

Chapter 17

Family Self-Sufficiency Program

A. OVERVIEW

Family Self Sufficiency (FSS) is a HUD program to help Section 8 Housing Choice Voucher and Project Based Voucher participants obtain employment which will lead to economic independence and self sufficiency through individual planning, case management services and community resources. It is expected that families participating the in FSS program will need services and the following services offered through FSS community linkages to meet those needs may include: job training and employment counseling; substance/alcohol abuse treatment or counseling; money management, child care, transportation, education, household skill training and homeownership counseling. Participation in the FSS program is voluntary and involves adherence to a five-year Contract of Participation by admitted participant families. Selection of a family to not participant in the FSS program will not affect their admission to a housing assistance program.

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

B. PURPOSE (24 CFR 984.101)

The purpose of the Family Self Sufficiency (FSS) program is to reduce the dependency of Section 8 Voucher Participants on public assistance by achieving economic independence and self sufficiency over a five year period. Under the FSS program, the Housing Authority of the City of Alameda (AHA) will establish relationships with public and private agencies which will enable voucher participant families opportunities for skills building, job training, counseling, education, and other forms of social services; which should reduce or eliminate the need for public assistance over time as they become active participants in the general workforce and possible candidates for homeownership.

This is a voluntary program and in the event a participant family fails to meet its obligations under the FSS Contract of Participation, the AHA will not terminate the participant family from the Section 8 Voucher program. A family will not be terminated from the voucher program for not enrolling in the FSS program.

C. NON-DISCRIMINATION (24 CFR 5.105)

In selecting participating families, the selection will be made in a nondiscriminatory manner without regard to race, color, religion, age, sex

(includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), marital or family status, disability, medical condition, national origin, ancestry, source of income, and sexual orientation, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, and Executive Orders 11063 & 12892.

AHA will not discriminate against otherwise qualified persons on the basis of disabilities and will make reasonable accommodations to allow participation in the FSS Program by persons with disabilities. AHA may decide that an accommodation is not reasonable if it causes undue financial and/or administrative burdens.

D. ESTIMATE OF PARTICIPATING FAMILIES (24 CFR 984.201)

The Housing Authority of the City of Alameda will initially recruit and maintain at least 26 participant families in the Family Self-Sufficiency program. However based on evidence of program number fluctuations due to port-outs, terminations and graduations, AHA will attempt to consistently maintain 30-35 participant families whenever fiscally sound to do so.

E. RECRUITMENT (24 CFR 984.201)

At the re-establishment of the Family Self-Sufficiency Program in May 2011, all voucher participants were contacted by direct mail. The mailing consisted of a brief description of the FSS program and dates of upcoming informational sessions in which interested persons could attend and acquire additional information about the program. Applications for admittance were made available at the informational sessions. Efforts were made to provide program information in a number of languages so that individuals with Limited English Proficiency (LEP) were able to access the program. Subsequently, all voucher participants routinely receive a FSS brochure included in their annual re-exam packet and FSS information in periodic newsletters.

In addition, AHA, marketing activities to the Section 8 Voucher program participants will also include:

- a) Distribution of FSS program brochures to any participant who has requested additional information prior to becoming a new FSS participant
- b) Conducting FSS program presentations during Voucher briefings for new participants
- c) Reminder of FSS program and its benefits in AHA Participant Newsletters and annual re-examination packets
- d) Displaying FSS program posters throughout agency to market program
- e) Updating AHA's website with FSS program information and application, when accepting applications, for online inquiries

- f) Distribution of FSS program brochures and applications to Housing Specialists to distribute during annual or interim certifications to inquiring participants
- g) Informational meetings with guest speakers, as budget and time allows

The only incentive offered by the AHA to participant in the FSS program is the establishment of the FSS account in accordance with requirements set forth in 24 CFR 984.305.

F. ELIGIBILITY (24 CFR 984.201)

The FSS program is open to current Section 8 voucher participants under AHA's numerous voucher programs which include: Housing Choice, Project Based, IMainstream, Non-Elderly Disabled (NED), and Family Reunification Program (FUP) voucher holders. All current voucher participants are eligible to voluntarily apply to the FSS program.

To be selected to participate in the FSS program, a participant must be the head-of-household under AHA's Voucher Program. To be eligible a participant must be in good standing as verified by the voucher program caseworker that the family is in compliance with Family Obligations and/or from the accounting department stating there are no monies owed to the AHA.

- Families that owe money to the Housing Authority, are behind in monthly installment payments, or have not entered into a payment agreement will not be eligible for participation in the FSS Program. Families may be ineligible for monies owed from any program or housing operated by the Housing Authority.

The FSS family includes everyone in the household. However; only one escrow account will be established per household. Other members of a household (over 18) are eligible to receive supportive services under the FSS program if the head-of-household has signed a Contract of Participation.

G. PROGRAM COORDINATING COMMITTEE (24 CFR 984.202)

The role of the Program Coordinating Committee (PCC) is to help secure commitments of public and private resources for the operation of the program; and to assist in developing the Action Plan and implementing the FSS program. The PCC (or body serving a similar function for Alameda and AHA participants) will generally meet on a quarterly basis. One member of the PCC will be a participant in the voucher program and one will be an AHA representative, as required by 24 CFR (b)(1)(ii).

- a) Recommended Membership for PCC includes:
 - Local agencies responsible for carrying out JOBS training programs,
 - or programs under the JTPA, and

- Other organizations, such as other State, local or tribal welfare and employment agencies,
 - Public and private education or training institutions,
 - Child care providers,
 - Nonprofit service providers, private business, and
 - Any other public and private service providers with resources to assist the FSS program.
- b) AHA will maintain a PCC in accordance with HUD regulations.

H. APPLICATION AND SELECTION PROCESS (24 CFR 984.203)

All potential participants must complete the initial FSS application and self-survey and will be screened for a priority status preference.

- a) Priority Status: applies to participants who are currently enrolled in and/or attending any educational or training program including:
- Workforce Investment Act programs administered through One-Stop Career Centers: Adult/Youth Low Income Programs, Dislocated Workers Program, Eastbay Works; College/University coursework and other educational programs that lead to employment.

Fifty percent of the available FSS slots will be targeted to voucher holders who have one or more family members currently enrolled in, or on a waiting list for a Priority Status related service programs. FSS applicants will be placed on a wait list in order of date and time of FSS application, and the only out of order admissions will be to fill every other available slot with a priority status family.

Once pulled from the FSS waitlist, prospective participants will meet with FSS staff for an orientation interview which explains the program rules and regulations, the Contract of Participation, the Individualized Training and Service Plan (ITSP) and Escrow account accumulation. During the program overview, the participant's motivation to become economically self-sufficient by ending cash aid assistance and obtaining and maintaining employment is discussed and emphasized.

I. ASSESSMENT AND ITSP (24 CFR 984.303 (b)(2))

The process of identifying support needs begins with the potential participant's own self assessment. Prior to the initial interview, each applicant must complete a Self Assessment form. Each client is asked to examine their goals, family dynamics, school and employment patterns; financial and health concerns. Then through a series of discussions between the prospective participant and the Coordinator potential barriers/hindrances to achieving stated goals will be identified and a plan of action will be developed to successfully maneuver through barriers and while also striving towards successful completion of goal plan.

The Individual Training and Services Plan (ITSP) will grow out of those discussions between the FSS Coordinator and prospective participant. Specific goals will be identified and sequenced. FSS staff will work with the participant to map the sequence of small steps that need to be taken to achieve each goal and to establish realistic target dates for their completion.

- The ITSP will be reviewed at least annually by both parties and may be amended by mutual agreement between the participant and FSS Staff, with such changes made in writing and signed, then becoming the required attachment to the initial FSS Contract of Participation.

J. CASE MANAGEMENT

Case management is a key factor in ensuring comprehensive service delivery. Case management establishes a systematic, continuous process in which families are actively involved in planning the steps they can take to improve their lives and in evaluating the results. Case management is not merely service brokering, but a problem-solving partnership among practitioners and clients. AHA employs a FSS Program Coordinator who fulfills the following functions:

- Assist in briefing of applicants;
- Provide information and referral services to participants;
- Assist in identifying and utilizing appropriate community resources;
- Coordinate services for participants with various Health and Human Services/Social Services agencies, and other non-profit groups;
- Monitor participant's progress in meeting goals set out in ITSP;
- Work with other agencies' case managers;

K. CONTRACT OF PARTICIPATION (24 CFR 984.303)

All applicants selected for participation in the FSS program will be required to sign a five-year Contract of Participation. AHA will use a contract format approved by HUD. The contract will include an Individual Training and Services Plan (ITSP). The contract will include the family's annual income, earned income, and the Total Tenant Payment (TTP) in effect as of the effective date of the contract.

Family Responsibilities:

- a) Seek and maintain suitable employment* throughout the term of the contract. AHA recognizes that suitable employment varies with the capability and circumstances of each the FSS Participant.
 - a. *Suitable Employment: based on the Head-of-Household's skills, training, education and available employment opportunities in AHA's jurisdiction.
- b) All FSS Participants must work full-time (min. 32 hrs. week) of his/her contract in suitable employment, earning at least minimum wage, matching the client's final goal outlined in the ITSP.

- a. Self-employed participants must work at the capacity outlined in their ITSP, earning a net income which is at least equivalent to rate of minimum hourly wage and full-time work hours per week.
- b. A FSS participant with circumstances/conditions that affect their ability to work 32 hrs per work may request a modification to this requirement.
- c) Approved (in the ITSP) job training or education leading toward full-time employment may constitute “suitable employment” until the last six months of the FSS Client’s participation in the FSS Program.
 - a. *Suitable Employment may also be a part-time job that has possibilities for advancement and full-time hours near the end of the FSS Client’s participation in the FSS Program.
- d) Complete activities in the ITSP within the specified dates; and
- e) Provide the AHA with information about the family’s participation in the FSS program upon request, including:
 - a. Information regarding employment, job interviews, training, educational attendance, and other FSS services and activities. Specifically, FSS participants must return phone calls, respond to written correspondence, surveys etc., from FSS staff in a timely manner.
- f) FSS Participants who do not respond to communication efforts by the FSS Coordinator will be terminated from the FSS Program after reasonable effort is made by the FSS Coordinator to receive a response.
- g) All FSS participant family members must:
 - a. Comply with the family obligations under the Section 8 program; and
 - b. Become independent from welfare assistance** and remain independent from welfare assistance for at least 12 months prior to the expiration of the contract of participation.
 - **Welfare Assistance defined: Welfare assistance means (*for purposes of the FSS program only*) income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family’s ongoing basic needs.
- h) Contract of Participation Extension:
 - a. A participant in the FSS program may request in writing an extension of the contract of participant, if the family is unable to complete its goals within the five-year period due to a *good cause*.
 - *Good Cause* defined: a serious illness, involuntary loss of employment for the head-of-household, or other circumstances beyond the family’s control.
 - b. If the FSS Coordinator determines there is a good cause for contract extension, then an initial extension shall be granted, in writing, for up to a one year period, and the ITSP will be modified in writing to reflect the extension and ongoing goals.
 - At the end of the initial one year extension, if the FSS participant can show that the effects of the good cause delay have been alleviated, and

- FSS Participant has shown significant progress towards completing final goals, an additional one year extension may be granted with approval of the Director of Housing Programs.
- At no time shall the allotted contract of participation extension exceed more than two years from the initially contracted contract of participation completion date.

L. TERMINATION OF CONTRACT OF PARTICIPATION (24 CFR 984.303 (h))

The FSS Contract of Participation will be terminated if the FSS Participant's Section 8 Voucher assistance is terminated in accordance with HUD requirements.

AHA will terminate the contract of FSS families who do not comply with the family responsibilities in the FSS Contract of Participation. Termination from the FSS Program will not cause a family to lose its Section 8 housing assistance.

Termination of the Contract of Participation:

- a) AHA will terminate the family's Contract of Participation if:
 - a. The family and AHA mutually agree to terminate the contract; or
 - b. AHA determines the family is not complying with, or has not complied with its responsibilities under the FSS program; or
 - c. The family withdraws from the FSS program; or
 - d. Such other act as is deemed inconsistent with the purpose of the FSS program (such as noncompliance with the lease, noncompliance with the Section 8 program family obligations, fraud, or a violent or drug related criminal act); or
 - e. Operation of law or
 - f. The family does not complete the requirements of the contract prior to the expiration date without good cause; or
 - g. The family exercises portability to a jurisdiction that does not have a FSS program or the family is not accepted into the new jurisdiction's FSS program.
 - h. The family exercises portability to a jurisdiction, without good cause, prior to meeting the one year initial jurisdiction requirement. Good cause includes reasonable accommodation requests and VAWA cases.
- b) Contract of Participation termination, whether by choice or due to noncompliance with obligations and/or responsibilities, will result in forfeiture of escrow account funds.

Hearing Procedures:

- a) A family that is terminated from the FSS Program has the right to request an Informal Hearing. The procedures for requesting, scheduling and conducting an Informal Hearing are the same as for the termination of a voucher. The Informal Hearing Policies and

Procedures of the Housing Authority are described in Chapter 15 of this Administrative Plan.

M. ESCROW ACCOUNT IMPLEMENTATION (24 CFR 984.305)

The FSS program provides for the establishment of an escrow account. The amount of the escrow credit is based on increases in the family's total tenant payment (TTP) resulting from increases in the family's earned income during the term of the FSS contract subsequent to signing the contract. FSS escrow credits will be calculated monthly and in accordance with HUD regulations. Interest on the FSS escrow account balances will be allocated monthly.

The money in the escrow account belongs to the Housing Authority until the FSS participant completes the goals in the Contract of Participation. Upon successful completion of the contract, the participant shall receive all of the money in the escrow account less any amount owed to the Housing Authority.

- a) Establishing Escrow Account:
 - a. FSS escrow funds must be deposited into a single, interest-bearing depository account. The accounting for these funds will be supported through a subsidiary ledger that records the balance of each individual FSS participant's account.
 - b. AHA will report to the family at least annually on the escrow account including:
 - i. The balance at the beginning of the reporting period,
 - ii. The amount credited during the period,
 - iii. Any deductions made from the account for amounts due AHA before interest was distributed,
 - iv. The amount of interest earned on the account, and
 - v. The total in the account at the end of the reporting period
- b) Forfeiture of Escrow Account:
 - a. A participating family has no right to any funds from its FSS escrow account if the family's Contract of Participation is terminated, declared null and void, or the AHA determines the family did not successfully graduate from the FSS program.
 - b. A participating family that withdrawals from the AHA FSS program or ports to another jurisdiction prior to the one year initial jurisdiction requirement will forfeit its escrow account. See Section O for more details.
 - c. The AHA will close the family's escrow account and will treat forfeited escrow funds as program receipts for payment of program expenses under the AHA budget for the applicable Section 8 program, and shall be used in accordance with HUD requirements governing the use of program receipts.
 - d. A Participant whose Escrow Account is forfeited has the right to request an Informal Hearing.

N. ESCROW DISBURSEMENTS (24 CFR 984.305 (c))

The AHA will permit the family to withdraw funds from the FSS escrow account before completion of the contract if the family has completed specific interim goals, designated by the AHA, and needs some of the FSS escrow account funds to complete the contract.

- a) Partial Disbursement of Escrow Account Funds to FSS Participant:
 - a. An FSS Participant in good standing with the AHA and FSS program may request a partial disbursement of escrow account funds up to, but not exceeding, 50% of the total balance at time of request one time during their 5 year contract of participation;
 - b. FSS Participant must submit in writing, to FSS Coordinator, a request for funds, specifically stating the purpose of the funds request and how the expenditure will assist participant to further their FSS contract goals.
 - a) i.e. medical and/or mental health expenditure, child care expenditure, transportation expenditure, work related expenditure, job training or educational expenditure, credit repair and/or other activities that support a family's effort to achieve self-sufficiency.
 - c. The written request must be signed and dated by the FSS participant.
- b) Qualifications for partial Disbursements:
 - a. FSS participant and household is in compliance with Section 8 Family Obligations
 - b. FSS participant must have been actively participating on FSS program for at least one year.
 - Actively participating defined: completing quarterly check-ins, attending FSS-sponsored workshops and functions; working towards completing goals.
 - c. Participant must have successfully completed at least one interim goal.
 - d. Participant must have accumulated at least \$1000 in their escrow account prior to request for partial disbursement.
 - A waiver to the minimal \$1000 amount is possible in the event of extreme hardship.
 - e. Once qualifications are determined successful, FSS Coordinator then forwards written request from the participant and successful qualifications documents to Director of Housing Programs for approval.
 - f. Director of Housing Programs will review request, qualifications and make a determination to approve or disapprove.
 - g. If approved, a written check request and supportive documentation is completed and forwarded to Executive Director for final approval and signature.
 - a) If possible, the expenditure must be such that the payment can be made directly to vendor.

- b) The FSS participant must provide vendor information including billing and/or price amounts.
 - h. If not approved, the FSS Coordinator will communicate to the requestor the reason for the disapproval in writing.
- c) Final Disbursement:
 - a. The participating family will receive a disbursement of its escrow funds upon successful completion of the Contract of Participation.
 - a) Successful Completion is defined as:
 - 1. Written verification that Head-of-Household has satisfied final goal requirements set out in ITSP for suitable employment.
 - 2. Written verification that no one in FSS participant's household has received any Federal, State or other public welfare assistance in the 12 months prior to five-year contract expiration date or date of early termination of contract.
 - b. The Family Self-Sufficiency Coordinator and the Director of Housing Programs will review final disbursement requests and written verifications.
 - c. A thorough audit of the Escrow Account ledger and FSS Participant's case file will be made prior to final disbursement.
 - d. The family may use its final disbursement escrow funds for any purpose.

O. PORTABILITY (24 CFR 984.306)

In order to participate in the FSS Program, families must live in the initial jurisdiction for not less than one year before the family will be considered for a move under portability. AHA has the authority to approve a family's request to move during this period. Moves will only be approved for approved reasonable accommodation requests for an individual with disabilities or is a move protected under the VAWA.

AHA must clearly explain to any FSS family that is requesting to move under portability how such a move may impact the family's participation in FSS, including any affections on continued participation, graduation, and possible forfeiture of escrow funds. In cases where the portability move would result in forfeiture of the FSS escrow funds, a waiver can be requested from HUD if the move is for good cause.

Outgoing Portability:

- a) After one year a family can choose to continue to participate in the FSS Program but move to another jurisdiction with the following conditions:
 - a. The family must demonstrate to the satisfaction of AHA that it will be able to fulfill its responsibilities under the original (or a modified) Contract of Participation in the receiving jurisdiction.

- b) If a participating family moves and is unable to fulfill its obligations under the Contract of Participation (or a modification thereof), AHA will:
 - a. terminate the participating family from the FSS Program; and
 - b. the family will forfeit its escrow account.
- c) If the family is participating in the FSS Voucher program and moves outside the AHA's jurisdiction, AHA will transfer the balance of the family's escrow account upon:
 - a. Receipt of a written request from the Receiving Housing Authority's (RHA) FSS staff that the participating family has been admitted to the RHA's FSS program.
 - b. The RHA should contact the AHA as soon as possible to coordinate the current submission of FSS Addendums to IMS/PIC and the transfer of the escrow account. The RHA must meet any HUD portability notification requirements.
- d) All other provisions of portability remain the same under the FSS Program

Effects of escrow accounts for families who move to other jurisdictions are detailed in PIH Notice 2016-08:

- a) If an FSS family moves and the RHA absorbs the family:
 - a. If the RHA does not operate an FSS program, the family's participation in the FSS program will terminate and the escrow account may be forfeited.
 - b. If the RHA does operate an FSS program, the family may enroll in the RHA's program or remain in the AHA's program. Both options require approval from the RHA. The AHA would only agree to the second option if it believes the family can continue to meet the obligations of the contract of participation. The escrow account will be transferred to the RHA.
- b) If the FSS participating family moves and the RHA chooses to administer the voucher and bill the AHA, the family may request to remain in the AHA's FSS program with AHA and RHA approval, or, with RHA approval, enroll in the RHA's program. The escrow account will remain with the AHA.
- c) If the family wishes to remain in the AHA's program, the family must demonstrate:
 - a. follow through with goal updates with FSS staff.
- d) If the family enrolls in the RHA's FSS program under a billing situation and the family completes the Contract of Participation, the RHA will notify AHA and certify that the family is no longer receiving housing assistance.
 - a. If the family has met the requirements for successful completion of contract which allows for final disbursement of escrow account, then AHA will pay out the escrow account to the family.

- e) If the family enrolls in the RHA's FSS program under a billing situation and the family does not complete the Contract of Participation, when it expires, the escrow account is forfeited.

Incoming Portability:

- a) AHA is not obligated to accept incoming portable FSS participants into the FSS program. AHA will accept portable FSS participants into its program under the following conditions:
 - a. There is an available slot in the program.
 - b. The AHA has available funds and staff for the admission.
 - c. The family is in good standing with the FSS program from the original Housing Authority.
 - d. There is not a wait list for the FSS program.
- b) If the AHA is unable to admit the family into its FSS program, and the Initial Housing Authority (IHA) is willing to allow the participant to remain in the IHA's program, the AHA will approve this as long as:
 - a. The IHA promptly notifies the AHA of any IMS/PIC submission data
 - b. The IHA agrees to follow HUD guidance on escrow funds and other program requirements.
- c) It is the responsibility of all FSS families exercising portability into the jurisdiction of AHA to notify AHA of their status in the FSS program. This notification should be done at voucher issuance but no later than lease-up to ensure that the AHA may timely submit all electronic information to IMS/PIC. If the family notifies the AHA of their participation in the FSS program too late for the AHA to meet any HUD portability deadlines, the AHA will not accept the family into the FSS program.
- d) If AHA accepts the family into the FSS program, the AHA will execute a new FSS Contract of Participation. The client will remain in the AHA FSS program until 5 years from the start of their initial contract with their initial Housing Authority unless early graduation, termination, or extension of their contract by AHA occurs.