# The Ann Arbor Housing Commission



PARTICIPANT HANDBOOK

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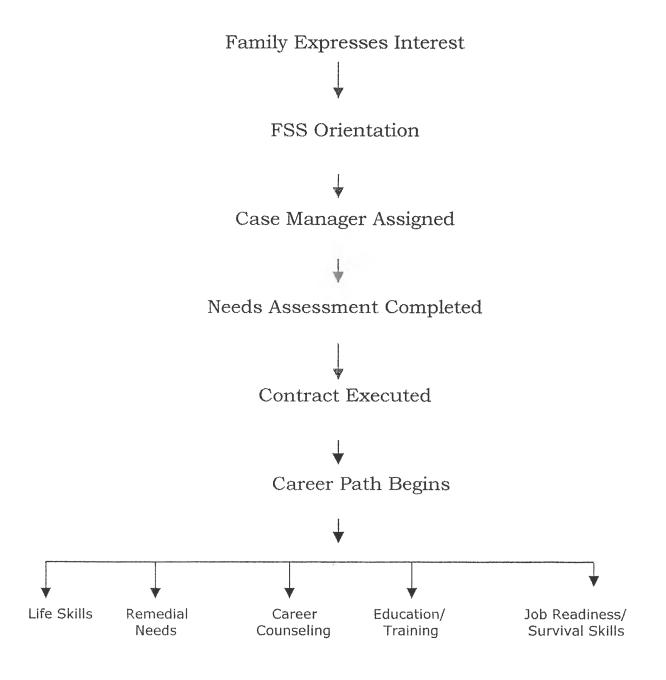
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# WHAT IS FAMILY SELF-SUFFICIENCY?

- Family Self-Sufficiency is a program run by a housing authority within its jurisdiction to promote economic self-sufficiency among participating families.
- Family Self-Sufficiency is a voluntary program comprised of eligible families receiving Section 8 assistance.
- Families are connected with support services and resources in their communities needed to move the family toward economic self-sufficiency.
- Participating families develop an Individualized Training and Services Plan – setting interim and final goals for attaining self-sufficiency.



# THE PATH TO SELF-SUFFICIENCY



# How the FSS Program Helps Participants



Identifying career and personal goals

Identify the barriers, which prevent achievement of goals.

Identifying resources and services necessary for the participant's success

Developing an ACTION PLAN to achieve specific goals and objectives necessary for self-sufficiency and economic independence.

Providing a core curriculum through:

- Ann Arbor Housing Commission sponsored workshops;
- Coordination with local human service agencies;
- Links to educational institutions, the business community and job training opportunities for skill development and supportive services related to the individualized ACTION PLAN

Provides case management services, encouragement and moral support.

# WHAT ARE THE BENEFITS?

- Obtaining higher education and/or job training will result in better employment opportunities
- Escrow Account as the participant's income increases their portion of rent increases and the AAHC's decreases.

  The differential is placed in an interest bearing account. Upon successful completion of their five-year contract the participant may use these funds to become a homeowner.
- Supportive services assist families in achieving goals
- Case management
- Economic independence
- Improved self-esteem
- > Enhanced life-skills
- > Improved quality of life for the participant and their family.





# WHAT A SUCCESS!

Susanna Maria Lopez\* dreamed of having a good job, providing well for her kids and owing a home one day. Problem was, Work First pushed her to get "a job, any job" and usually the ones she got never lasted very long. Transportation was always a problem – the car broke down a lot and the repair bills were expensive. Mom helped with extra money when she could and her church provided food occasionally. Child support was usually unreliable and she had three small children.

When Susanna heard about FSS through a local housing authority she decided to sign up. Susanne and the Coordinator developed her Individualized Training & Service Plan, signed a contract and Susanne went off to sign up for college. It was frustrating, getting through all the financial aide forms, but her counselor helped to keep her focused.

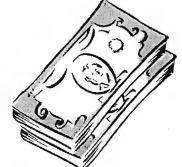
Eventually Susanna landed a part-time job while she went to school. Since her earned income increased, the housing authority began depositing money into an escrow account for her. Within a few years, Susanna graduated and began working in a full-time job. With the increased income, more lots more money was being credited to her escrow account each month. Although Susanna's income was increasing significantly, she was still eligible for Section 8 assistance.

At the end of her five-year contract, Susanna had been free from welfare for over 12 months, was employed and entitled to her escrow, which had grown to \$20,000. Susanna bought a house and settled somewhere in the Ypsilanti area.

<sup>\*</sup> Name changed to protect privacy

# **FSS ESCROW ACCOUNTS**

- In Section 8, the escrow account for a FSS family comes from the Housing Assistance Payments account.
- The general concept of the escrow account is that FSS families continue to pay rent in accordance with their incomes.



- The amount of the increase in family rent resulting from an increase in *earned income* is escrowed. Because there are other factors that affect the family rent, it will not necessarily be dollar for dollar.
- If during the contract term, the family rent becomes less than the family rent on the effective date of the contract, there is no escrow credit.
- Escrow credits are based on increase of earned income. Earned income includes:
  - o The full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, tips, bonuses, fees, and other compensation for personal service.
  - o Net income from the operation of a business or profession, and
  - o Military pay that is normally included in the Annual Income definition.
- Earned income does not include:
  - o Pensions or annuities, transfer payments or any cash or in-kind benefits;
  - o Income from children under 18 (as long as they are not the head or spouse).
- After the effective date of the Contract of Participation, an escrow credit
  calculation will be made at every annual and interim reexamination when there is
  earned income received by any adult member of the family.
- Prior to an increase in earned income, there is no calculation of the escrow credit.
- No credits will be made to the family's FSS account after the FSS family has completed the Contract of Participation or when the contract is terminated or otherwise nullified.
- The PHA is required to deposit all escrowed credits into a single depository account for each FSS program.

- The IRS does not count the funds or interest on the funds in the escrow account as income for the purposes of income taxes, either before or when the family actually receives the escrow.
- If a PHA finds that a family did not report income they were required to report, the PHA must not credit the family's escrow account with any portion of retroactive rent.
- In addition, if the family committed program fraud, it is grounds for termination from the Section 8 and FSS program.
- Investment income for funds in the FSS account will be prorated and credited to each family's FSS account. The credit will be based on the balance in each family's FSS account at the end of the investment income credit period.
- Before applying the interest, the PHA must check to see whether:
  - o The owner has reported that the family has not paid rent or other amounts due under the lease.
- If the family owes these amounts, the PHA will reduce the balance in the account by the amount owed before prorating the interest income. This is because the contribution to the escrow account is based on the amount of Family Rent actually paid by the family, not the amount of Family Rent charged.
- The PHA is required to make a report, at least annually to each FSS family on the status of the family's FSS account.
- <u>Final Disbursement</u>: The amount in an FSS account, excess of any amount owned to the PHA by the FSS family, is paid to the head of the FSS family:
  - o When the Contract of Participation has been completed
  - Whenever 30% of the family's monthly adjusted income equals or exceeds the existing housing FMR for the Voucher size issued in Section 8, based on the PHA's occupancy standard and jurisdiction (even if the five years is not up), and
  - When at contract completion, 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.
- Even if the family is welfare free for 12 consecutive months before the contract expiration date, if the family has not met its other FSS obligations (obtained employment) the family is not eligible for the escrow.

# CASE STUDIES FOR CALCULATION OF ESCROW ACCOUNT

## Case Study #1

## **Family Composition**

Roberta Riley: 39 year old head of household

Richard Riley: 17 year old son, high school senior

Brenda Riley: 7 year old daughter

#### Circumstances:

The Riley's have been Section 8 participants for 3 years in the pre-merger Certificate program. At the effective date of the Fss Contract of Participation Roberta was receiving \$490.00 per month in General Assistance. Richard was employed at a fast food restaurant and worked 20 hours per week at \$4.50 per hour.

Minor Deduction: \$480.00

Very Low Income Limit: \$19,750

Low Income Limit: \$31,600

Roberta has completed a computer data entry course, and begun a part-time job. Her salary is \$150.00 per week, and she will work year round. 17-year old Richard is still employed. Roberta is still receiving General Assistance of \$490 per month.

Complete the Escrow calculation worksheet to determine the amount of escrow credit.

# Case Study #2

Roberta (in case #1) has just come in to report some changes in her situation. She just got a raise to \$7.50 per hour at 40 hours per week, and her General Assistance payments have been reduced to \$240.00 per month.

Richard turned 18, graduated from high school and is still working 20 hours per week at a new rate of \$5.50 per hour.

What is the amount of escrow credit?

#### **Escrow Accounts**

# Family Self-Sufficiency (FSS) Program FSS Escrow Account Credit Worksheet

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

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

Head of the FSS family:	Date:	
1. Current Annual Income (Enter amount on line 7i of form HUD-5005	58.)	1.
2. Applicable Low-Income Limit (Enter the current low-income limit for the jurisdiction in which the FSS family is living.)	2.	
3. Current Adjusted Income (Enter amount on line 8y of form HUD-50	0058.)	3.
If Line 3 is greater than line 2, this family does not qualify for an FS.	S Credit.	
4. Earned income included in line 1 (Add up the income items coded B, M, F, and W in column 7b of form HUD-50058.)	4.	
5. Earned income included in Annual Income on effective date of the FSS Contract of Participation. (Enter amount from contract of participation.)	5.	
6. Increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 5 from line 4. If negative, enter 0.)	6.	
7. Current Annual Income less increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 6 from line 1.)	7.	
8. Thirty percent of current monthly Adjusted Income (Line 3 divided calculated amount should equal the amount on line 9f of form HUI		8.
9. Current Adjusted Income less increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 6 from line 3.)	9.	
10. 30% of current monthly Adjusted Income less increase in earned income since the effective date of the FSS Contract of Participation (Line 9 divided by 40)	10.	
11. 10% of current monthly Annual Income less increase in earned income since the effective date of the FSS Contract of Participation (Line 7 divided by 120)	11.	

# Family Self-Sufficiency Program Master Book

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12. If applicable, welfare rent (enter amount on line 9g of form HUD-50058) or public housing ceiling rent (enter amount on line 10b of form HUD-50058).	12.	
Minimum Rent (line 9h of form HUD-50058)	\$	
13. Family Rent based on current Annual Income less increase in earne since effective date of the FSS Contract of Participation (If rental venter the amount on line 10, otherwise, enter the greater of line 10,	ouchers,	13.
14. Difference between 30% of current monthly Adjusted Income and I not counting increases in earned income. (Subtract line 13 from line negative.)		14.
15. Current Family Rent (line 8)	15.	
16. Family Rent on effective date of the FSS Contract of Participation or, in the case of rental vouchers, 30% of monthly Adjusted Income on effective date of the FSS Contract of Participation. (Enter amount from contract of participation.)	16.	
17. Difference between current Family Rent and Family Rent on effect the FSS Contract of Participation. (Subtract line 16 from line 15. Enegative.)	ive date of nter 0 if	17.
18. Escrow Credit for VLI families (Enter lesser of line 14 or line 17)		18.
19. Applicable Very Low-Income Limit (Enter the current very low-income limit for the jurisdiction in which the FSS family is living.)	19.	
20. Amount by which Adjusted Income exceeds the Very Low-Income Limit (Subtract line 19 from line 3.)	20.	
21. 30% of the amount by which adjusted Income exceeds the Very Low-Income Limit (Line 20 divided by 40)	21.	
	18.)	22.

A. Line 8 (30% of Adjusted monthly income) =	
B. FMR for family unit size per HA subsidy standards =	
(If line A is equal to or greater than line B, and family is welfare-free, contract is complete)	
wellare-nee, contract is complete)	

#### **Escrow Accounts**

# Family Self-Sufficiency (FSS) Program FSS Escrow Account Credit Worksheet

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

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

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	Applicable Low-Income Limit (Enter the current low-income limit for the jurisdiction in which the FSS family is living.)	2.	
3.	Current Adjusted Income (Enter amount on line 8y of form HUD-50	058.)	3.
If I	line 3 is greater than line 2, this family does not qualify for an FSS	S Credit.	
	Earned income included in line 1 (Add up the income items coded B, M, F, and W in column 7b of form HUD-50058.)	4.	
5.	Earned income included in Annual Income on effective date of the FSS Contract of Participation. (Enter amount from contract of participation.)	5.	
6.	Increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 5 from line 4. If negative, enter 0.)	6.	
7.	Current Annual Income less increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 6 from line 1.)	7.	÷
8.	Thirty percent of current monthly Adjusted Income (Line 3 divided calculated amount should equal the amount on line 9f of form HUI	by 40. The 0-50058)	8.
9.	Current Adjusted Income less increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 6 from line 3.)	9.	
10	<ol> <li>30% of current monthly Adjusted Income less increase in earned income since the effective date of the FSS Contract of Participation (Line 9 divided by 40)</li> </ol>	10.	
11	. 10% of current monthly Annual Income less increase in earned income since the effective date of the FSS Contract of Participation (Line 7 divided by 120)	11.	

Family Self-Sufficiency Program Master Book		
Escrow Accounts		
12. If applicable, welfare rent (enter amount on line 9g of form HUD-50058) or public housing ceiling rent (enter amount on line 10b of form HUD-50058).	12.	
Minimum Rent (line 9h of form HUD-50058)	\$	
13. Family Rent based on current Annual Income less increase in earner since effective date of the FSS Contract of Participation (If rental venter the amount on line 10, otherwise, enter the greater of line 10,	ouchers,	13.
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15. Current Family Rent (line 8)	15.	
16. Family Rent on effective date of the FSS Contract of Participation or, in the case of rental vouchers, 30% of monthly Adjusted Income on effective date of the FSS Contract of Participation. (Enter amount from contract of participation.)	16.	
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18. Escrow Credit for VLI families (Enter lesser of line 14 or line 17)		18.
19. Applicable Very Low-Income Limit (Enter the current very low-income limit for the jurisdiction in which the FSS family is living.)	19.	
20. Amount by which Adjusted Income exceeds the Very Low-Income Limit (Subtract line 19 from line 3.)	20.	
21. 30% of the amount by which adjusted Income exceeds the Very Low-Income Limit (Line 20 divided by 40)	21.	The state of the s
22. Escrow credit for Low income families (Subtract line 21 from line	18.)	22.

This is not a prescribed HUD form but is used only to illustrate the escrow calculation process.

A.	Line 8 (30% of Adjusted monthly income) =	
B.	FMR for family unit size per HA subsidy standards =	
	line A is equal to or greater than line B, and family is fare-free, contract is complete)	The second secon

# REQUIREMENTS FOR PARTICIPATION

Participants must be eligible.

Eligible families means current Housing Choice Voucher participants; a family who receives Section 8 rental assistance. A family is not eligible for the FSS program until after their lease is effective and they are receiving housing assistance.

FSS families must complete an application of interest and attend a program orientation.

A needs assessment must be completed to determine the individualized needs of the family to achieve economic self-sufficiency.

An Individual Training and Services Plan must be completed for the head of each participating family.

The head of each FSS family must sign a Contract of Participation.

Participating families must meet program obligations as stated in the Contract of Participation. Failure to do so may result in loss of supportive services, termination of participation in FSS, loss of escrowed monies and loss of all Section 8 rental assistance.

The FSS program is voluntary and refusal of a family to select participation in FSS will not affect their continued receipt of Section 8 rental assistance.

Persons who are elderly or who have disabilities will not be excluded from participating because of their disabilities.

# FAMILY RESPONSIBILITIES

1- The Head of the family must:

Seek and maintain suitable employment after completion of the job training programs listed in the individual training and service plan.



The AAHC, after consulting with the head of the family, will determine what employment is suitable based on the skills, education and job training of the individual and available job opportunities in the area.

2- The Head of the family and those family members who have decided, with AAHC agreement, to execute an individual training and service plan must:

Complete the activities within the dates listed in each individual training and service plan.

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

Attend quarterly meetings and workshops.

3- All family members must:

Comply with the terms of the lease.

If receiving welfare assistance, become independent of welfare assistance and remain independent of welfare assistance for at least 12 consecutive months before the contract expires.

If participating in Section 8, live in the jurisdiction of the HA that enrolled the family in the FSS program at least 12 months from the effective date of the Contract and comply with the family obligations under the Section 8 Voucher program.

# **Corrective Actions for Failure to Meet Family Obligations**

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

- 1) Stop supportive services for the family;
- 2) Terminate the family's participation in the FSS program; and
- 3) If the family is a Section 8 Voucher holder, terminate the rental assistance when allowed by HUD requirements.

# FAMILY RIGHT'S

No family who elects to not participate in the FSS program will be affected with regard to their admission to or right to continue receiving Section 8 rental assistance as a result of their decision not to participate in FSS.



The Section 8 FSS family has the right to an informal hearing when the AAHC takes corrective action under FSS, up to and including termination of rental assistance according to the following policy.

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.
- To whom the hearing request should be addressed
- A copy of the HA's Hearing Procedures

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

- 1. Determination of the family's annual or adjusted income and the computation of
- 2. The housing assistance payment
- 3. Appropriate utility allowance used from schedule
- 4. Family unit size determination under HA subsidy standards
- 5. Determination to terminate assistance for any reason.
- 6. Determinations to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The HA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and HA determinations such as:

- 1. Discretionary administrative determinations by the HA
- 2. General policy issues or class grievances
- 3. Establishment of the HA schedule of utility allowances for families in the program
- 4. An HA determination not to approve an extension or suspension of a voucher term
- 5. An HA determination not to approve a unit or lease
- 6. An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a family obligation determination)
- 7. An HA determination that the unit is not in accordance with HQS because of the family size
- 8. An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

## **Notification of Hearing**

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within thirty days. The notification of hearing will contain:

- 1. The date and time of the hearing
- 2. The location where the hearing will be held
- 3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- 4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

# The HA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause", that is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within twenty-four (24) hours, excluding weekends and holidays. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

## Families have the right to:

- Present written or oral objections to the HA's determination.
- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at his or her own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family and assess a charge of 50 cents per page copied. In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights contained in this Chapter, the HA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The Hearing Officer may be the Housing Programs Manager or a contracted hearing officer representing the Agency. In cases where the Housing Programs Manager made the decision or approved the decision leading to the hearing request, the Executive Director or his/her designee will be the Hearing Officer.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The informal hearing may be audiotape recorded.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within fifteen (15) days of receipt of a legal brief if one is to be submitted subsequent to the hearing date and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed; and
- The date the decision goes into effect.

The HA is not bound by hearing decisions:

- Which concern matters in which the HA is not required to provide an opportunity for a hearing
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within fifteen (15) days. The letter shall include the HA's reasons for the decision.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

# Housing Authority Discretion to consider circumstances 24 CFR 982.552(c)

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

# Family Self-Sufficiency (FSS) **Program Contract of Participation**

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0178 (exp. 05/31/2003)

Section 8, Public Housing and Indian Housing Programs

This Contract of Participation for the Fa	amily Self-Sufficiency (FSS	s) Program is between
		, H
The FSS family includes everyone is referred to in this contract as "family".  Type of FSS Program.		FSS escrow account at least once If the family is participating in the outside the HA's jurisdiction unde
The family is a participant in the:(Checomolecular Section 8 Rental Certificate of Program		dures, the HA may transfer the escrow account to another HA.  Withdrawal of Funds from FSS  The HA may permit the family to
Public Housing FSS Program Indian Housing FSS Program Purpose of Contract		escrow account before completion completed specific interim goals needs some of the FSS escrow as
The purpose of this contract is to state the ties of the family and the HA, the reservices to be provided to the family, completed by the family.	esources and supportive	contract (example: to pay for school The HA will pay the head of the far FSS escrow account, less any amount of the HA determines that the far
Term of Contract This contract will be effective on		tract, and, (2) at the time of contract comple provides written certification
This contract will expire on The HA can extend the term of the corfamily gives the HA a written request fo finds that good cause exists for the extended the contract of the extended the contract of t	ntract up to 2 years if the ran extension and the HA	the family is receiving welfa tance means income assistance programs including AFDC, St eligibility test, Medicaid, for
Resources and Supportive Service During the term of the contract, the H	A will try to provide the	tance. Welfare assistance does icaid or child care for JOBs pa guardians of disabled children
resources and services listed in the indivices plans. If the resources and services HA will try to substitute other resources the HA has no liability to the family if the	ces are not available, the s and services. However,	If the head of the family leaves the family members may, after constamily member to receive the FSS
are not provided.		Loss of FSS Escrow Account
FSS Escrow Account		The family will not receive the function (1) the contract of participation is
The HA will establish an FSS escrow a portion of the increases in the family's in earned income will be credited to th accordance with HUD requirements.	rent because of increases	<ul><li>(2) the contract of participation is</li><li>(3) the family has not met its fam times specified as stated in th</li></ul>
Listed below are the family's annual inc		Family Responsibilities
family rent when the family begins the amounts will be used to determine the		The head of the family must:
family's FSS escrow account because earned income.	e of future increases in	o Seek and maintain suitable em the job training programs listed services plan. The HA, after of
Annual Income	\$ \$	family, will determine what en
Earned Income		the skills, education, and job tavailable job opportunities in
Family Rent (Total Tenant Payment of vouchers, 30% of monthly Adjusted In	ncome)\$	The head of the family and thos decided, with HA agreement, to e
The HA will invest the FSS escrow approved investments.	account funds in HUD-	and services plan, must:

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

FSS escrow account at least once a year.

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

\_\_\_\_\_, Housing Agency (HA), and

\_\_\_\_\_, head of the FSS family.

#### Withdrawal of Funds from FSS Escrow Account

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

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

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

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

#### **Loss of FSS Escrow Account**

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

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

#### Family Responsibilities

#### The head of the family must:

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

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

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

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

#### All family members must:

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

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

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

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

#### **HA Responsibilities**

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

#### **Completion of the Contract of Participation**

Completion of the contract occurs when the HA determines that:

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

#### **Termination of the Contract of Participation**

The HA may terminate this contract if:

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

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

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

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

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

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

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

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

#### **Compliance with HUD Regulations and Requirements**

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

amily	Housing Agency	
	(Name of HA)	
(Signature of head of family)	application and the state of the second decomposition of t	
(Date Signed)	(Signature of HA Official)	
	(Official Title)	***************************************
	(Date Signed)	

# Family Self-Sufficiency Program

Family Self-Sufficiency Program ndividual Training and Services Plan		Attachment
lame of Participant	Social Security Num	ber
inal Goal		
nterim Goal Number		
Date Accomplished		
Activities/Services	Responsible Parties	Date/s
Comments		
Signatures:		
Family	Housing Agency	

form **HUD-52650** (12/93) ref. Handbook 7420.8

(Date Signed)

(Signature of HA Representative)

(Participant)

(Date Signed)

# Family Self-Sufficiency Program Attachment \_\_\_\_\_ Individual Training and Services Plan Social Security Number Name of Participant Interim Goal Number \_\_\_\_\_ Date Accomplished \_\_\_\_\_ Date/s Responsible Parties Activities/Services Comments

# HOUSING AUTHORITY RESPONSIBILITIES

It is the responsibility of the housing authority to administer its Family Self-Sufficiency program in accordance with federal regulations and local policies. Federal regulations for the program are found at 24 CFR 984, whereas a housing authority's local policies can be found within their Section 8 Action Plan and Section 8 Administrative Plan.

Specific responsibilities are also listed on the FSS Contract for Participation, and they are as follows:

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

# **COLLABORATION**

In carrying out its responsibility under Family Self-Sufficiency, the Ann Arbor Housing Commission will seek to collaborate with the following agencies:

- Family Independence Agency
- > Michigan Rehabilitation Services
- > Department of Labor grantees
- Vocational / education facilities
- > Human Service agencies
- Local employers
- > Local financial institutions



#### CASE MANAGEMENT

In the role of case manager, the FSS staff work closely with participants to set goals, identify resources and build the participants skills so that the process of life-long learning can continue past their participation in FSS. Case management includes counseling, information and referrals, and on-going goal development. Participants meet one-on-one with the FSS staff quarterly while further involvement is generally by telephone or written report.

## SUPPORT SERVICES

The Family Self-Sufficiency Program (FSS) does not directly contract for, pay for, or purchase these services but serves as a resource or coordinating link for program participants.

Families participating in FSS will be solicited to determine his or her need and area of interest in supportive services so that appropriate assistance can be provided to the family. As much as possible, the FSS families will have a share in developing an array of services and workshops made available. For example, in speaking with families currently participating in the Ann Arbor Housing Commission's Welfare to Work program, expressed need has been revealed in the following areas: career development, parenting assistance, personal counseling, financial management and advocacy assistance with area human service agencies. In response, the Ann Arbor Housing Commission has developed workshops in the related topical areas. These workshops will be made available and/or expanded to include FSS participants.

#### > Child care

Childcare and monetary assistance for childcare have been identified as an important component in obtaining and maintaining stable employment as well as opportunities for personal development.

Family Independence Agency through its assessments will identify the need for childcare assistance and will if deemed necessary provide both monetary assistance and guidance in locating a child care provider for FSS participants.

In addition, if necessary, the Child Care Coordinating and Referral Service will be contacted for childcare referrals.

# > Transportation

Family Independence Agency and Work First both provide bus tokens for eligible families to assist them in getting to and from employment and/or training.

In addition, the Ann Arbor Transportation Authority has partnered with the Ann Arbor Housing Commission to provide ½ fare bus tokens to all of the Ann Arbor Housing Commission's Welfare to Work and FSS participants.

#### > Financial Health

Workshops taught by a successful Welfare to Work participant who recently earned their master's degree and who in the work place and through volunteering has experience and training in financial management.

Additionally, the Michigan State Cooperative Extension agency provides training on credit repair and budgeting.

## > Homeownership

In conjunction with use of Section 8 rental assistance funds as a housing option, the Ann Arbor Housing Commission has been involved with a consortium of agencies including the City of Ann Arbor, Fannie Mae, University Bank, National City Bank and Community Housing Alternatives to develop and administer a Homeownership program. Eligible FSS participants would be able to receive pre-homeownership counseling through Community Alternatives and its partners (P.O.W.E.R., MSHDA and MSU Extension services) to prepare them for eventual home purchase.

# > Anger Management & Conflict Resolution

A collaborative with a local mediation and conflict resolution center will be sought to provide training and mediation services for FSS participants.