA will not accept verifications delivered by the family except computerized printouts from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensations

Oral Verification

Oral third party verification will be effectuated only when written third party verification was not possible to obtain. Oral third party verification will take place throughout a phone call to the source. When used, staff will be required to complete a form noting whom they spoke with, the date of conversation, and the facts provided to them.

The HA may accept faxed or e-mailed document as third party verification.

Documentation

Social Security Number (SSN)

Families are required to provide Social Security Numbers for all family member age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration.

The family must submit the SSN, or sign a certification if they have not been assigned a SSN. If the individual is under 18, his or her parent or guardian must execute a certification. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next reexamination or next rent change.

Verification will be conducted by providing a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card when confronted with the original and would be signed by HA's staff.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He/she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided:

These documents include:

- Driver's license that displays the SSN
- Identification card issued by a Federal, State, or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs

- IRS Form 1099, or W-2 form
- Benefit award letter from government agencies
- Medicaid cards
- Unemployment benefit letter
- Retirement benefit letter
- Life Insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
- Verification of Social Security benefits with the Social Security Administration

If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

Applicants may not become participants until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by an HA's representative, and it will be documented, in writing, and placed in the applicant's file.

Additional Documentation that may be required in determining eligibility:

- Temporary Assistance to Needy Families (TANF)
- Birth certificate, or driver's license that displays the date of birth and/or form(s) that are issued by a Federal State, City, or County Agency that displays the date of birth. Baptism Certificate will also be allowed.
- Credit references (History)
- Employer's verification
- Employer's Identification Number [EIN] and applicable consent form.
- Landlord verification
- Social Security benefits
- Supplemental Social Security Income (SSI) Benefits
- Assets verification
- Bank accounts: checking accounts - $500 + balance
- Savings accounts - $1.00 + balance

- Marriage Certificate. If not available, the following information is acceptable
    - Drivers license that displays the same address and last names
    - Federal tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period
    - Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple. The couple must also certify in their application for assistance that they are married.

- Personal references: Personal references (other than from family members) may be used when an applicant cannot produce prior rental history records.
- Certification of Good Behavior published by the Puerto Rico's Police Department for all members 18 years or older.
- Current reports from drug treatment centers or facilities, if applicable.
- Unemployment Compensation
- Veterans benefits
- Documentation to support medical expenses
- Any other reasonable information needed to determine eligibility may be requested

A person or family member that has committed acts of fraud or has an arrest record, including a drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community, will not be allowed to be a participant on the program. The HA will conduct closer inquiry to determine whether the family should be denied admission. The HA shall prohibit assistance to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

Individuals who have been evicted from any housing complex for engaging in criminal activities, including drug-related criminal activities will be denied assistance or the assistance terminated.

Individuals who have entered in violation with the Administration of Public Housing will not be eligible to our Program. Some of this violation could be rent debts, incomes and family compositions among other possible issues to be evaluated.

Separated Couples with Children

Separation means the ending of co-habitation by mutual agreement. If an applicant or participant is separated from a person and has children by that person or former spouse, the applicant or participant must provide at least one of the verifications listed below:

- A final divorce decree.
- Child Support Court Order.
- Verification that applicant is pursuing child support through Department of the Family throughout its Child Support Unit ("ASUME") or the Judicial System.
- Receiving TANF through the Department of Family for former spouse's children
- A statement from current landlord (not family) verifying that he/she knows that the applicant or participant and spouse have not lived together for the last six months or more.
- Income tax statements from both husband and wife indicating that both filed income taxes separately the last year and that they filed from different addresses.
- A written statement from a shelter for victims of violence, law enforcement agency or social services agency in which they certify that the applicant or participant is subject of physical abuse.
- Food stamp verification, if no other documentation is available.

Separated Couples - No Children

If applicant or participant is separated from a person and has no children with that person, the applicant or participant must provide at least one of the verifications listed below:

- A final divorce decree.
- Income tax statements from both husband and wife indicating both filed income taxes separately the last year and from different addresses.
- Evidence that the applicant has filed suit for divorce because of physical abuse.
- A written statement from a shelter for victims of violence, law enforcement agency or social services agency in which they certify that applicant needs housing due to physical abuse.
- Food Stamp verification, if no other documentation is available.

U. S. Citizenship Verification and Appeal Procedures

The HA will follow the verification procedures provided by HUD and verify the person or persons declaration of U. S. citizenship through the INS SAVE system. All family members must sign a written declaration of their citizenship or immigration status using the Form provided by HUD according to Section 214 of the Housing and Community Development Act of 1980.

Once the verification is completed and verification from the INS SAVE system confirms the declaration of U. S. Citizenship and the applicant meets all other conditions for occupancy, the applicant will be processed for assistance.

If the INS SAVE system does not confirm U. S. citizenship, the HA must request that a manual search be conducted of INS records. The HA must request the secondary verification (manual search) by INS [Form G8455] within ten (10) calendar days of receipt of the initial failed verification. INS will issue a decision within 30 days of the request for a secondary verification. If the secondary verification fails to confirm eligible immigration status, the HA shall notify the family of the right of appeal to INS. If INS is unable to issue a decision within thirty (30) days, the INS will inform the family and the HA of the reasons for the delay.

When the HA receives a copy of the INS decision and the decision does not confirm the declaration of U. S. citizenship, the HA will notify the family of its right to request an informal hearing. The informal review will be conducted in accordance procedures established by the PHA.

Assistance to an applicant may not be delayed, denied, or terminated, if:

- The primary and secondary verification of any immigration documents that were timely submitted has not been completed.
- The family member of whom required evidence has not been submitted has moved.
- The family member who is determined not to be in an eligible immigration status following INS verification has moved
- The INS appeals process has not been concluded

Assistance to a tenant may not be terminated, if:

- The HA informal hearing process has not been concluded
- Assistance is prorated.

Assistance to an applicant shall be denied or tenant's assistance shall be terminated, upon the occurrence of any of the following:

- Evidence of citizenship (i.e., the declaration) is not timely submitted
- The family does not pursue its right to a HA informal hearing.
- The final determination after the appeal or hearing decisions is decided against the family member.

If assistance is denied or terminated, adequate notice must be provided to the family, which shall advise:

- That the assistance has been denied or terminated, including a brief explanation of the reasons for such conclusion.
- In the case of a termination of assistance, of their right to an informal hearing.

Criminal Records

All adult applicants and tenants shall provide a criminal records certificate issued by the Police Department of the Commonwealth of Puerto Rico. If decided by the PHA, an applicant or participant could be required to complete an "Authorization for Release of Information". The HA shall request a National Crime Information Center (NCIC) check for criminal history for an applicant or tenant. Applicants and tenants may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the HA pursuant to the agreement between the U. S. Department of Housing and Urban Development and the U. S. Department of Justice regarding access to National Crime Information Center Data.

Before the HA takes any adverse action based on a criminal conviction record, the HA must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant housing assistance. For participants, the copy will be provided in accordance with the HA's Informal Review or Hearing Procedure.

The HA will keep all-criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/tenant that are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other then for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to

those employees approved by the Executive Director or its designee such as regional Supervisors.

Records shall be destroyed once action is taken and any grievance procedure, or court proceeding is completed. A notice of record destruction shall be maintained in a separate file.

All other criminal records will be kept in each applicants or participants correspondent file.

The HA will work through their local law enforcement agencies to obtain information from NCIC. Also, the HA may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or tenant may not be charged for any expenses related to the investigation.

SECTION 7

SECTION 8 APPLICANT SELECTION PROCESSING
Tenant Based Voucher, Project Based Voucher, Family Self Sufficiency, And Family Unification

General Amendments effective March 2009
****Amendment for Special Admissions December 8, 2009 and March 8.2010***

Equal Opportunity

The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny any family the opportunity of applying for Housing Choice Voucher Assistance.

Types of Selection

The HA may admit an applicant for participation in the program either:

- As a special admission (See definition below.)
- Income Limits Targeting for Project Based
- Target Funding
- As a waiting list admission
- As a Preference

Special Admissions

Special Admissions will be considered without regard to the waiting list. Applicants who are admitted under the Family Unification subprogram and HUD-VASH Vouchers (Veterans Affairs Supportive Housing) are identified as Special Admission. These vouchers are target for the homeless veteran's population. HUD-VASH vouchers program is a collaborative partnership between the Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA). HUD provides housing to homeless veterans with Housing Choice Section 8 vouchers, while VA provides case management and supportive services to promote and maintain recovery and independence in community-based housing.

The Administration of Public Housing (AVP) is a Program under the Puerto Rico Department of Housing (PRDH) as well as other programs under the Department, special circumstances will be considered and evaluated to assure that assistance can be approve as continuously assisted families. (*Amendment for the Administration of Public Housing (AVP) December 8, 2009*

The HA will maintain records showing that the family was admitted as a special admission. Also families residing in a project under a Project-Based Voucher HAP contract, at or near the end of the HAP contract term are considered as special admissions.

Income Limits Targeting for Project Based

There are two income limits that are used to determine eligibility for the Housing Choice Voucher program and a third that is used to assure that the PHA has met its target for assisting the neediest families in the community. This HA has adopted a discretionary policy regarding income-targeting and is establishing an exception to the admission for the Project Based program at 80 percent of the area median income (low-income) families.

For the approval of this exception, the project manager must demonstrate that after a reasonable efforts and actions, it has not been able to identify eligible families. They also should be capable of establishing that the occupancy of the project is not possible with the income limits published by HUD. Reasonable efforts must include:

- Selecting families from Section 8 waiting list, both state and adjacent cities
- Selecting families from Public Housing's waiting list
- Evidence of promotion and marketing efforts
- Evidence to support that there is an elderly population which income limits is more than the very low income but is within the low-income limits and is willing to rent and occupy their project.

Targeted Funding

HUD has awarded the HA special funding for families who qualify under the Family Self Sufficiency or the Family Unification sub-programs. Self-Sufficiency Program participants must have previously been a participants of the Section 8 program. If not possible, this HA will consider families on its Waiting List that are willing to participate in such sub-program. HUD-VASH Vouchers (Veterans Affairs Supportive Housing) are identified as Special Admission. These vouchers are target for the homeless veteran's population. HUD-VASH vouchers program is a collaborative partnership between the Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA). HUD provides housing to homeless veterans with Housing Choice Section

8 vouchers, while VA provides case management and supportive services to promote and maintain recovery and independence in community-based housing.

Admissions to these Programs are considered as "special admissions".

Organization of the Waiting List

Each Regional Office will keep its own waiting list. A copy of each regional waiting list is kept at the Central Office, to assure compliance with federal regulations. A Master Record will be kept at Central Office for control on the issuance and cancellations of vouchers. The Central Office will monitor each Regional Office for control of the program budget.

Except for special admissions, participants must be selected from the respective waiting lists of the regional office in which they originally applied at.

Each waiting list will contain the following information for each applicant listed:

- Sequence number
- Applicant's name and social security number
- Family unit size (number of bedrooms for which family qualifies under HA occupancy guidelines
- Date and time of application
- Racial and Ethnic designation of Head of Household
- Pull-out date (date of selection)
- Status of application in the Waiting List

Order of Selection from the Waiting list

This HA's Waiting List has merged applications for the Tenant-Based and the Project-Based Voucher Programs, so as to provide applicants with the units that become available according to their status on the Waiting List. When a Housing Choice Voucher or a unit at a Project-Based is available, the HA will select the family at the top of either the preference waiting list or the regular waiting list in accordance with this Section. The order of admission from the waiting list may not be based on family size, or on the family unit size for which family qualifies for under the HA occupancy guidelines. If the HA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the HA may not skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

Considering, however, the provisions of Deconcentration Rule contained within this policy, the HA shall supercede the selection of applicants based on date and time and local preference and proceed to skip families on the waiting list to accomplish this goal. This type of selection will be considered as a Special Admission.

Waiting List Preferences

Admissions from the waiting list will be on a **first come first served basis**. However, families subject to following requirements will be considered without regard to the waiting list procedures. Preferences will have two categories, in which FIRST category will be selected before a SECOND category preference. Nevertheless, the issuance of such preference will be subject to applicants due diligence in promptly complying with required documentation and strong evidence of alleged situation. ALL PREFERENCES WILL BE SUBJECT TO PROGRAM DIRECTORS OR ITS DESIGNEES APPROVAL.

A FIRST category preference will be provided to applicants in the following circumstances:

- **INVOLUNTARY DISPLACEMENT BECAUSE OF NATURAL DESASTER**

  Involuntary displacement applicants are required to vacate housing as a result of a disaster (fire, flood, earthquake, hurricane, etc.) that has caused the unit to be uninhabitable.

- **WITNESS OR VICTIM OF CRIME**

  Applicants who have been a witness or having provided information on criminal activities to a law-enforcement agency and, after a threat assessment, the law enforcement agency recommends re-housing the family to avoid or reduce risk of violence against the family. The family must be part of a Witness Protection Program or law enforcement agency, which must certify to the HA that the family is part of such or a similar program.

  The HA will take precautions to ensure that the new location of the family is concealed in cases participation in a Witness Protection Program.

- **PHYSICAL IMPAIRMENT**

  Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements

of the unit and the owner is not legally obligated to make changes to the unit. The applicant must provide medical record.

Critical elements are entry and egress of unit and building/a sleeping area/a full bathroom/a kitchen if the person with a disability must do his/her own food preparation/other.

- **GOVERNMENTAL ACTION**

  Subject to federal, state or local government action related to code enforcement, public improvement or development because of conversion of the applicant's housing unit to non-rental or non-residential use, closure of the unit for rehabilitation or other government use. Also due to HUD disposition of a multifamily project under Section 203 of the Housing and Community Development Amendments of 1978.

  A person who is evicted or displaced for non-payment of the rent will not be considered as involuntary displaced and will not be accepted as an applicant for the program. (Effective December 2008)

- **SUBSTANDARD HOUSING**

  Substandard Housing – For this purpose substandard housing is defined as inhuman conditions of the dwelling unit that endangers the health, safety or well being of the family. Such conditions must be personally verified and documented by the PHA's staff. The dwelling unit must be under dilapidated conditions; for purposes of meeting the substandard criteria "dilapidated" means the units does not provide safe and adequate shelter, and in its present condition endangers the health, safety or well-being of a family, or the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding.

- **MENTALLY-ILL HOMELESS PERSON**

  Mentally Ill Homeless - For this purpose a mentally ill homeless person is defined as:
  - A person with a persistent mental illness;
  - That has been provided with a rehabilitation or stabilization process by a state certified institution;
  - That is stable within his/her condition;
  - Has developed skills to reincorporate themselves into society, and
  - Is capable of managing an independent unit dwelling

Their stableness and skills needed to reincorporate the applicant into society must be certified by Administrator of the state's "Administration for Mental Health Services", which will supervise the continuity of supportive services, necessary for the adequate adaptation of the applicant into the community.

In order to receive the FIRST category preference, applicants who have been displaced must not be living in "standard, permanent replacement housing which are decent, safe and sanitary. Standard replacement housing does not include transitory facilities, hotels, motels and temporary shelters. It does not include any individual imprisoned or detained pursuant to State Law or an Act of Congress.

A SECOND category of preference will be provided to applicants in the following circumstances:

- **VICTIM OF DOMESTIC VIOLENCE**

  Is defined as follows: Actual or threatened physical violence against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family. The threatened physical violence must have occurred recently or be a continuing nature. To qualify for this preference, the abuser must still reside in the unit from which the victim was displaced. The applicant must certify that the abuser will not reside with her or him. The HA will require a certification from an employee of a victim service provider from whom the victim has sought assistance in addressing domestic violence. Preference and assistance will be provided to the domestic Violence Victim by any of the PRDH Programs, that is, all explained applications will be referred at first to the Public Housing Administration / "Administración de Vivienda Pública", thereafter, and depending on the availability of vouchers by the Housing Choice Voucher Program.

- **VETERAN (not associated with HUD-VASH Program):**

  Veteran's Preference - Among applicants on the waiting list, a second category preference will be provided to Veterans. For this purpose a veteran is defined as a person who has served in the active military service of the United States in the Army, Navy, Air Force, Marine Corps or Coast Guard and who has been released from service under one of the following characterizations:

  - Honorable discharge (HD), or
  - Under Honorable Conditions (UHC).

  The applicant should request that a copy of the veterans DD-214 be provided by fax directly to the regional office of the PRDH. If not possible this document must be presented by the applicant and verified by the PRDH technician directly with Veterans Administrations Office.

- **CHILD ABUSE**

Child Abuse – A preference will be provided to a family in which such preference will protect the best interest of a minor that is under circumstances that constitute child abuse. This preference will only be provided when public housing is not an option, for one of the following reasons: (1) lack of availability in public housing projects in the family's residential area, adequately certified by the Public Housing Administrator, or (2) when the legal custody of the minor(s) is given to an elderly (62 and over). Applicant must obtain a court determination stating that he/she is, or is likely to be, the legal custodian of the minor(s). Throughout this preference the child under abusive circumstances will be provided with a safe and sanitary unit and most of all a home free of violence.

- **VICTIM OF A HATE CRIME**

An applicant whom a member of the family has been the victim of one or more hate crimes, and the applicant has vacated the unit because of the crime or the fear of such a crime has destroyed the applicant's peaceful enjoyment of the unit. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his property and is based on the person's race, color, religion, sex, national origin, disability or familial status (including sexual orientation) and has occurred recently or is of a continuing nature.

The HA will require evidence of the particular circumstances which must by signed by the Executive Director of the Agency or by the District Attorney.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

Admissions under the Deconcentration Rule

The rule establishes that the HA has to admit no less than 75% of its new admissions to families that have income at or below 30% of the area median income [extremely low income]. Most of the applicant families with income under 30% of the area median income are from poverty and minority concentration areas.

This agency will encourage owners of properties outside poverty or minority concentration areas to offer their units to applicants on our waiting lists. The Agency gives them the service of offering their units by filling out a form with the information on

the available houses. Each regional office keeps a register of these houses by unit size and municipality. These registers are informed and available to the families when they receive a voucher.

The agency offers owner prompt rent payments and the opportunity to offer their units for rent without having to advertise them.

Periodic meetings with current and prospective owners explaining and updating the program requirements will be held.

Special Assignments

In order to comply with the programs requirements, for Family Self Sufficiency and the Family Unification Programs, as well as for the participants under the TANF program, as required by the QHWRA, this HA has signed Memorandum of Agreements with the Department of the Family and with the Right to Work Administration, in order to satisfy the needs of the families under the program who must attain self-sufficiency.

Preference Verification

The HA will verify all preference claims at the time of application. If the claim cannot be demonstrated at time of application, the family will be maintained on the regular waiting list. The qualification of a preference must be performed by the regional office and requires the written approval of the Director or Coordinator of the Program.

Removing applicants from the waiting list

The HA will remove an applicant's name from the waiting list for the following:

- When the family receives a voucher and executes a lease with an owner.
- When the applicant do not respond to an HA request for information or updating.
- When the applicant refuses to sign the Release of Information form required by the program.
- When the applicant refuse the HA's offer of the kind of housing assistance available and offered for a second time.

An applicant on the HA's Section 8 waiting list who refuses the HA's initial offer for housing assistance will not lose its place on the waiting list because of its refusal. If the family refuses a second offer, the HA will remove the family from the waiting list.

If applicants falsify documents or make false statements in order to qualify for the assistance provided by the Program, they will be removed from the Waiting List. Individuals who have enter in violation with the Administration of Public Housing (AVP) will not be eligible to our Program. Some of this violations could be rent debts, or income omissions and family's composition among other possible issues to be evaluated.

An ineligible family, for whatever reason, will not be placed on the waiting list.

Procedure for Removing an Applicant's Name from the Waiting List

When the applicant is selected for the waiting list and informed to submit required documentation, if no action is taken by the selected applicant the HA will notified, in writing, that they have ten (10) calendar days from the date of the written correspondence, to respond to the HA's request. The correspondence will also indicate that their names will be removed from the waiting list if they fail to respond within the time frame specified. The HA's system of removing applicants' names from the waiting list will not violate the rights of disabled persons.

If an applicant's failure to respond to a request from the HA for information or update was caused by the applicant's disability, the HA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on the waiting list based on the original date and time of their application, if the applicant provides evidence that he/she did not respond due to a disability. If the disability is not apparent, the HA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to her/his disability.

Purging the Waiting List

To ensure that the HA's waiting list reflects the most current applicant information, the waiting list will be updated and purged on a monthly basis. Applicants should contact the HA every six months, to confirm their continued interest. The HA allows a grace period of 15 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

If an applicant is removed from the waiting list for failure to respond, he/she will not be entitled to reinstatement unless there is evidence of some extenuating circumstances that

did not allow them to respond to the HA request. This determination needs the written approval of the Director or Coordinator of the Program.

Monitoring the Selection from the Waiting List

Selection from the waiting list is strictly monitored by staff at Central Office by comparison of dated applicants have been selected with the waiting list kept at such office for each of the nine regional offices.

Disposition of files

Inactive application files will be kept for five (5) years (required by state law) on separate files before disposal.

SECTION 8

ISSUANCE OF A HOUSING VOUCHER, OR ASSISTANCE UNDER THE PROGRAM, AND ORIENTATION TO THE FAMILIES

Briefing Attendance Requirement:

All families (head of household) are required to attend the briefing when they are initially assigned with a housing voucher. No Housing Voucher will be awarded unless the household representative has attended a briefing.

The purpose of the briefing is to go over the packet prepared for new tenants in order to inform them about the program, so that they may be able to discuss it with potential landlord or project owners.

Failure to attend a schedule briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

Format of the Briefing:

When a family is initially issued with a Housing Voucher, a full explanation (oral) of the following shall be provided to assist the Family in finding a suitable unit and to apprize the Family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions, depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below: (Reference 24 CFR 982.301).

- A description of how the program works
- Family and Owner Responsibility
- Where the Family may lease a unit, including renting a dwelling unit inside or outside the HA jurisdiction.
- If the family is assigned a multifamily project unit, a copy of the house rules will be enclosed in the packet.

Note: For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the briefing must include an explanation of how portability works. The HA may not discourage the family from choosing to live anywhere in the HA jurisdiction, or outside the HA jurisdiction under portability procedures.

If the family is currently living in a high poverty census tract in the HA jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.

When issuing a Housing Voucher, the HA shall give the Family a Section 8 Participant's Packet, which includes: (Reference 24 CFR 982.301)

- **The initial term of the Housing Voucher is 60 days.** A Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the HA to inquire about assistance the HA can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the 60- day period, unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval, the clock is stopped and/or suspended on the term of the certificate or voucher (See "Suspension"). When the clock is stopped (suspended), the time remaining will be reinstated to the initial 60 – day period of the Voucher, if necessary. If the unit is not approved for any reason, the remaining days will be reinstated to the initial term of the voucher. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.

  To accelerate lease-up this HA could issue a housing choice voucher that could expires in 30 days.

- **Requesting for extension of the term.** A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the HA, primarily for the following reasons:

  - Extenuating circumstances such as family member with disabilities, hospitalization, or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60 day time period will be reason for an extension of the voucher. The HA representative will verify the extenuating circumstances prior to granting an extension.

- The family has evidence that they have made a consistent effort to locate a unit and request support for services from the HA, throughout the initial 60 – day period with regard to their inability to locate a unit.
- The family has turned in a Request for Lease Approval prior to the expiration of the 60 – day time period, but the unit has not passed HQS.

- **Time Period for Extensions:** A PHA representative may grant one or more extensions not to exceed a total of 60 days. The initial term plus any extension **MAY NOT** exceed 120 calendar days from the beginning of the initial term. However, considering the difficulty in searching for housing, this HA will consider extending the voucher period, as it may deem necessary, with evidence of efforts to lease a unit. This policy will apply to disabled or regular non-disabled families if there is sufficient verified evidence of the need for the extension.

- **How the HA determines the housing assistance payment for a family:**
  - Information on the payment standard and the HA utility allowance schedule.

- **What the family should consider in deciding whether to lease a unit, including:**
  - The condition of the unit
  - Whether the rent is reasonable
  - The cost of any tenant-paid utilities and whether the unit is energy - efficient. The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping.

- **Where the family may lease a unit.** For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the information packet must include an explanation of how portability works.

- **The HUD – required "lease addendum".** (The lease addendum is the language that must be included in the lease.)

- **The form of request for lease approval**, and an explanation of how to request HA approval to lease a unit.

- **A statement of the HA policy on providing** information about a family to prospective owners

- **The HA subsidy standards,** including when the HA will consider granting exceptions to standards.
- The HUD brochure on **how to select a unit**
- **The HUD lead-based paint (LBP) brochure**
- **Information on federal, state and local equal opportunity laws** and a copy of the housing discrimination complaint form.
- **A list of landlords** or other parties known to the HA who may be willing to lease a unit to the family, or help the family to find a unit.
- Notice that if the family includes a disabled person, the family may request a current listing of **accessible units** known to the HA that may be available.
- **Family obligations** under the program.
- The grounds on which the HA may **terminate assistance** for a participant family because of family action or failure to act.
- **The informal hearing procedures.** This information must describe when the HA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

Approval of Lease and Execution of Related Documents:

When a family finds a unit, and the owner is willing to lease the unit under the program, the family may request the HA to approve the lease and unit. This HA has a model as contract, so to assure full compliance with HUD and local government requirements.

Note: Property Owners cannot participate in the program if they are disapproved by the Housing Agency.

The HA will perform an initial inspection not later than fifteen (15) calendar days from the request for lease approval. If the HA determines that a unit which an Eligible Family wishes to lease meets the HQS and the proposed Lease is approved, the HA shall notify the Owner and the Family of its determination of Lease approval.

Not later than ten (10) working days after receiving notification from the HA, the Owner and the HA representative shall execute and sign the HAP Contract. At the same day, after the contract is executed, the Owner and the family shall execute and sign the Lease

and provide a copy to the HA. This HA has established that this process be completed at the Agency's office. The family cannot occupy the unit until the HAP and the lease have been executed by all parties.

The HA shall retain the following in its files:

- The Request for Lease Approval
- The approved lease
- Inspection report
- HA certification that the current rent being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for five years to comply with HUD and local regulations.
- Executed HAP Contract.

SECTION 9

HAP CONTRACTS AND OWNER RESPONSIBILITY

Owners must sign an Addendum to HAP Contract certifying that are in compliance and have no debts with the Department of Labor and Human Resources, Unemployment and drivers insurances, IRS "Departamento De Hacienda de P R", CRIM "Centro de Recaudaciones Municipales". Certify compliance for the past 5 years with IRS "Departamento de Hacienda" and have no debts and have not been accuse of any offence against the Public Treasury good faith which involved public funds on state or federal properties.

The HAP Contract

- The HAP Contract must be in the form required by HUD.
- The term of the HAP contract is the same as the term of the lease.
- The amount of the monthly housing assistance payment by the Agency to the owner is determined by the Agency in accordance with HUD regulations and other requirements. The amount of the housing assistance payment is subject to change during the HAP contract term.
- The monthly housing assistance payment by the Agency is credited toward the monthly rent to owner under the family's lease.
- The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to the owner. The owner must immediately return any excess payment to the Agency.
- The owner may not demand or accept any rent payment from the tenant in excess of this maximum rent, and must immediately return any excess rent payment to the tenant.

Owner responsibilities

- The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

The owner is responsible for:

- Performing all management rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the is suitable for tenancy of the unit.
- Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- Complying with equal opportunity requirements.
- Preparing and furnishing the Agency information required under the HAP contract.

- Collecting from the family any security deposit and the tenant contribution or family share.
- Any charge of unit damage by the family.
- Enforcing tenant obligations under the lease.
- Paying for utilities and services (unless paid by the family under the lease).
- For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities.

Owner breach of contract

Any of the following actions by the owner (including a principal or other interested party), is a breach of the HAP contract by the owner:

- If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
- If the owner has violated any obligation under the HAP contract under the Section 8 program.
- If the owner charges rent in excess of the rent established on the lease.
- If the owner does not pay the utilities that are not included in the lease.
- If the owner does not return the security deposit, as establishes by the local law.

Owner debarred

The HA must not approve a unit if the HA has been informed (by HUD or otherwise) that:

- The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing act or the federal equal opportunity requirements and the action is pending.
- A court or administrative agency has determined that the owner violated the Fair Hocusing Act or other federal equal opportunity requirements.

HA Administrative Discretion:

The HA will deny approval to lease a unit from an owner for any one of the following:

- Owner has committed any criminal act (Committed crime, Illegal possession of weapons, sex offender, among others) and is actually serving time under electronical supervision or under parole.
- Owner has violated obligations under a HAP contract.
- Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program or with the government of the commonwealth.
- The owner has engaged in drug trafficking.

- The owner has a history or practice on non-compliance with the HQS requirements, state or local housing codes.
- The owner has not paid State or local real estate taxes, fines, or assessments.
- The owner does not return the security deposits when due.
- The owner has demanded or accepted payments in excess of rent determined by the Agency.

The Agency rights and remedies against the owner under the HAP contract include recovery of overpayments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

Note: After May 18, 1998, if the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HAP must not approve the unit. However, if the housing authority determines that approval of the unit would provide reasonable accommodations for a family member who is a disabled person, the unit may be approved.

Automatic termination of HAP contract

The HAP contract terminates automatically 180 calendar days after the last assistance payment to the owner.

Third parties

The HAP contract shall not be construed as creating any right of the family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the agency, or the owner under the HAP contract.

Owner responsibility for screening applicant's suitable for tenancy

The HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's responsibility.

Family's Background:

An owner may consider a family's background with respect to such factors as:

- Payment of rent and utility bills.
- Caring for a unit and premises.
- Respecting the rights of others to the peaceful enjoyment of their housing.
- Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy.

Information Provided Owner concerning Tenancy:

The HA must give the owner the family's current address (as shown in the HA records) and the name and address of the landlord at the family's current and prior addresses, if known to the HA. The HA will provide information to an owner for all participants when the HA possesses the following:

- The tenancy history members, or
- Drug-trafficking by family members.

SECTION 10

WHERE A FAMILY CAN LEASE A UNIT WITH TENANT BASED ASSISTANCE AND PORTABILITY PROCEDURES

Assistance in the Initial HA's Jurisdiction:

The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial HA.

This part covers:

- Assistance for a family that rents a dwelling unit in the jurisdiction of the Agency that originally selected the family for tenant-based assistance.
- Portability assistance for a family to whom the Agency rents a unit outside the Jurisdiction of the initial PHA.

Eligible housing

The following types of housing may not be assisted by the Agency in the tenant-based programs:

1. A public housing.
2. A unit receiving project-based assistance.
3. Nursing homes, board and care homes, or facilities providing continual psychiatric or nursing services
4. College or other school dormitories
5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions.
6. A unit occupied by its owner or by a person with any interest in the unit
7. A unit whose owners has been disapproved by the Agency or HUD

A family may not receive the benefit of tenant-based assistance while receiving the benefit of other housing subsidy, for the same unit or for a different unit, as established on 24 CFR 982.352.

Portability – Assistance Outside the Initial HA Jurisdiction:

Families living in the jurisdiction of the initial HA may receive tenant-based assistance to lease a unit outside the initial HA jurisdiction:

- In the same State as the initial HA

- In the same metropolitan statistical area (MSA) as the initial HA, but in a different state

- In an MSA that is next to the same MSA as the initial HA, but in a different State, or

- In the jurisdiction of an HA anywhere in the United States that is administering a tenant-based program.

Note: Nonresident applicants (applicants that do not live in the legal jurisdiction of the initial HA) that apply for tenant-based assistance do not have any right to lease a unit outside the initial HA's jurisdiction during the twelve (12) month period from the time the family is admitted to the program. However, the family may lease a unit outside the initial HA's jurisdiction under portability procedures if both the initial HA and the receiving HA agree.

The initial PHA must not provide portable assistance for a participant if the family has moved out of its assisted unit in violation of the lease.

The following apply during the 12 month period from the time when a family is admitted to the program.

- The family may lease a unit anywhere in the jurisdiction of the initial PHA.
- The family does not gave any right to portability.
- The initial PHA may choose to allow portability during this period.

If both the initial and receiving PHA agree, the family may lease a unit outside the PHA jurisdiction under portability procedures.

Income Eligibility for portability:

- For admission to the voucher program, a family must be income eligible in the area where the family initially leases a unit with assistance in the program.

- A portable family transferring must be income eligible for the new program in the area where the family leases an assisted unit.

- If a portable family was already a participant in the initial HA voucher program, income eligibility is not redeterrmined.

Leasing in Place:

If the dwelling unit is approvable, a family may select the dwelling unit occupied by the family before selection for participation in the program.

Freedom of Choice:

When the family selects eligible housing that meets all program requirements, the HA may not directly or indirectly reduce the family's opportunity to select among available units.

Portability – Administration by the Initial HA Outside the Initial HA's Jurisdiction:

When a family moves under portability to an area outside the initial HA's jurisdiction, the initial HA must administer the assistance for the family if:

- The unit is located within the same State as the initial HA's, in the same MSA as the initial HA (but in a different Stat), and
- No other HA with a tenant-based program has jurisdiction in the area where the unit is located.
- If the above conditions exist, the family remains in the program of the initial HA. The initial HA has the same responsibilities for administration of assistance for the family living outside the HA's jurisdiction as for other families assisted by the HA within the HA's jurisdiction.
- The initial HA may choose to use another HA, a private management entity or other contractor or agent to help the initial HA administer assistance outside the HA's jurisdiction.

Portability – Administration by Receiving HA:

When a family moves under portability to an area outside the initial HA's jurisdiction, the receiving HA must administer assistance for the family with a tenant-based program. If there is more than one HA, the initial HA may choose the receiving HA.

Portability Procedures:

The PHA will initially limit portability to extreme need cases until the program grows sufficiently to support ample opportunity where the householder needs to move because of a job opportunity, disabled family member in need of specialized medical services available in the particular area, and other conditions to be further defined.

This PHA will evaluate and consider issues of available funding before the approval of a portability request, therefore, should funding issues arouses this PHA will offer the participant to ask the receiving PHA to absorb the family into their jurisdiction.

The initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must promptly notify the receiving HA, and comply with receiving HA procedures for incoming portable families.

The initial HA must give the receiving HA the most recent HUD Form 50058 for the family, and related verification information. If the receiving HA opts to conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit, unless the recertification is necessary to determine income eligibility.

When the portable family requests assistance from the receiving HA, the receiving HA must promptly inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program. The receiving HA must determine whether to extend the voucher term.

The family must submit a request for lease approval to the receiving HA during the term of the receiving HA or voucher. The receiving HA must determinate the family unit size is determined in accordance with the subsidy standards of the receiving HA. The receiving HA must promptly notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher. To provide tenant-based assistance for portable families, the receiving HA must perform all HA functions, such as reexamination of family income and composition.

Absorption by the Receiving HA:

If funding is available for the receiving HA, when a voucher is received, the receiving HA may absorb the family into the receiving HA's voucher program.

Note: HUD may require a receiving HA to absorb all or a portion of the portable families.

Portability billing:

The receiving HA may bill the initial HA for housing assistance payment and administrative fees. The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments (HAP) made by the receiving HA for the portable family.

The amount of the HAP for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA program. The

initial HA must promptly reimburse the receiving HA for 80 percent of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based program from the receiving HA. HUD may reduce the administrative fee to an initial HA, if the HA does **not promptly reimburse the receiving** HA for housing assistance payments or fees on behalf of portable families.

This HA determined that **promptly** means not later than forty-five (45) days from the initial date of the portability and every three months thereafter.

If an HA does not process billing on time, it will have to absorb the portable family.

SECTION 11

ABSENCE FROM ASSISTED UNIT

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent from the unit for a determine period of 14 consecutive calendar days which will be notify to the landlord and the HA. At least a telephone number must be provided to the landlord and the HA for emergency's purposes.

The HA may approve absences in excess of 14 consecutive calendar days for vacation, hospitalization or other good cause as presented to the HA by the head of household. The HA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

Note: In an emergency situation exists, such as hospitalization, the head of household must notify the HA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situation.

Continued Assistance after Family Break

The HA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse, or any adult member of the household must notify the HA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the HA and request a determination. The request must be made within 10 calendar days of the break-up. The HA will consider the following factors in making this determination:

- Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.
- Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.
- Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

The HA will issue a determination within 10 calendar days of receipt of the request for an informal hearing. The person requesting the determination may request an Informal Hearing in accordance with the HA established procedures if they disagree with the determination of the HA.

Note: If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

SECTION 12

SUBSIDY STANDARDS

The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. The subsidy standards must be applied consistently for all families of like size and composition.

The family unit size as determined for a family under the HA subsidy standard is used to determine the maximum rent subsidy for a family assisted in the voucher program.

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Subsidy Standards to be applied by this HA:

Number of Bedrooms	Number of Persons	
	Minimum	**Maximum**
1	**1**	**2**
2	**2**	**4**
3	**3**	**6**
4	**4**	**8**
5	**5**	**10**

Section 8 participants shall be issued a Voucher based on the subsidy standard listed above. In determining family unit size for a particular family, the HA may grant an exception to the above subsidy standard if the HA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or on-bedroom unit, unless a live in aide resides with the family. Any live in aide must be approved by the HA, in advance, and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live in aide must be counted in determining the family unit size. A medical certificate indicating health condition and need for a living aide must be provided before its approval.

A single person can rent a larger unit size if the owner agrees to accept the rent for a zero or a one bedroom unit.

A family that consists of a pregnant woman (with no other persons) must be treated as a **two-person** family, but only for determining the number of bedrooms. The woman must submit a certificate of at least four-month pregnancy.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

Small children of different sex may have their own bedroom, or share one, as may be require by the family.

The HA may grant an exception to its established subsidy standards if the HA determines that the exception is justified by the age, sex, health, handicap or other personal circumstances. Medical certificates will be required when considering an exception based on health or handicap.

Size of unit occupied by family

The family may lease an otherwise acceptable dwelling unit with fewer bedrooms than the family unit size. However, the dwelling unit must meet the applicable HQS space requirements.

The family may lease an otherwise acceptable dwelling unit with more bedrooms than the family unit as long as the gross rent required does not exceed the payment standard of the number of bedrooms required and assigned by the PHA.

Violation of HQS space standards

If the HA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the HA must issue a new voucher, and the family and the HA must try to find an acceptable unit as soon as possible.

If an acceptable unit is available for rental for the family, the HA must terminate the HAP contract in accordance with its terms.

SECTION 13

HOUSING QUALITY STANDARDS AND INSPECTIONS

Inspection Standards *Amended 8/31/09

Before a unit can be approved for occupancy under Section 8 program, the unit must meet the performance requirements set forth in 24 CFR 982.401, which are the Housing Quality Standards (HQS).

Any Special circumstances will be evaluated and consulted as set in the established State Codes of Certified Electricians and Plumbers.

Housing Quality Standards

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS are required both at initial occupancy and during the term of the lease, that is, throughout the assisted tenancy. HQS standards apply to the building and the exterior premises, as well as the unit.

Inspections of private landlord's property

When the HA receives a Request For Tenancy Approval (RFTA), the HA shall inspect the unit within fifteen (15) days from the request for compliance with the HA's housing quality standards (HQS). This HA will strongly try to comply with the inspection requested in a period that will not exceed seven (7) days. If there are defects or deficiencies with HQS standards they must be corrected in order for the unit to comply with HQS standards, the owner must be advised in writing by the HA of the work required to be done before a Contract is executed. The unit will be re-inspected to ascertain that the necessary work was performed and the unit met the HQS standards for occupancy.

***PRDH has established that for the new admission inspection and:**

- **The unit must be ready to be inspected and when water and electricity are provide by the owner they must be installed and free of hazardous conditions as required by regulation.**
- **When those utilities are not provided by the owner a Certification will be signed by him or she, establishing that there are no deficiencies with water and electricity connections. If a failure appears within 5 days of signing the Lease and HAP contracts, payments will be abate immediately and a new voucher will be issue to the family.**

The HA will maintain a copy of every inspection and re-inspection report for five years, with no exception. If the unit inspected requires testing for Lead Based Paint and/or the unit requires treatment of chewable surfaces based on the testing, the HA shall keep indefinitely the test results and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies that must be corrected in order for the unit to be corrected for meeting the HQS standards.

Types of HQS Inspections and requirements:

- Initial Inspections: Performed by the HA staff after receiving the Request For Tenancy Approval from the applicant. It will be conducted to determine that the unit and property meet the HQS. Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear. If the unit fails to initial HQS inspection, the family and owner will be advised to notify the HA once repairs are completed. The Owner will be given up to 30 days to correct the items noted as Fail. If the time period has elapsed the family must select another unit.
- Annual HQS Inspection: Required for tenants continuing to receive assistance and remaining in the same unit. Regional Offices Inspectors will conduct at least an annual inspection within 90 day prior to the anniversary month of the contract.
- Re-Inspections: Performed by HA staff for the purpose of verifying that the deficiencies noted in the previous inspection have been corrected and meet HQS.
- Quality Control Inspections: The Section 8 Coordinator or designated staff will re-inspect five percent (5%) (based on a random sample) of the total number of Section 8 units under HAP contract to insure that inspections are being performed in compliance with HQS standards. The Regional Supervisor may perform some of the re-inspections if necessary. The Regional Supervisor will maintain a file that documents the quality control inspections.
- Special inspections: These types of inspections may be necessary when Federal Official visits the HA to perform compliance review of the HA and/or the Owner may request a special inspection to document unit condition. Special inspections may be schedule between anniversary dates.
- Move-Out Inspections: Are not required since the HA is not responsible for damages on the property. If an Owner request a move-out inspection to substantiate a damage claim/violation of family obligation, the inspection must be completed prior to the work that will correct the damage being done. Pictures will be accepted to sustain damages. The HA may use this evidence to terminate the continuing assistance to the participant because of a family violation.

Note: The HA may only be responsible for a portion of a damage claim for HAP contracts existing **prior to October 2, 1995.**

HQS Inspection Areas:

The following areas are included in HQS inspections:

- Sanitary Facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary conditions
- Smoke detectors

Note: The HA's inspection only certifies that the unit meets HQS federal regulations and the HA is not responsible for items not included in the HQS inspection.

Acceptability Standards:

1. Smoke detectors will be required as per HUD regulations and the National Fire Protection Association. At least one smoke detector must be installed in every multiple dwelling unit. The detector must be installed on the ceiling and within 15 feet of all rooms used for sleeping purposes. There must be at least one detector for each level on which a room is used for sleeping purposes.
2. A bedroom must have a floor area of not less than 70 square feet.
3. The minimum bedroom ceiling height must not be less than seven (7) feet six (6) inches.
4. Every room used exclusively as a bedroom shall have access to at least one bathroom without passing through another room used exclusively as a bedroom.
5. Each bedroom must provide natural ventilation through a window, skylight or other acceptable opening.
6. Partitions separating rooms used for bedrooms from other rooms must be of "one-hour-fire-rated" construction.
7. The dwelling unit must include sanitary facilities within the unit. It must be in proper operating condition (proper drain and sewer trap). The unit must have a fixed basin (Lavatory) with hot and cold running water in proper operating conditions. Must have a shower or tub with cold and hot running water in proper operating conditions and afford privacy.
8. The unit must have suitable space and equipment to store, prepare, and serve food in a sanitary manner.

9. The dwelling must have a kitchen sink in proper operating condition with cold and hot running water and must drain into approved public or private system.
10. The dwelling unit must provide adequate space and security for the family. At a minimum, the unit must have a living room, a kitchen and a bathroom.
11. Exterior doors to the unit must be lockable.

HQS General Policies:

The dwelling units have to be inspected at least annually, if fail items are noticed during the inspection the staff must notify in written to the owner or tenant such findings. The Owner or Tenant must be given time to correct the failed items.

Time Standards for Repairs.

There are three guidelines to use:

1. If the item endangers the family's health or safety the owner must be given 24 hours to correct the violation.
2. For less serious failures the owner must be given up to 30 days to correct the items. This HA has established that the owner will have 20 days to correct deficiencies noted If extension is requested, additional 10 days will be granted.
3. For major repairs or weather-deferred items, the Section 8 Program Director may approve an extension beyond 30 days.

Emergency Repair Items:

The following items are considered to be of an emergency nature and must be corrected by the owner or tenant (whoever is responsible within 24 hours of notice by the Inspector. Other items may constitute an emergency at the discretion of the Inspector if they appear to represent an immediate threat to the health or safety of the family:

- No electricity or running water
- Major plumbing leaks or flooding
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits creating a fire hazard.
- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Natural gas leak or fumes
- Utilities not in service
- No running hot water
- Lack of functioning toilet
- Obstacle which prevents tenant's entrance or exit

If the emergency repairs items are not corrected in the time period required by the HA, and **the owner is responsible**, the housing assistance payment will be abate and the HAP contract will be terminated.

If the emergency repair items are not corrected in the time period required by the HA and is **a family obligation**, the HA will terminate the assistance to the family and the owner's payment will not be abate.

Abatement:

A Notice of Abatement will be sent to the owner, and the full amount of assistance will be abated effective on the first of the month following the notice.

If the owner makes repairs during the abatement period, payment will resume on the first of the month following the unit pass inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with the HQS. The notice of abatement will state that the tenant is not responsible for the HA's portion of the rent that was abated.

SECTION 14 (Amendment March 11, 2009)

DETERMINATION OF PARTICIPANT RENT AND REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

The annual reexamination determines the continued eligibility of the family and establishes the housing assistance payment (HAP) to be made on behalf of the family. The re-examination date will correspond with the anniversary date of the HAP contract. Notices to comply with the annual reexamination will begin 90 days prior to the anniversary date of the HAP contract.

Rent as initially determined or at annual reexamination will remain in effect for the period between regular reexamination of family income and composition, unless the following changes in family circumstances occur. Also, Section 8 participant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the following occurrences:

- Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income.

- Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age.

- To correct errors made when determining eligibility or at reexamination.

Note: If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the HA representative to approve a repayment schedule. The Section 8 participant must make the request, in writing, to the HA representative. The amount of the repayment will be the highest of $10 per month or ten percent (10%) of the monthly-adjusted income. The HA representative will provide the Section 8 participant with a written response to the request and if approved, the written notification will include the amount of the monthly repayment plus the due date of the first payment.

Families with zero (0) income may be requested to re-certify more frequently.

The final estimate of Family Income will be made by the HA on the basis of verified information regarding income.

Income limits will not be used as a test for continued eligibility at re-certification, but the staff should use good interviewing skills with the established interview guide to be completed by the participant and reviewed by staff to determine whether there is income that is not being reported.

Annual Re-examination:

This PHA has adopted the anniversary date of the HAP contract as the re-examination date. Families will be require to provide in person, information on income, assets, allowances, deductions and changes in family composition at least annually. Families will be notified in writing the date and location of the re-examination appointment and what are they required to bring to the interview.

A 3rd Party Verification sheet has been established to assure that all income received by the participant's monetary or not, are being correctly considered and included. The HA will sent out third party verifications wherever possible, upfront verifications methods are being established to assure compliance with federal regulations.

"In-home re-examinations" are available for the elderly or families which head of household is physically disabled.

NOTE: A family's failure to comply with the HA re-examination requirements is ground for terminating assistance. Failure to inform incomes or proper incomes will be cause for termination in the HCVP. Once the income omission is confirm a debt will be established that should be paid in full. An automatic termination will take place immediately as established in HUD 24CFR. Family could ask for installment payments and if requested, family's will be granted with the Informal Hearing Process.

Re-examination Notice to the Family

The HA will maintain a re-examination tracking system and will commence procedures at least 90 days prior to the schedule annual re-examination effective date. The HA will sent a package of documents to the family which specify the necessary documents in order to complete the reexamination process.

The following are some of the standards forms used or required by the HA when completing re-examinations:

- Family Certification: States family's composition, ages, social security numbers, status of citizenship, income and assets. This form has to be signed by the head of household.
- HUD Form 9886: Authorization for release of Information / Privacy Act Notice [to be signed by all members 18 years or older]
- Verification Forms: For income, medical and disabilities expenses.
- School Certifications
- Child Support Certification
- Form 214 "Alien Status or Citizenship"
- Privacy Act
- 3rd Party Verification sheet

Records shall be maintained by the HA to insure that every participant's income and family composition has been reexamined within a twelve-month period.

Upon completion of verification and reexamination, the participant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following:

- Any change in rent and the date on which it becomes effective.
- Any change required because of a change in the family composition.

The HA will notify both the owner and the tenant of its determination of the new rent to be paid by the tenant and the new HAP (Housing Assistance Payment).

If the family does not respond to the initial notice, the HA will send a second letter requesting to comply. In the event of failure or refusal of the family to report the necessary information, the HA will notify the intention of Termination of Assistance, providing adequate notification of their right to request an informal review within 10 business days. If an informal review is requested, it should be schedule and conducted by the HA. If not, the HA will notify the Termination of the Assistance.

Interim Re-determination of Rent:

The rent determined at admission or annual reexamination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence:

- Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any , of such family member's income. Any such additions, other than birth, must be approved, in advance by the HA and must be eligible, the same as an applicant or any prospective new participant.
- Employment, unemployment or changes in income for employment of a permanent family head, spouse, or other wage under eighteen (18) years of age or older.
- The starting of , or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Pensions (government or private), Aid for Dependent children, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts.

- Lump sum payments or retroactive payments of benefits from any of the above sources that constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

Cost of living increases in Social Security benefits or public assistance grants need not be reported until next re-examination and re-determination of rent.

Effective Dates of Interim Re-determination of Rent:

Families and owners must be notified in writing of an interim examination results and the effective date of the change in HAP and family share of the rent.

Any decrease in rent resulting from any decrease in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.

Any increase in rent resulting from an increase in family income will be made effective the first day of the second month following the date in which such increase in family income occurred and was adequately notify to the HA. The family must pay back any rent due because of failure to report such increase in family income.

- Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.

- Temporary employment/unemployment or increases and decreases in wages "for any reason" of less than 30 days will not require a rent adjustment.

NOTE: If it were found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be paying the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and/or criminal penalties. Misrepresentation is a serious program violation, which may result in termination of assistance and referred to The Department of Justice and HUD's – OIG office.

Minimum Rent Hardship Exemptions:

The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act who would be entitled to public benefits.

- The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent of increase to the existing minimum rent.

- The income of family has decreased because of changed circumstance, including loss of employment.

- A death in the family has occurred which affects the family circumstances.

- Other circumstances which may be decided by the HA on a case-by-case basis.

All of the above must be proven by the Resident, providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a resident request a hardship exemption (prior to the rent being delinquent) under this section, and the HA reasonably determines the hardship to be a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period.

SECTION 15

ADJUSTMENT TO CONTRACT RENT, PLUS MONTHLY HOUSING ASSISTANCE PAYMENTS

Contract Rent

Contract rents may be adjusted by the HA on an annual basis and for special adjustments as provided below:

- Annual Adjustment: Upon request from the owner to the HA an annual adjustment may be made if the Contract unit is in decent, safe and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and the HAP contract. The adjusted rent to owner equals the lesser of the : pre-adjusted rent to owner multiplied by the applicable Section 8 annual adjustment factor published by HUD in the Federal Register or the reasonable rent (as most recently determined by the PHA in accordance with 982.503 or the amount requested by the owner. The Contract rent may be adjusted upward. However, in no case shall the adjusted be less than the Contract rent on the effective date of this Contract.

- A special adjustment: Subject to HUD approval, to reflect increase in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments, and utilities not covered by regulated raters), but only if and to the extent that the Owner clearly demonstrates that such general increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in number 1 above of this section. The Owner shall submit financial statements to the HA which clearly support the increase. The Owner shall submit financial statements to the HA which clearly support the increase.

Utility Allowances:

At least annually, the HA shall determine whether there has been a substantial change in utility rates or other charge general applicability, and whether an adjustment is required in the Allowance of Utilities and Other Services by reason of such changes or because of errors in the determination. If the HA determines that adjustment should be made, the HA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent facts and shall furnish HUD with a copy of the adjustment schedule. (Reference 24 CFR 882.214)

Overall Limitation of Adjustments

Notwithstanding any other provisions of this part, adjustment as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

Monthly Housing Assistance Payment (HAP) Payments:

Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued in a monthly basis and mailed directly to the participating owner (due on the fifth (5) day of each month for the current month).

A copy of the check will be kept and serve as a record of payment.

SECTION 16

FAIR MARKET RENT (FMR), PAYMENT STANDARD AND RENT REASONABLENESS LIMITATION

Fair Market Rent (FMR) — Amended in February 12, 2009

HUD establishes the FMR by units' size and by municipality. The range of possible payment standard amounts is based on HUD's published FMR schedule for the FMR area in which the PHA has jurisdiction. A PHA may set its payment standard amounts from 90 percent to 100 percent of the annually published FMR's. The HUD's field office may establish an exemption payment standard over or under the abovementioned limits.

Payment Standard

Establishing the Payment Standard

Payment standard has been established within the basic range, at 110 percent of the published FMR for our jurisdiction except for the Municipalities of San Juan, Bayamón and Carolina. An exception was approved by HUD as follows: San Juan 120%, Carolina 120% and for Bayamón 114.5%.

The family share may not exceed a 40 percent of the family's monthly-adjusted income in the first year of the Program. If the family leases a unit with a gross rent at or below the payment standard, the family's share of the rent will be its Total Tenant Payment [TTP]. I f the rent for the unit is higher than the payment standard, the family's share will be higher that the TTP.

Payment Standard amounts should be high enough to allow families a reasonable selection of decent, safe and sanitary housing in a range of neighborhoods in the PHA's jurisdiction.

Revising the Payment Standard

This PHA maintains its Payment Standard amounts for each unit size in a FMR area within the basic range of 90 to 110 percent of the 40th percentile of FMR. Payment Standard has been established in 110 percent of the published FMR for this jurisdiction. Below 90 or above 110 percent of the 40th percentile of FMR requires HUD approval.

Prior to the effective date of any new FMR the PHA will review its Payment Standard Schedule to ensure that the Payment Standard remain within the basic range [90 to 110%] and determine whether adjustments are needed for some of all units sizes. PHA will likely increase payment standard as FMR increases in order to help voucher holders find units and current participants to continue to afford the units they have selected.

PHA will review the size and quality of units selected by assisted families before concluding that there is a need for a change in the payment standard amount.

PHA will review the average time required for voucher holders to find units. If determine that the amount of time required is excessive (90 days or more) an increase in the Payment Standard amount may be needed.

PHA will also review the number of voucher holders whose vouchers expire without their having leased a unit.

PHA will review rent reasonableness data and vacancy rate data to determine whether there is an ample supply of vacant units with rent below the payment standard, particularly in areas with low concentration of poverty and minority families.

Applying the Payment Standard

The payment standard is used to calculate the monthly Housing Assistance Payment [HAP] for a family under the Housing Choice Voucher Program.

The HAP is calculated by determining the lower of:

- Payment Standard minus the Total Tenant Payment, or
- Gross Rent for the unit minus the Total Tenant Payment.

If the gross rent for the unit is higher than the payment standard, the family may pay the TTP plus the amount by which the gross rent exceeds the payment standard.

The payment standard amount for a family is the lower of:

- Payment Standard for the family unit size, or
- Payment Standard amount for the size of the unit leased by the family.

Rent Reasonableness

HA Determination

Before entering into a HAP contract, the HA must determine that the rent to owner is reasonable. For this purpose, each participant's file will include a certification that provides all factors considered in determining the reasonable rent. The certification also identifies the persons who conducted the evaluation and certifies the compliance with this policy and the federal regulations.

A comparability study will be performed to determine initial rent and annually to process any rent increase upon timely request from owner.

The HA must re-determine the reasonable rent:

- Before any increase in rent to owner
- If there is a five (5) percent decrease in the published FMR in effect 60 days before the contract anniversary (for unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary
- If directed by HUD

Comparability

In conducting rent reasonableness, the PHA must determine whether the rent to the owner is a reasonable rent in comparison to rent for other comparable unassisted units. For this purpose, the HA will conduct either telephone, site visits after telephoning, or more extensive market surveys of available rental units in the area where the unit to be contracted is located. When conducting the study, the HA staff will consider two or three unassisted units. In determining comparability the PHA must consider:

- Location of the unit within the community and the availability and accessibility of public transportation to schools, stores and medical facilities.
- Unit size including number of bedrooms and bathrooms.
- Unit type, such as garden apartment, elevator building, townhouse, single-family unit.
- Quality – the extent to which the unit meets or exceeds the Housing Quality Standards.
- Accessibility to persons with disabilities.
- Amenities for the submitted dwelling.
- Facilities, including availability of playgrounds, storage, parking, etc.
- Gross rent amount (including utilities and appliances) charged by owner, or amount charged by owner plus estimated utility allowance of tenant paid utilities and appliances (i.e., range and refrigerator).
- Age of contract unit (year built).

The data for unassisted units will be gathered from:

- Market rent information obtained from owner, real estate agents or banks.
- Classified advertisements in news papers

The PHA maintains a notebook, which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data will be updated on an ongoing basis and purged when it is more than twelve (12) months old.

Owner certification of rents charged for other units

By accepting each monthly Housing Assistance Payment from the HA, the owner will certified that the rent is not more than rent charged by the owner for comparable unassisted units in the premises. By initializing the Reasonable Rent form the owner will certify that Section 8 charged rent is not higher than those unassisted units.

Negotiating rent to Owner

The rent is negotiated between the owner and the tenant. At the family's request, the HA must help the family negotiate the rent to owner. In this negotiation, the parts must consider the limits of payment standard established by the HA.

Voucher payment standard schedule

A voucher payment standard schedule is a list of the payment standard amounts used to calculate the voucher housing payment for each unit size in an FMR area. The payment standard schedule for an FMR area includes payment standard amounts for any HUD approved exception rent area in the FMR area.

- The voucher payment standard schedule establishes a single payment standard for each unit size in an FMR area and, if applicable, in a HUD-approved exception rent area within an FMR area.
- Payment standard amounts on the payment standard schedule must be within the maximum and minimum limits stated in paragraph (b)(12)(ii) of this section. Within these limits, payment standard amounts on the schedule may be adjusted annually, at the discretion of the HA, if necessary to assure continued affordability of units in the HA jurisdiction.
- To calculate the housing assistance payment standard from the HA payment standard schedule for the fair rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit rented by the family is located.

Over-FMR tenancy: Determining amount of assistance:

Payment standard

At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40 percent of the family's monthly adjusted income.

For an over FMR tenancy, the payment standard for the unit size is the FMR tenancy, the payment standard for the unit size is the FMR/exception rent limit.

- The payment standard for a family is the lower of:
- The applicable payment standard minus the total tenant payment, or
- The monthly gross rent minus the minimum rent as required by law.

Payment standard for the family

- This paragraph applies to both a voucher tenancy and over-FMR tenancy.
- The payment standard for a family is the lower of:
- The payment standard for the family unit size, or
- The payment standard for the unit size rented by the family.

If the unit rented by a family is located in an exception rent area, the HA must use the appropriate payment standard for the exception rent area.

During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

- The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner, or

- The payment standard as determined at the most recent regular examination of family income and composition effective after the beginning of the HAP contract term.

Over FMR Tenancy: HA approval: HA discretion to approve

At the request of the family, the HA may approve an over-FMR tenancy in accordance with this section.

Generally, the HA is not required to approve any over-FMR tenancy. However, the HA must approve an over-FMR tenancy in accordance with this section, if needed as reasonable accommodations so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

The HA generally will approve over FMR tenancy if it is to aid in furthering of the goals and objectives of fair housing.

Requirements:

- Ten percent limit. The HA may not approve additional over-FMR tenancies if the number of such tenancies currently is ten percent or more of the number of

incremental certificate units under the HUD-approved budget for the HA certificate program. "Incremental units" means the number of budgeted certificate units minus any units for which HUD provided tenant-based program funding designated previously residing in housing with Section 8 project-based assistance.

- Affordability of family share. The HA may not approve an over-FMR tenancy unless the HA determines that the initial family share is reasonable. In making this determination, the HA must take into account other family expenses, such as child care, unreimbursed medical expenses, and other appropriate family expenses as determined by the HA.

- Amount of assistance. During an over-FMR tenancy, the amount of the housing assistance payment is determined in accordance with Sec. 982.505 (c).

Regular Tenancy: (How to calculate housing assistance payment)

The monthly housing assistance payment equals the gross rent, minus the higher of: **FMR/exception rent limit**

The initial gross rent for any unit may not exceed the FMR/exception rent limit on the date the HA approves the lease.

The FMR/exception rent limit for a family is the lower of

The FMR/exception rent limit for the family unit size, or
The FMR/exception rent limit for the unit size rented by the family.

Reasonable Rent: The initial rent to owner may not exceed reasonable rent as determined in accordance with Section 982.503.

Regular Tenancy: (Annual adjustment of rent to owner)

When rent is adjusted: At each annual anniversary date of the HAP contract, the HA **must** adjust the rent to owner at the request of the owner in accordance with this section.

Amount of annual adjustment in rent.

The adjusted rent to owner equals the lesser of the pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor, published by HUD in the Federal Register that is in effect 60 days before the HAP contract anniversary.

- The PHA will approve the reasonable rent (as most recently determined or re-determined by the HA in accordance with Sec. 982.5003), or the amount requested by the owner.

- In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.

- The rent to owner may be adjusted up or down in accordance with this section.

- The rent to owner for a unit must be increased at the annual anniversary date unless the owner requests the adjustment by giving notice to the HA, and during the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.

- The rent to owner will only be increased for housing assistance payments covering the months commencing on the latte of :

  The contract anniversary date, or
  At least sixty days after the HA receives the owner's request.

Regular Tenancy: (Special adjustment of rent to owner).

Substantial and general cost increases

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner to reflect increases in the actual and necessary costs of owning and maintaining the unit because of substantial and general increases in:

Real property taxes
Special governmental assessments
Utility rates, or
Costs of utilities not covered by regulated rates.

Reasonable rent. The adjusted rent may not exceed the reasonable rent. The Owner may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.

Terms of special adjustment in rent

- The HA may withdraw or limit the term of any special adjustment.
- If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

Other fees and Charges

- The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation or reasonable rent.

- The lease may not require the tenant or family members to pay charges for meals or supportive service. Non-payment of such charges is not grounds for termination of tenancy.
- The owner will not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenant in the premises.

Distribution of Housing Assistance Payments

The monthly housing assistance payment is distributed as follows:

The H/A pays the owner the lesser of the housing assistance payment or the rent to owner.

- If the housing assistance payment exceeds the rent to owner, the HA will pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

Family Share: (Family responsibility)

- The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.

- The HA will not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

SECTION 17

FAMILY INCOME AND COMPOSITION REGULAR AND INTERIM EXAMINATIONS (Amendment March 11, 2009)

HA responsibility on reexamination and verification. The HA's responsibility for reexamining family income and composition are specified in 24 CFR Part 5, subpart F. The HA will obtain and document in the file third party verification of the following factors, or will document in the tenant file why third party verification was not available.

- Reported family annual income
- The value of assets
- Expenses related to deductions from annual income, and
- Other factors that affect the determination of adjusted income.

When HA will conduct interim reexaminations.

At any time, the HA may conduct an interim reexamination of family income and composition.

At any time, the family should request an interim determination of family income or composition because of any changes since the last determination. The HA will make the interim determination within a reasonable time after the family request.

Interim examinations will be conducted upon any change in the family's circumstances that would affect the rent or size of unit.

An addition to the family household will have to be reported and considered by the HA, even if there is no need for a change in the size of unit.

Family reporting of change. The HA has adopted a policy prescribing that families must report changes in income and composition upon 10 working days of its occurrence.

Effective date of reexamination

The effective date of a change in the housing assistance payment resulting from an interim determination will be the first day of the month following the date the reexamination is made, unless the reason for the reexamination is due to unreported increase in income, which will have the effect of a retroactive action.

At the effective date of a regular or interim reexamination, the HA will make appropriate adjustments in the housing assistance payment and family unit size.

Family income

Family income must include of all family members, including family members not related by blood or marriage. If any new member is added, family income must include any income of the additional family member. The HA will conduct a reexamination to determine such as additional income, and will make appropriate adjustments in the housing assistance payment and family unit size.

Failure to inform incomes or proper incomes will be cause for termination in the HCVP. Once the income omission is confirm a debt will be established that should be paid in full. An automatic termination will take place immediately as established in HUD 24CFR. Family could ask for installment payments and if requested, family's will be granted with the Informal Hearing Process.

This PHA will not allow that family members include and established debt form income omission to be part of a bankruptcy. Benefits will be terminated immediately.

SECTION 18

UTILITY ALLOWANCE SCHEDULE

Maintaining Schedule

The HA must maintain a utility schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplies refrigerators and ranges. .

The HA must give HUD a copy of the utility allowance schedule. At HUD's request, the HA also must provide any information or procedures used in the preparation of the schedule.

An HA's utility allowance schedule, and the utility allowance for an individual family will include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the HA will not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

In the utility allowance schedule, the HA will classify utilities and other housing services according to the following general categories: air conditioning, cooking, water heating, water, sewer, trash collection (disposal of waste and refuse), other electric items, refrigerator (cost of tenant-supplied refrigerator) and range (cost of tenant-supplied range).

The cost of each utility and housing service category will stated separately. For each of these categories, the utility allowance schedule will take into consideration unit size (by number of bedrooms).

The utility allowance schedule will be prepared and submitted in accordance with HUD requirements on the form prescribed by HUD. (This HA has implemented a form stating that such form is in compliance with HUD requirements).

Revision of the utility allowance schedule

The HA will review its schedule of utility allowance each year and will revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance was revised. The HA will maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

At HUD direction the HA will revise the utility allowance schedule to correct any error, or as necessary to update the schedule.

Use of utility allowance schedule

The HA will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family (rather than the family dwelling unit size as determined under the HA subsidy standards). At reexamination, the HA will use the current utility allowance schedule.

Higher utility allowance as reasonable accommodation for a person with disabilities

On request from a family that includes a person with disabilities, the HA will approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with disability.

SECTION 19

RENT ADJUSTMENTS RENT PROVISIONS

Annual Increases of Payment Standards

The HA, in its discretion, may adopt annual increases of payment standards amounts on the payment standard schedule, so that families can continue to afford to lease units with assistance under the Housing Voucher program (Reference 24 CFR 982.617). In determining when an adjustment to the payment if necessary, the HA will consider:

- Rent burden (number of families paying more than 30% of income for rent) if more than 50%, may adjust the payment standard.
- Success rate in leasing vouchers (if less than ninety percent (90%), the HA may adjust the payment standard) and
- Percentage pf FMR (if payment standard is within 110 percent of the FMR, either higher of lower, the HA may adjust the payment standard.).
- The HA will also consider the financial utilization of funding provided for vouchers. If the HA determines that vouchers are not being leased to properly utilize funding, the payment standard may need to be adjusted to increase utilization of available funding.

Rent Negotiation

Under the Housing Voucher Program, the rent to the owner is a matter of negotiation between the owner and the family. The rent must be within the guidelines or "rent reasonableness", and this rental amount must be certified by the HA as falling within the guidelines of "Rent reasonableness". If requested by the family, the HA must also assist the family, the HA must also assist the family in negotiating a reasonable rent with owner. (Ref. 24 CFR 982.309).

Rent Increase

The rent to owner may not be increased during the first year of the lease. The lease may provide that the owner may increase the rent any time after the first anniversary of the lease, but the owner must give the tenant and the HA 60 days written notice of any increase before it takes effect. (Ref. 982.309).

HA Disapproval of Lease

The HA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. The HA will exercise this authority in communities where the market is not functioning normally or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of holders living in comparable units. The HA must document each case in which it disapproves a lease because the rent is not reasonable. (Ref. 982.309)

The HA will not approve a lease if the description of the unit to be occupied is not included in the property deed submitted by the owner. In the unit to be occupied is not included in the initial property deed, the owner must bring a legal document to evidence that the unit is part of the original deed.

Additionally, in order to have a lease approved, the owner must submit the following:

- two photos of the unit
- evidence of payment of property taxes
- certificate of criminal records
- certificate from the government agency (ASUME) that he/she does not owe child support
- certification that he/she does not owe income tax for the period covering the last five years.
- a power of attorney, if a representative of the owner is going to execute the lease and the HAP contract.

Security Deposit

A month of unit rent has been established as security deposit. The security deposit should be consistent with private market practice or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling unfit, the owner, subject to State and local law, may use the security deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit for the other amounts the tenant owner under the lease. The owner must give the tenant a written list of all charges against the security deposit, and the amount of each item. After the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

Note: If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner might seek to collect the balance form the tenant.

The HA is not responsible for any damages to the unit and will not process any damage claims for HAP contracts singed after October 2 1995.

Termination of Tenancy by Owner

Reasons for Termination

The Owner shall terminate the tenancy of the Family except for:

- Serious or repeated violation of the terms and conditions of the Lease.

- Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy. Criminal activity is defined as: criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents or by persons residing in the immediate vicinity of the premises.

- Violation of Federal, State or local law that imposes obligations on the tenant in connection with occupancy or use of the premises, or

- Other good cause, which may include, but not be limited to: failure by the family to accept the offer of a new lease or revision, a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unfit or premises, the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit, or a business or economic reason for termination of the tenancy (such as sale of the property., renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason, the owner must provide the tenant with a 90 day notice.

Eviction by Court Action

The Owner may evict the Family from the Contract Unit only by instituting a court action. The owner must notify the HA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner give notice to the Family under State law.

Written Notice

Owners must provide written notice of not less than 90 days before termination of a tenant-based assistance payment (HAP) contract and not less than 1 year before termination of a project-based HAP contract because of an owner op-out or expiration of the HAP contract. Copies of these notices must be provided to the HA. (Reference HUD Notice PIH 93-54 issued October 19, 1993 and 24 CFR 982.455.)

Termination During First Year

During the first year of the lease term, the owner may not terminate the tenancy for other good cause, "unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause" based on any of the following grounds":

- failure by the family to accept the offer of a new lease or revision,
- the owner's desire to use the unit for personal or family use,
- for a purpose than as a residential rental unit,
- a business or economic reason for termination of tenancy.

Termination of Housing Assistance Payment (HAP) Contract:

When the Unit is too big or too small

If the HA determines that a unit does not meet the HQS space standards because of an increase in family size of a change in family composition, the HA must issue the family a new voucher, and the family and HA must try to find an acceptable unit as soon as possible.

Breach of Contract

Causes for termination of HAP contract because of owner breach of contract are outlined in the contract.

Automatic Termination of HAP Contract

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

SECTION 20

GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE
(Amendment March 11, 2009)

Denied Admission:

The HA may deny an applicant admission to participate in the Section 8 Program or, with respect to a current participant, may refuse to issue another voucher for a move to a another unit, approve a new lease, or execute a new contract for the Section 8 participant, if the applicant or participant: Ref. 24 CFR 982.552

- Owes rent, other amounts, or judgments to any other federally subsidized housing program. The applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment if meeting other criteria.

  Note: Applicants that owe an HA or any other federally subsidized program funds will not be processed for receiving assistance. The applicant must pay the funds owed prior to the application being processed. Repaying funds that are due does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any money owed to an HA which has been discharged by bankruptcy shall not be considered in making this determination.

- The HA shall deny the admission of a Family if the applicant, or any member of the applicant's family does not sign and submit consent forms that are provided by the HA or the purpose of verifying employment and income information, and other facts necessary for determination of eligibility.

- The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition, or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation.

- The applicant and all adults must sign a release allowing the HA to request a copy of a police report form the National Crime Information Center, Police Department of other Law Enforcement Agencies. The applicant and all adults further agree to provide fingerprints if requested. If the HA uses the information to deny or terminate assistance, the HA must provide a copy of the information used upon proper request.

- If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.

Ground for Termination of Assistance

- As a previous participant in the Section 8 Program or as a participant in the Public Housing Program, the applicant has not reimbursed the HA or another HA for any amounts paid to owner under a housing assistance contract for rent or other amounts owed by the family under its lease and for a vacated unit.

- Has violated any Family obligation listed on the voucher. Failure to inform incomes or proper incomes will be cause for termination in the HCVP. Once the income omission is confirm a debt will be established that should be paid in full. An automatic termination will take place immediately as established in HUD 24CFR. Family could ask for installment payments and if requested, family's will be granted with the Informal Hearing Process.

- Engage in drug-related criminal activity or violent criminal activity, including criminal activity by the family member. (Reference 24 CFR 982.553 (a) (1) (2)).

- Breaches a repayment agreement to the HA and/or owner. Established debt will not be allowed to be included in bankruptcy.

- Committed acts which would constitute fraud in connection with and/or has been evicted from any federally assisted housing program.

- Did not provide information required within the time frame specified (the applicable dates are contained in the letters form the HA to the applicant) during the application process.

- If the HA determines that a person is illegally using a controlled substance of abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:

    - The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

    - Has successfully completed a supervised drug or alcohol rehabilitation program;

    - Has otherwise been rehabilitated successfully; or

    - Is participating in a supervised drug or alcohol rehabilitation program.

- If any household includes any individual who is subject to lifetime registration requirement under a state sex offender registration program.

- If any family member has engaged in or threatened abusive or violent behavior toward any HA employee.

As provided by law (42 U. S. C. 13662 (a)), the HA or owner will terminate the tenancy for any household with a member who is determined to be illegally using drugs or whose illegal drug use or alcohol abuse is determined to be a threat to others, after evidence is obtained. Sufficient evidence could be a certification from the individual that he/she is not currently engaged in and has not engaged in such criminal activity during the reasonable period, supported by evidence from such sources as a probation officer, a landlord, neighbors, social service agency workers and criminal records, which will be verified. The applicant or tenant will need to supply information that will permit to contact these sources of information, and the HA or owner will verify the supporting evidence.

The law, as established on 42 U. S. C. 1437d (1) (6) requires that a PHA use leases that provide that any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or of such premises, engaged in by any member of the household shall be cause for termination of tenancy. The conduct of guests and other persons under the tenant's control-in the sense that the tenant has permitted access to premises-will be reason for termination of tenancy.

This HA will apply the law as established on 42 U. S. C. 1437f (d) (1) (B) iii and 1437f (o) (7) (D) which authorizes eviction for violent criminal activity on 'or near the premises', or alternatively for any criminal activity that threatens other residents of the development or the peaceful enjoyment of their homes or residents in the vicinity.

As required by Section 903 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, this HA will have leases to include that a 'tenant' who is fleeing to avoid prosecution, custody or confinement for a felony, or is violation a condition of probation or parole, will have his tenancy terminated. Participants will be required to exclude fugitive felons or parole violators from the household, and failure to do so will be a basis for breach of the lease.

Quality Housing Work Responsibility:

- If an applicant or tenant decides to resign to his job or to work fewer hours in order to qualify for subsidy or lower rent, admission in the program or continuation in the same, as applicable, will be denied.

Notification of Denial:

If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal review (verbal and/or writing) with the HA. (Reference Section XI)

Time Frame for Denial:

As a general rule applicants may be denied admission to the Section 8 Programs for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

- Denied admission for one year for violation of certificate/voucher possession for personal

- Denied admission for three years and one month for the following:

  Persons evicted from the public housing, Indian Housing, Section 8, or Section 23 programs because of drug related criminal activity are ineligible for admission to public housing for a period of three years beginning on the date of such eviction.

  The HA waive this requirement if:

  The person demonstrates to the HA's satisfaction the successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.

- Denied admission for three years for the following:

  Fraud (Giving false information on the application is considered fraud). A record of arrest of conviction that indicates that the applicant may be a threat and/or negative influence on other residents. The three years shall begin on the date of the last reported act, completion of sentence and/or probation period.

- Denied admission for a conviction of **Drug Trafficking**.

- Denied admission **for life** to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

- Denied admission for life to any applicant who has been convicted on manufacturing or producing methamphetamine (commonly referred to as "speed")

on the premises of the assisted housing. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

- Denied admission for a year for threats or abusive behavior toward HA personnel.

If a change occurs during the period between placement on the waiting list and issuance of a voucher which affects the family's eligibility or Total Tenant Payment, like going over the income limit prior to lease up, the family will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

SECTION 21

INFORMAL REVIEW AND HEARING

Applicant Informal Review

The HA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request from the applicant must be in writing and presented to the HA within ten (10) working days of the notice of denial.

Informal Review Process

The review may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the HA's decision. The HA must notify the applicant within ten (10) working days of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision.

Informal Hearing Not required (for applicant or Participant, as applicable)

The HA is not required to give an informal hearing for any of the following discretionary administrative determinations by the HA:

- General policy issues or class grievances.
- Establishment of the HA schedule of utility allowances for families in the program.
- An HA determination not to approve an extension or suspension of a voucher term.
- An HA determination not to grant approval to lease a unit under the program.
- An HA determination not to approve a proposed lease.
- An HA determination that an assisted unit is not in compliance with HQS. (However, the HA must give the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Voucher/Lease Addendum, or in other HUD rules and regulations of the HA policies.)

- An HA determination that a unit is not in accordance with HQS because of the family size.

- An HA determination that the family has abandoned the unit, with proven evidence, without notifying the HA.

- An HA determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Informal Hearing for Participant:

The HA must give an opportunity to the participant for an informal hearing to consider whether the HA's decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HA policies under the following circumstances:

- A determination of the family's annual or adjusted income and the use of such income compute the housing assistance payment.

- The family has not supplied any information requested by the HA for use in a regularly schedules reexamination of family income and composition in accordance with HUD requirements.

- The family has not allowed the PHA to inspect the unit at reasonable times and after reasonable notice.

- A determination by the HA that a family member has engaged in drug-related criminal activity or violent criminal activity.

- The HA determines that the family has not met the obligations of a repayment agreement with the HA and/or owner.

- The HA determines that a member of the family has committed acts which would constitute fraud in connection with the present or past tenancy.

- The HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- The HA has determines that the household includes any individual who is subject to lifetime registration requirements under a state sex offender registration program.

- The HA has determined that any family member has engaged in or threatened abusive or violent behavior toward any HA employee.

- A determination of the appropriate utility allowance for tenant-paid utilities from the HA allowance schedule.

- A determination of the family unit size under the HA subsidy standards.

- A determination that the certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.

- A determination to terminate assistance for participant family because of the family's action or failure to act.

- A determination to terminate assistance because the participant family has been absent from the assisted unit for more than ninety days in a calendar year, without a justified reason.

In the cases described herein above, the HA must give the opportunity for an informal hearing before the HA terminates housing payments for the family under an outstanding HAP contract.

The PHA must give a written notice that the family may request a hearing. The notice must:

- Contain a brief statement of the reasons for the decision.
- State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- State the deadline for the family to request an informal hearing. This PHA has established that the family will have ten (10) working days to submit its request.

The family must give be given the opportunity to examine before the PHA hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA must proceed in a reasonably expeditious manner upon the request of the family. This PHA has established that the request will be processed and submitted to the hearing officer not later than ten (10) working days from the receipt of the request.

The PHA must be given the opportunity to examine at the PHA offices before the PHA hearing any family documents that are directly relevant on the hearing. The PHA must

be allowed to copy any such documents that are directly relevant on the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

The PHA and the family must be given the opportunity to present evidence and may question witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable.

The person who conducts the hearing must issue a written decision to the participant and deliver it within thirty (30) days from the date of receipt from the PHA, stating briefly the reasons for the decision. Factual determination relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

Hearing Procedures:

The HA must give the participant an opportunity for an informal hearing of the HA decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearing procedures. The HA and the participant shall each have the right to review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party.

A lawyer or other representative at the hearing may represent the participant. Costs of representation shall be the responsibility of the participant. The participant must be given an opportunity to present written or oral objections to the HA decision. The HA and the family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The HA must notify the applicant of the final decision after the informal review not later than thirty (30) days from the date the decision was made This notice must include a brief statement of the reasons for the final decision. Factual determination relating to the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished to the family.

If the decision of the hearing officer is against the participant, the hearing decision must include information that the participant can appeal to a civil court of the Commonwealth of Puerto Rico.

Effect of decision. The PHA is not bound by a hearing decision:

- Concerning a matter, for which the PHA is not required to provide an opportunity for an informal hearing, or that, otherwise exceeds the authority of the person conducting the hearing under the PHA hearing procedures.
- Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
- If the PHA determines that it is not bound by a hearing decision, the PHA must notify the family within 15 calendar days of the determination and of the reason for the determination.

Procedures for termination, denial, suspension, or reduction of assistance based on information obtained from a SWICA or federal agency.

Procedures for independent verification

Independent verification of information obtained from a SWICA or a federal agency may be:

- By HUD
- In the case of the public housing program, by the PHA, or
- In the case of any Section 8 program, by a PHA acting as contract administrator under an ACC.

Upon receiving income information from SWICA or a Federal agency, the PHA shall compare the information with the information about a family's income that was:

- Provided by the assistance applicant or participant to the PHA; or
- Obtained by the owner from assistance applicant or participant form his or her employer.

When the income information reveals an employer or other income source that was not disclosed by the assistance applicant or participant, or when the income information differs substantially form the information received from the assistance applicant or from his or her employer:

- The PHA shall request the undisclosed employer or other income source to furnish any information necessary to establish an assistance applicant's or participant's eligibility for or level of assistance in a covered program.

  This information shall be furnished in writing to the Section 8 program.

- The PHA will verify the income information directly with the assistance applicant or participant. Such verification procedures shall not include any disclosure of income information directly to an owner.
- The Agency shall not pursue the verification procedures when the sums of money at issue are too small to raise an inference of fraud or justify the expense of independent verification and the procedures related to termination, denial, suspension, or reduction of assistance.

- Based on the income information received from a SWICA or federal agency, the PHA may inform an owner that an assistance applicant's or participant's income eligibility for or level of assistance is uncertain and needs to be verified.

Opportunity to contest

The PHA shall promptly notify any assistance applicant or participant in writing of any adverse findings made on the basis of the information verified. The assistance applicant or participant may contest the finding in the same manner as applies to other information and findings relating to eligibility factors under the program.

Termination, denial, suspension or reduction of assistance shall be carried out in accordance with requirements and procedures established on this same Section. The notice shall give thirty (30) days to the assistance applicant or participant to contest.

Family disclosure of income information to the responsible entity and verification

The family must promptly furnish to the responsible entity any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income.

The responsible entity must verify the accuracy of the income information received from the family, and change the amount of the total tenant payment, tenant rent or Section 8 housing assistance payment, or terminate assistance, as appropriate, based on such information.

Hearings to consider a Determination of Ineligible Immigration Status

Whenever the PHA makes a determination of ineligible immigration status, the PHA must offer an applicant or participant family the opportunity to request an informal hearing. A family may request an informal hearing within 30 days of receipt of the ineligibility determination from the U. S. Immigration and Naturalization Service (INS), or the PHA's decision to delay, terminate, or deny assistance.

The PHA must keep all denial or termination of assistance documents related to immigration status for a minimum of five years. These include any applications for initial or continued assistance.

With good cause, the PHA may extend the period to request an informal hearing related to immigration status.

SECTION 22

SPECIAL TARGET ADMISSIONS

1. Family Self-Sufficiency Program

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 assistance under the Section 8 or voucher program with public and private resources, to enable families eligible to receive assistance under the program, and to achieve economic independence and self sufficiency.

This HA has developed an action plan and policy and procedures to implement the requirements of this program.

Eligible FSS Participants: Families currently receiving Section 8 voucher assistance will be selected to participate in the FSS program: (Ref. Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basic selection criteria is listed below:

- HA's slots will be allocated to Section 8 voucher participants with one or more family members currently enrolled in, or on the waiting list, for one or more FSS related service programs such as Job Opportunity and Basic Skills Training (JOBS) and/or Job Training Partnership Act (HTPA).

Termination of FSS: If the FSS participant under-reports income and assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In cither case the HA will not credit the family's escrow account with any portion of the back rent.

How Section 8 assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations.

- If a Family fails to meet its FSS obligations as outlined in the FSS contract of participation, the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated from the FSS program. The HA is not required to terminate Section 8 assistance as a consequence of termination of the FSS contract.

- If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations, the family may be denied the opportunity to participate in the FSS program the second time, based on the fact that they violated FSS obligations the first time the family participated in the FSS

program. A family may also be denied the opportunity to participate in the FSS program if they owe funds to the HA.

- If a FSS participant moves from another HA's jurisdiction with continued Section 8 assistance, this HA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the HA's guidelines for selection and participation in the FSS program.

Reduction of Required FSS Program:

HA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS program size will not increase when an HA receives incremental Section 8 funding and public housing units on or after 10/21/1998.

2. Family Unification

This Agency administers 100 vouchers assigned to the Family Unification Program. The purpose of this program is to provide housing assistance to families for whom the lack of adequate housing is a primary factor in the separation of children from their families. Most of these families are victims of domestic violence or other criminal acts, or of poor economic and social conditions which makes the Department of the Family of the Commonwealth of Puerto Rico to place their children in foster homes.

Agreements have been executed with the Department of the Family, that will refer the families in need of housing under the program.

The program works the same as any other Section 8 program, except for the kind of clients. This HA as of December 2008 consulted HUD field office to define whether Family Unification is still a Special Program Type or should be consider as regular vouchers.

SECTION 23

HOUSING AUTHORITY'S INTEGRITY PROGRAM

This HA will try to avoid fraud and misrepresentations thorough a through program of third party verification. Inasmuch as some persons can always get away with deceit, the PHA has and Audit Division that investigates and takes action on any case that may be brought to the HA's attention and on which legal procedures have to be initiated.

The HA has a Quality Control Area to assure there is compliance with required statutes and regulations. Third-party verification of information that would determine the tenant's rent and other eligibility requirements will be enforced. Rent comparability and inspection of units to verify compliance with HQS and rent to owner will be strictly required. Quality Control Area assurance will conduct monitoring of compliance with regulation to assure proper disbursement of HAP payments in a quarterly basis. Trainings are also provided to staff on HA's policies and program regulations.

Continuous meeting are held with supervisors and occupancy employees to assure that they understand the admission and occupancy rules and that they help residents to understand their rights and responsibilities in relation to their rent determination.

The HA also uses EIV to access SSA data to match tenant reported income.

Translation of the most significant 24 CFR regulations and a Standard Operating Procedures handbook for the Voucher Program was delivered to each supervisor and technician, to assure that they understand the requirements of the program and their responsibility to avoid fraud.

The Department's Office of Audit, through its Fraud and Abuse Investigation unit will initiate an investigation of a participating family, or a PHA's employee, only in the event of one or more of the following circumstances:

- Referrals, Complaints, or Tips

  The HA take action on referrals from other agencies, companies or persons which are received by mail, by telephone, or in person, which allege that a family is in non-compliance with, or violating the family obligations or any other program rules. Follow up will be made if the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

- Internal File Review

If HA staff discovers, through a certification, recertification, an interim recertification, or a quality control review that there are facts in conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

- Verification of documentation

If the HA receives independent verification or documentation which conflicts with representations in the family's such as public record information, credit bureau reports, or reports from other agencies.

How the HA will Prevent Program Abuse and Fraud.

This HA has established a unit that will receive claims by participants or owners. We also receive confidences of possible frauds, which are referred to the regional office to investigate them.

The HA's objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families and employees. The following method will be used for this purpose:

- Distribute a program integrity bulletin to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.
- Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of assignment of a housing unit.
- Routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion relative to program rules and requirements.
- Staff will explain all required forms and review the contents of all recertification documents prior to signature.
- Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
- All family representatives will required to sign a "Participant Certification" form as contained in HUD's Participant Integrity Program Manual.

How the HA will try to Detect Program Abuse and Fraud

The HA staff will take the following steps to discover indicators of possible abuse and fraud:

- Five percent (5%) participants file will be reviewed for quality control, to verify:

  Assurance that verification of all income and deductions are present.

Authenticity of file documents.
Subsidy Payments and family share were established correctly.
Ratio between reported income and expenditures.
Review of signatures for consistency with previously signed documents.
That all forms are correctly dated and signed.
EIV Reports will be access at annual re examination.

- The HA Management and Occupancy Staff, including inspection personnel, will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported. Observations will be documented in the file.

Action to be Taken When Allegations of Possible Abuse and Fraud are Received

Participating families will be encouraged to report suspected abuse to the Regional Office Supervisor and or Director of the Section 8 Program. Only allegations that seem to be verifiable will be taken action on through:

- An internal file review will be conducted by Quality Control Area to determine if the allegation is probable. It will be determined if the HA or any other entity must take action. Any documentation of past behavior as well as corroborating complains will be evaluated.

- If at the conclusion of the preliminary file review there are facts contained in the allegation which conflict with file data, and the facts are independently verifiable, the Unit in charge of Fraud and Abuse Investigation will initiate an investigation to determine if the allegation is true or false.

Investigation of Allegations of Abuse and Fraud

If it is determined that an allegation or referral warrants to take action, the Unit for Investigation or Fraud and Abuse will initiate an investigation. The HA will secure the written authorization from the program participant for the release of information. If the participant does not sign the release, the family's assistance can be terminated.

The HA will use any of the following means to verify the information:

- Credit Bureau Inquires to verify if there is financial activity that conflicts with the reported income of the family.
- Verification of credit form mailed to the creditor in order to determine the unreported income source.
- Employers and ex-employers may be contacted to verify wages which may have been previously undisclosed.
- Neighbors and other witnesses who may have knowledge of facts related to the review may be interviewed.

- Representatives of other benefit agencies, case workers, or investigators may be contacted.
- The HA will review public records kept in any agency, like real estate, marriage, divorce, voter registration, judgments, court or police records, state wage records, utility records, and postal records

How the HA will Keep Documents and Evidence Obtained in the Investigation

All documents and evidence obtained during the course of the investigation will be kept in a separate file. The participant's file and the investigation file shall be kept locked. The review will not be discussed among HA staff until the investigation is over and reported to the Director of the Section 8 Program.

Reporting Investigate Reviews

The Quality Control Director who performed the review will report the findings with a possible recommendation to the Director of the Section 8 Program, who will determine if a violation occurred or not.

If it determined that a violation occurred, the HA will determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or not.
- Amount of money (if any) owed by the family.
- If assistance should be terminated or not.

Action to be Taken if Violations Are Documented

The HA will take the most appropriate remedy based upon the type and severity of the violation.

When the family fails to observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive payment owed by the family, like failure to appear at a pre-scheduled appointment or failure to return verification in time period specified, the HA will send a warning notice to the family containing the following:

- A description of the non-compliance and the procedure, policy or obligation that was violated.
- The date for correction of the violation or compliance with procedures.
- The action that will be taken if the procedures or obligations are not complied with by the date specified.
- The consequences of repeated violations.

- When the family owes money due to the failure to reports changes in income or assets, the HA will issue a Notification of overpayment of Assistance containing the following.
- A description of the violation and the date/s
- Any amounts owe to the HA.
- A specified date for response.
- The right to disagree and to request an informal hearing with instruction on how to request the hearing.

If the participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance.
If the family complies, the staff person responsible will meet with the head of household or spouse to discuss and explain the Family Obligation or program rule that was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

If a participant falsifies, misstates, omits or misrepresents a material fact which results in an overpayment of housing assistance by the HA, the HA will determine if:

- The participant had knowledge that the actions were wrong, and
- The participant willfully violated the family obligations or the law.

Any of the following facts can demonstrate will full intent of wrong action or inaction:

- An admission by the participant of the misrepresentation.
- Evidence that the act was done repeatedly.
- If a false name or social security number was used.
- That the participant omitted material facts which were known to him or her.
- That the participant falsified, forger or altered documents.
- That the participant uttered and certified to statements at an interim recertification that were later independently verified to be false.

Action to be Taken by the HA on Cases Involving Misrepresentations.

In all cases of misrepresentations involving cases on which the HA paid undue housing assistance, one or more of the following actions may be taken:

- If is established that criminal intent occurred and the case meets the criteria criminal prosecution, the case will be referred to the Legal Division for action, with notification to HUD's OIG and the housing assistance will be terminated.
- If the case only merits administrative remedies, the HA will permit continued assistance at the correct level and execute an administrative repayment contract in accordance with the HA's repayment policy.

The Secretariat for Finances has the duty of recovering the monies on which a repayment plan has been accepted. It is responsible for the enforcement of the payment plans and referral for legal action or to HUD's OIG (Office of Inspector General) if pertinent.

If the participant fails to repay the debt, assistance will be terminated and the case will be referred for legal action and to HUD' OIG.

- If the HA determines that material misrepresentations have occurred, a Case Conference will be scheduled with the family representative and the HA staff person who is most knowledge about the circumstances of the case. This conference will take to review the information and evidence obtained by the HA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration. The family will be given then (10) days to present any mitigating evidence.

When an Employee of the HA Commits Fraud or Abuse or Collaborates with an Applicant or Participant in Committing Fraud or Abuse of the Program

If an employee of the HA commits fraud or abuse of the program or collaborates with an applicant or participant to do the same, he or she will receive the same treatment as established above, besides any other action established on the Employee Conduct Handbook delivered to each one of them by the Personnel Office.

This HA has established a Social Services Unit with the following purposes:

- Investigate conditions regarding social or economic needs presented by applicants or participants, so as to refer them to different
- Meet with other dependencies of the Commonwealth of Puerto Rico to assure help for applicants or participants with economic or social needs and to ensure the supportive services for the FSS and Family Unification participants.
- Investigate preferences claimed by applicants before a housing unit or voucher is assigned.
- Investigate grievances regarding participants misconduct of failure to comply with the Family's Obligations regarding HQS or any other requirement.
- Meet with the families who have violated contract requirements and orient them as to their obligations in order not to lose assistance.
- Counsel homeless applicants and help to allocate them on emergency housing while their applications are completed and permanent housing is provided.
- Meet with families victimized by abusers and orient and refer to the dependency in the Municipality that handles theses cases. Work with the Police Department, if necessary, so that they can get any protection needed.

SECTION 24

RECOVERY OF OWNER OR FAMILY DEBTS TO THE HA

The Law (24 CFR 792)

This PHA will investigate and pursue instances of tenants and owner fraud abuse in the operation of the Section 8 Housing Choice Voucher Program. This part applies only to those instances where a tenant or owner committed fraud, and the fraud recoveries are obtained through litigation brought by the PHA (including settlement of the lawsuit), a court-ordered restitution pursuant to a criminal proceeding, or an administrative repayment agreement with the family or owner as a result of a PHA administrative grievance procedure pursuant to Section 8 regarding informal hearing procedures of this Administrative Plan. EIV reports will be downloaded from PIC before annual re-examinations at each regional office. Evaluation of said report will be managed by Technicians and Supervisors. This PHA at each annual reexamination will apply the use of credit reports for families under the HCVP.

The Puerto Rico Department of Housing (PRDH) will not allow families who have committed fraud or income omissions to continue with subsidy assistance in the Housing Choice Voucher Program. Once that instance is established subsidy benefits will be cancelled, the debt will be established and should be paid in full or an installment agreement can be recognized. If requested, families will be granted with the informal hearing process.

This part does not include cases where incorrect payments were made or benefits received because of calculation errors instead of willful fraudulent activities, which will be solved by the Section 8 Supervisors on the respective region.

It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts.

Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must also contain written documentation to the method of calculation, in a clear format for review by the owner, the family or other interested parties.

This PRDH (HA) will not allow that an established debt to a family be included in bankruptcy. Benefits will be terminated immediately.

Definitions

Fraud and abuse. Fraud and abuse means single act or pattern of actions that:

- Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and
- Results in payment of Section 8 program funds in violation of section I program requirements.

Judgment. Judgment means a provision for recovery of section 8 program funds obtained through fraud and abuse, by order o f a court in litigation or by settlement of a claim in litigation, whether or not stated in a court order.
Litigation. A lawsuit brought by a PHA to recover section 8 program funds obtained as a result of fraud and abuse.

Principal party in initiating or sustaining an action to recover. Principal party in initiating or sustaining an action to recover means the party that incurs more than half the costs incurred in:

- Recertifying tenants who fraudulently obtained section 8 rental assistance.
- Re-computing the correct amounts owed by tenants, and
- Taking needed action to recoup the excess benefits received, such as initiating litigation.

Costs incurred to detect potential excessive benefits in the routine day-to-day operations of the program are excluded in determining the principal party in initiating or sustaining an action to recover. For example, the cost of income verification during an annual recertification would not be counted in determining the principal party in initiating or sustaining an action to recover.

Public Housing Agency (PHA). A public housing agency that acts a contractor under an annual contributions contract with HUD in any section 8 housing assistance payments program.

Repayment agreement. Repayment agreement means a formal document signed by a tenant or owner and provided to a PHA in which a tenant or owner acknowledges a debt, in a specific amount, and agrees to replay the amount due at specific time period(s).

Conduct of litigation

The PHA must obtain HUD approval before initiating litigation in which the PHA is requesting HUD assistance or participation.

PHA retention of proceeds

Where the PHA is the principal party initiating or sustaining an action to recover amounts from tenants that are due as result of fraud and abuse, the PHA may retain the greater of:

- Fifty percent of the amount it actually collects from a judgment, litigation (including settlement of lawsuit) or an administrative repayment agreement pursuant to or incorporating the requirements of 982.555 (informal hearings), or
- Reasonable and necessary costs that the PHA incurs related to the collection from a judgment, litigation (including settlement of lawsuit) or an administrative repayment agreement pursuant to, or incorporating the requirements of 982.555 (informal hearings). Reasonable and necessary costs include the costs of the investigation, legal fees and collection agency fees.
- In HUD incurs costs on behalf of the PHA in obtaining the judgment, these costs must be deducted from the amount to be retained by the PHA.

CFR 24 CFR 982.165

Under 24 CFR 792, the PHA may retain a portion of program fraud losses that the PHA recovers from a family or owner by litigation, court order or a repayment agreement. See PHA Retention of Proceeds above.

The Procedures

Repayment Agreements

The use of an administrative repayment agreement is an effective tool to recover amounts owed by a tenant or owner. When executing a repayment agreement, the following must be considered:

- Include in the agreement that the tenant acknowledges and agrees with the findings for the repayment.
- Establish a timetable and a repayment amount that is acceptable to the Agency.
- The agreement will include a clause explaining the consequences for failure to honor the agreement.
- A description of the program violation, the duration of the violation, the amount owed and the terms of the repayment must be included in the document.
- A PHA employee will be responsible for monitoring all repayment agreements. If payments are missed, immediate action must be taken to enforce the agreement and to bar the tenant or owner from further participation until the debt is paid.

Termination of Tenancy

Providing false information is a material non-compliance with HUD regulations. In that case, the PHA must take administrative action to resolve the discrepancy, including, if warranted, taking legal steps to terminate tenancy. This must be made clear to the tenant or owner. If Tenant incurs in an additional debt to the PHA (2^{nd} debt) subsidy benefits to the program will be cancelled.

** The maximum amount for with the HA will enter into a repayment agreement with a

family or owner is $ 5,000

The maximum length of time the HA will enter into a repayment agreement with a family or owner is 3 years maximum

The minimum monthly amount of monthly payment for family repayment agreement is $ 25.00 .
The PHA will use the following scale system to determine the monthly payment.

Late Payments

A late payment will be considered to be in arrears if:

> The payment is not received by the close of the business day thirty days after the due date.

If the family's repayment agreement is in arrears, the HA will:

1. Grant an extension of fifteen (15) days if the account is in arrears for the first time.
2. If the family does not comply with the extension or is late often, the PHA will require the family to pay the balance in full.
3. If the family does not pay the balance in full, the PHA will refer the case to the Assistant Secretary for Legal Matters of the PHA to pursue civil collection of the amount due and to the Director of the Internal Audit Division for investigation.
4. If the PHA has to take civil action, the assistance will be terminated.

If the family requests a move to another unit and has repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears:

- The family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a repayment agreement for the payment of an owner claim:

- The family will be required to pay balance in full, or be terminated from the program.
- If the family repays the past due amount, the move will be allowed.

Repayment Schedule for Monies Owed to the PHA

A amount of _____ percent of the debt must be paid as first installment before a repayment agreement if executed.

Initial payment due _____ _____ _____

(% of total amount)	Amount owed	Maximum Term
_____% to _____%	0 -$500	3 – 6 months
_____% to _____%	$501 - $1,000	6 – 10 months
_____% to _____%	$1,001 – 2,500	12 – 18 months
_____% to _____%	$2,501 – 3,500	12 – 24 months
_____% to _____%	$3,501 – 5,000	24 – 36 months

The case must be referred to the Finance Division for the repayment schedule and collection and, if pertinent, referral to the Inspector General of the Department of Housing and Urban Development or to the Department of Justice. The case must also be investigated by the Office of Internal Audit of the Department.

There are some circumstances in which the PHA will not enter into a repayment agreement if the family already has a repayment agreement in place.

Guidelines for Repayment Agreements

Repayments Agreements will be executed between the PHA, the head of the household and the spouse.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Program Director.

No move will be approved until the debt is paid in full, unless the move is the result of the following causes, and the repayment Agreement is current:

- Family size exceeds the HQS maximum occupancy standards.
- The HAP contract is terminated due to owner non-compliance or opt-out.
- A natural disaster.

Additional monies owed:

If the family has a Repayment Agreement in place and incurs an additional debt to the PHA:

- Additional amounts owed by the family will not be added to the existing repayment agreement and will have to be paid in full.

Debts owed for claims
If a family owes money to the PHA form claims paid to an owner:

- The PHA will not enter into a Repayment Agreement.

Debts owed to Fraud/Non-reporting of Information

HUD's definition of program fraud and abuse is a single act or pattern of action that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

If a representative of the Department knows or has reason to know that any individual has actual knowledge that a claim or statement is false, fictitious, or fraudulent; acts in deliberate ignorance of the truth or falsity of the claim or statement, or acts in reckless disregard of the truth or falsity of the claim or statement, must refer the situation to the proper official of the Program.

Immediate action must be taken to communicate to the respondent (the person alleged to be liable for a civil penalty or assessment under 24 CFR 28.25) about the situation. If it corresponds to a Section 8 participant, a letter stating the facts must be sent to the person, allowing thirty days from the date of the letter for a written response. The response shall be deemed to be a request for a hearing. The response should include the admission or denial of each allegation of liability made in the complaint, and any defense on which the respondent intends to rely.

If the individual does not respond or does not bring evidence of proof of innocence, or the Hearing Officer's decision is against the individual, the case must immediately be referred to the Director of the Internal audit Division for investigation and referral to HUD, the Assistant Secretary of Finance, and the Secretary of Justice.

Program Fraud

Families who owe money to the PHA due to program fraud will be required to repay in accordance with the repayment procedures for program fraud, below.

If family owes an amount which equals or exceeds $5,000 as a result of program fraud, the case will be referred to HUD' Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution. All cases on which program fraud is evident must be referred to the Director of the Internal Audit Division.

Repayment procedures for Program Fraud

Families who commit fraud will be subject to the following procedures:

- The maximum time period for a Repayment Agreement will be 12 months.

- The family will be required to pre-pay one third (1/3) of the amount owed prior to or upon execution of the Repayment Agreement.
- The amount of the monthly payment will be determined in accordance with the repayment schedule above.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Section.

Owner debts to the PHA

If the PHA determined that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the PHA will:

- Require the owner to pay the amount in full within thirty (30) days.
- If the owner does not respond, the PHA will pursue collections through the local court system and
- Restrict the owner from future participation.

Civil recoveries

If tenants or owner who owe money to the Agency, abandon a unit or refuse to pay on a repayment agreement and there is evidence of possession of sufficient assets or income, a civil suit against the debtor must be filed to recover the money.

The HA will use a variety of collection tools to recover debts, including, but not limited to:

- Request for lump sum payments
- Civil suits
- Repayment Agreements
- Abatements
- Reductions
- Collection Agencies
- Credit Bureaus
- Income tax set-off-programs

The Secretary of Housing issued an Administrative order to establish procedures for the recovery, deposit, control and accounting of funds owed to the PHA. These procedures are in virtue of the dispositions of Law 97 of June 10, 1972, as amended, referred to as the Organic Law of the Department of Housing.

The Assistant Secretary for Finances and Information System of the Department of Housing is responsible for the procedures used in the recovery of debts either from owners or participants who receive assistance under the Section 8 program.

The personnel in charge of the recovery of debts is described below:

- Assistant Secretary for Finances and Information Systems
- Director for Finances in charge of Federal Funds
- Director of the Division in charge of the Recovery of Debts
- Accounting Assistants trained to act as collectors of money in each regional office.

The Assistant Secretary for Finances and Information Systems has trained Accounting Assistants on each Regional Office of the Section 8 program to assist in the collection of money from the debtors in their own regions.

Each collector will have control over receipts, accounts and money recovered. Accounts have been opened at each region, so that the money collected can be deposited, if possible, the same day it is received. The collector will keep the accounting books and will balance accounts at least twice in a year.

The Supervisory Collector for Federal funds will be responsible of the proper handling of money and accounting records. The Director of the Division in charge of the recovery of debts will take the necessary measures to correct findings uncovered by the Internal Audit Division, and will establish the recommendations received.

Criminal Prosecution

Most cases will be handled administratively. However, if documents show that a tenant willfully intended to misrepresent the truth and is unwilling to cooperate in repayment, the PHA will seek State prosecution in lieu of referral to HUD for Federal prosecution. This is so because of the advantages to prosecuting tenant fraud matters at the local level as opposed to the Federal level. Local prosecutions are often handled in a more timely manner. They usually generate local media coverage which serves as a deterrent to others.

Primary factors to consider in deciding whether to pursue prosecutive action are:

- Intent. Determine if there is documentation that the tenant knowingly and deliberately misrepresented the truth.

- Length of time abuse(s) occurred. If the abuses have been committed over several years, this is obviously more serious than a one-time occurrence.
- The amount of the loss. A loss of $20,000 justifies the economic cost of prosecution, but a loss of 4100 would not. Early discussions with prosecutors can establish what dollar amount would justify pursuing a case in their jurisdiction.

The HA will coordinate early enough in the process with the prosecutor to determine the criteria for prosecuting tenant fraud. Meeting with the prosecutor will enable the PHA to provide an overview of the housing process and to explain the violations most often committed. Such a meeting also will help the PHA to learn how to help prepare files for prosecution.

The PHA must obtain HUD approval before initiating litigation in which it is requesting HUD assistance or participation.

Referral for Prosecution of Purposeful Misreporting

In the PHA has reason to believe (preponderance of evidence) that the participant's or owner's abuse of the program was willful or intentional, the PHA will refer the cases to the appropriate HUD Special Agency in Charge for investigation and possible criminal prosecution. The PHA will also pursue remedies under state or local law, as established above, with an information copy to the appropriate RIGI. Cases sent to RIGI for investigation should contain, at minimum, the following information:

- Name and address of subject (s)
- Synopsis of alleged abuse, violation, intentional misrepresentation, of fraudulent activity, including the source of information
- Identity and address of known witnesses or persons having knowledge of the allegation (s)
- Known or suspected period during which alleged offense (s) occurred
- Known or suspected monetary loss
- Finding of the PHA any corrective or administrative actions or sanctions taken by the PHA, and
- Indication of whether the matter has been referred to or considered by local prosecution or law enforcement agencies.

Writing Off Debts

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than one calendar year old.
- A determination is made that the debtor is judgment proof.
- The debtor is deceased and there are no heirs or persons responsible for his or her debts.

- The debtor is deceased and there are no heirs or persons responsible for his or her debts.
- The debtor is confined to an institution indefinitely or for more than three years.
- The amount is less that two hundred dollars ($200) and the debtor cannot be located.

Application of amounts recovered

- The PHA may only use the amount of the amount of the recovery it is authorized to retain in support of the section 8 program in which the fraud occurred.
- The remaining balance of the recovery proceeds (i.e., the potion of recovery the PHA is not authorized to retain must be applied as directed by HUD.

Record keeping and reporting

To permit HUD to audit amounts retained under this part, the PHA must maintain all records required by HUD, including:

- Amounts covered on any judgment or repayment agreement
- The nature of the judgment or repayment agreement, and
- The amount of the legal fees and expenses incurred in obtaining the judgment or repayment agreement and recovery.

SECTION 25

PROGRAM MANAGEMENT PLAN – ORGANIZATION PLAN

The organization of the Department of Housing's Section 8 Program is as follows:

1. Secretary of Housing: Responsible for all aspects of all housing programs administered by the Department of Housing of the Commonwealth of Puerto Rico.

2. Assistant Secretary Housing Subsidy and Community Development: Responsible for all aspects of the Section 8 Housing Choice Voucher program.

3. Section 8 Director: Responsible for the programmatic aspects related to the programs that are carried out by the different regions on which the Department is divided.

4. Regional Supervisors: Responsible for the administration of the program on each region. Each region serves eight or more municipalities.

5. Housing Inspectors: Perform inspection to assure that all assisted units comply with the HQS requirements.

6. Housing Technicians: Perform the duties of admission, certifications, and all aspects of the Section 8 tenancy not related to the inspections.

7. Quality Control Area: Performs the quality control supervision (compliance enforcement) of all the administrative and programmatic aspects of the program, including SEMAP and MTCS within the 9 Regional Offices and Operational Support Area.

8. Office of Audit: Administers the Housing Authority's Integrity program through investigations of fraud and abuse and compliance enforcement.

9. Deputy Secretary for Finances: Administers the recovery of debts from participants and owners.

SECTION 26

PROGRAM COMPLIANCE

Department of Housing and Urban Development

Review of Contract Compliance

HUF will review program operations in such intervals as it deems necessary to insure that the owner and the HA are in full compliance with the terms and conditions of the contract and the ACC. Equal housing opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

PHA's Monitoring Program

In order to comply with the SEMAP required measures, this PHA will verify the performance on the following indicators established by HUD. Of the universe of over eight thousand participants, a quality control examination will be made of ten percent (10%) of each activity performed by the HA, to assure quality proper production and performance. The benchmark for each activity is established below:

1. Waiting List – Proper selection of applications from the Section 8 waiting list

   Written admission policies are established on the Administrative Plan. The HA will try to assure that at least 985 of admissions are selected from in accordance with policies and meet he selection criteria.

2. Rent Reasonableness

   To have rent reasonableness studies on all cases on which a contract is to be executed. Written methods are included in this Administrative Plan.

3. Determination of adjusted income

   Assure that 3rd party verification is made on at least 98 % of applicants and participants to assure that PHA does not pay more nor participants pay less than they should. For the cases on which the third party verification is not made, documentation will be required to justify the fact.

4. Utility allowance schedule

   Utility rate data will be analyzed every twelve months and the schedule will be adjusted if there is a change of over 10% in the actual one, to assure that tenants do not pay more rent than they should.

5. HQS Quality Control Inspections

   HA supervisors will reinspect at least 5% of the number of units under contraction during each FY. Reinspected sample will be drawn from recently completed HQS inspections and will represent a cross section of neighborhoods and inspectors, so that participants, to assure quality on the performance of the inspections made.

6. HQS enforcement

   Assure that al least 98% of life-threatening deficiencies are corrected within 24 hours and other deficiencies are corrected within 30 days or HA approved extensions, or
   If deficiencies are not corrected in a timely manner, the HA will stop HAP payments, or
   For a family-caused defects, the HA will take action to enforce family obligations.
   To ensure that family do not occupy units and the PHA does not pay for units that do not meet HQS.

7. FMR Limit and Payment Standards

   Assure that at lest 985 of initial gross rents are in accordance with the FMR or payment standards established.

8. Timely Annual HQS inspections

   Inspect each unit under contract al least annually to assure that at least 98% of owners comply with HQS, and tenants live in decent, safe and sanitary dwellings.

9. Family Self-Sufficiency

   To have at least 90% of enrollees in the Family Self-Sufficiency program.
   To have all escrow account established for each family with escrow balances.

10. Lease-Up

    To have a lease-up record of at least 98% so that more families benefit from the rent subsidy offered by the Program.

11. Pre-contract HQS inspections

    To have each newly leased unit inspected before date of lease and HAP contract, so as to assure decent, safe and sanitary dwelling to participants.

12. Deconcentration bonus

    To have at least one half or more of Section families with children from low poverty areas to move to higher income areas.

13. Accurate verification of family income

    To assure that verification is made on 98% on applicants and participants income, so that family share is properly established. Credit reports will be produced for all applicants and participants, to assure that the correct income is taken into account to determine rent.

14. Timely annual recertifications

    To assure that at least 98% of the reexaminations are up to date, so that families will pay according to their circumstances, and MTCS reports may reflect the actual occupancy on record.

15. Correct calculation of the tenant share of the rent and the subsidy portion

    To assure that at least 98% of the rent is properly calculated, so that the program may not pay more nor the family less than they are supposed to.

The Quality Control and Monitoring team will make reviews to all regions to assure compliance with all the requirements established on the SEMAP.

SECTION 27

CLOSING OF FILES AND PURGING INACTIVE FILES

This HA will purge inactive files after they have been closed for a period of five years, as established by the Comptroller of Puerto Rico. Troubled cases or cases involving a household containing a minor with a reported elevated blood-lead level will be kept until the pertinent situation is closed.

During the term of each assisted lease and for five years thereafter, the HA will keep the lease, HAP Contract and the application from the family. In addition, the HA must keep for at least five years the following:

- Records with racial, ethnic, gender and disability status data for applicants and participants.
- The application form each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Other records which may be specified by HUD.

The HA shall retain all data for current participants for audit purposes. No information shall be removed which may affect an accurate audit.

SECTION 28
ADMINISTRATIVE PLAN FOR THE HOMEOWNERSHIP PROGRAM
(Amended January 20, 2010)

1. Purpose

The main objective of the Puerto Rico Department of Housing (PRDH) Homeownership Program is to make homeownership assistance available for any qualified applicant or participant of the Housing Choice Voucher Program (HCVP). The purpose of the program is to assist eligible Section 8 families with the option of purchasing a home with their Section 8 voucher rather than renting. The HCVP, will provide homeownership assistance through monthly payments directly to the lender. The homeownership option is limited to 20 % of the total Section 8 Voucher Program administered by PRDH, in any fiscal year.

2. Family Eligibility Criteria

In order to participate in the Homeownership Program, clients must meet the following criteria at commencement of assistance:

A. Family must be a participant

The family must meet the eligibility criteria for the Section 8 voucher Program.

B. First time homeowner

Each Section 8 family, except families with a disabled member, must be a first-time homeowner.

A 'first time homeowner' means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of homeownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered 'first time home owner' for purposes of the Section 8 homeownership option; and the right to purchase title to a residence under a lese-purchase agreement is not considered an 'ownership interest'. A member of a cooperative (as defined in section 982.4) also qualifies as a first time homeowner.

C. Minimum Income Requirement

1) Amount of income

At the time the family begins receiving homeownership assistance, the head of household, spouse, and/or other household member who will own the home,

must have a gross annual income at least to the federal minimum hourly wage multiplied by 2000 hours (the current threshold is $10,300). Welfare assistance does not count toward meeting this minimum, except for elderly or disabled households. This only applies when the family first begins receiving assistance under the homeownership program. Families are not required to continue to meet it **since an interim certification is authorize. Nevertheless, if unemployment benefits takes place, the family will be allow to participate in the Homeownership Program until unemployment benefits are received. The PRDH will reserve the right to require evidence of employment searching.** (Amended January 20, 2010)

2) Exclusion of Welfare Assistance Income

With the exception of elderly and disabled families, the HCVP will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. A separate national standard minimum income has been established for disabled families.

Welfare assistance shall be included only for those adult elderly or disabled family members who will own the home. Welfare assistance includes assistance from Temporary Assistance for Needy Families (TANF), that is subject to an income eligibility test; food stamps; general assistance; or whether welfares assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the homeownership program. It does not affect the determination of income-eligibility for admission to the Section 8 housing Choice Voucher Program, calculation of the family's total tenant payment, or calculation of the amount of homeownership assistance payments.

D. Employment History

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. Self-employment and successive jobs will be considered as continuous.

E. Prior Mortgage Default

If a head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents, has previously defaulted on a mortgage obtained through the Section 8 Homeownership Program, the family be ineligible to participate in the Homeownership Program.

Participants in the Section 8 Housing Choice Voucher Program shall be ineligible for participation in the Section 8 homeownership program in the event any debt or portion of a debt remains owed to HCVP or any other Housing Authority.

Nothing in this provision will preclude Section 8 participants that have fully repaid such debts(s) from participating in the Section 8 Homeownership Program.

F. Prohibition of Ownership Interest

No family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home, except for cooperative members who have acquired cooperative membership shares prior to commencement of assistance.

G. Contract of Sale

The family must have entered a contract of sale, except for cooperative members who have acquired cooperative membership shares prior to the commencement of assistance.

3. Family Participation Requirements

The HCVP will offer briefings to tenants to discuss homeownership options, including geographic choice, portability and benefits of moving to low-poverty areas.

Tenants will be selected from those participating in the Housing Choice Voucher program that show an interest in the homeownership program. No waiting list will be kept for applicants to the homeownership program.

(A) Complete a homeownership counseling program approved by HCVP prior to commencement of homeownership assistance;
(B) Within a time specified by the HCVP in this plan, locate the home it proposes to purchase;
(C) Submit a sales agreements containing specific components to the HCVP for approval;
(D) Allow the HCVP to inspect the proposed homeownership dwelling to assure that the dwelling meets appropriate housing quality standards;
(E) Obtain an independent inspection covering major building systems;
(F) Obtain the HCVP approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and,
(G) Enter into a written agreement with the HCVP to comply with all of its obligations under the Section 8 program.

If the family were unable to complete the homeownership-counseling program before the closing of the sale, the HCVP may offer post-purchase counseling.

A. Homeownership and housing counseling program

A family's participation in the homeownership program is conditioned on the family attending and successfully completing a homeownership and housing counseling program provided or approved by the HCVP prior to commencement of homeownership assistance. The homeownership and counseling program will cover fair housing, home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing; predatory lending issued, finding a home and the advantage of purchasing and locating homes in areas that do not have a high concentration of low-income families.

B. Locating and Purchasing a Home

1) Locating a Home

Upon approval for the Section 8 homeownership program, a family shall have sixty (60) days to locate a home to purchase. A home shall be considered located when the family submits a proposed sales agreement with the requisite components to the HCVP. For good cause, the HCVP may extend a Section 8 family's search for a home for additional sixty (60) days. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan.

Families will be required to report periodically (every month) on the progress of their search.

2) Type of Home

A family approved for the Section 8 homeownership assistance may purchase the following type of homes within any Municipality in the Commonwealth of Puerto Rico: a new or existing home, a single-family home, a condominium unit or a cooperative unit. The home must already exist or be under construction at the time the HCVP family is eligible for homeownership assistance to purchase the unit.

Houses not yet under construction
Houses not ye under construction are acceptable under the homeownership program according with the 24 CFR Part 982. However, a unit can be under construction at the time the family enters

into the contract of sale-and not at the time the PHA determines the family is eligible for homeownership assistance to purchase the unit. A unit will be under construction if the footers have been poured.

Units where family will not own fee title to the real property

Eligible housing includes any housing where the family will not own fee title to the real property on which the home is located. However, the family must have the right to occupy the site for a period of at least forty years. The home must have a permanent foundation.

3) Purchasing a Home

Once a home is located and a sales agreement approved by the HCVP is signed by the family, the family shall have up to sixty (60) days, or such other time as is approved by the HCVP Coordinator or set forth in the HCVP approved sales agreement to purchase the home.

4) Failure to Complete Purchase

If a Section 8 participant is unable to purchase the home within the maximum time permitted by the HCVP, the Agency shall continue the family's participation in the Section 8 housing choice voucher program. The family may not re-apply for the Section 8 Homeownership Program until they have completed an additional year of participation in the Section 8 housing choice voucher program.

5) Lease-Purchase Agreements

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the housing choice voucher program apply to lease purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase related expenses-a "homeownership premium."

Any "homeownership premium" defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from the rent reasonableness determination and subsidy calculation, and must be absorbed by the family.

When a lease-purchase participant family is ready to exercise their option, they must notify the Homeownership Counselor at the HCVP and apply for the homeownership option. If determined eligible for homeownership assistance, the family may be admitted to the

homeownership program and must meet all the requirements of these policies.

Prior to closing the sale, the conventional rental assistance and the Section 8 payment cannot be used to cover the 'homeownership premium.' Instead, the family must used its own funds for the premium.

C. Contract of Sale

Prior to commencement of assistance, a member or members of the participant family must enter into a contract of sale with the seller of the unit to be acquired by the family. A copy of this contract must be given to the HCVP.

The contract must:

1) Specify the price and other terms of sale by the seller to the purchaser.
2) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
3) Provide that the purchaser is not obligated to pay for any necessary repairs.
4) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of the Code of Federal Regulations.

PHA disapproval of seller

The HCVP may deny approval of a seller for any reason provided for disapproval of an owner under the voucher rental program regulations. These reasons include:

- Violations of the housing assistance payments (HAP) contract;
- Committing fraud;
- Bribery; or
- Any other corrupt or criminal acts in connection with any Federal housing program;
- Engaging in drug related or violent criminal activity;
- Non-compliance with HUD's housing quality standards (HQS);
- Failing to meet State or local housing codes; and

- Failure to pay State or local real estate taxes, fines or assessments.

D. Independent Initial Inspection Conducted

To assure that the unit to be acquired complies with the housing quality standards required by HUD and the Section 8 program, homeownership assistance payments may not commence until the HCVP personnel inspects the home. An independent professional inspector selected and paid by the family and approved by HCVP must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, and electrical systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The HCVP may not commence homeownership assistance for the family until the Agency has reviewed the inspection report of the independent inspector.

E. Financing Requirements

The family is responsible for securing financing. HCVP has established financing requirements, listed below, and may disapprove proposed financing if HCVP determines that the debt is unaffordable. In making this determination the HCVP will take into account other family expenses, such as childcare, unreimbursed medial expenses, homeownership expenses, and other family expenses as determined by the HCVP.

HCVP will prohibit the following forms of financing:

- Balloon payment mortgages.
- Seller financing

If the purchase of a home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements.

If a mortgage is not FHA-insured, the HCVP will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

There is no prohibition on using state, local or other subsidized financing, in combination with Section 8 homeownership assistance.

F. Compliance with Family Obligations

A family must agree, in writing, to comply with all family obligations under the Section 8 program and the Puerto Rico Department of Housing Homeownership policies. These obligations include:

(1) Attending ongoing homeownership counseling, if required by the HCVP;
(2) Complying with the mortgage terms;
(3) Not selling or transferring the home to anyone other than a member of the assisted family who resides in the home while receiving homeownership assistance;
(4) Not refinancing or adding debt secured by the home without prior approval of the HCVP;
(5) Not obtaining a present ownership interest in another residence while receiving homeownership assistance; and
(6) Supplying all required information to the HCVP, including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out, and notice of mortgage default.
(7) No family member may have any ownership interest in any other residential property;
(8) The HCVP Family Obligation policies are set forth in Appendix A herewith.

G. Compliance Lien Why first right of refusal to purchase?

Upon purchase of a home, the family must execute documentation as required by HUD and the HCVP, consistent with State and local law, securing the HCVP's first right of refusal to purchase the property in the event of a default; the right to review and approve any refinancing of existing indebtedness; and the right to enforce other terms and conditions of the agreement for the purchase of the property purchased with the homeownership assistance.

4. Amount of Assistance

The amount of the monthly assistance payment will be based on three factors:

- The voucher payment standard for which the family is eligible;

- The monthly homeownership expense;
- And the family's household income.

The HCVP will pay the lower of the payment standard minus the total family contribution (TFC) or the family's monthly homeownership expenses minus the Total Family Contribution.

A. Determining the Payment Standard

The voucher payment standard is the fixed amount the HCVP annually establishes based on the fair market rent for a unit of particular size located within the jurisdiction of each of the Municipalities of Puerto Rico.

The HCVP will use the same payment standards, subsidy standards and utility allowances for the homeownership program as for the voucher program. If the home is in an area where the PHA uses an exception payment standard, the payment standard applies.

In the homeownership program, the initial payment standard will the lower of:

(1) The payment standard for the family unit size; or
(2) The payment standard for the size of the home.

The payment standard for subsequent years will be based on the higher of:

(1) The payment standard in effect at commencement of the homeownership assistance; or
(2) The payment standard in effect at the most recent regular reexamination of the family's income and size.

The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size.

B. Determining the Monthly Homeownership Expense

Monthly homeownership expense includes all of the following:

- Principal and interest on the initial mortgage debt and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt;
- Real estate taxes and public assessments;
- Home insurance;

- HCVP allowance for maintenance expenses;
- HCVP allowance for costs of major repairs and replacements (replacement reserves);
- Utility allowance per the Program schedule of utility allowances;
- Principal and interest on mortgage debt incurred to finance major repairs;
- Replacements or improvements for the home including changes needed to make the home accessible for person with disabilities; and
- Homeowner association dues, fees or regular charges assessed, if any.

Homeownership expenses for a cooperative member may only include:

- The HCVP approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public and interest on the home;
- Principal and interest on the initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The allowances for maintenance expenses;
- HCVP allowance for major repairs and replacement and utilities; and
- Principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible for person with disabilities.

The allowances for maintenance expenses and repairs and replacements are not to be based on the condition of the specific home but to be general amounts. The HCVP will consult with housing counseling agencies, local realtors and other for advice. Household will not be permitted to include this maintenance and repair allowances into escrow.

If the home is a cooperative or condominium unit, expenses may also include the cooperative or condominium or cooperative homeowner association.

C. Determining the Total Family Contribution

The Total Family Contribution is that portion of the homeownership expense that the family must pay. It is generally 30 percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance) will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

D. Payment to Family or Lender

The HCVP will provide the lender with notice of the amount of the housing assistance payment prior to close and will pay the contribution towards the family's homeownership expense directly to the lender.

5. Termination of Section 8 Homeownership Assistance

A. Grounds for Termination of Homeownership Assistance

(1) Failure to comply with family's obligations as described in this Plan.

(2) Mortgage default.

The Agency may permit the family to move to a new unit with continues voucher rental assistance, except when;

a. The family defaulted on a FHA-insured mortgage, and
b. The family fails to demonstrate that:
    1. The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and
    2. The family has moved, or will move, from the home within the period established or approved by HUD.

(3) For illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents.

(4) A family evicted from housing assisted under the program for serious violation of the lease.

(5) If any of the member of the family fails to sign and submit consent forms for obtaining information required.

(6) A family member does not established citizenship or eligible immigration status, and the applicable informal hearing procedures.

(7) If any member of the family has been evicted from federally assisted housing in the last five years.

(8) If a PHA has ever terminated assistance under the program for any member of the family.

(9) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing program.

(10) If the family currently owes rent or other amounts to the PHA or to an owner under a Housing Assistance Payment contract for rent, damages to the unit, or other amounts owed by the family under a lease

(11) If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

(12) If a family participating in the Family Self Sufficiency program fails to comply, without good cause, with the family's FSS contract of participation.

(13) If the family has been engaged in criminal activity or alcohol abuse.

B. Procedure for Termination of Homeownership Assistance

A participant in the Section 8 Homeownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of the HCVP for the Section 8 housing choice voucher program.

6. Continued Assistance Requirements

A. Occupancy of Home

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, the HCVP will not continue homeownership assistance after the month when the family moves out.

7. Term of Homeownership Assistance

Except in the case of a family that qualifies as an elderly or disabled family, the participant of the HCVP will not receive homeownership assistance more than:

a. 15years, if initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
b. 10 years in all other cases.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable.

If the family has received such assistance for different homes, or from different PHA, the total of such assistance terms is subject to the maximum term described before.

The PHA will not approve more than one move by the family during any one-year period.

Changes in Income Eligibility

A family's homeownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Homeownership Program shall continue until such time as the assistance payment amounts to $0 for a period of six (6) consecutive months.

8. Annual Recertification

The PHA will reexamine family income and composition annually and adjust the homeownership assistance amount accordingly. The payment standard will be adjusted at annual recertification of family income and composition, but can never be lower than that used at the start of the homeownership assistance for the home.

9. Exclusion of home value in determining annual eligibility

In determining annual income, the value of a home purchased with Section 8 homeownership assistance is excluded for the first 10 years after the purchase date. [5 CFR 5.603(b)]

10. Portability feature

A family determined eligible for homeownership assistance by the HCVP may purchase a unit outside its jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership families.

The procedures to be applied for the portability of assistance in the HCVP will be the same as in the voucher program.

11. Recapture of Homeownership Assistance [24 CFR 982.640]

In certain circumstances the homeownership assistance provided to the family is subject to total or partial recapture upon sale or refinancing of the home. Sale proceeds that are used by the family to purchase a new home with section 8 homeownership assistance are not subject to recapture. Further, a family may refinance to take advantage of better terms without any recapture penalty, provided that no proceeds are realized (cash out). Only "cash out" proceeds from refinancing

and sale proceeds not used to purchase a new home with section8 assistance less those amounts provided for in 24 CFR 982.640 are subject to recapture. Further, the amount of homeownership assistance subject to recapture shall automatically be reduced in annual increments of 10% beginning one year from the purchase date. At the end of 10 years the amount of homeownership assistance subject to recapture will be zero.

HCVP will comply with CFR 982.640 in recapturing a percentage of the homeownership assistance provided to the family upon sale or refinancing of the home.

Upon purchase of the home, the family shall execute documentation securing the PHA's right to recapture homeownership assistance.

12. Waiver or Modification of Homeownership Policies

The HCVP Director shall have the discretion to waive or modify any provision of the Section 8 homeownership program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

Appendix A

Puerto Rico Department of Housing
Section 8 Homeownership Program

Statement of Homeownership Obligations

This form is to be signed by the home buyer(s) in the presence of the PRDH's-HCVP Coordinator. The Coordinator will explain any and all clauses which you, the home buyer(s), may not understand.

The following paragraphs described your responsibilities under the Section 8 Homeownership Program. If you or members of your household do not meet these responsibilities, through your actions or your failure to act, you may be terminated from the Section 8 Homeownership Program.

1. Family Obligations: You must comply whit all Family Obligations of the Section 8 Housing Choice Voucher Program (HCVP), excepting only the prohibition against owning or having an interest in the unit. (Family obligations 982.551 (c), (d), (e), (f), (g) and (j) do not apply to the Section 8 Homeownership Program).
2. Housing Counseling: All participating family members (i.e., those signing the purchase offer and loan documents) must satisfactory complete a HCVP approved counseling program prior to commencement of Homeownership assistance. This HA requires any or all-participating family members to attend additional housing counseling classes as a condition of continued assistance.
3. Purchase Contract: You must include contract conditions in any Offer to Purchase that give the HCVP a reasonable time (a) to inspect the home for compliance with HUD's Housing quality Standards; (b) to review and approve a professional home inspection report obtained by you from the HCVP approved inspector; and (c) approve the terms of your proposed financing. Advise your Realtor of these requirements.
4. Mortgage Obligations: You must comply with the terms of any mortgage incurred in the purchase of the property and must notify the HCVP's Counselor within five (5) days of any late payments or default notice.
5. Occupancy: You must occupy the unit as your principal residence. You may not transfer, sell, or assign any interest in the property without the HCVP's prior written consent. You may not rent or lease any part of the premises without HCVP prior written consent. You must notify the HCVP, in writing, at least thirty (30) days prior to moving out of the house for a period of thirty (30) days or longer or prior to any sale, transfer, assignment, lease or other form of alienation of the assisted property.
6. Maintenance: You must maintain the property in a decent, safe and sanitary

manner. You must allow the HCVP to inspect the property within one week of a demand by the HCVP to conduct an inspection. You must correct any notice of deficiency issued by the HCVP within the time limit specified in the notice. If you fail to adequately maintain the property, the HCVP may divert the maintenance and replacement reserves portions of the Homeownership Assistance Payment to an escrow account to be used to pay for reasonable and necessary maintenance expenses.

7. Annual Re-examination: You must annually provide the HCVP with current information regarding family income and composition in a format required by the HCVP. **If unemployment benefits takes place, the family will be allow to participate in the Homeownership Program until unemployment benefits are received. The PRDH will reserve the right to require evidence of employment searching.**
8. Refinancing: You must notify the HCVP of any proposal to refinance the original purchase mortgage or of any proposal to encumber the property with secondary financing and obtain the HCVP written approval of such financing prior to executing any loan documents.
9. Default: In the event of a default on your mortgage obligation, you must cooperate with the HCVP and the lender to minimize any loss to the lender in order to maintain your eligibility to continue as a participant in the Section 8 Housing Choice Voucher Program (HCVP).
10. Recapture: You must sign and have recorded a lien, in a form required by HUD, securing the HCVP's right to recapture a percentage of homeownership assistance provided to you upon your sale or refinancing of the home within a 10 year period after the purchase date. The amount of recapture shall be calculated in accordance with HUD regulations and shall be subject to automatic reduction in 10% increments annually beginning one year from the purchase date.

By signing below, I attest that I have read and understood my obligations as a participant in the Section 8 Homeownership Program and I agree to abide by these responsibilities. I understand that the HCVP may terminate my homeownership assistance if I violate any of these obligations, but that I any request an informal review of any proposed notice of termination prior to it becoming effective.

Purchaser	HCVP Coordinator

SECTION 29
PROJECT-BASED VOUCHER PROGRAM

General Information

This PHA intends to keep a stock of decent, safe and sanitary dwellings for families who want to improve their living conditions by moving from poverty concentrations vicinities to better living environments. The lack of decent, safe and sanitary housing available in the market for assisted families has made it necessary to open new opportunities for owners to offer their existing, to be rehabilitated or new construction units to our program.

Requirements – Percent Limits

The PHA may attach project-based assistance to units if:

1. The number of units to be project-based does not exceed the applicable percent limit.
2. The number of units to be project-based is not under a tenant-based or project-based HAP contract or otherwise committed (e.g. voucher issued to families searching for housing or units under an agreement).

The applicable percent limit is 20 percent of the amount available under the ACC. This PHA will ensure that the total cumulative amount of assistance that is attached to structures with project-based assistance is whiting the permissible percentage according to the amount available under the ACC for tenant-based assistance administered by this PHA.

PHA Plan and deconcentration goals and expanding housing opportunities

The PHA option to provide project based voucher assistance will be integrated in the PHA Plan. The lack of single family units for assisted rents has made this PHA to consider that to provide project based assistance is appropriate and consistent with the statutory goals of "deconcentrating poverty and expanding housing and economic opportunities" to our applicant families.

As established by HUD, a contract for project basing under the voucher program must be consistent with the goals of deconcentrating poverty and expanding housing opportunities. All new project-based assistance agreements of HAP contracts must be for units in census tracks with poverty rates of less than 20 percent, unless HUD specifically approves an exception.

Non-discriminating requirements

As with all programs that are covered by the PHA plan, the programs must be carried our in conformity with the nondiscrimination requirements specified in the PHA Plan regulation, and must a affirmatively further fair housing, as required by the PHA Plan regulations.

Partially assisted buildings

This PHA will offer project-based assistance according to the parameters established by HUD, which are as follows:

- 25 percents on the number of dwellings units in any one building, except
- The following types of housing, which are except from this cap and may receive 100% of assistance in any one building: project-based dwelling units in single family properties and dwelling units specifically for elderly families and disabled families.

Project-based assistance may be contracted with structures under new construction, existing, or which required rehabilitation.

Existing Units

A housing unit will be considered "existing unit" for purposes of the project-based program if, at the time of the PHA's written notice of selection of the project for project-based assistances, the units require a maximum expenditure of less than $ 1,000 per assisted unit (including the unit's prorated share of any work to be accomplished on common areas or systems) to comply with the HQS.

Physical condition standards-physical inspection requirements

All the units to be assisted must meet the HQS performance requirements established at 24 CFR 982.401, at commencement and during the term of assisted occupancy.

The PHA must inspect 100 percent of project-based voucher units before entering into the HAP contract. However, in the PHA project-based program the PHA is not required to inspect each assisted unit in a project annually, thus allowing annual inspection of a representative sample of the project-based voucher units in project.

Space and security

The project selected must comply with the following:

In addition to the standards mentioned below, the dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

- The Lead-based paint Poisoning Prevention Act (42 U.S.C. 5932-4846) the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852-4856) and implanting regulations at 24 CFR 35, subparts A, B, H and R apply to units assisted under the project-based program.

Acceptability criteria

In addition to meeting HQS performance requirements, the housing must meet the following acceptability criteria for these key aspects of housing quality:

Site and neighborhood standards.

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Sanitary condition
- Smoke detectors

Site and neighborhood must meet the following:

- The site must not be located in an area of minority concentration, except if sufficient, comparable opportunities exist for housing for minority families, in the income range to be served by the proposed project, outside areas of minority concentration, or the project is necessary to meet overriding housing needs that cannot be met in that housing market areas. This will produce a reasonable distribution of assisted units each year, which, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration.

- The structures must be adequate in size, exposure and contour to accommodate the number and type of units proposed; adequate utilities and streets, and
- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- Be accessible to social, recreational, educational, commercial and health facilities and services that are at least equivalents to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwelling or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.
- Except for new construction housing designed for elderly persons. Travel time and cost via public transportation or private automobile, from the neighborhood to place of employment providing a range of jobs for lower-income workers, must not be excessive.

The HA will not attach or pay project-based assistance to the following types of housing:

- Shared housing; nursing homes, and facilities providing continual psychiatric, medical, nursing services, board and care or intermediate care
- Units within the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- Housing located in an area that has been identified as having special flood hazards, unless the community in which the area is situations is participating in the National Flood Insurance program. The HA will ensure that flood insurance on Protection Act of 1973 (42USC 4001 et seq.)
- Collage or other school dormitories
- A manufactured home
- Public housing
- A unit subsidized by any other form of Section 8 assistance (tenant-based or project –based)
- A unit subsidized with any local or State rent subsidy
- A Section 236 project (insured or non-insured); or a u nit subsidized with Section 236 rental assistance payments
- A Rural Development Administration Section 515 project
- A unit subsidized with rental assistance payments under section 521 of the Housing Act of 1949 (a Rural Development Administration Program)
- A Section 221 (d)(3) project
- A project with a Section 202 loan
- A section 202 project for non-elderly persons with disabilities
- Section 202 supportive housing for the elderly
- A section 101 rent supplement project
- A unit subsidized with tenant-based assistance under the HOME program, or
- Any unit with other duplicative Federal, State, or local housing subsidy, as determined by HUD. For that purpose, "housing subsidy" does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Security for financing

If an owner is proposing to pledge the Agreement to a HAP contract as security for financing, t he owner must submit the financing documents to the HA. In determining the approvability of a pledge arrangement, the PHA will review the documents submitted by the owner to ensure that the financing documents do not modify the Agreement or HAP contract. Any pledge of the Agreement or HAP contract must be limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.

Displacement, relocation and acquisition for projects to be rehabilitated

Whenever a building or complex is rehabilitated and some, but not all, of the rehabilitated units will be assisted upon completion of the rehabilitation, the relocation requirements cover the occupants of each rehabilitated unit, whether or not Section 8 assistance will be provide for the units.

Temporary Relocation

The following policies cover residential tenants who will not be required to move permanently but who must be relocated temporarily from the project. Such tenants must the provided:

- Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary housing and any increase in monthly rent/utility cost.
- Appropriate advisory services, including reasonable advance written notice of
    - The date and approximate duration of the temporary relocation
    - The location of the suitable, decent, safe and sanitary dwelling to be made available for the temporary period.
    - the terms under which the tenant may lese and occupy a suitable decent, safe and temporary dwelling in the project upon completion of the project, and
    - The assistance required to be given, as described above.

Responsibility of the HA

1. The PHA will provide assurance that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements established by HUD, and will ensure such compliance notwithstanding any third party's contractual obligation to the HA to comply with these provisions.

2. The cost of required relocation assistance may be paid for with funds provided by the owner, or with local public funds, or with funds available from other sources. The cost of the PHA advisory services may be paid from preliminary fees or ongoing administrative fees.

3. The HA will maintain records in sufficient detail to demonstrate compliance with the provisions established by HUD. The HA will maintain records on the race, ethnicity, gender, and disability of displaced persons.

Other Federal requirements
Equal Opportunity and related requirements

This PHA will comply with the Equal Opportunity requirements specified in 982.53 and Section 504 of the Rehabilitation Act of 1973 (24 CFT part 8) and the Fair Housing Amendments Act of 1988 (24CFR part 100).

Activities to be developed are subject to HUD environmental regulations at 24 CFR part 58. This PHA will not attach assistances to a unit, unless, before it enters into an Agreement to provide project-based assistance for the unit:

The unit of general local government within which the project is located that exercises land user responsibility or, as determined by HUD has completed the environmental review required by 24 CFR part 58 and provided to the PHA for submission to HUD the completed request for release of funds and certifications, and
HUD has approved the request for release of funds.

The HA will comply with the following additional requirements:

- Clean Air and Federal Water Pollution Control Act
- Flood Disaster protection Act of 1973
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u) and the regulation in 24 CFR part 135
- Executive Order 11246, equal Employments Opportunity (for all construction contracts of over $10,000)
- Executive order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprises
- Executive Order 12432, Minority Business Enterprise Development, and 12138, Creating a National Women's Business Enterprise Policy, and
- Payments of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, to all laborers and mechanics employed in the construction or rehabilitation of the project under and Agreement covering nine or more assisted units, and compliance with the Contract work Hours and Safety Standards Act.

- The provisions related to the employment, engagement of services, awarding contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

Agreement to enter into housing assistance payments contract

A written agreement between the owner and the PHA will be executed, specifying that, upon satisfactory completion of the new construction or the rehabilitation in accordance with requirements specified in the Agreement, the PHA will enter into a HAP contract with the owner.

Accounts and records
During the term of each assisted lease, and at least five years thereafter, the PHA will keep:

- A copy of the executed leased
- The application from the family

During the HAP contract term, and for at least three years thereafter, the HA will keep a copy of:

- The HAP contract
- Records to documents the basis for determination of the initial rent to owner, and for the HA determination that rent to owner is a reasonable rent (initially and during the term of the HAP contract).

Owner Application Submission to enter into a Agreement

PHA unit selection policy, advertising, and owner application requirements

General

The policy established on this administrative plan has to be approved by HUD. Competitive procedures and selection of units for existing housing with assistance attached to 25 percent or fewer of the units in a building does not require HUD approval.

However, HUD approval for existing housing developments with more than 25 percent project-based units (i.e., for elderly) and for newly constructed or rehabilitated units is required. The tenant selection policy is established on this plan, and the selection policy regarding owners and structures is established on this section.

Advertising requirements:

The following advertising requirements apply to existing with 25 percent or less units or the new construction or rehabilitated structures.

The PHA must advertise in a newspaper of general circulation that the PHA will accept applications for assistance under the project-based Housing Choice Voucher program, with specifications as to the kind of project that will be assisted. It will advertise if consideration will be given to existing, new construction or projects for rehabilitation, and the kind of families to be assisted. The advertisement will be published once a week for three consecutive weeks. It will specify the application deadline of at least 30 days after the date the advertisement is last published; will specify the number of units the PHA estimates it will be able to assist under the funding the PHA is available for this purpose, and will state that only applications submitted in response to the advertisement will be considered.

Owner application:

The owner's applications must contain the following:

1. Description of the housing to be constructed or rehabilitated, including the number of units by size (square footage), bedroom count, bath room, count, sketches of the proposed new construction or rehabilitation, unit plans, listing of amenities and services, and estimated date of completion. For rehabilitation, the description must describe the property as is, and must also describe the proposed rehabilitation.
2. Evidence of site control, and for new construction identification and description of the proposed site, site plan and neighborhood.
3. Evidence that the proposed new construction or rehabilitation is permitted by current zoning is likely and will not delay the project.
4. The proposed contract rent per unit, including an indication of which utilities, services, and equipment are included in the rent and which are not included. For those utilities that are not included in the rent, an estimate of the average monthly cost for each unit type for the first year of occupancy.
5. A statement identifying:

    - The number of persons (families, individuals, businesses and nonprofit organizations) occupying the property on the date of the submission of the application.
    - The number of persons to be displaced, temporarily relocated, or moved permanently within the building or complex.
    - The estimated cost of relocation payments and services, and the sources of funding.
    - The organization that will carry out the relocation activities.
    - The identity of the owner and other project principals, and the names of officers and principal members, shareholders, investors, and other parties

having a substantial interest; certifications showing that the above mentioned parties are not on the U.S. general Services Administration list of parties excluded from Federal procurement and nonprocurement programs; a disclosure of any possible conflict of interest by any of these parties that would be a violation to the Agreement or the HAP contract; and information on the qualifications and experience of the principal participants. Information concerning any participant who is not known at the time of the owner's submission must be provided to the PHA as soon as the participant is known.

- The owner's plan for managing and maintaining the units
- Evidence of financing or lender interest and the proposed terms of financing.
- Such other information as the PHA may consider necessary.

Selection policy for owners:

The following factors and their respective weight will be used to rank and select applications, based on the information submitted. A special format with ranking factors to determine owner selection is included on this plan.

Site:

Evidence of site control
Identification and description of proposed site
Site plan and neighborhood Compliance with zoning ordinances or regulations

Design and description of units, construction, completion and management:

Description of housing to be constructed or rehabilitated
Number of units by size (square footage)
Bedroom count
Bathroom count
Sketches of proposed construction or rehabilitation
Unit plans
Amenities and services

Utilities to be included
Utilities not included- estimate of average monthly cost for each type for the first year occupancy

Description of property to be rehabilitated as is
Proposed rehabilitation
Financing documents if Agreement to enter into HAP will be pledged as security for financing

Environmental statement
Compliance with Section 504
Architect's certification that proposed construction complies with HQS, local codes and Ordinances, and zoning requirements
Evidence that construction has not begun
Estimated date for completion
Estimate of monthly rent
Estimated cost of relocation for rehabilitation and sources of funding
Work write-ups for rehabilitation
Organizations that will carry out the relocation
Evidence of financing or lender interest and the proposed terms of financing
Proposed term of HAP contract
Entity that will manage and maintain the units

Owner's and contractor's experience and qualifications

Qualification and experience of the principal participants
Disclosure of identity of interest of the owner and other project principals
Certification of not being on the list of parties excluded from Federal procurement and nonprocurement programs.
Financial status as evidenced by financial statement
Contractor – minority, women
Contractor' certification of not being on list of parties excluded from Federal procurement and nonprocurement programs
Feasibility of the project as a whole (including likelihood of financing and marketability).
Evidence of ownership, permits, neighborhood approval

Responsiveness to local objectives:

Promotes the increase in housing stock and greater choice of housing opportunities to assisted families.

Rehabilitation, initial inspection and determination of unit eligibility

Before selecting a unit or executing an Agreement, the PHA will determine that the application is responsive to and in compliance with the PHA's written selection criteria And is otherwise in conformity with HUD programs regulations and requirements.

The PHA will inspect the property to determine that rehabilitation has not begun and that property meets the $1000 per assisted unit rehabilitation requirements under 983.8. if the property meets this rehabilitation requirement, the PHA will determine the specific work items that are needed to bring each unit to be assisted up to the housing quality standards specified on 983.5---space and security and lead-based pain—(or other standards as

approved in the PHA's application), and to complete any other repairs needed to meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973.

Before selecting a unit or executing an Agreement, the PHA will also consider whether the property is eligible housing under 983.7; meets the other Federal requirements in 983.11 and the site and neighborhood standards cross-referenced in 983.6. The PHA will not select a unit, or enter into an Agreement with respect to a unit, if persons who are not eligible for participation in the program occupy the unit.

The PHA must contract with a State certified general appraiser and establish the rents in accordance with 24 CFR 983.202, obtain subsidy layering contract rent review from HUD or a Housing Credit Agency, and obtain environmental clearance.

Rehabilitation: HUD field office review of applications

a. The HUD field office must establish initial contract rents for any PHA owned units or project financed with a HUD insured or coinsured multifamily mortgage. HUD (or a Housing Credit Agency) must also conduct subsidy layering contract rent reviews.

Rehabilitation: Work write-ups

The owner must prepare work write-ups and, where determined necessary by the PHA, specifications and plans. The PHA has flexibility to determine the appropriate documentation to be submitted by the owner based on the nature of the identified rehabilitation. The work write-ups must address the specific work items identify by the PHA under 983.52.

New construction: Evaluation and technical processing

a. Before selecting a unit or executing an Agreement, the PHA must determine that the application is responsive to and in compliance with the selection criteria and procedures, and is otherwise in conformity with HUD program regulations and requirements. The HA will determine that the construction has not begun and that the initial gross rents are whiting the fair market rent limitations. The PHA must also consider if the property is eligible housing. In the case of projects of four or more units, the PHA will determine whether any work items necessary to meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988 will be completed. In general, the PHA will determine if the project complies with all requirements established by HUD on 24 CFR 983.

Working drawings and specifications

Before an Agreement is executed for new construction units, the owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications complies with housing quality standards, local codes and ordinances, and zoning requirements.

Agreement and New Construction or Rehabilitation period

Inspections

The PHA will inspect during construction or rehabilitation to ensure that work is proceeding on schedule and is being accomplished in accordance with the terms of the Agreement. The inspection must be carried out to ensure that the work meets the types of materials specified in the work write-ups or working drawing and specifications, and meets typical levels of workmanship in the area.

Notification of vacancies

At least 60 days before the scheduled completion of the new construction or rehabilitation, the owner must notify the PHA of any units expected to be vacant on the anticipated effective date of the HAP contract. The PHA will refer to the owner appropriate-size families from its waiting list. The owner may also submit applicants from their own waiting list.

When the HAP contract is executed, the owner must notify the PHA which units are vacant.

New construction or rehabilitation completion

Review and Inspections

The PHA will review the evidence of completion for compliance with the above requirements. The PHA will also inspect the units to be assisted to determine that they have been completed in accordance with the Agreement, including meeting the housing quality standards approved by the HUD field office for the program. If the inspection discloses defects or deficiencies, the inspector must report these in detail.

Housing Assistance Payment Contract

Time of execution

The PHA will execute the HAP contract if the units are accepted. The effective date of the HAP contract may not be earlier than the date of the PHA inspection and acceptance of the units.

The PHA will enter into a HAP contract with the owner on the form prescribed by HUD for assistance.

HAP contract term

The term of the HAP contract may have a potential term of up to 10 years (as determined by the PHA), subject to the future availability of sufficient appropriated funds under the PHA's consolidated ACC with HUD. The PHA will determine the initial HAP contract term.

Mobility

The HAP contract must provide that a family may move out of a project-based unit after 12 months.

Extensions of HAP contracts

Upon expiration of the HAP contract term, the law provides that the PHA may agree with the project-based housing owner to extend the HAP contract for such period as the PHA determines appropriate to expand housing opportunities (as well and an extensions must be contingent upon the future availability of appropriate funds.

At the sole option of the PHA, the PHA may renew expiring HAP contracts for such period or periods as it determines appropriate to achieve long-term affordability of the assisted housing, provided that the term does not extend beyond the Annual Budget Authority expiration date for the funding source. The PHA will identify the funding source for renewals; different funding sources may be used for the initial term and renewal terms of the HAP contract. In addition to assessing whether the HAP contract should be renewed to achieve long-term affordability, the PHA will review the renewal request to determine that the requirements established would be satisfied, and to determine if a rent reduction is warranted. The owner and owner's successors in interest must accept all HAP contract renewals agreed to and approved by the PHA.

Units under lease

After commencement of the HAP contract term, the PHA will make the monthly housing assistance payments in accordance with the hap contract for each unit occupied under lease by a family.

Reduction of number of units covered by the HAP contract

Limitation of leasing to ineligible families

Owners must lease all assisted units under HAP contract to eligible families. Leasing of cant, assisted units to ineligible tenants is violation of the HAP contract and grounds for all available legal remedies, including suspension or debarment from HUD programs and reduction of the number of units under the HAP contract. Once the PHA has determined that a violation exists, the PHA will take the appropriate action.

Reduction of contract units after vacancy

Except for units for which an AHAP was executed before January 16, 2001. the following provisions regarding reduction of units not leased apply:

> If no eligible family rents a vacant unit within 120 days (commencing on the first day of the month when the vacancy occurs), the PHA may terminate its day of the month when the vacancy occurs), the PHA may terminate its commitment to make any additional housing assistance payments for the unit for the balance of the HAP contract term. The PHA may use the amounts so saved to provide other voucher assistance.

Restoration

The PHA will agree to an amendment of the HAP contract to provide for subsequent restoration of any reduction made if:

1. The HA determines that the restoration is justified by demand.
2. The owner otherwise has a record of compliance with obligations under the HAP contract, and
3. Contract authority is available.

Management

Responsibilities of the PHA

The PHA must:

1. Inspect the project before, during and upon completion of new construction or rehabilitation.
2. Ensure that the amount of assistance that is attached to units is within the amounts available under the annual Budget Authority.

Responsibilities of the owner

The owner is also responsible for performing all of his/her responsibilities under the Agreement and the HAP contract, providing the PHA with a copy of any termination of tenancy notification, and offering vacant, accessibility features of the vacant unit and occupying an assisted unit not having such features.

Family participation

A family becomes participant when the family and owner execute a lease of a unit with project-based assistance, in accordance with admission policies in the PHA administrative plan.
The PHA will use the tenant-based waiting list for admission to the project-based program.

PHA determination of eligibility of in-place families

Before the PHA selects a specific unit to which assistance is to be attached, the PHA will determine whether the unit is occupied, and if occupied, whether the unit's occupants are eligible for assistance. If the unit is occupied by an eligible family (including a single person), and the PHA selects the unit, the family must be afforded another appropriately sized, project-based assisted unit in the project without requiring the family to be placed on the waiting list. The PHA will not select a unit, or enter into an Agreement with respect to a unit, if persons who are not eligible for participation in the program occupy the unit.

Filling vacant units

Admission-Income targeting

Admission to the project-based voucher program is subject to the same statutory income-targeting requirement that requires that in any fiscal year at leas 75% of the families admitted to a PHA's voucher program (which would include project-based voucher assistance) must be families whose annual income does not exceed 30 percent of median income for the area, as determined by HUD. (See HUD definition of "extremely low income families).

Tenant selection – Waiting List

The PHA's waiting list will include applicants for tenant-based or project-based assistance. All families who want project-based assistance must be permitted to place their names on the PHA's general waiting list.

The PHA will place applicants referred by owners on the PHA's waiting list in accordance with the PHA's local waiting list policies and selection preferences.

Selection preferences with for project-based units will be consistent with the selection preferences in the PHA Plan.

If an applicant rejects an offer of a project-based unit will not be penalized and will keep its position on the general waiting list as if an offer had not been made.

The owner can have its own waiting list and refer families to the PHA for determination of eligibility.

Requirements for tenant-based assisted families regarding eligibility, family income, family share, verifications, reexaminations, utility allowance schedule, family obligations, etc., apply to families on the project-based voucher program.

Filling vacancies requirements

1. When the owner notifies the PHA of vacancies in the units to which assistance is attached, the PHA will refer to the owner one or more families of the appropriate size on its waiting list. A family that refuses the officer of unit assisted under the contract keeps its place on the waiting list.
2. The owner must rent all vacant units to eligible families referred by the PHA from its waiting list or from his/her own waiting list.
3. The PHA will determine eligibility for participation in accordance with HUD requirements.
4. The owner is responsible for the screening and selection of tenants. The owner must adopt written tenant selection procedures are consistent with the purpose of improving housing opportunities for very-low income families, and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
5. The owner must promptly notify in writing any rejected applicant of the grounds for any rejection. If the owner rejects an applicant family who believes that the rejection was the result of unlawful discrimination, the family may request the assistance of the HA in resolving the issue. The family may also file a discrimination complaint with the HUD field office or exercise other rights provided by law.

Briefing of families

When a family is selected to occupy a project-based unit, the HA will provide the family with information concerning the tenant rent and any applicable utility allowance and a

copy of the lead hazard information pamphlet. The family must also, either in group or individual sessions, be provided with a full explanation of the following:

1. Family and owner responsibilities under the lease and HAP contract.
2. Information on Federal, State, and local equal opportunity laws.
3. The fact that the subsidy is tied to the unit, that the family must occupy a unit constructed or rehabilitated under the program, and that a family that moves from the unit does not have any right to continued assistance.
4. The likelihood of the family receiving a voucher after the HAP contract expires.
5. The family's options under the program, if the family is required to move because of change in family size or composition.
6. Information on the PHA's procedures for conducting informal hearings for participants, including a description of the circumstances in which the PHA is required to provide the opportunity for an informal hearings and of the procedures for requesting a hearing.

Continued assistance for a family when the HAP contract is terminated

If the HAP contract for the unit expires or if the PHA terminates the HAP contract for the unit:

1. The PHA will issue the assisted family in occupancy of a unit a voucher for family participation of assistance under the voucher program, unless the HA has determined that it does not have sufficient funding for continued assistance for the family, or unless the PHA denies issuance of a voucher because the family has not met the program's obligations.
2. If the unit is not occupied by an assisted family, then the available funds under the Annual Budget Authority that were previously committed for support of the project-based assistance for the unit will be Used for the PHA's tenant-based voucher program.

Amount of rent payable by family to owner

The amount of rent payable by the Family to the owner must be the Tenant Rent.

Lease requirements

1. The lease between the family and the owner must be in accordance with HUD regulations and requirements. The lease must include all provisions required by HUD and must not include any of the provisions prohibited by HUD.
2. When offering an accessible unit to an applicant not having disabilities requiring the accessibility features of the unit, the owner may require the applicant to agree (and may incorporate this agreement in the Lease) to move to a non-accessible unit when available.

Continued assistance

If a family moves out of its project-based unit at any time after the first year of assisted occupancy, the PHA must offer the family available tenant-based rental assistance, either under the voucher program or under another comparable form of tenant-based assistance as will be defined in HUD regulations. Such alternative tenant-based assistance must be comparable to assistance under the voucher program in terms of income, assistance, rent contribution, affordability, and other requirements.

Maintenance, operation and inspections

Maintenance and operation

The owner must provide all the services, maintenance and utilities as agreed under the HAP contract, subject to abatement of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.

Periodic inspections

In addition to the inspections required prior to execution of the HAP contract, the PHA will inspect or cause to be inspected a sample of the dwelling units under the HAP contract at lease annually and at such other times as may be necessary to assure that the owner is meeting the obligations to maintain the units in decent, safe and sanitary conditions and to provide the agreed upon utilities and other services. This PHA will inspect ten percent of the units as the required sample in any building with project-based assistance. The PHA will take into account complaints and any other information coming to its attention in scheduling inspections.

Units not decent, safe and sanitary

If the PHA notifies the owner that the unit(s) under HAP contract are not being maintained in decent, safe and sanitary condition and the owner fails to take corrective action within the time prescribed in the notice, the PHA may exercise any of its rights or remedies under the HAP contract, including abatement of housing assistance payments (even if the family continues in occupancy), termination of the HAP Contract on the affected unit(s) and termination of assistance to the family in accordance with HUD requirements. The affected family, if complying with the program requirements and still eligible, will be issued a tenant-based voucher.

Enforcement of HQS

The family or any party other than HUD or the PHA has the right to require enforcement of the HQS requirements by HUD or the PHA, or to assert any claim against HUD or the PHA, for damages, injunction or other relief, for alleged failure to enforce the HQS.

Overcrowded and under-occupied units

If the PHA determines that a contract unit is not decent, safe, and sanitary because of an increase in family size that causes the unit to be overcrowded or that a contract unit is larger than appropriate for the size of the family in occupancy under the PHA's family standards, housing assistance payments with respect to the unit may not be terminated for this reason. The owner, however, must offer the family a suitable alternative unit if one is available and the family shall be required to move. If the owner does not have available a suitable unit within the family's ability to pay the rent, the PHA (if it has sufficient funding) must offer Section 8 assistance payments under the HAP contract be terminated for the reasons specified in this paragraph, unless the family rejects, without good reason, the offer of a unit that the PHA judges to be acceptable.

Assisted tenancy and termination of tenancy

Term of lease

The term of the lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year, or the remaining term of the HAP contract if the remaining term of the HAP contract is less than one year.

Move from unit

The family must notify the PHA and the owner at least 60 days before the family intends to move out of the unit. The family may move from the housing at any time after the family has occupied the dwelling unit with project-based voucher assistance for 12 months.

Termination of tenancy

Tenancy will be terminated if the family does not meet the obligations required under the contract and HUD requirements.

The lease may contain a provision permitting the family to terminate the lease on not more than 60 days advance written notice to the owner. In the case of a lease term for more than one year, the lease must contain a provision permitting the family to terminate the lease on such notice after the first year of the term.

The owner may offer the family a new lease for execution by the family for a term beginning at any time after the first year of the term of the lease. The owner must give the family written notice at least 60 days before the proposed commencement date of the new lease term. The offer may specify a reasonable time of acceptability by the family. Failure by the family to accept the offer of a new lease shall be "other good cause" for termination of tenancy.

Informal review or hearing

Informal review and hearing procedures described on the Administrative Plan submitted to HUD are applicable to families occupying units on project-based assisted units.

Rent and Housing Assistance Payment – Limits on Rent

Maximum initial gross rent

The HAP contract shall establish gross 4rents that do not exceed 100 percent of the established Fair Market Rent (FMR) or any HUD-approved "exception payment standard" (i.e., a payment standard amount (for the PHA's tenant based voucher program) that exceeds 110 percent of the published FMR for the area where the project is located. In addition, if a unit has been allocated a low-income housing tax credit under the Internal Revenue Code of 1986 at 26 U.S.C.42, but is not located in a "qualified census tract" under that law, the rent to owner may be established at any level that does not exceed the rent charged for comparable units in the same building that receive that tax credit but do not have additional rental assistance.

Initial rent - who approves

The PHA approves the initial rent to owners for project-based contract units that are not financed with a HUD insured multifamily mortgage and are not owned by the PHA.

For PHA owned project-based units or project based contract units financed with a HUD insured multifamily mortgage, the initial rents must be approved by HUD.

Annual adjustment of rent to owner

A HAP contract between the PHA and an owner must provide for adjustments of rent to owner during the contract term, and the adjusted must be reasonable in comparison with rents charged for comparable units in the private, unassisted local market. The statutory maximum rent limits apply both to the establishment of the initial rent to owner at the beginning of the HAP contract term, and to adjustments of rent to owner during the HAP contract term.

Within the limitations mentioned above, the initial gross rent to owner may differ from payment standard amounts for the PHA's tenant-based voucher program.

At each anniversary date of the HAP contract, the PHA will adjust the rent with the following requirements:

1. The owner must request a rent increase (including a comparability study to determine the amount of such increase) by written notice to the PHA at least 120 days before the HAP contract anniversary. The request must be submitted in the form and manner required by the PHA.
2. The HA may not increase the rent at the annual anniversary, unless:

    - The owner requested the increase by the 120 day deadline, and
    - During the year before the contract anniversary, the owner complied with all requirements of the HAP contract, including compliance with the HQS for all contract units.

The annual rent adjustment provisions at 983.254 and the special rent adjustment provisions at 983.255 shall only be applicable if the AHAP with the owner was executed before the effective date of the January 16 2001 notice regarding revisions to PHA project-based Assistance: Initial Guidance.

The annual and special adjustment regulatory provisions do not apply to project-based assistance if the Agreement for newly constructed or rehabilitated housing was executed on or after the effective date of the notice on revisions to the project-based assistance Initial Guidance of January 16, 2001.

Amount of annual adjustment

1. The adjusted rent to owner equals the lesser of:

    - The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor published by HUD in the Federal Register.
    - The reasonable rent as determined by the PHA in accordance with 983.256
    - The rent requested by the owner.

2. For a HAP contract under an Agreement executed on or after June 1, 1998, the applicable factor is the published annual adjustment factor in effect 60 days before the HAP contract anniversary. For a HAP contract under an Agreement executed before June 1, 1998, the applicable factor is the published annual adjustment factor in effect on the contract anniversary date.
3. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.

4. The rent to owner may be adjusted up or down in accordance with what is established on this plan.

Special adjustment of rent to owner

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. The PHA may only make a special adjustment of the rent to owner if HUD has approved the adjustment.

The owner does not have any right to receive a special adjustment.

Purpose of the special adjustment:

A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contract units because of substantial and general increases in:

- Real property taxes
- Special government assessments
- Utility rates
- Costs of utilities not covered by regulated rates.

A special adjustment may only be approved if and to the extent the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the contract anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.

The adjusted rent may not exceed the reasonable as determined by a comparability study.

The owner must submit financial information, as requested by the PHA, which supports the grant or continuance of a special adjustment. For HAP contracts of more than twenty units, such financial information must be audited.

The PHA may withdraw or limit the term of any special adjustment.

If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

Reasonable rent

The PHA will not enter an agreement to enter into housing assistance payments contract until the PHA determines that the initial rent to owner under the HAP contract is a reasonable rent.

During the term of a HAP contract, the rent to owner may not exceed the reasonable rent as established by the PHA.

At least annually during the HAP contract term, the PHA will determine that the current rent to owner does not exceed a reasonable rent.

Comparability

The PHA will determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the PHA will use the provisions established on the Administrative Plan for this purpose.

The PHA will ensure that the initial rent to owner for a unit does not exceed the reasonable rent.

In determining the annual adjustment of rent to owner, the adjusted rent must not exceed a reasonable rent as determined by an PHA comparability study. The comparability study will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). PHA staff or another qualified appraiser may prepare the comparability study.

If the owner requests a rent increase by the 120 day deadline (in accordance with HUD requirements on 983.254), the PHA will submit a comparability study to the owner at least 60 days before the HAP contract anniversary. If the PHA does not submit the comparability study to the owner by this deadline, an increase of rent by application of the annual adjustment factor (in accordance with 983.254) is not subject to the reasonable rent limit.

Owner certification of rents charged for other units

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

ORDEN ADMINISTRATIVA

Para poner en vigor el Procedimiento Programa Autosuficiencia Familiar

Mediante esta Orden Administrativa se pone en vigor el Procedimiento Programa Autosuficiencia Familiar.

Este Procedimiento tiene el propósito de establecer las normas que regirá la implantación del Programa Autosuficiencia Familiar. El objetivo del Programa Autosuficiencia Familiar es reducir el número de familias de ingresos bajos beneficiarias de asistencia económica y Sección 8, logrando [illegible] autosuficiencia y obteniendo al cabo de cinco (5) años la independencia económica de los participantes.

Esta **ORDEN** es efectiva el 29 de octubre de 2002.

Ileana Echegoyen
Secretaria

DISTRIBUCION:

Secretaria
Subsecretario
Jefes Operacionales
Secretarios Auxiliares
Oficinas Adscritas a Secretaría

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE LA VIVIENDA
ADMINISTRACIÓN PARA LA REVITALIZACIÓN
DE LAS COMUNIDADES (A.R.C.o.)

PROCEDIMIENTO PROGRAMA AUTOSUFICIENCIA FAMILIAR

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PROCEDIMIENTO PROGRAMA AUTOSUFICIENCIA FAMILIAR

I. BASE LEGAL

50.10-4

Este Procedimiento se emite conforme a las disposiciones de la Ley 97 de 10 de junio de 1979, según enmendada, conocida como Ley Orgánica del Departamento de la Vivienda. Se rige además, de acuerdo a las disposiciones establecidas en la Reglamentación Federal 24 CFR 982 y 984, bajo el Programa Sección 8 y por la Sección 23 de la Ley de Vivienda de 1937 (U.S.C. 1437u) bajo el programa de vouchers y vivienda pública. (24CFR 984.103).

II. PROPÓSITO

Este Procedimiento tiene el propósito de establecer las normas que rigen la implantación del Programa Autosuficiencia Familiar. El objetivo del Programa Autosuficiencia Familiar es reducir el número de familias de ingresos bajos beneficiarias de asistencia económica y Sección 8; logrando así la autosuficiencia y obteniendo al cabo de cinco (5) años la independencia económica de los participantes.

III. DEFINICIONES

Para propósitos de este Procedimiento los términos mencionados a continuación significarán:

A. **Contrato de participación** - documento en formato aprobado por HUD, donde se establecen los acuerdos contractuales entre la familia participante del Programa Autosuficiencia Familiar y el Programa de Sección 8.

B. **Familia de Ingresos Bajos (very low income)** - es aquella familia cuyo ingreso anual no exceda el 50% del ingreso medio de su área residencial determinado por HUD, con los ajustes necesarios.

C. **HUD** - Departamento de Vivienda Federal y Desarrollo Urbano.

D. **Programa Autosuficiencia Familiar** - Significa el programa establecido por la Agencia dentro de su jurisdicción para promover autosuficiencia entre las familias participantes, incluyendo la provisión de servicios de apoyo a estas familias según autoriza la Sección 23 de la Ley de 1937.

E. **Cuenta de Reserva** – La cuenta de reserva autorizada por la Ley 23 de 1937, y según el 24 CFR 984.305.

F. **Jefe de Familia** – el adulto miembro de la familia FSS que es jefe de familia para propósitos de determinar elegibilidad por ingreso y renta.

G. **Autosuficiencia** – significa el que una familia ya no recibe asistencia de sección 8, vivienda pública o cualquier otro subsidio o ayuda social.

H. **Servicios de Apoyo** – significa aquellos servicios que la Agencia hará disponible, o cause que estén disponibles para una familia de FSS bajo el contrato de participación, y que puede incluir: cuido de niños, transportación, educación, empleo, ayuda social personal, capacidades y administración del hogar, consejería.

IV. DISPOSICIONES GENERALES

A. Serán elegibles para los beneficios del Programa Autosuficiencia Familiar:

1. Familias que reciben asistencia del Programa Sección 8.
2. Familias en la lista de espera de Sección 8.
3. Familias que estén disponibles a incrementar sus ingresos y a desarrollar sus potenciales educativos o profesionales.
4. Familias que estén dispuestas a ejecutar un contrato de participación para cumplir con los requerimientos del programa de convertirse en autosuficientes..
5. Familias que cumplan con los requisitos reglamentarios del Programa Sección 8.

B. No serán elegibles familias que:

1. Sean dueñas de propiedad.
2. Si cualquier miembro de la unidad familiar haya sido convicto de cometer delito grave, venta o posesión de armas o sustancias controladas. Si fue o está bajo tratamiento por adicción a drogas debe presentar evidencia certificada por la institución que ofrece dicho tratamiento y someter mensualmente información tanto al Coordinador del Programa como a la Oficina Regional del Programa Sección 8.
3. Si el jefe de familia somete información falsa o documentos incompletos.
4. No cumplan con los requerimientos del Programa Sección 8.
5. Hayan sido desahuciadas por falta de pago dilucidado mediante procedimiento jurídico.

6. No estén dispuestas a cumplir con el contrato de participación del Programa Autosuficiencia Familiar y todas las metas que este implica.

C. Lista de Espera

Se mantendrá una lista de espera para los solicitantes del Programa Autosuficiencia Familiar. La lista de espera contiene fecha y hora de ingreso al Programa, nombre del jefe de familia, número de seguro social, composición familiar, número de habitaciones para la cual cualificaría, municipio, número de registro y comentarios.

D. Contrato

1. Se formalizará un contrato entre el Programa Autosuficiencia Familiar y la familia participante. El mismo lo firmará el Jefe de familia. Este contrato tendrá una duración de cinco (5) años, el cual se podrá extender por otros dos (2) años siempre que se presente una justificación razonable para el Programa, mediante una petición escrita de la familia.

2. En el contrato se establecerán los derechos y responsabilidades de la familia participante con el Programa, los recursos y servicios de apoyo que el Programa le proveerá a la familia, así como las actividades que la familia completará.

3. El contrato sólo puede ser modificado para cambiar la duración del mismo, dar baja o ingresar algún miembro de la composición familiar o cambiar la composición familiar o cambiar los planes de servicios y capacitación. Los cambios relacionados al jefe de familia se incluirán como un anejo al contrato.

E. Cumplimentación del Contrato de Participación

El contrato de participación se completa cuando la familia ha cumplido con todas las responsabilidades bajo el mismo o cuando el 30% 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 cualifica la familia.

F. Terminación de Contrato: El Programa podrá terminar el contrato si:

1. La familia y el Programa acuerdan terminar mutuamente.

2. Si el (la) participante no cumple con las metas de estudio o trabajo, o sea el plan individual de servicios.

3. La familia se retira del Programa.

4. Surge algún acontecimiento, el cual es inconsistente con el propósito del Programa.

5. Los recursos y servicios necesarios no están disponibles.

6. Si el contrato es terminado por violación o declarado nulo, la familia no tiene el derecho de recibir los fondos de la cuenta reserva. El Programa deberá cerrar la cuenta reserva y podrá usar los fondos de acuerdo a los requisitos de HUD.

G. Servicios de Apoyo y Recursos

Durante el término de este contrato el Programa proveerá planes de servicios y recursos de apoyo. Si los recursos y servicios no se encuentran disponibles la agencia tratará de sustituirlos por otros. Sin embargo, el Programa no es responsable si la familia no recibiera los servicios, los cuales son producto de compromisos interagenciales con otras agencias y sistema privado. El contrato provee un documento titulado "Plan de Servicios y Adiestramiento Individual" el cual recoge toda la información de los servicios y recursos a ser ofrecidos y donde cada miembro familiar (si además del jefe de familia, existen otros miembros dispuestos a entrar en el plan de servicios) firma y se compromete a cumplir con el mismo. Todo cambio en el plan de servicios en el contrato deberá ser incluido como una revisión del plan y reflejarlo como un anexo al contrato. En el contrato deben ser detallados los programas de servicios y capacitación: las metas y objetivos deben ser detalladas e indicados, incluyendo las fechas de comienzo.

H. Cuenta de Reserva del Programa Autosuficiencia Familiar

El Programa establecerá una cuenta de reserva la cual se nutrirá de una porción de los aumentos en el alquiler de la familia debido a los aumentos en el ingreso del trabajo. Este aumento se acreditará a la cuenta reserva según los requisitos del Departamento de la Vivienda Federal, HUD. Como mínimo esta acreditación se realizará anualmente y/o en ajustes. El Programa le enviará a la familia, por lo menos una vez al año, un informe sobre el estado de su cuenta de reserva.

I. Retiro de los Fondos de la Cuenta de Reserva

1. El Programa podrá permitir a la familia que retire los fondos de la cuenta antes de que termine el contrato, si la familia ha completado las metas designadas y cuando se haya cumplido con el término del contrato.

2. Se le pagará al jefe de familia la cantidad en la cuenta de reserva, menos cualquier cantidad adeudada al Programa.

3. Al terminarse el contrato el jefe de familia proveerá una certificación escrita al Programa, explicando que no ha recibido asistencia pública en los últimos doce (12) meses. 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.

4. Si el jefe de familia deja la unidad de vivienda, los miembros restantes de la familia, podrán, después de consultar al Programa, nombrar otro miembro del grupo de la familia incluidos en el contrato para recibir los fondos de la cuenta reserva.

J. Pérdida de la Cuenta Reserva de Autosuficiencia Familiar

La familia no recibirá los fondos de la cuenta reserva:

1. Si el contrato de participación ha terminado mediante violación.

2. Si el contrato de participación se declara nulo.

3. Si la familia no ha cumplido con sus responsabilidades (metas de estudio y/o trabajo) dentro del tiempo específico como se declara en este contrato.

K. Portabilidad

1. Si una familia del Programa Autosuficiencia Familiar se muda, según los procedimientos de portabilidad y se dispone a participar en el Programa de Autosuficiencia Familiar de la agencia que la recibe en Estados Unidos, la fecha de contrato efectivo entre la familia y agencia 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 de la agencia. La fecha de vencimiento del contrato entre la agencia receptora y la familia debe ser la misma que la fecha de vencimiento del contrato entre la agencia inicial y la familia.

2. La familia debe participar del Programa en la agencia inicial por lo menos doce (12) meses previo a la transferencia de agencia. Una familia que se encuentra en el Programa Autosuficiencia Familiar y se muda fuera de la jurisdicción de la agencia, según los procedimientos de portabilidad del Programa Sección 8, la agencia podrá optar por uno de los siguientes cursos de acción:

   a. Si el PHA de transferencia (quien recibe) administra Autosuficiencia Familiar, se transfiere bajo la asignación del Programa Autosuficiencia Familiar. Por otro lado, la agencia inicial deberá transferir el saldo de la cuenta de depósito cuando la familia sea incorporada por la agencia que recibe, siempre y cuando sea transferido por Autosuficiencia Familiar.

   b. Si la agencia receptora no administra Autosuficiencia Familiar y el cliente desea participar del programa, esta agencia tiene la prerrogativa de permitir que la familia participe en su Programa de Autosuficiencia Familiar, pero en este caso la agencia inicial deberá dar

por terminado su contrato con la familia y transferirá el saldo de la cuenta de depósito de la familia (si alguno). Por otro lado, la agencia receptor puede incorporar a la familia a su Programa de Autosuficiencia Familiar y firmará un nuevo contrato con la familia.

V. RESPONSABILIDADES

A. Jefe de Familia

1. Buscar y mantener empleo adecuado y cumplir con el Plan de Servicios. Además, proveer al Programa información relacionada a empleo, entrevistas de trabajo, adiestramiento, asistencia educativa y otros servicios y actividades del Programa.

2. Los miembros del grupo familiar deben cumplir con los términos del contrato, ser independientes doce 12 meses antes de expirar el contrato y evidenciar esta autosuficiencia. De no cumplir con las responsabilidades del jefe de familia y sus miembros; el participante no recibirá dinero de su cuenta de reserva y podría terminar la participación familiar en el Programa Autosuficiencia Familiar.

B. Programa Autosuficiencia Familiar

1. Orientar al jefe de familia y/o sus miembros sobre el empleo adecuado, según las destrezas, educación, adiestramientos y oportunidades de trabajo disponibles.

2. Obtener un compromiso real por parte de las fuentes públicas y privadas para los servicios de apoyo para las familias.

3. Establecer una cuenta de reserva para cada familia.

4. Presentar un informe del estado de la cuenta de reserva por lo menos una vez al año a la familia.

5. Darle seguimiento y apoyo a las metas y planes de servicios que deberán ser completadas antes de que se termine el contrato.

6. Pagar una porción de la cuenta de reserva a la familia (si la familia lo necesita y lo solicita para continuar cumpliendo con las metas), si el Programa determina que la familia, al presente, ha cumplido con las metas específicas.

7. Determinar si la familia ha cumplido con el contrato.

8. Pagar la cantidad de la cuenta reserva a la familia, si ésta ha cumplido con el contrato y el jefe de familia ha provisto certificación escrita de

que ningún miembro de la familia está recibiendo asistencia pública y no le adeuda al Programa Sección 8.

C. Técnico Regional

1. Orientar las familias participantes del Programa Sección 8 y dar a conocer el Programa.

2. Adjudicar el caso a la asignación correspondiente.

3. Llevar un expediente con los documentos correspondientes:

   a. Contrato

   b. FSS Addendum (HUD 50058)

   c. FSS Escrow Work Sheet

   d. Hoja de Status

   e. Y toda la documentación requerida por el Programa Sección 8, la cual debe permanecer en el expediente.

D. Coordinador del Programa Autosuficiencia Familiar, Oficina Central

1. Realizar entrevista inicial de evaluación al cliente.

2. Mantener la lista de espera, conforme a los requisitos el Programa.

3. Supervisa la firma y manejo del contrato de Autosuficiencia Familiar, la existencia del FSS Addendum el "FSS Escrow Work Sheet" (acreditación a la cuenta de reserva).

4. Dará seguimiento al registro de las cuentas reserva de los participantes.

5. Llevar a cabo la coordinación interagencial.

6. Darle seguimiento a los planes de servicios de cada cliente.

7. Mantener los expedientes con la documentación necesaria para el Programa.

8. Enviar el estado de cuenta a cada cliente por lo menos una vez al año.

9. Mantener el control de los casos.

E. Area de Finanzas

1. Crear una cuenta de reserva para cada participante.
2. Mantener un balance real de cada cuenta de reserva.
3. Aplicarle el porcentaje de interés a cada cuenta de reserva.
4. Emitir una vez al año el reporte del estado de cada cuenta de reserva a cada familia.
5. Someter un informe anual o cuando sea requerido por el Programa sobre los casos que están bajo la cuenta reserva, (crear el recibo de la entrega de la cuenta reserva al participante).
6. Mantener informado (a) sobre el estado y los balances de las cuentas al (a) Coordinador (a) del Programa.

VI. PROCEDIMIENTO

Responsabilidad	Acción
Cliente o Solicitante	1. Visita la Oficina Regional Programa Sección 8, para solicitar información sobre el Programa Autosuficiencia Familiar.
Area Subsidio de Vivienda Oficina Regional Técnico	2. Orienta al cliente o solicitante sobre los beneficios del Programa Autosuficiencia Familiar.
	3. Entrevista a las posibles familias prospectos.
	4. Si el cliente es participante del Programa Sección 8, verifica los documentos en el expediente.
	5. Analiza el caso para determinar si se refiere al Coordinador.
	6. Refiere, mediante comunicación, el (los) caso (s) al Coordinador (a) del Programa en la Oficina Central.
Oficina Central Coordinador (a) del Programa	7. Cita al cliente o solicitante.

Cliente o solicitante	8. Asiste a cita con el Coordinador (a) del Programa.
Coordinador (a)	9. Entrevista al cliente o solicitante. 10. Hace evaluación del caso. 11. Si considera que el caso reúne los requisitos, lo registra en la lista de espera del Programa. 12. Si el cliente es participante del Programa Sección 8, prepara memorando de referido del caso que indique pueblo al que pertenece, número de habitaciones y número de voucher. 13. Refiere memorando a la Oficina Regional donde pertenece el caso.
Oficina Regional Tecnico	14. Cita al cliente para firmar el contrato del Programa Autosuficiencia Familiar, con el Coordinador (a) del Programa y el Supervisor (a) Regional. 15. Somete el formulario "Itinerario de Contratos y Reexámenes" al (la) Coordinador (a) del Programa
Cliente, Coordinador(a) del Programa y Director (a) Regional	16. Luego de leer y entender el contrato firman los mismos.
Técnico	17. Distribuye el contrato como sigue: • Original - expediente del cliente en la Oficina Regional • Copia - Coordinador (a) del Programa. 18. Procesa y envía al (la) Coordinador (a) el FSS Addendum (documento parte de la HUD 50058) y el "FSS Escrow Work Sheet" (documento que

Escrow Work Sheet" (documento que indica la cantidad a ser acreditada para la cuenta de reserva). Todos estos documentos se procesarán cada vez que se trabaje la HUD 50058, mediante las siguientes transacciones:

- Admisión
- Reexamen
- Ajustes
- Cambio de vivienda
- Cancelación

Con la cancelación someterá el "End Participation" de la 50058 junto con el " FSS Addendum ", " FSS Escrow Work Sheet" y la carta de cancelación.

19. Llena la hoja de "Status", la cual será emitida cada vez que se le solicite y/o surjan cambios, admisiones, reexámenes, cancelaciones no progresó. Se llena una hoja de "Status" por cada caso. Cada vez que surja un cambio de "Status" informará a la Oficina de Quality Control (no utilice hoja de Status para informar a Quality) y al (la) Coordinador (a).

20. Si el caso fuera una portabilidad solicita la misma mediante la hoja de "Status" y de ser aprobada transferirá el expediente a Oficina Central haciendo claro que es un caso de Autosuficiencia Familiar.

21. Si el caso fuera una transferencia regional, la región de transferencia someterá un memorando junto con el expediente al Coordinador (a) del Programa, quien evaluará el caso y lo transferirá a su destino.

Coordinador (a) del Programa

22. Envía al Area de Finanzas el "FSS Escrow Work Sheet" como resultado

de la acreditación de las cuentas junto con el informe titulado "Acreditación de las Cuentas Reserva de Autosuficiencia Familiar.

23. Documenta la lista de espera del Programa Autosuficiencia Familiar.

Secretaria de Finanzas y Sistemas de Información
Area de Finanzas
Funcionario

24. Crea una cuenta reserva para cada participante.

25. Mantiene un balance actualizado real de cada cuenta de reserva.

26. Aplica el porcentaje de interés a cada cuenta de reserva.

27. Envía al (la) Coordinador (a) del Programa el informe de "Status" de cada cuenta de reserva de cada familia y el estado de cuenta con el porcentaje detallado aplicado con el Informe de Cuentas Reserva de Autosuficiencia Familiar.

28. Somete mediante dicho informe los casos que ya han recibido el dinero de la cuenta reserva o cualquier cambio en el balance del participante. Al entregar el dinero correspondiente al participante, Finanzas generará un recibo, el cual someterá copia al (la) Coordinador (a) del Programa. Por otra parte, el participante solicitará en Finanzas la cuenta reserva mediante el recibo titulado "Solicitud de Reembolso de la Cuenta reserva de Autosuficiencia Familiar.

29. Mantendrá comunicación estrecha con el (la) Coordinador (a) del Programa sobre cualquier cambio relacionado a la cuenta de reserva.

VII. EFECTIVIDAD

Este Procedimiento es efectivo el 23 de octubre de 2002.

RECOMENDADO POR

SR. GABRIEL ALONSO SERRA
ADMINISTRADOR
ADMINISTRACIÓN PARA LA REVITALIZACIÓN DE LAS COMUNIDADES (A.R.Co.)

APROBADO POR:

ILEANA ECHEGOYEN SANTALLA
SECRETARIA
DEPARTAMENTO DE LA VIVIENDA

DEPARTAMENTO DE LA VIVIENDA
Gobierno de Puerto Rico

"Hoy construimos un mejor Puerto Rico"

Member of the Resident Advisory Board
PRDH RQ 901

Annual plan 2011-2012

NAME	FILE NUMBER	ADDRESS	PHONE #
Wanda Desjardin	583-57-9255	Urb. Santa Juanita 11 - 10 Calle 27, Bayamón P. R. 00956	
Janice Alvarado	584-13-2879	Bo. Lavadero Carr. 345, K.m 5.2 Int., Hormigueros PO Box 1211, Hormigueros, P. R. 00660	787-834-3834
Mariselis Suárez	581-23-0834	Ext. Zeno Gandía Apto. 426, Arecibo, P. R. 00612	787-475-0156
Ángel Rodríguez	114-48-7860	Urb. Alturas de Castellana Z 10 Calle 23 Carolina, P. R. 00984	787-637-9400
Milagros Rodríguez	583-62-5378	Urb. Villa Carolina 92 # 77 Calle 90 Carolina, P. R. 00985	787-768-5401
Guillermina Otero	582-02-7466	Sector La Linea Carr 6622 Carr 6242 Morovis, PR 00687	

* Los componentes de la junta de residentes están dispuestos a tener reuniones periódicas para mantenerse al día en la reglamentación del programa.

DEPARTAMENTO DE LA VIVIENDA
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22 de febrero de 2011

Comité de Residentes Programa de Sección 8
(Member of the Resident Advisory Board)

Elliot Gomez
Director
Programa de Sección 8

Estimado Participante:

Gracias por aceptar ser parte del Comité de Residentes del Programa de Sección 8 Estatal. El propósito de este comité es mantener informado cualquier cambio de la reglamentación y/o nuevos procedimientos establecidos. Incluimos información del Programa y los nombres y direcciones de los miembros de la Junta de Residentes.

El Comité de Residentes puede organizarse y establecer una comunicación con todos los participantes del programa y así intercambiar ideas para mejorar los servicios entre la Agencia que administra el Programa en la aplicación de nuevos cambios en la reglamentación federal.

Deseamos invitarles a participar de las Vistas Públicas del Plan Anual a llevarse a cabo el día 28 de marzo de 2011, a las 2:00 p.m. en el 5to. Piso del Departamento de la Vivienda en la Ave. Barbosa en San Juan.

Cualquier información o duda favor comunicarse al Área de Control de Calidad y Monitoria al 787-274-2527 ext. 6167 o 6196.

Nombre	Dirección	Teléfono
Wanda Desjardin	Urb. Santa Juanita # 11 – 10 Calle 27 Bayamón, Puerto Rico 0956	
Janice Alvarado	Bo. Lavadero Carr.345 Km. 5.2 Interior Hormigueros, PR 00660	787-834-3834
Mariselis Suarez	Ext. Zeno Gandía Apto. 426 Arecibo, PR 00612	787-475-0156
Ángel Rodriguez	Urb. Alturas de Castellana Z 10 Calle 23 Carolina, PR 00984	787-637-9400
Milagros Rodriguez	Urb. Villa Carolina 92 # 77 Calle 90 Carolina, PR 00985	787-768-5401
Guillermina Otero	Sector La Línea Carr. 6622 Carr 6242 Morovis, PR 00687	

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ANUNCIO VISTA PÚBLICA
PLAN ANUAL

PROGRAMA DE VALES
(SECCION 8)
PRDH-RQ901

DIA: MARZO 28, 2011
HORA: 2:00 - 4:00 PM
LUGAR: 5TO. PISO

SALON DE CONFERENCIAS
SECRETARIA SUBSIDIO DE VIVIENDA

DEPARTAMENTO DE LA VIVIENDA
Gobierno de Puerto Rico

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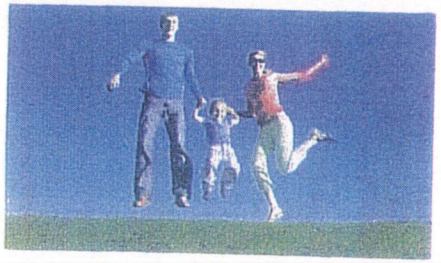
Asistencia Vistas Publicas
PRDH RQ 901

Annual plan 2011-2012

NAME	FILE NUMBER	ADDRESS	PHONE #
Wanda Desjardin		Calle 27 II-10 Sta Juanita Bayamon	(939)244 8839
[illegible]		HC02 Buz 6532 Morovis P.R 00687	787-214-2591 11 862-1998
Carmen Otero		Morovis P.R. 00687	354-4784
Marien E. Burns		UPR Station POBox 23127 SJ. PR 00931	603-2323

Programa Autosuficiencia Familiar



El Programa de Autosuficiencia Familiar es un Programa Federal bajo el Programa de Sección 8, administrado por el Departamento de la Vivienda.

Propósito:

- Promover y coordinar actividades de apoyo de los recursos públicos y privados para lograr capacitar a las familias participantes bajo el Programa de Sección 8. Logrando su autosuficiencia y obteniendo al cabo de cinco (5) años su independenica económica.
- El objetivo del Programa de Autosuficiencia Familiar es reducir el número de las familias de ingresos bajos beneficiarios de asistencia economica y con asistencia de vivienda de Sección 8.
- Bajo el Programa de Autosuficiencia Familiar a las familias de ingresos bajos se les proveerá oportunidades para educación, adiestramiento para empleo, consejeria y otras formas de asistencia de servicio social necesarios para logras independencia economica

¿Quienes son elegibles?

Son elegibles familias que reciben asistencia del Programa Sección 8.

¿Cuanto tiempo la familia puede participar del Programa?

El contrato será vigente por un término de cinco (5) años pero se renovará anualmente. El mismo puede extenderse hasta dos (2) años, adicionales si la familia presenta causa justificada para la extensión.

Cuenta Reserva de Autosuficiencia Familiar:

El Programa establecerá para la familia una cuenta reserva donde una porción de los aumentos en el alquiler se acreditará a la cuenta reserva, siempre y cuando los ingresos existentes al comenzar el programa hayan sido incrementados.

Este ahorro sera otorgado a la familia participante una vez sea concluido su contrato y cumplido las metas establecidas.

Se entregará a la familia un informe de la cantidad en la cuenta reserva de la familia. Por lo menos una vez al año.

¿Cuándo se retirarán los Fondos de la Cuenta Reserva?

El programa pagará al Jefe de Familia la cantidad en la cuenta reserva, menos cualquier cantidad debida al Programa.

Se determina que la familia ha complentado el contrato. Luego de haber cumplido con el contrato en su totalidad y haber aprobado mediante certificación una autosuficiencia económica donde no existe ninguna ayuda de asistencia pública.

La asistencia pública no incluye Medicaid en forma transitoria o cuidado infantil.

Detener los servicios del Programa.

Terminar la participación de familia en el Programa de Autosuficiencia Familiar.

¿Cuándo la familia puede perder los derechos a la cuenta reserva?

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

- El contrato de participación se declara nulo o invalido.
- Si la familia no ha cumplido con sus responsabilidades dentro del tiempo específico como se declara en el contrato.

Cuáles son los deberes de los miembros de la familia?

1. Cumplir con los terminos del contrato.

2. Si recibe asistencia pública, ser independiente por lo menos doce (12) meses consecutivos antes de que expire el contrato.

3. Vivir en la jurisdicción en la cual se inscribió la familia al ingresar en el Programa de Autosuficiencia Familiar por lo menos 12 meses a partir de la fecha de este contrato y cumplir con las obligaciones bajo el Programa de Sección 8.

¿Qué acciones correctivas se llevarán a cabo por no cumplir con las responsabilidades?

Si un miembro de la familia no cumple con sus responsabilidades bajo este contrato la familia no recibira dinero de su cuenta de reserva. El Programa podra:

CANCELAR LA CUENTA RESERVA

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Gobierno de Puerto Rico

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MINUTA
VISTA PUBLICA
PLAN ANUAL 2011-2012

El DEPARTAMENTO DE LA VIVIENDA, a través de la Secretaría de Subsidio de Vivienda y Desarrollo Comunitario, preparó el Plan Anual para el Programa de Asistencia de Vales, también conocido por Sección 8, correspondiente al Año Fiscal 2011-2012. El Plan y los documentos asociados estarían disponibles para examen y comentarios del público general.

Conforme al anuncio de prensa, la Vista Pública estaba pautada para el 28 de marzo de 2011 a partir de las 2:00 pm en el Salón de Conferencias del Piso 5 del Departamento de la Vivienda.

CERTIFICACION

Consigno mediante el presente documento que durante el día de hoy comparecieron 3 miembros de la Junta de Residentes a la Vista Pública del Plan Anual. A cada uno de estos se les entregó material informativo "brochures" de los Sub-programadas (FSS-Homeownership, EIV y HUD VASH).

Certificamos que durante el mes de febrero de 2011 contactamos a las 6 personas representativas de varias Oficinas Regionales, estos residen en Hormigueros, Carolina, Arecibo, Bayamón y Morovis quienes afirmaron estar dispuestos a continuar reuniéndose periódicamente en beneficio de todos los participantes del Programa.

En San Juan, Puerto Rico hoy 28 de marzo de 2011 a las 4:00pm

NO COMMENTS WERE RECEIVED BY THE MEMBERS OF THE RESIDENT ADVISORY BOARD

Ramonita García Bermúdez
Directora Administrativa
Área de Control de Calidad y Monitoria
Programa de Vales de Asistencia
PRDH-RQ901

DEPARTAMENTO DE LA VIVIENDA
Gobierno de Puerto Rico

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DV-42

REV. ENE

HOJA DE TRÁMITE

Oficina de Control de Calidad y Monitoria,
Programa de Vales de Asistencia para la Libre Selección de Viviendas
Servir es Nuestro Compromiso…

FECHA MM/DD/YY	ENVIADO A:	INICIALES
4/4/11	**Olga Sáez** **Director** **US Department of Housing** **San Juan Field Office**	

Elliot Gómez Méndez
HCVP Director
PRDH RQ901

Hardcopy of PHA Annual Plan 2011-2012

☒ **Acción pertinente**	☐ Para su firma y trámite
☒ **Acusar recibo**	☐ Firmar y devolver
☐ Para aprobación	☐ Información.

OBSERVACIONES:

- PHA Annual Plan 2011-2012
- Section 5.2 Goals and Objective
- Section 7.0 Homeownership
- PRDH Administrative Plan with approved FSS Action Plan
- Section 11.0 (RAB members and comments)
- Section 10.0
- Copia de Anuncio para Vista Publica
- Minuta Vista Pública

SECRETARIA AUXILIAR
SUBSIDIO DE VIVIENDA Y DESARROLLO COMUNITARIO
AVENIDA BARBOSA 606, EDIFICIO JUAN C. CORDERO, RIO PIEDRAS
P. O. BOX 21365 SAN JUAN, PUERTO RICO 00928-1365
TEL. 787.274-2525