

# FAMILY SELF-SUFFICIENCY ACTION PLAN

(Includes 2022 Final Rule Requirements)

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## **Introduction**

The Family Self-Sufficiency (FSS) Program is a voluntary program established by Congress in 1990 to assist families in Public Housing and Housing Choice Voucher (HCV) programs to achieve economic independence. FSS has three primary components: the escrow account, case management, and referrals to supportive services.

The Broward County Housing Authority (BCHA) operates a Family Self-Sufficiency program throughout its jurisdiction.

The Action Plan describes how BCHA will administer the FSS program.

## **Goals**

The Broward County Housing Authority proposes to enroll 175 participants in the Family Self-Sufficiency program.

The purpose of the FSS program is to create an opportunity for families receiving HUD assistance to achieve economic self-sufficiency.

This is accomplished by combining subsidized rental assistance, case management, the coordination of services with various public and private agencies to assist “eligible families” with Vocational Training, Higher Education, Financial Education and Homeownership Counseling.

The FSS program will provide assistance to families on the BCHA Housing Choice Voucher programs and the Moderate Rehabilitation for low-income families program.

## **Objective**

The objective of the FSS Program is to reduce the dependency of low-income families on welfare assistance and housing subsidies and achieve economic self-sufficiency.

Economic self-sufficiency is defined as having the sustainable skills necessary to maintain employment – a “living wage”. This wage would pay for the family’s basic needs without the use of government subsidies.

## **Self-Sufficiency**

HUD’s definition of self-sufficiency is the FSS family is no longer receiving housing (HCV, Public or Indian) assistance, or any federal, state, or local rent or homeownership subsidies. This is the broader program objective; however, it is not a necessary condition of completion of the FSS contract and final disbursement of the escrow account. It is not a requirement of the program that the family become free of housing assistance.

HUD measures the success of an FSS program by the number of FSS families that have become welfare free, obtained employment, and obtained a diploma or higher education degree or similar goals that will assist the family in obtaining economic freedom.

### **Family Demographics**

The following demographics were calculated based on the current families on the FSS program.

Most participating households are African American, non-Hispanic, female -Head of Households.

Most participants are employed.

The top service needs are homeownership counseling, job retention, job search/placement, post-secondary education, vocational education, GED, childcare, mentorship, IDA, transportation, and health services. This list of service needs is based on Needs Assessments completed by incoming FSS participants.

Ethnicity	total	%	Non-hispanic	%	Hispanic	%
African American	161	92.00%	157	97.52%	4	2.48%
Caucasian	12	6.86%	3	25.00%	9	75.00%
Native American/Alaskan	1	0.57%	0	0.00%	1	100.00%
Asian	0	0.00%	0	0.00%	0	0.00%
Pacific Islander/Hawaiian	1	0.57%	1	100.00%	0	0.00%
total	175		161	92.00%	14	8.00%

Age	total	%	Non-hispanic	%	Hispanic	%
18-30	18	10.29%	15	83.33%	3	16.67%
31-50	119	66.86%	117	98.32%	2	1.68%
51-61	34	19.43%	30	88.24%	4	11.76%
62 +	4	2.29%	4	100.00%	0	0.00%
Total	175		166	94.86%	9	5.14%

Sex	total	%	Non-hispanic	%	Hispanic	%
Male	7	4.00%	6	85.71%	1	14.29%
Female	168	96.00%	153	91.07%	15	8.93%
Total	175		159	90.86%	16	9.14%

Disability	total	%	Non-hispanic	%	Hispanic	%
Yes	19	10.86%	17	89.47%	2	10.53%
No	156	89.14%	143	91.67%	13	8.33%
Total	175		160	91.43%	15	8.57%

HOH employment status	total	%	Non-hispanic	%	Hispanic	%
Full-time	85	48.57%	78	91.76%	7	8.24%
Part time	62	35.43%	58	93.55%	4	6.45%
Unemployed	28	16.00%	23	82.14%	5	17.86%
Total	175		159	90.86%	16	9.14%

Family Size	total	%
1	21	12.50%
2	41	24.40%
3	48	28.57%
4	26	15.48%
5+	39	23.21%

Needs	
GED	10
Mentor	8
Homeowner counseling	93
IDA	4
Childcare	13
Post-secondary education	29

### Estimate of Participating Families

BCHA's FSS program currently operates a voluntary program size of 175 families. The BCHA FSS Program enrolls approximately 21 new families into the FSS program each year. It is expected that the agency will be able to provide FSS services to 175 families each year over a five-year period.

## Solicitation and Selection Process

[24 CFR 984.201 (d)(4)]

An interest form, needs assessment form and application will be completed by all prospective FSS participants and submitted to BCHA. Individuals will be required to attend orientation where the FSS program will be explained in detail.

- Participants for the FSS program will be recruited from the current HCV and Moderate Rehabilitation programs.
- FSS Participants will not be selected from the HCV waiting list; however, new HCV and Moderate Rehabilitation recipients will be offered the opportunity to apply for the FSS Program at the time of the initial agreement.
- **Outreach Efforts** - BCHA will publicize the program in such a way that the widest range of eligible persons is reached. Participants will be informed of the FSS program during regularly scheduled briefings, annual reexaminations, including Family Unification Program (FUP) meetings, and referrals made by staff. Flyers, post cards, brochures and letters will be mailed out when there are budgeted funds available. An FSS quarterly newsletter will be provided to all FSS participants, BCHA staff and other potentially eligible families. FSS program information will be posted and updated regularly on the FSS webpage. Interpreters will be used as needed and clients may contact staff to express interest in person, via email or phone.
- Families will be notified that the FSS program is a voluntary program. Their housing assistance will not be withheld for non-participation or non-completion of program requirements.
- Once all FSS slots are filled, BCHA will establish a waitlist. Placement on the waitlist will be chronological according to the date stamp on the interest form, or e-mail in which the interest form is submitted where applicable, except for individuals who are eligible for a preference. (See FSS Selection Preferences)
- When openings in the program occur, the FSS staff will begin contacting individuals on the FSS waitlist to notify them of the opening and inquire about their continued interest in the FSS program.

It is the policy of BCHA to comply with all Federal, State, and local nondiscrimination laws and regulations, including but not limited to the Fair Housing Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the FSS program on the grounds of race, color, sex, religion, national or ethnic origin, family status, source of income, disability or perceived gender identity and sexual orientation.

### Notification Process

Upon the completion of the Interest Form, BCHA notifies FSS interested parties of the receipt of the interest form in writing.

### FSS Selection Preferences

The FSS program employs the following system of local preference in administering its FSS waitlist. Preferences may change from time to time. No more than 50% of the total number of FSS slots will be provided based on a preference. FSS families with preferences will be selected by the date and time of their application to the FSS Program.

Priority 1 preference: Special circumstances:

- Portable families who are in compliance with an active FSS Contract of Participation (CoP) with the Initial PHA and who notify the FSS manager of their FSS status no later than 90 calendar days from lease up with BCHA.
- Family Unification and Family Self-Sufficiency Youth Demonstration. The Family Unification Program (FUP) is a Housing Choice Voucher (HCV) referral program where Housing Choice Vouchers are provided to:
  - - Families that lack adequate housing and are facing either the imminent placement of the family's child or children in out of home care or the delay in the discharge of the child or children from out of home care.
    - Youth at least 18-years old and not more than 24 years old, who left foster care at age 16 or older, or will leave foster care within 90 days in accordance with a transition plan described in section 475(5)(H) of the Social Security Act and is homeless or is at risk of homelessness.
    - To be eligible for the preference under the FUP/FSS Youth demonstration, applicants must meet all FUP and HCV eligibility requirements. BCHA has allotted a maximum of fifteen (15) participants as part of the FUP and FSS Youth demonstration. ChildNet, Inc. will certify youth as eligible for FUP. This preference is only eligible to FUP households referred to BCHA as Youth Aging Out.
    - FUP youth are eligible for 36 months of assistance, FUP youth have until the end of the 36-months to enroll in the FSS program. If terminated from the FSS program, the FUP youth voucher will only be terminated if 36-months have passed. A youth may remain on the HCV program beyond the 36-months provided if they are under an active FSS CoP.

#### **FUP-FSS Youth Demonstration**

FUP Youth (FUPY) at the time of implementation, were provided with 18 months of housing assistance. If an FUPY agrees to sign an FSS Contract of Participation, they would be able to maintain housing assistance for a period not to exceed the length of the FSS CoP. In most cases, this provides 5-years of housing assistance as they work through their self-sufficiency goals, however, they may be eligible for up to 2-years of extensions. FUPY may sign up for FSS anytime during the 18-months provided to obtain the benefit of the demonstration.

FUPY cannot be required to participate in the FSS program as a condition of receipt of assistance under the HCV program, including receipt of FUP voucher.

BCHA has set aside 15 FSS slots for FUP Youth to take advantage of this demonstration program.

#### **Fostering Stable Housing Opportunities Amendments**

The FUP Youth and Foster Youth to Independence (FYI) Initiative programs currently offer 36-months of housing assistance to eligible youth. The Fostering Stable Housing Opportunities Amendments (FSHO) provides youth with the opportunity to apply for up to two 12-month extensions of housing assistance.

FUPY and FYI participants, who leased up for the first time after December 27, 2020, may apply for the FSS program within the 36-month time limit and if they are able to enter an FSS CoP, they will be eligible for a 12-month extension. If they remain active on the FSS CoP during the 1<sup>st</sup> extension, they will be eligible for a 2<sup>nd</sup> extension.

If the FUPY or FYI participant is unable to enter an FSS CoP, they will be considered 'unable to enroll' and may be eligible for extension under other criteria described in Chapter 16 of the Administrative Plan.

The enrolled family member must be the eligible youth, not another household member, to be eligible for extension.

If the FUPY or FYI youth leaves the FSS program before the initial 36-months has expired, the participant will be limited to the original 36-months. If the participant leaves FSS during the 1st extension, the participant will be limited to this extension period unless the participant qualifies under other criteria as listed in the Administrative Plan.

As the participant may not enter the FSS program immediately, they may not have sufficient time to complete the program. With this in mind, the FSS program staff will work with the youth to determine goals that are reasonable to achieve in the time remaining. The CoP will end 5-years from the first re-certification after the effective date so in the event the youth obtain a regular HCV they may continue in the FSS program. Unlike the FUP-FSS Youth demonstration, the CoP does not extend the youth's time limits beyond the two 12-month extensions. When the participant's housing assistance ends, the FSS contract ends.

### **Motivational Screening Factors**

BCHA reserves the right to assess motivation to participate in the FSS program using the following criteria:

- Prior to enrolling in the FSS program, the Head of the FSS family must attend an FSS orientation.
  - If the scheduled FSS Orientation is missed, the family will have an opportunity to reschedule.
  - After two missed orientations, the family will be marked as a "no show" and must submit another interest form to be added to the FSS waitlist
- The Head of the FSS family must return the completed FSS applicant form and needs assessment within fifteen (15) business days from the date the selection letter is sent, or the family will not be enrolled in FSS and will be marked as "not interested".
  - If the family is unable to meet the stated deadline because they have a special circumstance or need an accommodation, they must contact the FSS staff for an extension of time.

### **Incentives to Encourage Participation**

BCHA offers incentives to encourage the participation of eligible families.

- Escrow Account – The establishment of an escrow account – in accordance with HUD requirements.



- Educational Workshops – Participants are connected to community sponsored educational workshops and seminars to learn about topics such as employment, educational opportunities, financial education, and homeownership counseling
- Newsletter/FSS Calendar – The FSS newsletter is published quarterly. It provides information on a wide range of subjects and spotlights participant success. The calendar also provides information about FSS workshops, community events and resources.

### **FSS Activities and Supportive Services**

The FSS program shall provide appropriate supportive services to each participating family entering a contract of participation, if available.

If the resources are not available, BCHA will try to substitute other resources and services.

However, BCHA has no liability to the family if the resources and services are not provided.

Participants in the FSS program shall work closely with the FSS staff to identify current and potential barriers and advocate on behalf of the participants with other local agencies when needed.

The FSS staff act as a catalyst in the development of a plan to remove/overcome barriers and advocate on behalf of the participants with other local agencies when needed.

The resources each participant needs are identified during the initial assessment with subsequent updates to the ITSP.

Supportive services may include referrals to agencies that fulfill the following service needs:

- Childcare (Early Learning Coalition of Broward County)
- Job training and preparation (Career Source)
- Homeownership education & counseling (BCHA, Housing Foundations of America)
- Education (Broward UP)
- Medical/Mental Health (Henderson Behavioral Health)
- Legal Assistance (Legal Aid)
- Food & Nutrition (Local Food Pantries and Distribution Centers)
- Money Management (Financial Literacy Courses Provided in Partnership with BCHA)
- Case Management (Family Success Center, FSS)

Participants are expected to communicate with their FSS case manager regularly to review progress toward goals in their ITSP and/or barriers to success on the FSS program via scheduled face-to-face interviews, phone calls, e-mails, letters and Zoom or other electronic meeting applications.

### **Method for Identification of Family Support Needs**

A Needs Assessment will be conducted initially with participants selected for the FSS Program to identify and evaluate service needs, strengths, training, or reemployment readiness and the appropriateness of employment goals so that an Individual Training and Service Plan (ITSP) can be developed.

The Personal Needs Assessment will:

- Identify short-term immediate barriers
- Identify needs to determine short and long-term solutions
- Identify participant employability
- Identify skills, interests, and values regarding school, training, and job opportunities

### **Case Management**

Once the family has been selected for the Family Self-Sufficiency (FSS) Program, a needs assessment and goal setting session will be scheduled with the assigned FSS Case Manager.

An Individual Training and Service Plan (ITSP) will be developed for each participant and any adult family member when supportive services have been established and are available to meet the needs of the family.

This plan includes steps and means for achieving individual goals with time frames for completion.

The FSS Case Manager will be responsible for the case management, individual counseling, and coordination of goals. The FSS case manager will work with the FSS family to identify goals for participation in the FSS program along with steps and timelines for implementation. The FSS case manager will maintain an individual case file for each FSS participant that will include all necessary documents.

FSS participant progress will be monitored during regularly scheduled reviews. The FSS Case Manager will complete a review form documenting progress and service needs.

FSS participants are required to attend training sessions as required in the ITSP. Training may include sessions on budgeting, parenting, homeownership counseling, and other training sessions that are relevant in achieving self-sufficiency.

### **Denial of Participation**

An FSS applicant may be denied if:

- The applicant is not in good standing with the Broward County Housing Authority (Example: Participant owes funds to the housing authority or is not in compliance with the voucher)
- The applicant is uncooperative (abusive, belligerent behavior)
- The applicant submits an incomplete application
- The applicant does not supply the needs assessment, application or other FSS enrollment documents, or complete the ITSP within stated deadlines
- Supportive Services are unavailable
- The applicant fails to attend orientation or other scheduled appointments

Applicants that have successfully completed an FSS program at any Housing Authority may not re-enroll.

Denied applicants have the right to request an administrative review of the decision.

The following procedures shall be adhered to:

- The applicant shall first discuss the decision with the FSS Manager who shall review the complaint and explain the decision.
- If the applicant is still not satisfied, the applicant may request an informal review be conducted. The request must be in writing and directed to the FSS Manager.

The request for review must be made within ten (10) business days following the denial.

Upon the participant's request, BCHA's FSS Manager will schedule a hearing to review the complaint.

### **Contract of Participation (CoP)**

The Contract of Participation (CoP) is an agreement between Broward County Housing Authority (BCHA) and the FSS family that sets forth the provisions of the FSS Program and the obligations of the family. The initial term of the CoP will run the effective date through the five-year anniversary of the first reexamination of income that follows the execution date

The CoP states the rights and responsibilities of all parties.

It also describes BCHA's authority to terminate FSS supportive services if the family fails to comply with the CoP requirements.

Family Obligations – One of the obligations of the FSS family, according to the CoP, is to comply with the terms and conditions of the assisted lease.

Therefore, a participant's CoP can be terminated for failure to comply with the terms of the lease.

Employment Obligation – As set forth in the CoP, the Head of the FSS family must seek and maintain suitable employment during the term of the CoP and any extension.

Seeking employment is defined as applying for employment, attending job interviews, and otherwise following through on employment opportunities in accordance with BCHA's definition and requirements for seeking and maintaining employment.

There is no regulatory definition of "maintain employment". For this reason, it is up to the PHA to define the term. (See Completion of Contract section)

The contract is to be signed by the Head of the FSS family, which is any adult member of the household as designated by the family. The Head of FSS family does not have to be the Head of Household for rent assistance purposes.

There will be one CoP per family.

### **Extensions**

Contract extension requests may be submitted in writing to the FSS Manager. If granted, the FSS CoP may be extended for up to two (2) years. Contract extensions are not guaranteed and are granted for “good cause”.

“Good Cause” means circumstances beyond the control of the FSS family such as:

- Family Circumstances
- Death in Family
- Serious Illness of Head of FSS Family or immediate family
- Medical emergency
- Mandatory court appearances
- Involuntary loss of employment
- Loss of head of household through death, incarceration, or removal from lease
- Change in ITSP improving progress toward economic self-sufficiency
- Community circumstances – includes but not limited to national/state/local emergencies that impact participant success
- Significant reduction in workforce (over 20% reduction in employment field)
- Significant interruption in service delivery (over 3 months interruption)
- Provider non-compliance with regulation
- Provider unable/unwilling to provide service
- Provider offering inferior service
- Circumstances that are beyond the control of the family which prevent completion of the training and service plan
- Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency

The family must supply documentation of good cause with the written request for extension.

### **Changes to the Contract of Participation (CoP)**

The contract may be modified in the following areas, if the Housing Authority and family mutually agree:

- ITSP (family need and interest change)
- Contract term (portability/extension)
- Designation of the Head of FSS family

A change to the ITSP must be included as an attachment to the CoP. A written request must be submitted to the FSS Manager and the request must contain:

- Effective Date of Change
- Area changed
- Signature of the FSS Manager and date signed

For CoP extensions, a contract extension acknowledgement document will be sent out to a participant if their contract extension request is approved. The contract extension acknowledgement document will contain the new CoP end date and must be signed by the Head of FSS family.

### **Designation of the Head of FSS Family**

The FSS family may designate anyone in the household to be the Head of FSS family as long as they are 18 years or older. The original Head of FSS Family must state in writing that they will be designating a new Head of FSS Family and that they acknowledge escrow funds will be disbursed to whoever has signed the CoP at the time of graduation.

The Head of FSS Family must sign a new Contract of Participation and Head of FSS Family Responsibility form. CoP start/end dates and baseline of the CoP will not change. Escrow will be disbursed to the person who signs the CoP.

If the Head of FSS family changes, the CoP start date will be on the 1<sup>st</sup> of the month following the change of Head of FSS family, however, the expiration date will not change from the original CoP unless the family is eligible for an extension.

### **Individual Training and Service Plan**

The Individual Training and Service Plan (ITSP) is an attachment of the CoP and it must consist of the final and interim goals.

The ITSP outlines specific activities and service needed to achieve the interim and final goal(s) of the family along with timelines for implementation. These specific interim and final goals will be used by BCHA and the family to measure the family's progress towards fulfilling its obligations under the CoP. The FSS coordinator will collaborate with each FSS family to identify additional ITSP goals that are relevant, feasible and desirable. Any such additional goals will be realistic and individualized.

BCHA will create an ITSP and provide supportive services to other family members age 18 or over if they want to participate in the FSS program and supportive services are available.

The final goal must include obtaining and maintaining suitable employment.

A mandatory interim goal for families on welfare is that all family members must be free of welfare assistance at the time of graduation. A mandatory final goal is that the Head of FSS Family will seek and maintain suitable employment. (See Completion of Contract Section)

**Modifications** may be made to the ITSP at any time during the contract period. Changes to the plan must be included as a written revision and must include the item changed, the signatures of the participant, the HA representative, and the date of the change. No modifications to the ITSP can take place without the approval of the FSS Manager.

### **Completion of the Contract**

The Family's contract will be considered complete when the following occurs:

- The FSS Family has fulfilled all obligations under the contract before the expiration of the contract term (or extension).

The contract may be completed before the contract term has expired. The family does not have to be free of housing assistance to have completed the contract.

In order to complete the FSS Contract, the family must supply third party documentation verifying that goals were met. This documentation can include, but is not limited to, certificates, certifications, sign-in sheets, statements, business records, closing documents or other appropriate documents related to the goal as requested by BCHA. In some cases, BCHA may use documentation from the participant's occupancy record to confirm employment. The Head of FSS family must self- certify that to the best of their knowledge, no one in the household is receiving welfare. These documents will be submitted to process escrow disbursement.

To receive any money in the FSS escrow account, participants must meet the following criteria:

- The Head of FSS Family has suitable employment and maintained employment at the time of contract completion; and
- All members of the household are independent of welfare at the time of graduation.

*Suitable employment* is employment that is outlined in the ITSP and is based on the skills, education, and job training of the Head of FSS Family as well as job opportunities within the jurisdiction BCHA serves. BCHA will collaborate with the family to determine what suitable employment is.

*Maintain employment* means that the Head of FSS Family will complete all the obligations outlined in the ITSP and be employed full-time on the last effective day of the CoP; or, be employed part-time and enrolled, and participating as agreed, in part-time education or training program on the last effective day of the CoP. The PHA will require verification of this employment or enrollment.

Welfare assistance includes any cash assistance payments designed to meet a family's ongoing basic needs. It does not include Social Security payments, food stamps, or similar benefits.

BCHA will continue to offer supportive services to a former FSS family who has completed the FSS program successfully and whose Head of FSS Family is employed.

### **Program Termination**

BCHA has the option to terminate or withhold supportive services and the FSS family's participation in the FSS program if it is determined that the FSS family has failed to comply without good cause with the terms and conditions of the contract (including the HCV assisted lease).

The contract may also be terminated by the following:

- Mutual Consent
- Failure of family to meet contract obligations
- Failure to comply with the terms of the contract
- Family withdrawal from the FSS program
- Expiration of the contract term including any extensions
- Operation of law
- Other acts as are deemed inconsistent with the purpose of the program
- Non-compliance with the HCV program or other housing programs.

BCHA may involuntarily terminate a family from FSS under the following circumstances:

If the participant fails to meet their obligations under the Contract of Participation, the Individual Training and Services Plan and related documentation. Non-compliance includes:

- Missing 4 scheduled meetings consecutively, failure to return phone calls, and/or maintain contact after written notification of non-compliance
- Failure to work on activities and/or goals set forth in the Individual Training and Services Plan, including employment activities
- Failure to complete activities and/or goals within the specified time frames; and/or
- If the participant's housing assistance has been terminated.

If the FUP Youth, participating in the FUP-FSS Youth Demonstration, is terminated from the FSS program, the Housing Assistance is also terminated after the 36-month time limit under the Housing Opportunity Through Modernization Act of 2016 (HOTMA).

After an FSS contract has been terminated for non-compliance, the family may be allowed to participate after waiting 24 months.

If an FSS participant asks to withdraw from the program, they will be required to wait 12 months before reapplying. The family must demonstrate to the FSS staff that they are now motivated to work towards goals that include employment and freedom from welfare.

Terminated participants have the right to request an informal hearing, in writing, within ten (10) business days from the date of the notice (see grievance procedures).

The FSS contract is automatically terminated if the housing assistance is terminated.

### **Termination with Escrow Disbursement**

The CoP can be terminated with FSS disbursement when:

- Services that the PHA or owner and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless the PHA or owner and the FSS family determine that it is possible to modify the contract to designate a new Head of FSS family; or
- An FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements at 24 CFR 982.353) for good cause, as determined by the PHA, and continuation of the CoP after the move, or completion of the CoP prior to the move is not possible.

BCHA defines good cause as:

- Moving out of BCHA jurisdiction to attain greater financial stability
- Moving to assist in the care of a loved one
- Moving due to the inability to find housing due to market conditions
- Moving due to death, serious illness, VAWA, and/or an instance of uncontrollable natural forces such as a hurricane, tornado, or other disaster

### **Grievance Procedures**

If a family is terminated from the FSS program, denied participation from the FSS program, or BCHA takes an adverse action against an FSS family, the FSS family may contest this action through an informal

hearing. The FSS family will be provided written notification of the termination or denial and will be given ten (10) business days from the date of the notification to appeal the decision.

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the Housing Choice Voucher program in the administrative plan.

If the FSS family wishes to request an informal hearing, they must notify the FSS Manager in writing within ten (10) business days of the date on the termination notice.

An employee of BCHA or other public official who was not involved in the decision to terminate the family's FSS contract will conduct the hearing. The person conducting the hearing will not be directly involved in the day-to-day operation of the BCHA FSS program.

Before the hearing both parties (BCHA/FSS family) must be given the opportunity to examine any documents relevant to the hearing.

Both parties must be allowed to copy such documents at the expense of the requestor.

If either party does not make such documents available, documents relevant to the hearing may NOT be presented. Documents include records and regulations.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of BCHA shall take effect and another hearing will not be granted. All requests for a hearing supporting documentation and a copy of the final decision will be maintained in the family's FSS file.

See BCHA's Administrative Plan for detailed information regarding hearing procedures (Chapter 16, Program Administration, Part III: Informal Reviews and Hearings).

### **Escrow**

Each participating family has the opportunity to develop an FSS escrow savings through an account established and controlled by BCHA.

The concept of the escrow account is the FSS families continue to pay rent according to their income. The amount of the increase in the family rent resulting from an increase in earned income is escrowed and placed in an escrow savings account monthly.

The family's Annual Income, Earned Income and Family Rent are inserted into the CoP at execution. These become the baseline figures for future escrow calculations.

The investment income for funds in the FSS escrow account must be prorated and credited to each family's escrow account based on the balance in each family's escrow account at the end of the period for which the investment income is credited.

The PHA is required to deposit all escrowed credits into a single, interest-bearing account for each FSS program participant.



BCHA will create an annual report for each FSS family on the status of the family's FSS escrow account. The report will include:

- The balance at the beginning of the reporting period;
- The amount of the family's rent payment that was credited to the FSS escrow account during the reporting period;
- Any deductions made from the account at the final disbursement of FSS escrow funds for amounts due to the PHA or owner;
- The amount of interest earned on the account during the year; and
- The total in the account at the end of the reporting period.

Escrow may not be credited to the FSS family's escrow account when:

- The family has completed the CoP
- The CoP is terminated; or
- The FSS family is in the process of moving to a new unit

If during the contract term, the family rent becomes less than the family rent on the effective date of the contract, no escrow credit will be accrued.

If the family fails to report additional income within the prescribed time frame, and owes rent retroactively, the escrow will not be retroactive. It will begin to accrue the date the rent change is implemented, not the effective date of the retroactive rent.

### **Escrow Release Policy**

#### **Interim Disbursement**

BCHA allows interim escrow withdrawals in accordance with HUD regulations to increase a participant's ability to achieve their goals while maintaining an incentive for program completion.

Before an escrow release, the FSS Manager will review the request for eligibility.

All requests for escrow disbursement must be in writing and include the following information:

- Participant's name and address
- Last four digits of the social security number
- Amount of request (must not be more than 50% of the escrow balance)
- Specific reason for the request
- Documentation to validate amount requested

Participants may request an escrow withdrawal for purposes that are consistent with their CoP such as:

- Obtain or maintain employment
- Higher education
- Credit repair/Debt Cancellation
- Car Expenses (i.e., car repairs)
- Meeting start-up expenses involved in the creation of a small business

- Homeownership
- To cope with critical situations that may affect economic and family stability

If an FSS participant receives an advance payment from their escrow account prior to completing the CoP, the advance payment does not have to be repaid to the PHA, even if they withdraw or are terminated from the FSS program, unless the payment was based on fraud or misinformation by the family. Interim disbursements may not be requested more than one time for the same purpose.

### **Final Disbursement**

BCHA will pay the Head of FSS family the amount in the family's FSS escrow account, less any money owed to BCHA when:

- BCHA has determined that the family has completed the contract (even if the contract term has not expired)
- Whenever the head of the family certifies that, to the best of his/her knowledge and belief, no family member receives Federal or State welfare assistance.

### **Forfeiting the Escrow Account**

Amounts in the FSS escrow account will be forfeited if:

- The contract of participation is terminated
- The contract of participation is completed but the family is receiving welfare assistance when the contract expires, including extensions
- The Head of Household passes away and the remaining members of the family choose not to continue participating in the program and contract obligations have not been met
- The family fails to pay their rent.

If families do not pay their rents to the PHA owner or HCV owner, the FSS escrow funds may be forfeited because:

- Compliance with the HCV or PHA lease is a family obligation under the CoP
- Non-payment of rent is grounds for terminating a family's FSS participation

### **Use of Forfeited Escrow**

Forfeited escrow funds may be used for the following eligible activities:

- Support for FSS participants in good standing, including but not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP;
- Training for the FSS Program Coordinator(s) (FSS Manager, FSS Case Managers); or
- Other eligible activities by the Secretary

Such funds may not be used for salary and fringe benefits of the FSS program Coordinators; general administrative costs of the FSS program, for housing assistance payments (HAP) expense or public housing operating funds; or any other activity determined ineligible by the Secretary.

Participants in good standing may submit written requests for forfeited escrow funds. Participants must not have accrued escrow in order to be eligible to request forfeited funds. This request may not exceed \$500. Requests may only be made one time for the entirety of the family's FSS contract period. Requests must be made in writing by the Head of FSS Family and include supporting documentation. Upon written request from a family, the FSS Coordinator and the FSS Manager will consider the available funds and make a determination. Disbursements do not need to be paid back unless payment was based on fraud or misrepresentation by the family.

As these funds are collected from forfeited funds, there is no guarantee funds will be available. Further, funds will be requested for eligible FSS participants on a first come, first served basis.

Assisting eligible FSS families in good standing will be the first priority for the usage of forfeited funds followed by FSS staff training. All requests for funding are subject to approval by the Assisted Housing Director-Special Programs.

### **Program Coordinating Committee**

The primary function of the Program Coordinating Committee (PCC) is "to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the Action Plan and implementing the program".

The PCC will act as a governing board to oversee that the overall implementation of the program is accomplished.

The PCC meets quarterly and may conduct business on an as-needed basis via e-mail, electronic meeting applications, and/or telephone conferences.

Program Coordinating Committee Membership:

- BCHA and Partnering PHA FSS staff – Mandatory
- One or more BCHA and/or Partnering PHA FSS Participant/Resident – Mandatory
- Career Source
- Legal Aid
- Broward UP
- Banks/Credit Unions
- Housing Foundations of America
- Debt Management Credit Counseling Corporation (DMCC)
- Consolidated Credit

### **FSS Portability**

It is the responsibility of all FSS families exercising portability into the jurisdiction of the Receiving Housing Authority (RHA) to notify the RHA of their status in the FSS program.

A family participating in an HCV FSS program is not eligible to exercise portability until at least 12 months after the effective date of the FSS contract. BCHA has the authority to approve the family's request to move during this period.

After the first twelve months, the family may move outside the jurisdiction of the PHA under portability.

If a family is subject to termination in the FSS program because of failure to meet a contract obligation, the family should not be able to use a portability move to avoid the consequences.

When an FSS family moves to the jurisdiction of a receiving PHA that administers the FSS program, whether the receiving PHA bills the initial PHA or absorbs the FSS family into its own program, the receiving PHA must enroll the FSS family in good standing in its own program; unless:

- The Receiving PHA is already serving the number of FSS families identified in its FSS Action Plan and determines that it does not have the resources to manage the FSS contract; or
- The Receiving PHA and the Initial PHA agree to the FSS family's continued participation in the initial PHA FSS program and the family demonstrates they can fulfill their FSS responsibilities under the contract at the new location to the satisfaction of the IHA.
- When the family remains with the IHA's FSS program, the existing contract remains in effect, and the IHA will monitor the family's progress.
- Regardless of whether the re-locating family is in the IHA or the RHA's program, there will be a single escrow account. The PHA that is responsible to pay the housing assistance for the family will maintain the escrow account.

#### **Incoming Portables**

- Incoming portable families that notify the BCHA of their active FSS status with the IHA and complete an Interest Form within ninety (90) calendar days of the effective date of their lease-up in RHA's jurisdiction will be given priority preference on the BCHA FSS waitlist.
- If the family contacts the BCHA after ninety (90) calendar days, the family must complete and Interest form and will be placed on the FSS waitlist as of the date the family notified the PHA of its FSS status – no portability preference will be provided
- Incoming portable families must complete an FSS application, and any assessments or assignments as necessary to complete the ITSP prior to signing a new CoP.
- The effective date of the contract between the family and BCHA is the first day of the month following the date the contract was signed by the family and BCHA. The expiration date of the contract between BCHA and the family MUST be the same as the expiration date of the contract between the IHA and the family.
- BCHA must use the amounts listed for the annual income, earned income and family rent (TTP) on the original CoP between the IHA and the family.
- If the HCV is absorbed by BCHA, the CoP with the Initial HA will be terminated and the escrow forwarded to BCHA.

#### **Outgoing Portables**

- Head of FSS family must notify the FSS staff if they intend to exercise portability under the Housing Choice Voucher program (Moderate Rehabilitation may not port). At that time, FSS staff will inform the family about their options with the FSS program when they leave the jurisdiction.
- If the family does not notify the FSS staff of the portability, the PHA will make a good faith effort to locate and contact an FSS family that exercises portability to another jurisdiction. If the family does not respond within ninety (90) calendar days, the PHA may terminate the family's FSS contract. If the contract is terminated, the family's escrow will be forfeited.
- If an FSS family moves outside the jurisdiction of the IHA for good cause, as determined by the IHA, and continuation of the CoP after the move or completion of the CoP prior to the move is not possible, the initial PHA must clearly discuss the options that may be available to the family, depending on the family's specific circumstances, which may include, but are not limited to, modification of the FSS contract, termination of the FSS contract and forfeiture of escrow, termination with FSS escrow disbursement or locating a Receiving PHA that has the capacity to enroll the family into its FSS program.
- If the FSS family moves to the jurisdiction of a Receiving PHA that does not administer an FSS program, the FSS family may not continue participation in the FSS program. The Initial PHA must clearly discuss the options that may be available to the family, depending on the family's specific circumstances, which may include, but are not limited to, modification of the FSS contract, termination of the FSS contract and forfeiture of escrow, termination with FSS escrow disbursement or locating a Receiving PHA that has the capacity to enroll the family into its FSS program. Termination of FSS program participants and forfeiture of FSS escrow must be used only as a last resort, after the PHA, in consultation with the family, that the family is unable to fulfill its obligations under the CoP after the move, that the current CoP cannot be modified to allow for graduation prior to porting, and that the current CoP cannot be terminated with FSS escrow disbursement in accordance with the "Final Disbursement" section of this plan.
- If the family relocates to another jurisdiction and is unable to fulfill its obligations under the CoP (or any modifications thereto), the PHA that is party to the CoP must terminate the family from the FSS program.
- When the FSS account is forfeited, the funds in the account will revert to the PHA that maintains the escrow for the family.
- When the family remains with the IHA's FSS program, the existing contract remains in effect and the IHA will monitor family's progress

### **Portability (FSS-New Enrollment)**

If the Receiving PHA bills the Initial PHA, the RHA may enroll a family from the FSS waitlist that was not an FSS participant at the IHA into its FSS program provided that the IHA manages an FSS program and agrees to such enrollment. No portability preference will be provided in this case.

If the IHA does not manage an FSS program, the family may not enroll in the RHA FSS program.

If the RHA absorbs the family into its HCV program, the RHA may, consistent with RHA FSS enrollment policies, enroll the absorbed family into the FSS program.

If the family's FSS account is forfeited, the funds in the account will revert to the PHA that maintains the escrow for the family.

### **Reasonable Accommodations**

BCHA will make reasonable accommodations for persons with disabilities. A person with disabilities may request reasonable accommodations to facilitate participation in the FSS program. Requests will be considered on a case-by-case basis.

Requests should be made initially to the FSS coordinator. If a family is not satisfied with the FSS Coordinator's response, the family may submit a request in writing in accordance with Broward County Housing Authority's reasonable accommodations policy in the BCHA Administrative Plan in Chapter 2 Part 2. This can be found online on the BCHA webpage.

### **Request for Effective Communications**

A person with disabilities may request the use of effective communication strategies in order to facilitate participation in the FSS program. Examples include: appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, visual alarm devices, a talking thermostat, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc.

Requests should be made initially to the FSS coordinator. If a family is not satisfied with the FSS Coordinator's response, the family may submit a request in writing in accordance with Broward County Housing Authority's effective communications policy in the BCHA Administrative Plan in Chapter 2 Part 2.

BCHA will comply with HUD requirements to conduct oral and written communication related to the FSS program in languages that are understandable to people with Limited English Proficiency.

### **Assurance of Non-Interference**

BCHA's FSS program is voluntary. Families that decide not to participate in the FSS program will not have their housing assistance impacted, nor will it impact the family's right to ongoing occupancy in any subsidized housing program offered by BCHA.

### **Timetable for Implementation**

Program implementation has already occurred, and outreach, selection and enrollment activities are ongoing. FSS slots are filled and will continue to be filled as vacancies occur and as additional slots are created. Agency processes for the continued implementation of the FSS program have been revised according to HUD requirements and information contained in this Action Plan.

### **Certification of Coordination**

BCHA certified that the development of services and activities under the FSS program have been coordinated with the Workforce Investment Act, and any other relevant employment, childcare, transportation, training, and education programs to avoid duplication of services.