The Family Self Sufficiency (FSS) Action Plan shall describe the policies and procedures of the Public Housing Authority (PHA) or Multifamily Property Owner for operation of a local FSS program. FSS Action Plan requirements, including procedures concerning the development and approval of the plan, are described in the Code of Federal Regulations at 24 CFR 984.201. The FSS Guidebook may also be used as a helpful resource in the development of FSS Action Plan policies (Section 1.3, FSS Action Plan and Core Documents for the FSS Program outlines the basic requirements). The Action Plan shall be developed by the PHA or owner in consultation with the chief executive officer of the applicable unit of general local government and the Program Coordinating Committee. Please also reference the FSS Final Rule FAQ that may be found on the FSS Resources Page

The table below lists the required information of an FSS Action Plan. It follows the same order and categories listed in the regulation (24 CFR 984.201(d)). Other FSS regulatory references that provide additional information concerning a particular topic are included below for convenience.

| | FOR PBRA PROPERTY OWNERS |
|---------------------|--------------------------|
| | |
| RBA Contract Number | |

| PRBA Contract Number |
|--|
| Property Name |
| (Only list more than one Property if it is a joint FSS program or if there is a Cooperative Agreement between the entities. Otherwise, each Property requires a separate Action Plan. You may add more lines, if needed.) |
| Primary Point of Contact for this FSS Action Plan |
| Name |
| Title |
| Email |
| Phone Number |
| HUD Account Executive |
| HUD Account Executive Email |
| HUD Account Executive Regional Center |
| Please submit your completed FSS Action Plan Checklist and FSS Action Plan to your HUD Account Executive via the Incoming email box for the appropriate Regional Center. |

| FOR PUBLIC HOUSING AUTHORITIES |
|---|
| PHA Name _City and County of Honolulu |
| PHA Code (e.g. IL006) _HI003 |
| Field Office Location _Honolulu |
| PHA Grant Manager Name_ Allison Mikuni |
| PHA Grant Manager Emailallison.mikuni@honolulu.gov |
| (Only list more than one PHA if it is a joint FSS program or if there is a Cooperative Agreement between the entities. Otherwise, each PHA requires a separate Action Plan. You may add more lines, if needed.) |
| Primary Point of Contact for this FSS Action Plan |
| Name _Uilani Silva |
| Title_ FSS Coordinator |
| Email_ usilva@honolulu.gov |
| Phone Number_(808) 768-7093 |
| Please submit your completed FSS Action Plan Checklist and FSS Action Plan to PHAFSSActionPlans@hud.gov . |
| Include PHA Name and PHA Code in email subject line and in the document name of any attachments. |

| Required | Description | Page | Notes (for PHA/owner and/or HUD) |
|------------------------|--|-----------|----------------------------------|
| Information | | Number(s) | |
| Family Demographics | A description of the characteristics of the families expected to be served by the FSS program (including ethnic and racial data, program size) and the supportive service needs of the expected population. Note: New FSS programs may assume that FSS participants will be similar to the general population of the PHA or property. | 1-2 | |
| | Note: This is not the demographics of your current FSS program – it is a demographic review of the population of potential participants in your program. | | |
| | (see FSS Guidebook Section 1.3 FSS Action Plan and Core Documents for the FSS Program, FSS Action Plan) | | |

| Required | Description | Page | Notes (for PHA/owner and/or HUD) |
|---|--|-----------|----------------------------------|
| Information | | Number(s) | |
| Estimate of participating families (program size/number of FSS slots) | An estimate of the number of eligible families who can reasonably be expected to be enrolled in your FSS program at any one time, based on available resources. If families from another self-sufficiency program are expected to enroll in the FSS program, the number of those families must be also estimated. Please note that this is different from the minimum number of families that a program is funded to serve. PHAS ONLY - This number must be at least the minimum program size required for your agency (or agencies, if joint), if applicable. (If you don't know if you still have a Mandatory Minimum Program or don't know how many slots you have, please consult your field office or include the best numbers you have.) (see 24 CFR 984.105 and FSS Guidebook Section 2.1 Overview of the FSS Program Coordinator Position, Caseload Size; Section and, Section 6.6 Minimum FSS Program Size) | 3 | |
| Eligible families from other self- sufficiency programs | If applicable, the number of families, by program type, who are participating in other self-sufficiency programs that are expected to enroll in FSS. | 4 | |

| Required | Description | Page | Notes (for PHA/owner and/or HUD) |
|---------------|--|-----------|----------------------------------|
| Information | | Number(s) | |
| FSS family | Policies and procedures for selecting FSS participants, including | 4-6 | |
| selection | whether the PHA or owner will offer a preference to prospective | | |
| procedures | participants who are already enrolled in, or on the waiting list for, | | |
| | FSS-related service programs and whether the FSS program plans to | | |
| | screen prospective participants for motivation to participate (the | | |
| | only allowable screening criteria to include). | | |
| | And, a description of how the PHA's selection procedures ensure | | |
| | selection without regard to race, color, religion, sex, handicap, | | |
| | familial status, or national origin. | | |
| | (see 24 CFR 984.203 and FSS Guidebook Section 2.2 Outreach and | | |
| | Enrollment) | | |
| Incentives to | A description of the incentives that the PHA or owner intends to | 7-8 | |
| encourage | offer eligible families to encourage participation in the FSS program, | | |
| participation | including FSS escrow accounts. | | |
| | (see 24 CFR 984.305 and FSS Guidebook Section 2.2 Outreach and | | |
| | Enrollment) | | |
| Outreach | A description of the planned notification and outreach efforts by the | 6-7 | |
| efforts | PHA or owner to recruit FSS participants from among eligible | | |
| | families and to provide FSS information to minority and non- | | |
| | minority families. | | |
| | (see FSS Guidebook Section 2.2 Outreach and Enrollment) | | |

| Required Information | Description | Page Number(s) | Notes (for PHA/owner and/or HUD) |
|--|---|-------------------|----------------------------------|
| FSS activities and supportive services | A description of the activities and supportive services to be provided to FSS families by both public and private providers and identification of the public and private resources which are expected to provide the supportive services. (see FSS Guidebook Section 3.3 Referrals to Service Providers) | 9-10 | |
| Method for identification of family support needs | A description of how the FSS program will identify the needs of participating families and deliver the appropriate support services. (see FSS Guidebook Section 2.4 Participant Assessments) | 10 | |
| Program termination; withholding of services; and available grievance procedures | Policies for terminating or withholding supportive services or FSS participation for failure to comply with the Contract of Participation. And, the grievance and hearing procedures available to FSS families. (see FSS Guidebook Section 2.3 Contract of Participation and Individual Training and Services Plan) | 15 – 17 | |
| Assurances of non-interference with the rights of non-participating families | A statement that provides an assurance that a family's election not to participate in the FSS program will not affect the family's participation in the rental assistance program. (see FSS Guidebook Section 1.2 What is FSS and Why is it Important?) | 17 | |

| Required Information | Description | Page Number(s) | Notes (for PHA/owner and/or HUD) |
|--------------------------------------|--|-------------------|----------------------------------|
| Timetable for program implementation | A schedule for program implementation and for filling all FSS slots with eligible FSS families. Note: This question is geared to new programs. If you have already been running a program, you may state that you have an existing program and will continue implementing it. Or, you may describe the timetable to implement any policy changes. (see FSS Guidebook Section 2.2 Outreach and Enrollment) | 17 | |
| Certification of coordination | PHAs only - A certification by the PHA that the development of the services and activities scheduled to be provided under the FSS program has been coordinated with public and private providers, including self-sufficiency programs of the Departments of Labor and Health and Human Services, and other employment, childcare, transportation, training, and education programs. And, that implementation will continue to be coordinated with these local public and private providers to avoid duplication of services. (This provision does not apply to multifamily owners.) (see FSS Guidebook Section 3.3 Referrals to Service Providers, and Section 6.1 Building Partnerships) | 18 | |

| Required Information | Description | Page Number(s) | Notes (for PHA/owner and/or HUD) |
|--------------------------------------|---|-------------------|----------------------------------|
| Availability of a | PBRA owners only: | | |
| Program Coordinating Committee (PCC) | A statement indicating whether there is an existing PCC that serves the area where the property is located. If there is an existing PCC where the property is located, a statement indicating whether it is available for the owner to work with. O Note: If the owner has made good-faith attempts to reach out to the existing PCC about joining and has received an unfavorable response/no response, then the existing PCC is not considered available. | | |
| | If there is a PCC that is available for the owner to work with, a statement indicating whether the owner will work with the existing PCC or start their own. If there is NO existing PCC that is available for the owner to join, a statement indicating whether the owner plans to start their own. If there is no available PCC, the owner is not required to start their own, but is encouraged to do so. If the owner chooses not to start a PCC, HUD encourages them to develop an alternative approach allowing them to get regular feedback from service providers and FSS participants. | | |

| Required | Description | Page | Notes (for PHA/owner and/or HUD) |
|------------------|---|-------------|----------------------------------|
| Information | | Number(s) | |
| Other Required | Any other information that would help HUD determine the | 10 – 11, 14 | |
| Policies | soundness of the PHA or owner's FSS program. | | |
| (codified either | | | |
| in the Action | | | |
| Plan or | Examples of policies in list below. (see FSS Guidebook Section 1.3 FSS | | |
| separately) | Action Plan and Core Documents for the FSS Program) | | |
| | Policies related to the modification of goals in the ITSP, including limits on modifications as participants approach graduation; | 10 – 11, 14 | |
| | The circumstances in which an extension of the Contract of Participation may be granted | 13 | |
| | Policies on the interim disbursement of escrow, including limitations on the use of the funds (if any); | 8 | |
| | Policies regarding eligible uses of forfeited escrow funds by families in good standing; | 8-9 | |
| | Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating; | 6 | |

| Required Information | Description | Page Number(s) | Notes (for PHA/owner and/or HUD) |
|-------------------------|---|-------------------|----------------------------------|
| | Policies on requirements for documentation of goal completion; | 13 - 14 | |
| | Policies on documentation, designation, and change of the household's designation of the "Head of FSS family;" | 6 | |
| | PHAs only - Policies for providing an FSS selection preference for porting families (if the PHA elects to offer such a preference)- | 5 | |
| | Other policies FSS program related policies over which PHA or owner has discretion (if applicable). | | |
| | Please add rows and list. | | |
| Family Selection | Procedures 4 | | |

Admission Preferences 4-5

Interim Disbursement 8

Use of Forfeited Escrow 8-9

Employment Obligation (definition of seeking and maintaining employment) 12-13

Termination with escrow (definition of good cause) 16

Portability/ Moves into Agency's jurisdiction 20

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

PHA PLAN

CITY AND COUNTY OF HONOLULU (HI003)

Action Plan for the Family Self-Sufficiency Program

September 2022

TABLE OF CONTENTS

| I | Purpose | 1 |
|------|--|----|
| II | Objective | 1 |
| III | Program Size and Characteristics | 1 |
| | A. Family Demographics | 2 |
| | B. Supportive Service Needs | 3 |
| | C. Estimate of Participating Families | 3 |
| | D. Other Self-Sufficiency Programs | 4 |
| IV | Family Selection Procedures | 4 |
| | A. Waitlist | 4 |
| | B. Admissions Preferences | 5 |
| | C. Screening for Motivation | 5 |
| | D. Compliance with Nondiscrimination Policies | 5 |
| | E. Re-enrollment of Prior FSS Participants/ Non-Selection for Participation | 6 |
| | F. Head of the FSS Family | 6 |
| V | Outreach | 6 |
| VI | FSS Escrow Account and Other Incentives for Participants | 7 |
| | A. Additional Incentives | 7 |
| | B. FSS Escrow Account | 7 |
| | C. Interim Disbursements | 8 |
| | D. Use of Forfeited Escrow Funds | 8 |
| VII | Family Activities and Supportive Services | 9 |
| VIII | Method of Identifying Family Support Needs and Delivering Appropriate Support Services | 10 |
| | A. Identifying Family Support Needs | 10 |

| | B. Delivering Appropriate Support Services | 10 |
|------|--|----|
| | C. Transitional Services for FSS Graduates | 11 |
| IX. | Contract of Participation | 11 |
| | A. Form and content of contract | 11 |
| | B. ITSP goals | 11 |
| | C. Compliance with Lease Terms | 12 |
| | D. Employment Obligations | 12 |
| | E. Determination of suitable employment | 13 |
| | F. Contract of Participation term and extensions | 13 |
| | G. Completion of the contract | 13 |
| | H. Modifications | 14 |
| | I. Consequences of noncompliance with the contract | 14 |
| X | Program Termination, Withholding of Services, and Available Grievance Procedures | 15 |
| | A. Involuntary Termination | 15 |
| | B. Voluntary Termination | 16 |
| | C. Termination with Escrow Disbursement. | 16 |
| | D. Grievance Procedures | 17 |
| XI | Assurance of Non-Interference 1 | 17 |
| XII | Timetable | 17 |
| XIII | Reasonable Accommodations, Effective Communications and Limited English Proficiency Requirements | 18 |
| XIV | Coordination of Services | 18 |
| | A. Certification of Coordination | 18 |
| | B. Program Coordinating Committee | 18 |
| | | |

| XV | FSS Portability | 19 |
|------|--|----|
| | A. Portability in initial 12 months | 19 |
| | B. Moves into the Agency's jurisdiction | 20 |
| | C. Portability and FSS Escrow Account | 21 |
| XVI | FSS-FUPY Demonstration | 22 |
| | A. FSS-FUPY Eligibility | 22 |
| | B. FUP Youth Outreach and Notification | 22 |
| | C. FUP Youth Requirements and Expectations | 22 |
| | D. Termination Policies | 23 |
| XVII | Definitions | 24 |

ACTION PLAN OF THE FAMILY SELF-SUFFICIENCY PROGRAM 24 CFR 984.201

I. **PURPOSE 984.101**

The purpose of the Family Self-Sufficiency (FSS) Program is to enable families and individuals receiving Section 8 Housing Choice Voucher (HCV) assistance to achieve economic independence and self-sufficiency.

II. OBJECTIVE 984.102

The objective of the FSS Program is to reduce the dependency of low-income families and individuals on welfare assistance and on Section 8 HCV housing assistance or any Federal, State or local rent or home ownership subsidies. Under the FSS program, low-income families and individuals are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency.

III. PROGRAM SIZE AND CHARACTERISTICS

The Agency serves approximately 4,000 active households and almost 9,200 household members. The characteristics of the family to participate in FSS are from the current Agency program participants (2022). The tables below describe the demographics of the population expected to be served by the Agency's FSS Action Plan.

The FSS program will serve the following housing assistance programs:

- Housing Choice Voucher (HCV): Tenant Based Vouchers
- Housing Choice Voucher (HCV): HCV Homeownership
- Housing Choice Voucher (HCV): other special purpose vouchers (e.g. Family Unification Program Youth, VASH, Emergency Housing Voucher)
- Section 8 Moderate Rehabilitation

A. Family Demographics

Annual Average Income (Distribution as a percentage)

| Extremely Low Income | Very Low Income | Low Income | Above Low Income |
|----------------------|-----------------|---------------|------------------|
| Below 30% of Median | 50% of Median | 80% of Median | 81%+ of Median |
| 77 | 15 | 6 | 1 |

| \$0 | \$1 - \$5000 | \$5001 - \$10,000 | \$10,001 - \$15,000 | \$15,001 - \$20,000 | \$20,001 - \$25,000 | Above \$25,000 |
|-----|--------------|----------------------|------------------------|------------------------|------------------------|-------------------|
| 1 | 8 | 19 | 28 | 12 | 7 | 26 |

Number in Household (Distribution as a percentage)

| 1 person | 2 person | 3 person | 4 person | 5 person | 6 person | 7 person | 8 person | 9 person | 10+ |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------|
| • | • | • | • | • | • | • | • | • | person |
| 38 | 20 | 11 | 10 | 8 | 6 | 4 | 1 | 1 | 0 |

Ages of Head of Household and Other Household Members

| Ages of Head of Household | Percent |
|---|---------|
| Head of Household age 24 years or younger | 2 |
| Head of Household is age 25 - 50 | 38 |
| Head of Household is age 51 - 61 | 21 |
| Head of Household is age 62 or greater | 36 |
| | |
| Ages of Other Household Members | |
| Age 0 – 5 | 8 |
| Age 6 – 17 | 28 |
| Age 18 - 50 | 32 |
| Age 51 - 61 | 11 |
| Age 62 – 82 | 17 |
| Age 83 + | 3 |

Family Type (Distribution as a percentage)

| 1 4 mining 1 y | pe (Distribu | mon as a p | creeninge | | | | | |
|----------------|--------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Elderly, | Elderly, | Non- | Non- | Elderly, | Elderly, | Non- | Non- | Female |
| No | with | elderly, | elderly, | No | with | Elderly, | Elderly, | headed |
| children, | children, | No | with | children, | Children, | No | with | Household |
| Non- | Non- | Children, | children, | Disabled | Disabled | children, | Children, | with |
| Disabled | Disabled | Non- | Non- | | | Disabled | Disabled | children |
| | | Disabled | Disabled | | | | | |
| 14 | 3 | 9 | 32 | 26 | 2 | 11 | 4 | 30 |

Racial/ Ethnic Composition (Distribution as a percentage)

| White | 11 |
|-----------------------------------|----|
| Black/ African American | 1 |
| American Indian or Alaskan Native | 0 |
| Asian | 38 |
| Native Hawaiian/ Pacific Islander | 47 |
| Any Other Combination | 2 |

| Hispanic or Latino | 7 |
|------------------------|----|
| Non-Hispanic or Latino | 93 |

B. Supportive Services Needs

The list of supportive services needs of families expected to participate in FSS is based on experience with past FSS participants along with input from the Program Coordinating Committee or other service provider partners. They include, but are not limited to:

- Basic Needs (e.g. clothing, furniture)
- Assistance accessing and paying for childcare
- Disabled/ Special Needs (access, employment planning/ benefits counseling)
- GED/ Adult Education
- Education/ Employment Training
- Entrepreneurship
- Transportation Assistance
- Career Counseling
- College Counseling
- Job Search/ Placement
- Dental care, health care, and mental health care including substance abuse treatment/ counseling
- Money management education/ counseling, budgeting and credit counseling
- Homeownership readiness

C. Estimate of Participating Families

The Agency will determine the program size based on the grant funding notice and the available case management staff. New families will be admitted to the FSS program as space permits. Generally with two FSS Coordinators, the estimated number of FSS Program families range from 75 to 110 each year.

Minimum Program Size. In accordance with 24 CFR 984.105, the Agency has a remaining FSS program mandate to service 19 families. This is calculated based on the table below. This is our best estimate at this time, and includes the mandate for the HCV program along with the graduates. Therefore, as of the time of preparation of this Action Plan, the Agency expects to be able to serve 19 families in the FSS program at any one time.

| Original Number of Participants Mandated in the HCV Program | FSS Graduates | Remaining Mandatory Slots |
|---|---------------|------------------------------|
| 248 | 229 | 19 |

D. Other Self-Sufficiency Programs

The Agency expects to enroll into FSS families from the following self-sufficiency programs: Family Unification Program – Youth (FUPY), Emergency Housing Voucher (EHV), Veteran Affairs Supportive Housing (VASH) and Section 8 Moderate Rehabilitation (MRP).

IV. FAMILY SELECTION PROCEDURES

FSS is a voluntary program for current participants of the Agency that have an active, assisted lease in place. Participants are eligible to enroll following an FSS Briefing with one Contract of Participation (CoP) per family.

In general, participants will be selected on a first come, first served basis from applicants who meet all of the following criteria:

- Adult member of an HCV Household with an active, assisted lease in place; and if necessary, designated by the family (see Head of the FSS Family)
- Completes an FSS Informational Briefing;
- Completes the FSS application packet within the deadlines.
- Participant must want to participate in goal planning; and want to increase income and opportunities through employment.

Applicants will be limited to (3) three enrollment attempts in a calendar year.

A. Waitlist

A waiting list will be maintained for families whose applications cannot be accepted at the time of initial application due to program capacity limits or staff shortages. The waiting list will include the name and contact information for the head of household of the applicant family along with the date of their application.

As an FSS slot becomes available, a letter will be sent to the family at the top of the FSS Waitlist. If the family fails to respond by the designated date, a second notice to the family will be sent informing them of the impending action to remove their name from the waitlist. If the family fails to respond to the second notice by the designated date, the process will be repeated with the next family on the waitlist.

After failing to respond, the applicant's name will be removed from the waitlist. If this family wants to participate in the FSS program at a later date, the family must submit a new application. This application will be treated as a new application and placed on the waitlist as of the date the FSS program receives the application.

B. Admissions Preferences

1. Family Unification Program Youth (FUPY)

The FSS Coordinator and the Department of Human Services/Public Child Welfare Agency Caseworker will discuss client's readiness for participation in the FSS program. Families that are ready and wanting to participate may receive priority enrollment at any time during their initial time limited eligibility period. Priority is given to families with less time remaining on their eligibility period.

2. FSS Port-Ins

Families participating in an FSS program from another Housing Agency and port into the jurisdiction will be allowed to participate if available slots exist. Upon contact from the initial PHA's FSS program &/or FSS family, the (receiving) Agency's FSS Coordinator will contact the initial PHA's FSS Coordinator to inquire about the family's FSS status and request copies of the incoming port's file and the escrow funds held on behalf of that family. A modified FSS contract will be executed with the receiving Agency's FSS program. Escrow funds held by the initial PHA on behalf of the family will be requested if the family is absorbed by the Agency.

C. Screening for Motivation

The Agency will not use any motivational screening factors to measure a family's interest and motivation to participate in the FSS program.

D. Compliance With Nondiscrimination Policies

It is the policy of the Agency 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 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. In addition, Agency's staff will, upon request, provide reasonable accommodations to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program.

The FSS program staff has the primary responsibility to make sure that participants are not discriminated against in the selection process. For families or individuals whose potential enrollment is in question, the FSS coordinators will review the file in the staff review meeting to ensure that non selection is not based on discriminatory factors before the final decision is made. Applicants will be notified in writing of the reason(s) they were not selected for participation and will have the opportunity to appeal the

decision (see Hearing Procedures). At all times, the Agency will select families for participation in the FSS program in accordance with FSS Regulations and HUD guidelines.

E. Re-enrollment of Prior FSS Participants/ Non-Selection for Participation

Entry will be denied if the participant:

- Is an applicant on the Agency's Waitlist.
- Fails to complete specified tasks or attend required meetings.
- The FSS Head states they cannot and/or are not willing to complete the employment obligation as required
- If key services are not available. "Key" services are described as services that are integral to the family's ability to achieve self-sufficiency.
- Previously completed an FSS Contract successfully.
- Participants not completing the FSS Contract will be denied participation for one year from the date of FSS termination and must complete a new application and briefing upon reentry.

Applicants denied enrollment into the FSS program will be notified of their status by mail.

F. Head of the FSS Family

The Head of the FSS Family is the designated adult family member of the FSS family who has signed the Contract of Participation (CoP). The Head of the FSS Family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

If more than one adult member of the household wants to sign an FSS Contract at the same time, the family will designate the Head of the FSS Family. The designation or any changes by the household to the Head of the FSS Family must be submitted to the Agency using a form provided by the Agency. There is only one FSS CoP per participating family. Escrow, if any, goes to the person who signs the CoP.

V. OUTREACH

The Agency will conduct widespread outreach to encourage enrollment in the FSS program. Upon request, interpreters will be used as needed as well as effective communication provided to ensure that all eligible who wish to participate are able to do so. Applicants may contact staff to express interest in person, via phone or by email.

Outreach efforts may include letters, flyers, emails and posters; Housing Agency Staff; Section 8 website; and Social Media. Notifications will include a summarized description of the FSS program, its purpose, benefits and eligibility requirements. Additionally FSS Coordinators and Section 8 Housing Agency staff will inform clients and partnering agencies of the availability of the FSS program. Social media may be explored as a recruitment and maintenance tool. Periodic mass mailings and distribution of material to all eligible participants may occur at the Agency's discretion.

VI. FSS ESCROW ACCOUNT AND OTHER INCENTIVES FOR PARTICIPANTS

A. Additional Incentives

FSS offers participants opportunities that include but are not limited to: case management/ comprehensive counseling, goal setting, escrow savings account, referrals to support services in the community, FSS Newsletter, transitional services for FSS graduates; and FUP youth participants can extend the period of initial eligibility on rental assistance to the length of the FSS contract.

B. FSS Escrow Account

FSS participants may be eligible to build savings with the FSS escrow account. The family's annual income, earned income and family rent (TTP) will be recorded on the contract of participation when the family begins the FSS program as the baseline amounts. At future annual or interim examinations, where there is a redetermination of income, these amounts will be compared to the baseline amounts. If there is an increase in the family rent amount (TTP) because of an increase in earned income, then a portion of that increase may be credited to the FSS escrow account in accordance with HUD requirements.

FSS Coordinators will calculate escrow credit when the Agency conducts an annual or interim reexamination of income for an FSS family during the term of the FSS contract (after the effective date of contract).

• At enrollment, the most recent effective rent certification must be used to establish the baseline. All earned income that had been disregarded due to a self-sufficiency program (such as earned income disallowance) would be INCLUDED when the baseline is set. That does not mean the participant's rent would change. It just sets the baseline income so the family would not start earning escrow until they exceeded that.

Reduction of amounts due to the family.

o If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the Section 8 assisted lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to the Agency) at the time of final disbursement of FSS escrow funds.

- If the FSS family has fraudulently under-reported income after FSS enrollment, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.
- If the FSS family is found to have under-reported income in the re-examination used to set the baseline, the escrow for the entire period of the CoP will be re-calculated using the correct income to set the baseline and then calculate subsequent escrow amounts.
- Reporting on FSS escrow account. Escrow credits will be deposited into an interest bearing savings account that is maintained by the Agency. The Agency will mail participating families an annual escrow account statement.
- Ineligibility for FSS Credit. FSS families who are not low-income families (i.e., whose adjusted annual income exceeds eighty (80) percent of the area median income) shall not be entitled to any FSS credit.
- Cessation of FSS Credit. The Agency shall not make any additional credits to the FSS family's FSS escrow account when the FSS Contract is completed, terminated or not under a lease.
- **Disbursement of FSS escrow account.** The amount in an FSS escrow account in excess of any amount owed to the Agency by the FSS family, shall be paid to the Head of the FSS family when the CoP has been completed (refer to Section IX, G).
- **Forfeiture of FSS escrow account.** Amounts in the FSS escrow account shall be forfeited when the CoP is terminated (refer to Section X).

C. Interim Disbursements

The Agency will not allow for interim disbursements.

D. Use of Forfeited Escrow Funds

FSS Escrow account funds forfeited by the FSS family (if any) will be used to support FSS participants in good standing. Upon written request from a family, the FSS Coordinator and the Agency's Administrator will consider the available funds and make a determination. Requests will be considered on a case by case basis.

Eligible Uses. Support for FSS participants in good standing include, but not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the FSS Head's contract; along with training for FSS Coordinators as determined/ approved by the Agency's Administrator.

The fund could benefit several participants at the same time (e.g. class) or could benefit one participant at a time, based on their individual needs. Any activity, support, resource that benefits FSS participants could be eligible.

Forfeited escrow funds cannot be used to settle debts owed by the family to any PHA/Agency/owner; and may not be used for back rent, unpaid utilities or consumer debt.

Guidelines/ limitations for request.

- Written request made by the FSS Head submitted with substantiating documentation (form to be provided by the Agency).
- A one-time limit not to exceed \$1,500.00 per contract of participation except by approval of the Agency Administrator and FSS Coordinator and subject to available funding.
- FSS Head has been an FSS participant a minimum 24 months.
- FSS Head must have completed a financial education course and FSS Budget.
- Payments can be made directly to the participant as a reimbursement and/or vendors approved by the Agency/Department of Community Services.
- FSS Head will be required to submit documentation validating service received.
 - Failure to submit the documentation and/ or use of the funds for other than the approved reason will be considered non-compliance and result in negative termination and forfeiture of escrow (if any).
- Requested use must not be readily available from a community service partner.

Good standing is defined as an FSS family that is in compliance with their FSS contract; has either satisfied or are current on any debts owed to the Agency and is in compliance with the regulations regarding participation in the relevant rental assistance program, including rent.

VII. FAMILY ACTIVITIES AND SUPPORTIVE SERVICES

FSS will network and maintain active partnerships with PCC members and community service providers to gather resources and information on available activities and support services.

Supportive service needs and resources for clients identified and or are provided in the following areas: Basic needs, Child Care, Disabled/ Special Needs (access, employment planning/ benefits counseling), GED/ Adult Education, Education/ Training, Entrepreneurship, Career/ Employment Counseling, College Counseling, Job Search/ Job Placement, Transportation, Legal Services, Health Services, Life Skills, Money Management, Financial Counseling, and Homeownership.

Partnering agencies include, but are not limited to: Access to Independence, Adult Community Schools, Alu Like, American Job Center, Arbor Care, Aloha United Way, Bridge to Hope, Catholic Charities, Community Colleges, Community Health Clinics, Department of Human Services, Division of Vocational Rehab, DOL/DLIR Apprenticeship Programs, First to Work, Goodwill Industries, Hale Kipa, Hawaii Community Foundation, Hawaii Homeownership Center,

Hawaiian Community Assets, Nanakuli Housing Corporation, Head Start, Helping Hands Hawaii, Honolulu Community Action Program, iCAN, Kamaaina Kids, Legal Aid Services of Hawaii, Office of Hawaiian Affairs, PACT, Pacific Gateway, PATCH, Preschool Open Doors, Salvation Army, Volunteer Income Tax Assistance, YWCA Moving Forward / Dress for Success, and other City and State Assisted Work Readiness Programs, etc.

VIII. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS AND DELIVERING APPROPRIATE SUPPORT SERVICES

A. Identifying Family Support Needs

To help determine the support needs of each family, the FSS Coordinator will work with the family to complete an initial informal needs assessment before completion of the initial Individual Training Services Plan (ITSP) and signing of the contract of participation. After enrollment in the FSS program, the FSS coordinator may make referrals to partner agencies for completion of one or more formal needs assessments (e.g., employment readiness/ training, educational needs, financial health, etc.). These assessments may lead to adjustments to the Individual Training Services Plan, if requested by the family.

Participants will be encouraged to contact their FSS Coordinator at any time to discuss or request support services. Any new or continuing needs will be addressed at yearly and/or interim appointments through verbal communication and a review of the initial needs assessment and training plan. Contact can include in person meetings, virtual meetings, email, mail or phone. Referrals are made accordingly; on an ongoing and as-needed basis or at participant's request.

B. Delivering Appropriate Support Services

Coaching. All families who participate in the FSS program will be assigned an FSS coordinator who will provide coaching services to help each participating family to:

- Understand the benefits of participating in FSS and how the program can help them achieve their goals.
- Identify achievable, but challenging interim and final goals for participation in the FSS program, break down the goals into achievable steps and accompany the family through the process.
- Identify existing family strengths and skills.
- Understand the needs that the family has for services and supports that may help the family make progress toward their goals.
- Access services available in the community through referral to appropriate service providers
- Overcome obstacles in the way of achieving a family's goals.

C. Transitional Services for FSS Graduates

Families that have completed their CoP and receiving rental assistance may request assistance with referrals to service providers in order to continue their progress to economic security. Subject to limitations on staff capacity, the Agency will try to help these families with appropriate referrals. The time spent on these referrals will not be covered by funds designated by HUD to support the FSS program.

IX. CONTRACT OF PARTICIPATION

All families enrolled in the FSS program will be required to sign a Contract of Participation (CoP) that includes an Individual Training and Services Plan (ITSP). The CoP must be signed by the FSS Head (refer to Section IV). While it is optional for other family members to participate in FSS, there is only one contract per household. This section describes the contents of the CoP and the Agency's policies and practices regarding the CoP.

A. Form and content of contract

The CoP, which will incorporate one ITSP for each participating member of the family, sets forth the principal terms and conditions governing participation in the FSS program. These include the rights and responsibilities of the FSS family and of the Agency, the services to be provided to, and the activities to be completed by, each adult member of the FSS family who elects to participate in the program.

B. ITSP goals

Each individual's ITSP will establish specific interim and final goals by which the Agency and the family will measure the family's progress towards fulfilling its obligations under the CoP. The FSS coordinator will work with each participating individual to identify additional ITSP goals that are relevant, feasible and desirable. Any such additional goals will be realistic, individualized and must be attainable.

- For any FSS family that is a recipient of welfare assistance at the outset of the CoP or that receives welfare assistance while in the FSS program, the Agency will establish as a final goal that every member of the family become independent from welfare assistance before the expiration of the CoP.
- The ITSP of the head of FSS family will also include as a final goal that they seek and maintain suitable employment.
- FSS families have to be working toward a goal. In addition to employment, the FSS
 Head should have included on their ITSP another self-sufficiency related goal to
 complete during the duration of the contract. Self-sufficiency categories can
 include, but are not limited to financial capability, money management, credit

improvement, employment, higher education/ more training, homeownership readiness etc. Participants should expect to complete ITSP activities annually.

FSS Coordinators will make referrals accordingly and follow up on the family's progress. Regular contact during the contract term allows participants and coordinators to routinely assess participant's goals and activities, review progress and challenges and adjust/ discuss referrals accordingly. Training plan reviews can also be conducted at the family's request; or if there is a concern that the FSS family is not meeting the conditions of the individual training and services plan or cooperating with program requirements. Contact could be annually, quarterly, monthly or more depending on participant's situation and can include in person meetings, virtual meetings, email, mail or phone contact.

The FSS Coordinator will provide support, guidance and assist with coordinating and arranging services. The FSS participant is responsible for obtaining the services needed to implement their ITSP. This acceptance of responsibility will be critical to the participant's success in completing their ITSP.

C. Compliance with Lease Terms

The contract of participation shall provide that one of the obligations of the FSS family is to comply with the terms and conditions of the Section 8 assisted lease. Inability to comply with the lease represents an inability to comply with the CoP; therefore, regulations regarding noncompliance with the FSS contract apply.

The Agency's FSS Program will not terminate housing assistance due to noncompliance with the FSS Program.

D. Employment Obligation

The head of the FSS family shall be required under the contract of participation to seek and maintain suitable employment during the term of the contract and any extension thereof. Although other members of the FSS family may seek and maintain employment during the term of the contract, only the head of the FSS family is required to do so. At contract completion, the head of the FSS family must be employed.

Seek employment means that the head of the FSS family has searched for jobs, applied for employment, attended job interviews, and has otherwise followed through on employment opportunities.

• For an unemployed participant, "seeking" means one or more of the above listed work related activities are completed per quarter.

 Maintain employment means the Head of the FSS family will be employed on the last day of the CoP. The Agency will require verification of this employment. Selfemployment must be verifiable through signed Federal Income Tax Returns (with Schedule C).

E. Determination of suitable employment

As defined in the FSS regulations (24 CFR 984.303 (4)(iii)), a determination of what constitutes "suitable" employment for each family member with a goal of seeking and maintaining it will be made by the Agency, with the agreement of the affected participant, based on the skills, education, job training and receipt of other benefits of the family member and based on the available job opportunities within the community.

F. Contract of Participation term and extensions

The CoP will go into effect on the first day of the month following the execution of the CoP. The initial term of the CoP will run from the effective date through the five-year anniversary of the first re-examination of income that follows the execution date. Families may request up to two one-year extensions and are required to submit a written request that documents the need for the extension. The Agency will grant the extension if it finds that good cause exists to do so. In this context, *good cause* means:

- (i) Circumstances beyond the control of the FSS family, as determined by the Agency, such as serious illness or involuntary loss of employment.
- (ii) Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g. completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the Agency.
- (iii) Any other circumstance that the Agency determines warrants an extension, as long as the request is reasonable and the Agency is consistent in its determination as to which circumstance warrants an extension.

Good cause is determined on a case-by-case basis by the Agency. During the extension period, if eligible, escrow credits may continue to be deposited. Failure to comply with agreed upon extension conditions will result in contract termination and forfeiture of the escrow account.

G. Completion of the contract

The CoP is completed, and a family's participation in the FSS program is concluded when the FSS family has fulfilled all its obligations under the CoP, including all family members' ITSPs, on or before the expiration of the contract term. The family must provide appropriate documentation that each of the ITSP goals has been completed.

The Agency will accept the following for of verification for completion of the ITSP goals:

- The Agency will require a combination of self-certification and third-party verification to document completion of ITSP goals. Self-certification will be accepted when third-party documentation is not available.
- It is the responsibility of the FSS participant to submit documentation of goal completion as agreed upon by the FSS Coordinator and the Head of the FSS family.

H. Modification

The Agency and the FSS family may mutually agree to modify the contract of participation with respect to the individual training and services plan, the contract term (portability and extension), and the designation of the head of FSS household. All modifications must be in writing and signed by the Agency as well as the Head of the FSS family.

The Agency will allow for modification to the CoP under the following circumstances:

- When the modifications to the ITSP improves the participant's ability to complete their obligations in the CoP or progress toward economic selfsufficiency.
- When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, after consultation with the Agency, designate another family member to be the FSS head of family.
- When a relocating family is entering the FSS program of a receiving PHA and the start date of the CoP must be changed to reflect the date the new CoP is signed with the receiving PHA.

The Agency will not allow modifications (30) days prior to contract expiration.

I. Consequences of noncompliance with the contract

Participant non-compliance with the CoP may result in termination from the FSS program. See policies on Involuntary Termination in Section X (A).

X. PROGRAM TERMINATION, WITHHOLDING OF SERVICES, AND AVAILABLE GRIEVANCE PROCEDURES

Families terminating for any of the following reasons will forfeit the escrow savings account and must wait one year before reapplying to participate in the FSS program. Families will be notified in writing of their terminated status and their right to an informal hearing.

The contract of participation is automatically terminated if the family's Section 8 HCV assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension thereof.

A. Involuntary Termination

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

- 1. 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:
 - a. Missing scheduled meetings, failing to return phone calls, and/or maintain contact after written notification of non-compliance
 - b. Failure to work on activities and/or goals set forth in the ITSP, including employment activities
 - c. Failure to complete activities and/or goals within the specified time frames; and/or
- 2. If the participant's housing assistance has been terminated.

Participants who fail to meet their obligations under paragraph 1 above, as determined by an FSS coordinator, will be given the opportunity to attend a required meeting with the FSS Coordinator to review the situation. At this meeting, a review of the CoP, ITSP and all related documentation will be conducted, and amendments will be made as necessary (within HUD guidelines) to allow for changes in circumstances. Failure to contact the FSS Coordinator to schedule this meeting after receiving a notice of non-compliance or failure by the FSS Head to attending this meeting without response to clarify the issue(s), may lead to termination from the program. Participants who remain out of compliance after this will be subject to termination from the FSS program.

Participants will be notified in writing if they are found to be noncompliant with their FSS program obligations. The family will have up to thirty (30) days from the notice of noncompliance to demonstrate compliance with their contract and training plan.

If the initial meeting does not resolve the problem, or if the meeting is not requested by the family within the required period, notification of termination will be made to the family by letter stating:

- 1. The reasons for termination;
- 2. Statement informing the family of their right to request an informal review and the date by which this request must be received (see *Grievance Procedures*)
- 3. Statement informing the family that termination from the FSS program for the reasons stated therein will not result in termination of the family's housing assistance. Failure to request a review in writing by the deadline will result in closure of the family's FSS file and all rights to a review will be waived. All escrow money held on family's behalf will be forfeited in accordance with HUD regulations. Housing assistance will not be terminated based on non-compliance with the FSS program.

B. Voluntary Termination

Participants may also be terminated from the FSS program under the following circumstances:

- Both parties mutually consent; and/or
- The family's withdrawal from the program;
- If the family moves outside the Agency's jurisdiction and enters the FSS program of another Housing Authority;
- The family leaves the Agency's jurisdiction without informing FSS prior to the port action;

Or otherwise in accordance with HUD regulations and requirements.

C. Termination with Escrow Disbursement

In most cases, families whose FSS contracts are terminated will not be entitled to receive their accrued FSS escrowed funds. However, the CoP will be terminated with FSS disbursement when one of the following situations occurs:

- (i) Services that the Agency and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable.
- (ii) The FSS head becomes permanently disabled and unable to work during the period of the contract, and there is no other household member able or willing to assume the CoP.
- (iii) An FSS family in good standing moves outside the jurisdiction of the Agency (in accordance with portability requirement at 24 CFR 982.353) for good cause, as determined by the Agency, and continuation of the CoP after the move, or completion of the CoP prior to the move, is not possible.
 - a. Good cause in this case means porting for better employment opportunities, higher education and/or active pursuit that will result in furtherance of self-sufficiency.

D. Grievance Procedures

Grievance procedures are found in the Agency's tenant based rental assistance grievance administrative plan.

Informal Review and Settlement of Dispute

The family has 15 calendar days from the date of the Agency's written notification to submit a written request to the Coordinator for a dispute to be discussed informally. The Agency's FSS Coordinator has 15 calendar days to respond. A summary of the discussion shall be prepared and sent to the participant within 15 calendar days of the meeting.

Request for Hearing

If the complainant is not satisfied with the outcome of the informal review, and would like to pursue the dispute further, the complainant must submit a written request for a hearing to the FSS Coordinator within 15 calendar days after receipt of the written summary of the informal discussion.

XI. ASSURANCE OF NON-INTERFERENCE

Participation in the FSS program is voluntary. A family's decision whether to participate in FSS will have no bearing on the Agency's decision of whether to admit the family into the HCV program, including receipt of a Family Unification Program (FUP) Youth voucher. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or their failure to comply with FSS program requirements. The only exception is for the FSS-FUP participants who have passed the statutory period of eligibility.

Termination from the FSS Program will result in termination from the Agency's rental assistance programs for FUP youth who have passed the statutory period of eligibility.

The Agency will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

XII. TIMETABLE

The Agency implemented its FSS program in 2001 and will continue to implement it pursuant this FSS Action Plan.

XIII. REASONABLE ACCOMMODATIONS, EFFECTIVE COMMUNICATIONS AND LIMITED ENGLISH PROFICIENCY REQUIREMENTS

Request for Reasonable Accommodations. 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. All requests should be made initially to the FSS Coordinator and will follow the Agency's administrative plan.

Request for Effective Communication. 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, accessible electronic communications and websites, documents in alternative formats (e.g. Braille, large print), or assistance in reading or completing a form. All requests should be made initially to the FSS Coordinator and will follow the Agency's administrative plan.

Limited English Proficiency. The Agency will follow the City and County of Honolulu's Department of Community Service's language access plan.

XIV. COORDINATION OF SERVICES

A. Certification of Coordination

Development of the services and activities under the FSS program has been coordinated with programs under title I of the Workforce Innovation and Opportunity Act 29 U.S.C. 3111 et seq., and other relevant employment, child care, transportation, training, education, and financial empowerment programs in the area. Implementation will continue to be coordinated, in order to avoid duplication of services and activities. Where possible, programs will work together to target services and resources for families, and to coordinate and streamline administrative functions to ensure the efficient delivery of services.

B. Program Coordinating Committee

The Program Coordinating Committee (PCC) has been established in accordance with the FSS regulations to assist in securing commitments of public and private resources for the operation of the FSS Program. Among other responsibilities, the PCC will help the FSS program to identify and build strong referral relationships with providers of supportive services that meet the needs of FSS participants; and play an overall advisory role in the FSS program. The PCC will meet annually and may conduct business on an as-needed basis via email, phone or virtual conferences.

The PCC includes the following representatives:

1. Required membership:

- One or more FSS Coordinators
- Participant assisted under the HCV program served by the FSS Program

2. Recommended membership:

- Representatives from the unit of general local government served by the Agency
- The local agency that administers the Workforce Innovations and Opportunities Act and/or Welfare to Work Program
- State, local or tribal welfare agencies
- Employment agencies (government or private)
- Public and private educational training institutions
- Child care providers, particularly Title XX providers
- Nonprofit service providers
- Private business
- Any other public or private service providers affected by the FSS Program

XV. FSS PORTABILITY

A. Portability in initial 12 months

While the Agency is not required to allow FSS participants to exercise portability within the initial 12 months after signing a CoP, it is the policy of the Agency to allow for portability within this period to the extent feasible.

If a receiving PHA does not administer an FSS program, the family may not continue participation in the FSS program. The FSS Coordinator will discuss options available to the family depending on their circumstance, which may include but are not limited to, modification of the FSS contract, termination with FSS escrow disbursement, termination with forfeiture, or locating a receiving PHA that administers an FSS program.

1. Portability: relocation but continued participation in the FSS Program of the Agency

An FSS family porting to a jurisdiction outside of the Agency's may continue in the FSS program of the Agency if the family demonstrates to the satisfaction of the Agency that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities under the initial or modified contract of participation at its new place of residence. (For example, the FSS family may be able to commute to the supportive services specified in the contract of participation, or the family may move to obtain employment as specified in the contract.)

If the relocating family remains in the FSS program of the Agency, there will only be one contract of participation, which shall be the contract executed initially with the Agency.

2. Portability: relocation and participation in the FSS program of the receiving PHA.

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

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

B. Moves into the Agency's jurisdiction

If an FSS participant moves into the Agency's jurisdiction, they will be admitted in good standing into the Agency's FSS program unless the Agency is already serving the number of FSS families identified in the FSS Action Plan and determines that it does not have the resources to manage the FSS Contract.

Regardless of whether the Agency is able to receive an incoming family from another jurisdiction into the FSS program, the Agency will agree to allow and support porting families to remain in their initial PHA's FSS program after porting housing vouchers if the initial PHA requests that the family remain in the initial FSS program and can demonstrate the family is able to fulfill its responsibilities under the initial CoP, the move in jurisdictions notwithstanding.

To continue FSS participation in either of the above scenarios, the incoming FSS participant must contact the Agency's FSS program and inquire about continuing FSS participation within thirty (30) days following lease up. Thereafter the Agency will not enroll the FSS participant and will notify the participant in writing.

C. Portability and FSS Escrow Account

Regardless of whether the relocating FSS family remains in the FSS program of the Agency or is enrolled in the FSS program of the receiving PHA, there will be a single escrow account maintained by the Agency. When the FSS family will be absorbed by the receiving PHA, the Agency will transfer the FSS account to the receiving PHA.

Portability is subject to various factors. Participation in FSS for a family that moves under portability may not always be approved. If continued participation in FSS will not be possible nor modification of the FSS contract possible, the escrow account may be forfeited.

1. FSS termination and escrow forfeiture

If the FSS family that relocates to another jurisdiction, as provided under this section, is unable to fulfill its obligations under the contract of participation, or any modifications thereto, the PHA, which is party to the contract may terminate the FSS family from the FSS program and forfeit the FSS escrow account.

2. FSS termination with disbursement for porting families

If an FSS family seeks to move to a jurisdiction that does not offer an FSS program, the agency will closely examine the family's progress to determine if it would be appropriate to exercise FSS Termination with Disbursement (refer to Section X, C).

When continued FSS participation is not possible, the Agency will 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 in accordance with 24 CFR 984.303(k)(1)(iii), or locating a receiving PHA that has the capacity to enroll the family into its FSS program.

XVI. FSS-FUPY DEMONSTRATION

The purpose of the demonstration is to increase opportunities to provide youth with support to achieve self-sufficiency. Youth eligible for the Family Unification Program (FUP) can participate in the Family Self-Sufficiency (FSS) Program extending the term of their housing assistance to the length of the FSS Contract allowing more time to access services toward becoming self-sufficient and transitioning to independent living and adulthood.

FUP youth families participating in FSS are subject to the same conditions and expectations as other FSS families previously outlined in this plan. However, rental assistance will terminate at the same time the FSS contract terminates for the FUP family, provided the FUP family is beyond its initial time limited eligibility period per Family Unification Program rules.

FUP youth eligibility requires a dual agency determination. The Public Child Welfare Agency (PCWA) certifies at the time of application that the youth meets HUD's FUP youth eligibility requirements and refers them to the Agency. The Agency determines eligibility for voucher assistance. Age eligibility is determined at time of admission. Youth may continue their assistance on the FUP youth program until their period of eligibility is over.

A. FSS -FUPY Eligibility

FSS-FUP demonstration participant must be a FUP youth voucher holder residing in an assisted unit who:

- Has a FUP Voucher.
- Agrees to enroll and participate in the FSS Program; and
- Agrees to comply with program rules, lease requirements and terms and conditions of the FSS Contract of Participation.

B. FUP Youth Outreach and Notification

The Agency will review the availability of this demonstration with all FUP youth during the voucher briefing and periodically during their statutory eligibility period. Current FUP youth are eligible to enroll in this demonstration until the conclusion of their statutory eligibility period. Additional outreach may include the PCWA actively promoting FSS; FSS presentations during voucher briefings, brochures/ flyers mailed to participants, and phone calls from the FSS office to participants explaining the demonstration opportunity.

C. FUP Youth Requirements and Expectations

FUP youth families receive preference to enroll in FSS; priority is given to families with less time remaining on their initial statutory eligibility period. When an FSS slot

is available, FUP youth at the top of the waiting list will be notified by mail. Selection preference is given for only 50% of the open slots on the waiting list. If the family fails to respond by the designated date, a second letter will be sent informing them of the impending action to remove their name from the waitlist. If the family fails to respond to the second notice by the designated date, they will be removed from the waitlist and the process will be repeated with the next family on the waitlist.

If the initial FUP family wants to participate in FSS at a later time, the family must submit a new application which will be treated as a new application and placed on the waitlist as of the date the FSS program receives the application.

FUP youth families participating in FSS-FUP Demonstration are subject to the same conditions and expectations as other FSS families outlined previously in this plan. *See IX Contract of Participation*.

The eligible youth receiving the FUP voucher assistance must be the person enrolled in and in compliance with the FSS program in order to have their voucher extended on the basis of participation in FSS. The FUP youth may not have their voucher extended on the basis of another household member's participation in FSS.

D. Termination Policies

If a FUP youth participating in the FSS-FUP demonstration fails to comply with the terms and conditions of the FSS contract without good cause or voluntarily terminates program participation and is terminated from the FSS program, the FUP youth is no longer considered a participant in the demonstration. With FSS termination, the FUP youth is subject to the statutory time limit for HCV assistance, beginning from the date the first HAP contract is signed. If the FUP youth has been assisted for longer than the statutory time limit, the FUP youth will no longer be eligible for rental assistance. The termination date from the FSS program and the HCV program will be the same.

The requirements for compliance and the consequences for not complying with the terms and conditions of the FSS contract are reviewed with the FUP youth at the time the FSS contract is signed. At termination, the Agency will offer an opportunity for mediation to the FUP youth wishing to appeal the Agency's decision to terminate.

FSS-FUP Demonstration participants - Rental assistance will terminate at the same time the FSS contract terminates, provided family is beyond its initial time limited eligibility period per Family Unification Program rules.

XVII. DEFINITIONS 984.103

Adjusted income: Annual income, less allowable HUD deductions in accordance with HUD regulations.

Agency: The City & County of Honolulu's Section 8 Housing Choice Voucher Program

Annual Income: The anticipated total annual income of an eligible family or individual from all sources for the 12-month or one year period following the date of determination of income, computed in accordance with HUD regulations.

Baseline annual earned income: for purposes of determining FSS credit, the FSS's family total annual earned income from wages and business income (if any) as of the effective date of the FSS Contract. Includes earned income excluded due to earned income disallowance.

Baseline monthly rent: for purposes of determined FSS credit, the family's total tenant payment (TTP), as of the effective date of the FSS contract, for families paying an incomebased rent as of the effective date of FSS contract.

Briefing: An informational meeting for Agency participants to learn more about FSS.

Contract of Participation (CoP): A contract in a form approved by HUD, entered into between a participating FSS Head and the Agency/ FSS Program that sets forth the terms and conditions governing participation in FSS. The CoP includes all Individual Training and Services Plans (ITSP) entered into between the Agency and all members of the family who will participate in the FSS program.

Current annual earned income: for purposes of determining FSS credit, the FSS family's total annual earned income from wages and business income (if any) as of the most recent re-examination of income which occurs after the effective date of the FSS contract.

Current monthly rent: for purposes of determining FSS credit, (i) the family's TTP as of the most recent re-examination of income which occurs after the effective date of FSS contract, for families paying an income-based rent as of the most recent reexamination of income.

Earned income: Income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited or accrued interest on the FSS escrow account established by the Agency on behalf of the participating family.

Effective date of Contract of Participation (CoP): First day of the month following the month in which the FSS family and the Agency entered into the contract of participation.

Eligible family: Current Section 8 tenant based rental assistance and Section 8 moderate rehabilitation program participants.

Employment: The condition of having paid work. To provide with a job that pays wages or salary.

Enrollment: The date the FSS family entered into the contract of participation with the Agency.

Extremely Low-Income Family: A family whose annual income does not exceed thirty (30%) of the median income for the area, as determined by HUD.

Family Self-Sufficiency or FSS program: The program established by the Agency to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS escrow account (or escrow): The escrow account authorized by section 23 of the 1937 Act, and as provided by 24 CFR 984.305.

FSS escrow credit: The amount credited by the Agency to the family's FSS escrow account.

FSS Family: A family or individual that receives assistance under the Housing Choice Voucher Program and that elects to participate in the FSS program, and whose designated head of the family has signed the contract of participation.

FSS family in good standing: An FSS family that is in compliance with their FSS CoP; has either satisfied or are current on any debts owed the Agency; and is in compliance with the regulations in part 5 and chapter VIII and IX of this title regarding participation in the relevant rentals assistance program.

FSS-FUP Demonstration: Participants being assisted with a FUP youth voucher and are part of the FSS program, thereby extending their rental assistance to match the length of the FSS contract.

FSS graduate: FSS participant that has successfully completed his/her FSS contract.

FSS Program Coordinator: The person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal-setting and case management/coaching of FSS participants; working with the community and service partners; and tracking program performance.

FSS related service program: Any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" in 24 CFR 984.103.

FUP: Family Unification Program for youth.

HAP: Housing Assistance Payment; portion of rental assistance paid by the Agency.

HCV: Housing Choice Voucher

Head of FSS family: Designated adult member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

HUD: The Department of Housing & Urban Development.

Individual Training and Services Plan (ITSP): A written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS Program, by the Agency in consultation with the family member, and which sets forth:

- The final and interim goal for the participating FSS family member;
- The supportive services to be provided to the family member;
- The activities to be completed by that family member; and
- The agreed upon completion dates for the services and activities. Each ITSP must be signed by the Agency and the participating family member, and is attached to, and incorporated as part of the contract of participation.

Low-Income Family: Family whose income does not exceed eighty percent (80%) of the median income for the area as determined by HUD.

PCWA: Public Child Welfare Agency who certifies that FUP youth meets eligibility criteria and then refers youth to Agency.

PHA: Public Housing Authority

Portability: The ability of a family to move with its HCV tenant-based assistance from the jurisdiction of one Agency to that of another.

Program Coordinating Committee (PCC): Committee as described in 24 CFR 984.202. A group of service providers and key partners with the purpose of coordinating services and programs in the community for the FSS participant. An advisory group of partners for the FSS program.

Recertification: Process of securing documentation of total family income used to determine the rent the tenant will pay for the next twelve (12) months if no interim changes are reported by the family.

Seeking employment: Activities such as looking for a job, applying for employment, attending job interviews, job fairs, and otherwise following through on employment opportunities.

Self-employment: State of working for oneself rather than an employer.

Self-Sufficiency: Means that an FSS family is no longer receiving Section 8 HCV assistance, or any Federal, State, or local rent or homeownership subsidies or welfare assistance. A household's ability to maintain financial, housing and personal/ family stability. A work-able family's ability to maintain itself free from income-based public safety net programs such as TANF, SNAP, Medicaid and housing assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition of receipt for the FSS account funds.

Supportive Services: Those appropriate services that the Agency will attempt to make available, or cause to be made available to an FSS family under a contract of participation, and may include: childcare, transportation, education, employment, personal welfare, household skills and management, counseling, money management and other services that the Agency may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Tenant Rent: Family's monthly rent share to the landlord.

Total Tenant Payment (TTP): Total amount of rent and utilities. Monthly rent amount listed on the CoP.

Unit size: Refers to the number of bedrooms in a dwelling unit.

Very Low-Income Family: Low income family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD.

Welfare assistance (for purposes of the FSS Program only): Income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.