

MCKEAN COUNTY HOUSING AUTHORITY

# FSS ACTION PLAN

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**2/1/2012**

FSS Action Plan to help Section 8 Housing Choice Voucher participants find self-sufficiency and become independent.

## **FAMILY SELF SUFFICIENCY (FSS) PROGRAM ACTION PLAN**

### **I. STATEMENT OF POLICES AND OBJECTIVES**

The Family Self-Sufficiency Program (FSS) administered by the McKean County Housing Authority (MCHA) is intended to integrate effectively the Section 8 Housing Choice Voucher Program (HCVP) with other public and private services to help extremely low, very low, and low-income participants to achieve eventual independence from government assistance.

The objective of the FSS Program is to reduce the dependency of families on welfare assistance and on Section 8 HCVP. Under the FSS Program, families will be provided case management services, opportunities for education, job training, counseling and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, business, and social skills necessary to achieve self-sufficiency. Program incentives will include escrowing of monthly rental increases to be given to participants upon successful completion of the FSS Program.

Administration of this program, functions and responsibilities of the MCHA complies with the Personnel Policy of the MCHA, the Equal Opportunity Plan, and the Administrative Plan. All Federal, State, and local housing laws will be followed and the MCHA will comply with the Fair Housing Regulations. This FSS Action Plan reflects the requirements specified in 24 CFR 984.

#### **A. PURPOSE OF THE PLAN**

The overall plan of the FSS Program is to achieve the following major objectives:

- To identify the education, employment, and housing needs of extremely low, very low, and low-income families. To deliver a comprehensive and coordinated set of services to assist individuals learn skills that lead to full-time employment & economic independence.
- To create public-private partnerships to improve both the efficiency of assisted housing programs and the quality of life of extremely low, very low and low-income families.

#### **B. FAIR HOUSING POLICY**

It is the policy of the MCHA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. Specifically, MCHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital states, handicap or disability deny any family or individual the opportunity to apply for or receive assistance under the Family Self-Sufficiency Program. As specified in HUD regulation, participants will be utilizing the HCVP, and in compliance with all the requirements and regulations of those, HUD regulated programs.

To further its commitment to full compliance with applicable Civil Rights Laws, MCHA will provide Federal, State and local information to Housing Choice Voucher holders regarding “discrimination” and any recourse available to them should they feel they have been the victim of discrimination as well as information regarding reasonable accommodations. Such information will be made available during the FSS briefing sessions and all applicable fair housing information, discrimination complaint forms, Notice of Right to A Reasonable Accommodation, and Request for A Reasonable Accommodation will be made part of the Housing Choice Voucher holder’s packet. (Attachments #1, #2, #3)

MCHA’s Administrative Office is handicap accessible.

MCHA has reviewed and updated its Equal Opportunity Housing Plan to ensure that these objectives are being met.

### **C. PRIVACY RIGHTS**

Applicants will be required to sign the HIPPA and Privacy policy, Form-HUD 9886 Information/Privacy Act Notice, Authorization for the Release of Consent of Release of Information, and computer matching and consent (EIV). (Attachments #4, #5, #6, & #7)

MCHA’s policy regarding release of information is in accordance with these documents. Individual family-authorized verification forms, which are not covered under the HUD authorization for release of information, will be addressed in the following manner:

- a. To release pertinent client information only in accordance with the signed “blanket” release addressed at initial interview and at annual re-determination. (See attachment #6)
- b. To release no information without the signed client release on an individual Request for Information form.
- c. To release information regarding applicant information in accordance with the MCHA’s Administrative Plan.
- d. To release information only by the authorization of the written consent of the affected party or by court subpoena.

Request for information must be accompanied by a written release request in order for MCHA to release any information involving an FSS participant, unless disclosure is authorized under Federal or State Law.

### **D. GOALS AND OBJECTIVES**

There is indisputable need for extremely low, very low and low-income housing assistance within the jurisdiction of MCHA. Because of this, the MCHA will give every participant of the Section 8 HCVP the opportunity to participate in the FSS Program.

MCHA has 25 FSS slots. All participants of the HCVP will be given the opportunity to participate in the FSS Program. No negative affect will be taken on applicants or participants of the HCVP that choose not to participate in the FSS Program. Those that choose to participate will be given the opportunity to set realistic and attainable goals, which are listed on the Individual Training and Service Plan (ITSP), based on the demographic area of the County of McKean. Participants will be encouraged to strive to fulfill their employment interest should that take them to other areas of the country.

The total population of McKean County, per the most recent census, is 43,450. Based on a review of basic demographic data for “eligible FSS participants”, the targeted population has the following:

**Basic Characteristics**

Percentage of Economically High Risk Families:	23.1%
Percentage of Economically at Risk Families:	73.1%
Average household income:	\$40,080
Percent of Children Born to Young & Single Mothers:	12.9%
Percent of Births to Mothers with Less than a High School Degree:	16.9%

**Poverty Status**

Unemployment Rate:	10.1%
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**Race in McKean County**

Percentage of white:	96%
All others:	4%

**E. STAFFING**

Position titles of the staff members who are responsible for overall implementation of the FSS Program include:

- Executive Director
- Property Manager
- Assistant Property Manager
- Housing Secretary
- Fiscal Accountant
- Management Aide

### EXECUTIVE DIRECTOR

The Executive Director assumes the responsibility for the overall development for the FSS Program including but not limited to reviewing files, Individual Training and Service Plans (ITSP), and signing the FSS Contracts. The Executive Director monitors the day-to-day operations of the FSS Program by working closely with the Section 8 HCVP Department and the Accounting Department. This is to insure that the MCHA employee's are administering the FSS Program and achieving the goals that are set forth in the FSS Action Plan and that accurate records are being kept for the escrow accounts.

The Executive Director reviews all FSS Contracts upon completion of the ITSP prior to receiving final approval for distribution of funds.

### FISCAL ACCOUNTANT

The Fiscal Accountant assumes the responsibility for the overall review and division of the Family Self-Sufficiency funding and how these funds fit into the overview of MCHA.

The Fiscal Accountant will establish a banking account for the MCHA to be used specifically for the deposits of the escrow account. This person will maintain accurate documentation needed to reflect the monthly balance of each individual participant, and crediting the appropriated amount of interest to each individual.

### ASSISTANT PROPERTY MANAGER, MANAGEMENT AIDE & HOUSING SECRETARY

The Assistant Property Manager initially interviews for possible participation and gives the participant a general survey and a brief overview of the FSS Program at the initial and re-certification meetings. Once completed, these surveys are given to the Housing Secretary to contact the families.

The Housing Secretary will assist in getting contracts signed, and other duties needed to assist in completing and maintaining the information in the Housing Choice Voucher files current. This individual will also maintain contact with program participants to assist in finding rentals and perform follow-up income verifications for initials, re-certifications, and interims.

This person will continue to issue monthly housing assistance payments to all landlord's any utility reimbursement due to the participants, as well as provide notification to the Executive Director, Fiscal Accountant, and the Property Manager any amount to be debited to the FSS participant's escrow account.

The Housing Secretary assists the Assistant Property Manager in the day-to-day operations of the Section 8 Housing Choice Voucher Program.

### PROPERTY MANAGER

The Property Manager is responsible for reporting the day-to-day operations of the program to the Executive Director. This person takes referrals from the Assistant Property Manager, Management Aide and/or Housing Secretary and contacts the families to further discuss the benefits of participation in the FSS Program. The Property Manager will meet with each participant to review their circumstances, determine their needs, and assist them with the development of their individual Training and Service Plan (ISTP).

The Property Manager also serves, as the contact person with the outside agencies to make referrals and follow-ups, as well as make appropriate referrals as needs arise that may be barriers for the family to achieve their goals for independence, listed on the FSS participants ISTP.

The Property Manager works closely with the Fiscal Accountant to insure that the records this person maintains on each individual participants escrow accounts reflect and matched those of the accountants.

The Property Manager receives a quarterly escrow interest report from the Fiscal Accountant. Upon receiving this report, the Property Manager sends out letters to the FSS participant, in order to inform the FSS participants of their escrow account balance and to be in contact with them on any problems they may be having in fulfilling their ISTP, as well as updating their progress.

The Property Manager sends out letters to the participants each time there is an increase or decrease in their escrow account, due to changes in the family's earned income.

The Property Manager will provide a list of FSS participants that are ready for an escrow payout to the Executive Director to review and approve the escrow payments.

## **F. TIMETABLE OF IMPLEMENTATION OF THE FSS PROGRAM**

MCHA's Family Self-Sufficiency Program began in the year 2012. The MCHA has short-term goals of enrolling the first five (5) families in the FSS Program by the end of 2012. We will utilize the coordinating committee's expertise by having quarterly meetings to discuss program opportunities and outreach.

## **II. OUTREACH PROCEDURES**

MCHA will make known to the participants of the HCVP, through mass mailings, the availability, and nature of the FSS Program for extremely low, very low, and low-income families.

Notice Requirements:

- i) Brief description of the Family Self-Sufficiency Program; and

- ii) Advise the families that they must be currently holding a valid Housing Choice Voucher to make application; and
- iii) Advise the families that in order to remain in the FSS Program they must meet all requirements of their Housing Choice Voucher.

All outreach efforts will include minority population.

MCHA will meet with the members of the Human Service Organization on a monthly basis and give notices and informational packets to the members.

Incentives:

Just one of the incentives that an FSS Program participant would receive is each participant will have an escrow savings account. The establishment and administration of the escrow accounts will comply with the requirements of 24 CFR 984.305, "FSS Account" of the Part 984 regulations governing the FSS Program.

### **III. SELECTION OF PARTICIPANTS**

#### **A. ELIGIBILITY FOR ADMISSION**

Eligible participants for the MCHA's FSS Program include all current adult (18 years +) recipients for the HCVP.

The responsibility of MCHA will be to ensure that applicants are eligible and meet the criteria established and included herewith for the HCVP.

Applications will be considered on a first come, first served basis. MCHA will not deny Section 8 HCV participants that show an interest in becoming self-sufficient and/or would like to become a homeowner.

Upon receipt of the FSS application from the interested participants, applications will be dated and given to the Assistant Property Manager for orientation process as describe in part IV subsection B, of this plan.

#### **B. ESTABLISHING PREFERENCES & MAINTAINING THE WAITING LIST**

A waiting list for the FSS program will be established. If the need arises, we may consider setting up a preference for the FSS program in the future. Only after all those on the regular HCVP have been contacted and briefed on this program, and after all those interested have been enrolled, will MCHA then go to the current Section 8 waiting list and make available to those families who have been issued a voucher. As FSS vouchers become available, we will contact current HCVP participants, then voucher holders.

### **C. INCOME CONSIDERATIONS & DETERMINATION OF TOTAL TENANT PAYMENT**

Income and total tenant payment are calculated in accordance with 24 CFR 982.505. Annual income is used to determine whether the family is within the income limits. Annual income is the gross amount of income to be received by the household. Note: Income used as the baseline cannot be more than 120 days old.

These amounts will be determined at annual and interim certifications in accordance with their participation in the overall Section 8 HCVP. These amounts will be used to calculate the escrow account of each participant.

Income is defined by HUD regulations and is further interpreted in HUD notices, memos and addendum. Those rules must be followed.

### **D. VERIFICATION PROCEDURES**

The PHA verifies family income, family composition, status of full-time students, value of assets, factors allowing a preference, and other factors relating to eligibility determinations before an applicant is issued a housing choice voucher.

Verifications will be done in accordance with the Section 8 Administrative Plan, as needed, to adjust each individual's total tenant payment. Up-front Income Verifications (UIV) and Third party written verifications are preferred and will be used when at all possible.

If UIV and third party verification is impossible, then MCHA will use the third-party oral verifications. When UIV, written and oral third party verifications are not available, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting document viewed will be used by recording the source of information, the information obtained, and signed and dated by the staff person who viewed the document.

This process will already have been done when the participant was originally found eligible for participation in the Section 8 HCVP. However, the Management Aide and Housing Secretary will verify any changes when the contract of participation is written, and copies will be maintained in the FSS file. The Property Manager will also verify all interim changes.

Relative to monies owed or previous status of participation, the Property Manager will verify with the Executive Director and staff any outstanding unresolved situations.

### **IV. BRIEFING OF FAMILIES AND ISSUANCE OF FSS CONTRACT**

**a. NOTIFICATION**

Based on the information on the application, if the family is preliminarily eligible, the applicant will be informed and given instructions to the next steps in the process for applying for the FSS Program.

MCHA communication will in no way lead applicants to believe that they will automatically be enrolled in the FSS Program.

Availability of supportive services tailored to the applicants' individual needs is a requirement to the FSS Program.

MCHA will stress to applicants that selection for participation in this program may take some time due to factors beyond the control of the Housing Authority (i.e., availability of support service components).

Notification will be done by:

- a. General notice to all current HCV applicants/participants, informing them of the opportunity to enroll in the FSS Program, the obligations and benefits of the program;
- b. Providing a FSS application to all interested HCV applicants/participants, requiring that the application be returned to MCHA within 14 business days. (Attachment #8)

All active Housing Choice Voucher holders will be required to complete the same procedures.

1. Review of the application with Assistant Property Manager, Management Aide or Housing Secretary.
2. Personal interview, which includes the development of a personal needs assessment questionnaire and establishment of a preliminary individual action plan. (Attachment #9 & #10)
3. Sign a contract of participation upon the satisfactory completion of Item 1 and 2. (Attachment #10)

If there are insufficient families in the HCVP who are interested in participation in the FSS Program, MCHA will then go to the waiting list for the HCVP. Selection will be based first on date and time application was received and then on willingness to participate in the FSS Program. If a family on the waiting list chooses not to participate in FSS, their name will remain on the list according to their normal placement or priority.

The HCVP participant who enrolls and signs a contract of participation for the FSS Program will be counted against the PHA's required minimum FSS Program size.

The existing lease between the landlord of the HCVP participant and MCHA does not change. The HCVP participant family must sign the FSS Contract of Participation to be enrolled in the FSS Program.

## **B. ORIENTATION**

After accepting their interests of the FSS Program, a briefing will be held with the Assistant Property Manager.

The intake process will include an evaluation of the applicant's circumstances and needs. They will then be asked to identify obstacles to self-sufficiency and activities they will need to overcome those obstacles.

### **Initial Steps**

1. Application Process
2. Attend Program Briefing Session
3. Attend Personal Interview to Develop Needs Assessment
4. Development of Individual Training and Service Plan (ITSP)
5. Signing Contract of Participation

When an applicant completes the initial steps, they will be enrolled into the FSS Program.

### **Possible Workshops**

1. \*Family Budgeting, if applicable
2. \*Time Management Skills, if applicable
3. \*Setting Priorities, if applicable
4. \*Understanding the Interview Process
5. \*Skills Needed Before Employment
6. Maintain contact with Property Manager
7. Annual and Periodic Reviews of ITSP

\*These workshops will be provided by Community resources whenever possible. Workshops will be tailored to the needs of the attending participants. Participants with similar needs will be encouraged to attend the group activities to create peer support, allow greater interaction, and conserve on available resources.

Participants will be required to attend all workshops that have been identified in the needs assessment as being an area listed as activities/services on the ITSP of the FSSP Contract of Participation. Topics of the workshops may change should different areas need to be addressed.

### **GENERAL POLICIES:**

The FSS Contract requires that the family comply with the lease, family obligations under the HCVP and the contract with FSS, that all family members become independent of welfare, and that the head of the

family seek and maintains suitable employment. Possible sanctions for noncompliance with the FSS Contract are termination from the FSS Program, forfeiture of the FSS escrow account, withholding, or possible termination of supportive services.

Should the family fail to meet its obligations under the HCVP, their participation in the FSS will be affected. If their assistance is terminated through violation of the housing choice voucher, they will automatically be terminated from the FSS Program and will forfeit all funds they may have in their escrow account.

### **C. FINAL SELECTION**

Based on the successful completion of the 5-step individual action plan the applicant would then be considered for final selection to participate in the FSS Program.

The final selection is determined by the applicant's demonstration of following through the steps identified and outlined above with the applicant when developing their individual needs assessment plan.

Once the applicant agrees with the FSS Contract of Participation, it will be executed and the program will begin for the participant the first day of the month following the month the contract was signed.

Additionally, all participants must sign the FSS Contract of Participation. All applicants whether or not selected, will be notified.

### **D. CONTRACT OF PARTICIPATION**

All participants are required to sign a FSSP Contract of Participation when they enter the FSS Program. (Attachment #10)

The contract includes:

1. Appropriate Supportive Services;
2. Responsibilities of the participation family;
3. Conditions or causes for termination from the program including forfeiture of escrow funds and withholding or termination of Section 8 assistance;
4. <sup>1</sup>A "designated head" of the participation family (a person designated by the family) to seek and maintain suitable employment which reflects the person's training and available job opportunities;
5. The term of the contract is for five (5) years. The MCHA may, at the request of the participating family, extend the period for fulfillment of the family obligations under the contract of participation for a maximum of two (2) years beyond the original five (5) year term for good cause. Good cause is considered a serious illness, involuntary

loss of employment or other good cause beyond the family's control, which would keep the family from completing the contract within the five (5) year period.

Contract modifications will be made by mutual agreement, on terms acceptable to both parties, including changes related to the number and identity of participating family members, and the supportive services to be provided to the participating family, provided the changes are consistent with the objective of the FSS Program.

If the "designated head" of the FSS family leaves the assisted unit during the term of the FSS Contract of Participation, MCHA and the family will need to revise the Contract of Participation to designate a new head of the FSS family. The head of the FSS family designated in the contract of participation may be different from the head of household designated on the Housing Choice Voucher, as there is not a requirement that the FSS head of the family must be the head of household for the assisted housing program.

MCHA may approve a change by the FSS family in the "designated head" during the term of the contract of participation. If the head of the FSS family leaves the family, the contract provides for the remaining family members to designate a new family head. If any family member with an individual training and service plan leaves the assisted unit during the term of the FSS Contract of Participation. MCHA and the remaining family member will revise the contract of participation. The Housing Authority will determine whether new or revised individual training and service plans need to be established in order for the family to continue its participation in the FSS Program.

In those instances when a family assisted under the HCVP becomes divided into two otherwise eligible families, due to divorce or legal separation, the PHA must determine which of the newly formed families will continue to receive voucher assistance, in accordance with the Section 8 Administrative Plan. MCHA would only intervene, if the new families cannot agree as to which new family unit should continue to receive the benefits of the voucher assistance, and/or there was no determinate made by a court of law.

Because the escrow account is directly related to the Voucher, whichever remaining member continues to retain the escrow account, they will be obligated to redefine the individual service plans.

In making this decision, the PHA shall consider the following (in no particular order of priority):

1. The desire of the parties where the two new family units can agree;
2. Which of the two new family units has custody of dependent children;
3. The family member which was the head of household when the voucher was initially issued;
4. The composition of the new family units;
5. Whether domestic violence was involved in the breakup;
6. Court's determination of which family members continue to receive assistance in the program.

Documentation as to these factors will be the responsibility of the requesting parties. If documentation is not provided, the PHA reserves the right to continue subsidy payments on behalf of the newly formed family unit remaining in the unit under the PHA approved lease. Where the break up of the family also results in the reduction of family members and, thereby, the size of the voucher (say, from a four-bedroom to a three-bedroom or less), the family determined to be entitled to continue to receive the Voucher assistance may be required to move to a smaller unit if the current landlord is unwilling to accept the rent level which the now smaller family is entitled to receive.

Where a household receiving Voucher assistance splits, due to legal separation or divorce, assistance will continue with respect to only one of the new family units. While generally the assistance will remain with the larger family unit, there may be instances where the assistance will stay with the new family unit, which consists of a single – otherwise ineligible individual who can be treated as a remaining family member.

A live-in aid will **not** be considered a remaining member of the tenant family by definition.

A person under 18 years of age cannot be the designated head of household unless the person under 18 is an emancipated minor because the person may not have legal capacity and their FSS Contract of Participation may not be legally binding.

#### **E. CASE MANAGEMENT AND SUPPORT SERVICES**

MCHA will provide case management support for each FSS participant. That support will include the development of the ITSP, monitoring participant progress on milestones, referrals to other service providers as needed, and direct assistance with any obstacles encountered.

In establishing the FSS participant's ITSP, for family's that are a recipient of welfare assistance, the ITSP must establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance for at least one year before the expiration of the term of the contract of participation, including any extension, as per 24 CFR 984.303 (b) (2). For purposes of the FSS Program, welfare assistance means assistance from Federal or State welfare programs, and includes only cash payments.

Based on the general needs for the target population it is expected that those resources will include:

1. Basic educational services
2. Specified job skills training
3. Employment readiness
4. Career employment planning and development
5. Transportation assistance
6. Child care assistance
7. Family counseling

8. Financial counseling
9. Substance abuse counseling
10. Mental health counseling
11. Homeownership counseling

Commitments for support services will be negotiated with the county agencies and/or service providers to ensure their availability. The strategy is to achieve these goals by utilizing other public and private benefits programs in the simplest manner possible, and at the least expensive, while complying with the Section 8 requirements and regulations.

All supportive service agreements will be coordinated with county agencies and local service providers to ensure that there is no overlap or duplication of services.

By setting attainable goals listed in the ITSP, MCHA hopes to achieve these goals by the very nature of them. This program will provide a vehicle by which those who have specific needs will be able to attain independence from government assisted programs and move towards self-sufficiency.

#### **F. GROUNDS FOR DENIAL OF ADMISSION TO THE FSS PROGRAM**

MCHA may deny assistance for the following reasons:

1. Applicants who owe rent or other amounts to the Housing Authority or any other public housing authority in connection with Section 8 or Public Housing assistance under the United States Housing Act of 1937;
2. Applicant, (as a previous participant in the Section 8 Program), or participant has not reimbursed the Housing Authority or another Public Housing Authority for any amounts paid to the owner under a contract for rent or other amounts owed by the family under the lease or for a vacated unit;
3. Families who are guilty of program abuse or fraud in any federal housing assistance program (this presupposes that the program abuse or fraud is substantiated and that a repayment agreement was not entered into or violated);
4. Families who have violated one of their Family Obligations identified in Section 24 CFR 982.551, 982.552, or 982.553 for the Housing Choice Voucher Program;
5. Families who have failed to comply with the requirements under the family's Contract of Participation in the FSS Program, as identified in 984.303.

#### **G. TERMINATIONS**

The FSS Contract will terminate automatically when the family is no longer a participant in the HVCP.

In addition, the Contract of Participation for the FSS Program may be terminated before the expiration of the term by any of the following:

1. Mutual consent of the parties;
2. Failure of the FSS family to meet the obligation under the contract of participation without good cause, including in the Section 8 FSS Program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA;
3. The family's withdrawal from the FSS Program;
4. Such other acts as is deemed inconsistent with the purpose of the FSS Program; or
5. Operation of law.

If a FSS participant under reports income and or assets, this is fraud and grounds for termination from the Section 8 and FSS Program. The contract of participation requires compliance with the lease and the family's Section 8 HCVP obligations. MCHA will not credit the family's escrow account with any portion of the back rent.

For FSS participating families who have failed to fulfill their contract, the following steps will be taken prior to terminating supportive services.

1. A meeting with all participating family members;
2. Redesign individual action plans of one or more participating family members who are failing to meet the goals agreed upon and established in the contract;
3. Failure to comply after first amendment to the original contract the "designated head" and other participating family member's will receive written notification that their supportive services and/or housing assistance may be terminated. A second private conference will be scheduled to discuss family status and difficulties with individual service plans. A second redesign of the ITSP will be completed with the "designated head" and each participating family member';
4. If family does not meet the goals agreed upon after two amendments to their original contact and service plan, and show little or no interest in attaining self-sufficiency, a review by the Program Coordinating Committee (PCC) will be conducted prior to termination from the FSS Program.

The participant will be notified in writing of any termination. That notice will include an explanation of the grievance and hearing procedures available to the family. Participating FSS families may request an informal hearing by the Housing Authority to consider whether the Housing Authority's decision to terminate participation in the FSS Program, is in accordance with the FSSP Contract of Participation and in accordance with law, HUD regulations, and any Housing Authority policies.

Any person designated by MCHA's Executive Director, other than the person, or a subordinate of such person, who made or approved the termination decision, will conduct the hearing.

#### **H. PORTABILITY**

MCHA may deny permission to move if there is not sufficient funding for continued assistance, as identified in 24 CFR 982.314 (2) (e) (1).

As identified in 24 CFR 984.306, a family participating in the FSS Program must lease an assisted unit, for a minimum period of 12 months after the effective date of the contract of participation, in the jurisdiction of the PHA that selected the family for the FSS Program. However, the PHA may approve a family's request to move outside the initial PHA jurisdiction under portability (in accordance with 24 CFR 985.353), during the period.

MCHA recognizes the fact that some participants will need to relocate out of McKean County in order to further their educational and employment opportunities. A relocating FSS family may continue in the FSS Program of the initial PHA if the family demonstrates to the satisfaction of the initial PHA that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities under the initial or modified contract of participation at its new place of residence.

A relocating FSS family may participate in the FSS Program of the receiving PHA, if the receiving PHA allows the family to participate in its program. MCHA is not obligated to enroll a relocating FSS family in its FSS Program.

If the receiving PHA allows the relocating FSS family to participate in its FSS Program, the receiving PHA will enter into a new contract of participation with the FSS family for the term on the remaining contract with the initial PHA. The initial PHA will terminate its contract of participation with the family.

Regardless of whether the relocating FSS family remains in the FSS Program of the initial PHA or is enrolled in the FSS Program of the receiving PHA, there will be a single FSS account, which will be maintained by the initial PHA. When the receiving PHA will absorb an FSS family, the initial PHA will transfer the family's FSS account to the receiving PHA.

The MCHA does however; reserve the right to terminate participation in the FSS Program if the move does not meet the long-term goals of the participant to succeed in becoming independent. In cases where the family cannot fulfill its family obligations in the new location, and the receiving PHA does not permit the family to participate in its FSS Program, the contract between the initial PHA and the family shall terminate and the family will lose the funds in its FSS escrow account.

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

Overall, the request for portability will follow the procedures set forth in the Section 8 Administrative Plan. Since the Housing Choice Voucher is directly tied to the escrow account, the Housing Authority that is administering the Voucher will typically also administer the escrow account. At no time can one participant have more than one escrow account or more than one contract of participation, as identified in 24 CFR 984.306.

## **V. ESCROW ACCOUNTS**

The FSS Program provides for the establishment of an escrow account per 24 CFR 984.305. The full amount of the escrow account in excess of any amount owed to the PHA becomes available to the family when the family has:

- Fulfilled its obligations under the contract of participation;
- Certified that no family member has received welfare assistance in the previous twelve months, prior to the completion of the contract of participation;
- The family's total tenant payment has exceeded the fair mark rent.

The amount in an FSS account, in excess of any amount owed to the PHA by the FSS family, shall be paid to the head of the FSS family when the contract of participation has been completed per 24 CFR 984.305.

The amount of the escrow credit is based on increases in the family's total tenant payment resulting from increases in the family's **earned** income during the term of the FSS Contract.

As a family's income increases, the PHA calculates rent and the family pays increased rent, as does any other subsidized tenant. The PHA then makes deposits to an escrow account in the appropriate amount based on the calculation formula on form HUD-52652 – Family Self-Sufficiency Program, FSS Escrow Account Credit Worksheet, (Attachment #11). The PHA must compute escrow credit at any time it conducts an annual or interim reexamination of income for an FSS family during the term of the contract of participation.

All increases in a family's earned income, even increases resulting from changes in family status, are included in the escrow calculation. Examples of changes in family status that might result in an increase in earned income are:

- 1) A family member with earned income is added to the household through marriage;
- 2) An employed family member turns 18.

Earned income is defined as:

- 1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- 2) The net income from the operation of a business or profession; and
- 3) All regular pay, special pay, and allowances of a member of the Armed Forces (except special pay to a family member exposed to hostile file.)

FSS escrow funds must be deposited into a single, interest-bearing depository account. The accounting for these funds should be supported through a subsidiary ledger that records the balance of each individual FSS participant's account.

## **VI. COMPLAINTS AND APPEALS**

**A. GENERAL POLICY**

The PHA responds promptly to complaints by families or owners and investigates. The PHA requires that complaints be put in writing to the PHA. Anonymous complaints are checked whenever possible.

**B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

A “review” is for applicants. This includes Voucher holders who have requested lease approval, but have not been authorized by the PHA to sign the lease and the PHA has not yet signed a HAP contract with the owner under the Voucher program. Because the Self-Sufficiency Program will be made up of participants, already certified, these situations will be addressed accordingly to the Section 8 Administrative Plan.

**C. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS**

Appeals by participants of the PHA’s HCVP shall be handled as outlined in the current Section 8 Administrative Plan.

**D. INFORMAL REVIEW / HEARING PROCESS**

The request for review or hearing will be handled in the manner that is described in the current Section 8 Administrative Plan.

**NOTES**

- There is nothing that limits the FSS Program to only one action plan per family.

**Attachments:**

<u>Number</u>	<u>Description</u>
1	Are you a Victim of Housing Discrimination
2	Notice of Right To Reasonable Accommodation
3	Request For A Reasonable Accommodation
4	Authorization for the Release of Information/Privacy Act Notice (form HUD-9836)
5	Consent of Release of Information
6	Release of Information
7	Family Self-Sufficiency Survey Form
8	Family Self-Sufficiency Assessment Questionnaire & Family Needs Form
9	Letter, Instructions and FSSP Contract of Participation
10	FSSP FSS Escrow Account Credit Worksheet