



THE HOUSING AUTHORITY  
OF THE CITY OF FORT MYERS, FLORIDA

**The Housing Authority of the City of Fort Myers**  
**Family Self-Sufficiency Program**  
**Action Plan**  
**Public Housing & Housing Choice Voucher**

April 21, 2020

Older Editions are Obsolete.

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## Chapter One:

### Introduction to the Family Self-Sufficiency Program

#### i. The Housing Authority of the City of Fort Myers

The Housing Authority of the City of Fort Myers, referred to as “HACFM,” strengthens and helps to improve our city by promoting affordable housing opportunities. HACFM seeks to remedy the city’s housing problems by creating and providing quality, affordable housing to meet the needs of individuals and families throughout the city.

HACFM also works in collaboration with city leaders, public agencies, community groups, housing developers, and other organizations in the planning and development of affordable housing and homeownership. HACFM provides leadership for all aspects of housing improvement by aiding those families and individuals in very low-income, low-income, and moderate-income situations.

HACFM has been authorized to administer the Section 8 Home Choice Voucher Program. In addition to the HCV Program, HACFM maintains oversight over providing community services referrals which assist families in need. HACFM also aids with those in public housing situations.

#### ii. The Family Self-Sufficiency Program (FSS)

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self-sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services in order to move toward economic self-sufficiency.

The objective of the FSS program is to lead families to opportunities which allow them to become self-sufficient. By doing this, dependency on welfare assistance, voucher assistance, or any federal, state, or local rental programs will be eliminated or greatly reduced. To meet this objective HACFM will network and partner closely with existing community services, social service providers, educational institutions, financial institutions, businesses, and other local partners to develop a comprehensive program that gives FSS Program participants the skills, experience, and confidence which enables them to obtain employment, procure necessary education, and gather all necessary skills that will lead to *self-sufficiency*.

#### Definitions:

*Self-sufficiency*: Obtaining suitable employment or entrepreneurship that allows an individual to afford their living expenses on a consistent basis without the assistance of supportive relief.

### iii. Mission

The mission of the Family Self-Sufficiency Program (FSS Program) is to lead the way to opportunities through first rate Case Management for families to achieve new capabilities that lead to sustainable and permanent self-sufficiency.

The Family Self-Sufficiency (FSS) program will identify individual needs and coordinate delivery of a comprehensive set of supportive services to help individuals learn skills that lead to fulltime employment. These services, provided by private and public resources, in conjunction with housing assistance will enable families to achieve economic independence. Participants entering the FSS Program work with a case manager or coordinator to develop goals which will lead to self-sufficiency. The term of the contract will be 5 years, with the possibility of an up to 2-year extension. When the participants meet their goals, they become eligible to receive funds deposited in an escrow account on their behalf throughout their participation in the FSS program. Those deposited monies are based upon increases in rent which are the result of increased earned income. The goal of the FSS program is to help families gain the skills, training and education necessary to become financially independent of public assistance programs such as Temporary Aid to Needy Families (TANF), Food Stamps and Subsidized Housing. Additional Goals of the FSS program (for the participating families) include, but are not limited to:

- obtaining *full-time employment*
- Owning a business that averages a sustainable revenue to cover living expenses
- obtaining a higher paying job
- obtaining a high school diploma or higher education
- acquiring reliable transportation
- acquiring skills in parenting and family stability
- acquiring skills in budgeting and home ownership

#### Definitions:

*Full-time Employment:* Employed and working at least 30 hours a week.

*Contract:* The written agreement that binds the FSS Coordinator and FSS Family to set of tasks, obligations, and policies to execute for the duration of an effective date through an expiration date.

**iv. Section 8 Housing Choice Vouchers**

The Housing Choice Voucher Program (HCV Program) is a government funded program which assists very low to low income families afford clean, safe, and quality housing in the private market. Participants can find their own housing (which includes apartments, townhouses, and single-family homes. Any and all housing which meets the requirements of the program can be chosen by the program's participants. The HCV is federally funded through the Department of Housing and Urban Development (HUD) and is administered locally by HACFM.

When a family is issued an HCV, they are responsible for finding a suitable home offered by a renter who will agree to the rent under the guidelines of the HCV Program. All homes must meet minimum requirements issued by HUD. A subsidy is paid by the HACFM directly to the renter on behalf of the HCV participant. The participant then pays the difference between the actual rent charged and the subsidy provided by HACFM.

**v. Public Housing**

Public Housing is the compilation of properties that are owned by HACFM and receive a government subsidy. Residents who live in Public Housing are offered rental assistance based on their qualifications and income. All tenants must comply with procedures outlined in their lease provided by HACFM to maintain their housing.

Public Housing in properties in which tenants may live and be eligible for the FSS Program include but are not limited to;

- Bon Air Towers
- East Point Place
- Horizons Apartments
- Landings at East Pointe
- Renaissance Preserve
- Royal Palm Towers

Tenants who live in Public Housing may be eligible to receive Resident Services benefits as well as participation in the FSS Program.

vi. **Current Demographics (as of January 2020) Family Self Sufficiency**

	<b>Public Housing</b>	<b>Housing Choice Voucher</b>	<b>Total</b>
<b>Clients enrolled in FSS</b>	<b>28</b>	<b>82</b>	<b>112</b>
<b>Mandatory Slots per HUD</b>	<b>25</b>	<b>94</b>	<b>119</b>
<b>#/% of Clients Enrolled</b>	<b>112%</b>	<b>87%</b>	<b>94%</b>
<b>Number of Clients with Escrow</b>	<b>22</b>	<b>45</b>	<b>67</b>
<b>Value of Escrow</b>	<b>\$142, 081.00</b>	<b>\$165, 614.03</b>	<b>\$307, 695.03</b>
<b>#/% with Escrow Balance</b>	<b>74% (22/30)</b>	<b>55% (45/94)</b>	<b>(67/112)</b>

<b>Race</b>		<b>Ethnicity</b>	
<b>White</b>	<b>30</b>	<b>Hispanic</b>	<b>18</b>
<b>Black/African American</b>	<b>80</b>	<b>Non-Hispanic</b>	<b>92</b>
<b>American Indian/Alaskan Native</b>	<b>0</b>		
<b>Asian</b>	<b>0</b>		
<b>Native Hawaiian/Pacific Islander</b>	<b>0</b>		

## Chapter Two: Program Operations

### i. Program Overview

The FSS Program consists of four main operations: Screening, Case Management, incentives, and escrow. Each participant receives case management and service referrals which will serve to identify employment goals and supportive programs available in the community to our FSS participants.

### ii. Screening

#### **FSS Application Process**

The benefits and requirements of the FSS Program will be explained at each Section 8 briefing. Prospective FSS participants will be given informational materials describing the program as well as an opportunity to make an appointment for enrollment in the FSS Program. Once the maximum numbers of participants are enrolled, interested families will be placed on a waiting list. When FSS vacancies become available, the families will be notified by mail, and phone, if possible. FSS Participants will be sent an application to complete for the FSS Program once their name comes up on the waiting list.

#### **Waiting List**

FSS management must assure through continuous outreach that the number of eligible applicants on the FSS waiting list is adequate to fill anticipated vacancies. Request for more information on the FSS program are placed in a 'waiting file'. At least once a year an invitation is extended for those interested in getting more information to attend orientation sessions. Seats are reserved in the order in which responses are received.

#### **Orientation Session**

The HACFM will hold orientation sessions for all FSS participants. The rights and responsibilities of both participants and Housing Authorities will be outlined. A Contract of Participation (COP), Understanding of Participation, and Program Agreement will be required for each participant and will be discussed in detail during the orientation session.

Definitions:

*[Contract] and [Contract of Participation] are used interchangeably in this document.*



### **iii. Case Management**

#### **Intake and Assessment**

The FSS Coordinator meets with each family upon acceptance into the program to set up a training and services plan. The first step is to identify the family's needs and services required, and then refer them to partnering agencies that serve Lee County. The FSS Coordinator will maintain monthly contact in person, by mail, email, or through telephone contact, depending on the family's need. During monthly contact, the family will update their progress and set new tasks and milestones, depending on the family's current situation and the goals they have chosen on their contract. This will be an ongoing FSS Action Plan process throughout the Contract of Participation.

#### **Information and Referral**

Qualified professionals will provide vetted community resources for services that will facilitate the participants needs to achieve their goals. Resources may include employment opportunities, family services, safety notices, and financial assistant services.

#### **Accountability Partner**

Case managers will serve as facilitators for the success of clients by providing support, active listening, motivational interviewing, solution-focused problem solving, and positive reinforcements. Additionally, case managers will hold participants accountable for working towards goals and completing tasks/goals.

### **iv. Incentives to Encourage Participation**

As part of the FSS program, HACFM offers incentives to encourage participation and enhance the participant's ability to achieve self-sufficiency.

HACFM provides enhanced opportunities for education, training and employment. FSS participants have access to financial counseling, credit repair, homeownership workshops, and available resources about the home buying process. FSS participants also have several personal incentives for involvement including structured goal

HACFM will establish an FSS Escrow Account for each eligible participating family in accordance with HUD guidelines as a financial incentive for program participation.

HACFM Incentives to be provided to FSS Participants:

<b>Incentive</b>	<b>Provided By</b>	<b>Description</b>
Superior Case Management	HACFM	Encouragement, reassurance, accountability, active listening, motivational success-facilitation
Financial Literacy	MidWestOne Bank	Education of wealth building, investing, saving/spending, budgeting, banking skills
Credit Repair & Counseling	HACFM	Credit diagnostic of balances, outstanding debts and history, affirmation of spending habits, new plans and techniques to build equity & increase assets
Career Path Opportunity	HACFM CareerSource	Stratified job search based on experience, skill set, interests, goals, and desired income
Homeownership Education	HACFM Habitat for Humanity	Knowledge of mortgages, home repair, closing costs, housing market, etc.
FSS Escrow Account	HACFM & HUD	Interest accumulating financial reward

**v. Escrow**

Escrow deposits are calculated on increases in earned income as they impact the family's Total Tenant Payment (TTP) at the time the COP is executed. Escrow credit calculations will be made whenever the HACFM conducts an interim or annual reexamination during the COP. The HACFM will calculate and credit escrow amounts at these intervals. The FSS coordinator will provide each participant with an updated escrow statement on, at minimum, an annual basis. Each escrow statement will reflect escrow earned, interest owned, and total balance.

## **Chapter Three:**

### **Functions of Escrow**

#### **i. Disbursement of Escrow**

The head of household must submit a written request for early disbursement of available escrow funds. Each request will be reviewed by the FSS coordinator and executive staff. The request must include the amount requested, possible funds the participant will be investing, how the funds will be used, how this will work towards their self-sufficiency, an assessment of their progress thus far, alternate funding options, at least 3 estimates, and documentation of expenses. Early disbursements are not guaranteed.

#### **ii. Interim Disbursements of Escrow**

An FSS family may withdraw a portion of its escrow account during its participation Of the FSS programs ONLY IF:

- The family has complied with completed interim goals set forth in the Contract of Participation; and
- The need for early withdrawal of a portion of the FSS account is for purposes consistent with terms of its Contract of Participation, higher education costs, job training, or business development; and
- The programs supervisors or Executive Director approve the request.

All requests for early withdrawal must be in writing and include the following information:

- FSS participant name, address, and Social Security number
- Amount Requested Specific reason for request

The supervisor or executive director may require additional information prior to approval or denial of the request and may approve withdrawal of a lesser amount than requested by the participant, based on individual circumstances.

Approved request must be submitted to the Accounting Department for disbursement of funds. FSS participants must be notified in writing of any request denial, including the reason(s) for denial.

### iii. Final Disbursement Contract Completion

In order to graduate the program and receive escrow amount accrued, each participant must:

- Obtain full-time employment or *part-time employment* for at least a period of six consecutive months prior to the contract end date; and
- Be independent of welfare assistance for at least 12 consecutive months (Welfare assistance is defined as income assistance from Federal or State Welfare Programs and includes only cash maintenance payments intended for on-going needs. It does not include food stamps, Social Security, Child Support Payments, Medicaid, or similar benefits); and
- Complete all goals on the ITSP within the designated timelines indicated in the COP.

The household must be in full compliance with the lease. No monies may be owed to HUD, HACFM, or property manager. Escrow payment will be the amount in the participant's escrow account minus the amount owed to HUD, HACFM, or property manager.

### iv. Forfeiture of Escrow Funds

Funds in the FSS escrow account will be forfeited if;

- The COP, including any extension, expires with unfulfilled goals; or
- FSS Participants lose their housing assistance due to violation of HUD regulations or HACFM policies; or
- Decisions participant fails to comply with FSS program guidelines FSS participant voluntarily terminates the program

#### Definitions:

Part-time Employment: Any type of employment in which employee works less than 30 hours a week.

## **Chapter Four:**

### **Contract of Participation**

#### **i. Overview**

The contract will set forth the rights and responsibilities of both the client and HACFM under the provisions of the FSS Program. The head of the FSS family must be the head of household for eligibility and rent determination purposes. The Individual Training and Service Plan (ITSP) will be attached to every contract. The services to be provided to each participating family member will be listed. The Contract of Participation will be executed no more than 120 days after the household's most recent annual or interim reexamination. A new reexamination will be completed if more than 120 days have elapsed. The initial term of the Contract of Participation is five (5) years. HACFM may grant an extension of up to two (2) years if the family gives a written request for the extension and if HACFM finds that good cause does exist for the extension.

#### **ii. Contents of the Contract of Participation:**

##### **a. Contract term**

The length of the contract term is five years. Extensions may be given for *good cause*.

##### **b. Compliance with the terms of the lease**

Any lease violations that result in termination of housing or housing assistance will subsequently result in termination from the FSS Program.

##### **c. Family Responsibilities**

##### **d. Housing Authority Responsibilities**

##### **e. Completion & Termination of the Contract**

##### **f. Housing Authority Instructions for executing the FSS Contract**

##### **g. Individual Training and Services Plan**

##### **h. Interim Goals**

Both the FSS case manager and the FSS participant will create interim goals, which are designed to lead the participant to self-sufficiency. Interim goals should be appropriate and achievable for the participant, however, may be changed by the FSS case manager if necessary.

### **iii. Success of Contract**

To successfully complete the contract, the FSS Family must:

*The Head of Household must:*

- Seek and maintain suitable employment throughout the term of the contract; and
- Complete activities in ITSP; and
- Provide proof employment, educational attendance, and other FSS activities

*All family members in the FSS household must:*

- Comply with terms of lease (both Public Housing & HCV); and
- Become free of government cash assistance (Temporary Assistance for Needy Families) for at least 12 months prior to the end of the contract date

Failure to meet any of the following requirements will result in termination, and FSS funds may be forfeited.

### **iv. Extensions**

All requests for extensions must be submitted in writing prior to expiration of the Contract of Participation. Extensions will not be granted for loss of employment due to lack of performance on the part of the FSS participant. The request letter must include the following components:

- An explanation of why the goals were not completed; and
- What goals still need to be completed; and
- The time frame in which the goals will be completed.

Participants will be notified in writing of HACFM decision within fourteen (14) business days and may request an informal hearing if they disagree with the decision (see Hearing Procedures below). During the extension period, the family will continue to be eligible to receive deposits into the FSS Escrow Account. The FSS Head of Household will be required to continue abiding by the Contract of Participation, Program Agreement Form, and Individual Training and Services Plan, as well as keep in regular contact with an FSS coordinator during the extension.

### **v. Completion of Contract**

The contract is completed, and a family's FSS participation is concluded, when:

- The family has fulfilled all its obligations under the contract on or before the expiration of the contract; or
- 30 percent of the monthly adjusted income equals or exceeds the published Fair Market Rents for the family unit size under the HACFM subsidy standards (even if the five years is not up) and no family member receives cash assistance.

### **vi. Roles and Responsibilities of the FSS Coordinator**

The following functions are the responsibility of the FSS Coordinator

The FSS Coordinator will:

- Market the program and recruit eligible participants
- Complete a needs assessment with each participant upon enrollment.
- Assist participants in creating an Individual Training and Services Plan (ITSP)
- Collaborate with other agencies involved in the ITSP to ensure continuity of services
- Provide individual case management for each participant
- Maintain consistent contact with the FSS participant via, telephone, email, or face to face meetings.
- Build rapport with each participant and lead them through implementation of their ITSP
- Provide referrals to specific agencies which will provide necessary skills and opportunities for suitable employment
- Consistently research and upgrade services, providers, and agencies which may be of assistance to the HACFM and the FSS Program
- Join community collaborations to network services for FSS participants
- Track and notify each participant of their escrow balances at least once a year
- Provide program data for reporting and evaluation as required by HUD
- Abide by all HUD guidelines and regulations

#### **vii. Program Coordinating Committee (PCC)**

A program coordinating committee established in accordance with the FSS regulations assists in securing commitments of public and private resources for the operation of the FSS Program. The PCC will be required to meet semi-annually and may conduct business on an as needed basis via email or telephone conferences.

The PCC is comprised of staff from the HACFM, a resident (or residents) from the Public Housing Program and Home Choice Voucher Program, and members of the community who provide services and/or are vital to the communities' leadership.

The PCC's services are intended to directly contribute to Family Self-Sufficiency participants and tenants who receive benefits from Resident Opportunity Supportive Services (ROSS Grant). The collective effort from the committee ensures that operations in alliance with residents will benefit tenants with resources and services. The PCC will work together to identify service gaps while working to secure commitments of resources from both private and public sectors [Reference p. 17 for service partners].

PCC meetings will be held quarterly and address the concerns of residents while working in collaboration to offer solutions, share ideas, and generate a platform of leaders who make informed decisions to serve the community.

The PCC will:

- Assist with policy changes that would locate and increase services available in the community to promote the self-sufficiency of FSS participants
- Advisory role for community resources
- Assist with development, implementation and review of the Action Plan
- Assist in securing commitments and resources in the community which will be beneficial to the FSS program and its participants
- Serve on panel for FSS review
- Willing to assist in coordinating agreements between HACFM and service providers
- Monitor agreements on a regular basis
- Ensure participants are linked to services
- Meet on a consistent basis to increase and identify services and resources available to FSS participants
- Comprise of community partners in the community for the following resources:
  - Job Placement
  - Childcare
  - Transportation
  - Entrepreneur Program
  - Mentoring
  - Health & Counseling Services
  - Educational Resources
  - Financial Management
  - Other [not listed]



## **Chapter Five:**

### **Family Selection Procedure**

#### **i. Outreach/Recruitment**

FSS participants will be selected without regard to race, color, religion, creed, age, gender, sexual orientation, gender identity, sex, disability, family status, or national origin. If HACFM has more eligible applicants than number of available openings in the FSS program, a waiting list will be established. Placement on the list will be chronological according to the date recorded on the program application. The HACFM reserves the right to choose participants out of chronological order or based on need. When an opening occurs, the FSS Coordinator will contact waitlist applicants to notify them of the opening and inquire about their current continued interest.

#### **ii. Preferences**

HACFM reserves the right to give preference (not to exceed 50% of the Public Housing or HCV FSS slots) to eligible families who have one or more family members currently enrolled in the HUD FSS program. Examples would include families who transfer (port) from other communities who were members of the FSS program in that community who were in good standing with the requirements of that program.

#### **iii. Screening Criteria**

The HACFM reserves the right to screen applicants based on the following criteria; FSS program orientation, FSS application, and Needs Assessments completion. Scheduled appointments are kept. It is the responsibility of each perspective participant to inform FSS coordinator of late or missed appointments.

#### **iv. Accommodations for Disabled Individuals**

A person with disabilities may request an accommodation to these employment requirements. Requests for accommodations must be submitted in writing and include documentation which supports the claim of disability by a licensed doctor or medical care provider at least 90 days prior to program completion. The request must include acceptable and safe number of hours each disabled participant may be required to work. All requests will be considered on a case by case basis. Final determination will be made by FSS coordinator and executive staff.

**v. Ineligible Applicants**

Previously terminated participants will be denied participation to the program for two years after their termination date. Participant must provide an explanation of why they were terminated and how their current circumstances have changed.

Applicant must not owe debts to HUD or HACFM and must be in good standing as determined by FSS Coordinator and Executive staff.

Applicants who have successfully graduated from another HUD FSS Program will be denied unless the reason for their graduation is that 30% of their earned income met or exceeded the low Fair Market Rent established by HUD for the area.

Participants who did not meet screening criteria may not be considered for application for at least 180 days after it was determined they did not qualify

**vi. Noninterference**

Under HACFM policies, participating in the FSS Program is voluntary, and at the discretion of the participant to exit, should they choose to do so. HACFM may not terminate any Housing Assistance Payments (HAP) or evict a family from Public Housing units for failing to complete the FSS Program. HACFM may not decide to admit nor deny admittance of a family into Public Housing or grant vouchers based on their decision to participate in the FSS program.

## **Chapter Six:**

### **Family Activities/ Support Services**

#### **i. Supportive Service Needs:**

The following is a list of supportive service needs of the families expected to participate in the FSS Program:

- Personal Support Plan
- Skills training
- On the Job Training, Preparation, Development and Placement
  - (Resume preparation, Interviewing Skills, & Dress for Success)
- English as a second language
- High School
- GED
- Secondary Education
- College
- Family Stability
- Homemaking and Parenting Skills
- Substance Abuse, Treatment and Counseling
- Counseling Legal Services
- Money Management Education

#### **ii. Certification of Coordination**

The FSS Program under HACFM operates within Workforce Development Board of CareerSource Southwest Florida.

#### **iii. Support Services**

Community Supportive Services (CSS) operates to assist tenants with resources that support health, education, housing stability, and employment. Equipped with a computer lab and meeting space, the CSS building is a center where residents may enhance their professional development. The CSS department works in collaboration with FSS Coordinators and members of the PCC to provide a surplus of community enrichment for residents of HACFM.

<b>Supportive Service Type</b>	<b>Service to be Offered</b>	<b>Provider</b>
<b>Financial Planning</b>	Financial Literacy Credit Counseling Homebuyer's Education Budgeting/Spending Summary Homeownership	MidWestOne Bank Habitat for Humanity Affordable Homeownership Foundation HACFM
<b>Employment</b>	Job search Skill specification Career Path Professional Development Resume Building Job Placement	CareerSource Goodwill Industries Dress for Success AMiKids Community Cooperative Lee County Library System Lee County Human & Veteran Services HireQuest Direct Veteran Affairs Vocational Rehabilitation
<b>Education</b>	GED classes and testing Professional Certifications & Licenses College Education ESOL	Lee County School District FMTC Hodges University Tri-County Apprenticeship Lee County Adult and Career Education Lee County Library System Florida Gulf Coast University
<b>Legal Services</b>	Representation Counseling Document Review	Florida Rural Legal
<b>Transportation</b>	Bus passes	Lee County Transportation
<b>Health Care</b>	Alcohol and Drug Prevention Substance abuse and counseling	Hanley Foundation Salus Care Family Health Centers
<b>Childcare</b>	Afterschool Care Infant/toddler care Homework Assistance Youth Development Summer Programming	Boys and Girls Club Early Learning Coalition SWFL
<b>Crisis Intervention</b>	Family crisis Child welfare Emergency Financial Assistance	Salvation Army Department of Children & Families

## **Chapter Seven:**

### **FSS Portability**

#### **i. Overview**

Portability is the option for an eligible family that has been issued a Housing Choice Voucher (HCV) that may use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program.

The Initial and Receiving Public Housing Authority (PHA) HCV participants are generally required to remain in a PHA's jurisdiction for at least 12 months before porting out to another jurisdiction with their voucher. The PHA that initially issues the voucher to the family is the initial PHA. The PHA that administers the HCV program in the jurisdiction to which the participant is moving is the receiving PHA. The receiving PHA determines whether the PHA will absorb the family into their own HCV program or whether they will bill the initial PHA on behalf of the family.

HCV FSS participants who port out of their jurisdiction can continue to participate in the FSS program and maintain their escrowed funds.

Porting FSS families may:

- i. Join the receiving PHA's FSS program (if available), or
- ii. Continue participating in the HACFM's FSS program

FSS participants must remain in an HACFM unit (either Public Housing or HCV) for 12 months after signing a Contract of Participation before HACFM allows a family to port out to another jurisdiction and continue participating in FSS. The HACFM FSS Program may absorb an FSS family if funding is available.

## Chapter Eight: Exiting the FSS Program

### i. Program Graduation

- a. FSS participants must meet the requirements as stated in the COP prior to the contract expiration date to successfully graduate from the program. The family DOES NOT have to be free of housing assistance to graduate successfully.
- b. Graduating participants must make a written request for completion of the contract and submit it to the FSS coordinator. The request must include a request to be released from the program (unless 30% of the participant's adjusted income equals or exceeds the FMR for the size of the unit the family qualifies for).

The following must be submitted to complete the program:

- A request to release escrow monies to the participant.
- A statement that the family has not received welfare assistance for twelve consecutive months
- A statement indicating whether or not the participant will continue with housing assistance

The FSS coordinator, housing case manager/property manager, and a representative from HACFM's accounting department will verify that the participant is not in violation of any housing or leasing guidelines. If it is determined that successful completion has occurred, the escrow check will be awarded minus monies owed to HACFM. Participants who successfully graduate will not be permitted to reapply for the FSS program unless graduation occurred due to the family's adjusted monthly income meeting or exceeding 30% of the area's FMR on the unit they were qualified for who had previously not met their ITSP goals, and the head of household has since experienced a loss in income.

### ii. FSS Program Termination

Participants may be removed from the program for the following reasons;

- *Lack of motivation as exhibited by inactivity with case plan goals:* A participant will be reviewed for removal after a six-month inactivity period. During that time, FSS case manager will schedule, at minimum, monthly meetings to assess progress and offer assistance. If Participant does not show progress that has been determined as attainable for the participant, a termination review will be scheduled.
- *Inactivity:* Includes consecutive missed meetings without prior notification, failure to return phone calls or emails, failure to maintain contact or keep meeting

schedules after written notice of non-compliance has been issued, failure to follow through with/ or work on ITSP goals, and failure to complete goals in the specified time period.

- *Loss of housing voucher*
- *Violations of HUD or HACFM regulations.* This includes failure to pay owed monies to HUD or HACFM, any evidence of fraud involving the participant's housing, or failure to meet obligations outlined in the lease.
- *Failure to complete the terms of the FSS program COP.* This may result in termination from the program and withholding of all services provided within it.

Termination from the program will result in forfeit of the escrow account. FSS noncompliance will not result in a termination of tenancy from public housing or HCV. FSS participants who are terminated may not reapply for at least two years following termination from the program.

The FSS COP may be rescinded in writing by mutual consent between the participant and HACFM. Voluntary termination will result in forfeiture of all escrow monies. All FSS terminations, including mutual termination agreements, are reviewed by executive staff. Participants whose terminations are mutual agreements may reapply for the program. The family must sign a new COP, program completion agreement, and ITSP.

### **iii. Termination Hearing Procedures**

- a. Requests for termination hearings must be submitted in writing within 14 business days of the date of the FSS termination letter. If a hearing is requested by the FSS family, notification to the family regarding date, time, and location of the meeting will be sent via mail. Meetings will only be rescheduled due to unavoidable conflicts which are limited to situations where the family's health, safety, or welfare would be adversely affected by attendance of the scheduled meeting. Documentation of the reasons for rescheduling may be asked for by FSS coordinator or HACFM staff and must be provided within 3 days of request. Participants will be given no more than a 15-minute period for late arrival unless prior notification was provided.
- b. Members who must be present at the meeting are the FSS head of household, the FSS coordinator, and a representative of HACFM who is not on FSS staff who will serve as hearing officer.
- c. The final decision of the hearing committee will be issued in written form within 10 days of the termination meeting.

## Chapter Nine: Policies and Procedures

### i. Overview

The Family Self Sufficiency (FSS) program has been carefully designed to assist you in becoming economically self-sufficient within five years.

During your participation in FSS, you will be required to participate in several types of activities which will assist you to meet your final goal. These policies and procedures list the activities and interim goals which you must be met in order to fulfill the requirements of the program.

It is our job to assist you to achieve your goals, however it is your responsibility to work steadily towards those goals and to keep us informed of any difficulties that arise which may hinder your progress.

### ii. Individual Training and Service Plan (ITSP)

When you enroll into the FSS program, an ITSP will be created in collaboration with you by your FSS Case Manager. The ITSP will outline your goals and the necessary steps you will need to take in order to achieve those goals.

In the event that you choose to change your goals, you must meet with your FSS Case Manager to amend your ITSP.

You must complete all of the goals on your ITSP in order to successfully graduate from the FSS program. Additionally, you will not be eligible to receive any escrow funds without completion of your goals as stated in your ITSP.

### iii. Monthly and Quarterly Reviews

You are required to meet with your FSS Case Manager every month, for the first six months. After which, you will be required to meet every four months. You may also request an appointment any time that you feel it is needed.

Your progress will be tracked on your Individual Training and Services Plan (ITSP). Your FSS Case Manager will use the ITSP to monitor all aspects of your progress including educational or training programs, job search activities, transportation, childcare, budgeting, and all referrals that are made to you, or on your behalf. The ITSP will also be used to note any additional activities that may be necessary or any new barriers that may arise.

**These meetings are mandatory.** Failure to attend **three mutually** and *verbally* agreed upon scheduled appointments can result in termination from the FSS program, forfeiture of escrow, and possibly the loss of your voucher assistance.



**iv. Budget Preparation**

If you are experiencing difficulty paying your bills, or if you have bad debt on your credit report, your FSS Case Manager will assist you with preparing a monthly budget for you. You must adhere to the budget in order to experience the benefits. This service is available to every FSS participant. You may request the budget preparation, or your FSS Case Manager may recommend it. Once a budget is in place, it must be amended any time there is a change of income.

You are fully responsible for reporting all changes in your household to include, but are not limited to, all income and household composition changes. Failure to report changes may result in termination of your voucher assistance.

**v. Work Requirement**

You must seek and maintain suitable employment after completion of any job training program or completion of any educational goal(s). This requirement applies regardless of age or disabled status.

Your FSS Case Manager may recommend academic or job skills testing, in order to better assist you in your career planning and job search activities.

It is your responsibility to provide your FSS Case Manager with your test results.

**vi. Educational Requirements**

Each time you register for a term, you must provide a copy of your registration to your FSS Case Manager.

You must provide your FSS Case Manager with copies of your report card at the end of each grading period. You must also provide copies of any certifications or degrees that you earn.

If you choose to change, add, or drop any classes, you must notify your FSS Case Manager, and provide a copy of your new schedule.

**vii. Noncompliance: Counseling and Corrective Actions**

In the event it is determined that the participant is not in compliance with the Contract of Participation and/or has refused or neglected to consistently progress toward his/her stated goals, the participant will be given the opportunity to discuss the charge of noncompliance in an informal conference. If it is found that the reasons for noncompliance are for good cause, the facts and circumstances surrounding noncompliance will be recorded. The participant will be counseled regarding the situation and will be issued a Counseling Statement which indicates that participation may continue provided the participant modifies his/her conduct to maintain full participation.

If no good cause is found, or if the participant fails to modify his/her conduct to meet compliance requirements, the participant will be subject to the following corrective actions:

1. Within three days of determination, a Notice of Noncompliance will be issued to the participant which will include the following information;
  - a. Description of the act(s) of noncompliance
  - b. Actions that the participant must take to resume compliance
  - c. Reasons which constitute good cause for noncompliance
  - d. A statement of the participants right to explain the reasons for noncompliance
  - e. Consequences of noncompliance if good cause is not shown by the participant
  - f. The method of response required and the date by which it is to be received
  - g. The participants right to request a change in the ITSP
  - h. The participants right to grievance
2. The participant must respond to the Notice of Noncompliance within 10 business days of the date on the Notice. If it is found that the reasons for noncompliance are for good cause [defined below], the facts and circumstances surrounding noncompliance will be recorded and participation will continue.
3. If the participant fails to respond to the Notice, the participant will be sent a Notice of Termination. The participant will have the right to request an informal hearing, in writing, within 10 business days from the date of the notice. In the case that an informal hearing is requested, the FSS program shall follow the Agency's hearing procedures outlined in the Section 8 Administrative Plan. If no request for an informal hearing is received, the participant will automatically be terminated from the FSS program. Any participant terminated for noncompliance will not be eligible for future participation in the FSS program for two years from the termination date.

**viii. Consequences of Noncompliance with the Contract [24 CFR 984.303.5]**

If the terms of the contract of participation are not met, there are consequences for the participant. HUD regulations require that it be specified within the contract of participation that if the FSS family fails to comply, without good cause, with the terms and conditions of the

contract (including compliance with the public housing lease or the HCV lease) The Housing Authority of the City of Fort Myers may:

1. Withhold supportive services
2. Terminate the family's participation in the FSS program

The Housing Authority of the City of Fort Myers may not terminate the participant's housing voucher due to noncompliance with FSS program goals. However, noncompliance with terms of the lease or regulations of HACFM may result in termination from the FSS program and revocation of the housing voucher.

#### ix. **Good Cause**

Good Cause is defined as those reasons which are acceptable as reasons for noncompliance, including the refusal to accept employment. The duration of the problem, and the number of recurrences are used in determining appropriate action. Reasons constituting good cause are as follows:

- **Short term illness**  
This includes illness of the head of household or another family member who requires the presence of the head of household. If the illness lasts more than 30 days, a review will be conducted to determine if the existing contract should be terminated with the possibility of later reinstatement.
- **Unavailable or inadequate childcare**  
If the problem is long term or frequent, the FSS Case Manager may recommend alternative childcare options.
- **Transportation**  
This includes a breakdown or interruption in transportation arrangements, with no ready access to alternative transportation.
- **Supportive Services**  
This includes a disruption in established supportive services, other than childcare or transportation, with no ready access to alternative services. Additional Supportive Services circumstances include
  1. Significant reduction in workforce (over 20% reduction in employment field)
  2. Significant interruption in service delivery (over 3 months)
  3. Provider noncompliance with regulation
  4. Provider's unwillingness to provide agreed upon service
  5. Provider offering inferior service (Must be proven with adequate documentation and explanation of what should have occurred)
- **Conflicting Demands**  
This includes individuals who miss appointments or fail to attend activities because of job interviews, court appearances, or employment during the time the activity occurs. It also includes individuals for whom participation as an activity would result in the loss of a job.
- **Personal or Family Crisis**  
This includes any kind of crisis or household emergency that interferes with participation, such as death of a family member, or other justifiable causes.

- **Component becomes unavailable or inappropriate**  
This includes participants who previously were referred to or are participating in a program, and for whatever reason, the program itself is terminated or program policy changes thereby disqualifying the individual.
- **Employment Discrimination**  
The employment, offer of employment, or FSS activity discriminates in terms of age, sex, race, religion, ethnic origin, nationality, or disability
- **Net Loss of Income**  
This applies when accepting a job would result in a net loss of income. Net loss is determined by assessing the total earnings, unearned income, and cash assistance; less work-related expenses such as transportation, cost of tools, uniforms, etc. If the resulting amount is less than that prior to accepting the job, good cause may be found.
- **Any activity that requires more than 40 hours per week**

x. **Completion of the Contract**

The contract is considered completed when [24 CFR 984.303(g)]:

1. FSS family has completed all obligations under the COP before the expiration on the contract.
2. 30 percent of the monthly adjusted income of the FSS family meets or exceeds the published existing housing fair market rent for the size of the unit the FSS family qualifies for based on HACFM's occupancy standards.

The contract may be considered completed if these two requirements are met, even if the contract has not yet expired, successfully concluding your participation in the program.

Upon successful completion of your Contract of Participation, you will be required to attend an exit interview. At this interview, your goals and achievements will be reviewed. This review will determine your eligibility to receive any escrow funds that have been accumulated on your behalf.

You will also be asked to complete a survey so that we may continue to monitor and develop a productive and beneficial program.

Additionally, you will be contacted by phone or mail, approximately 6 months after leaving the program. This contact is meant to assess and affirm your continued self-sufficiency.

**xi. Termination of the Contract**

The contract may be terminated for the following reasons [24 CFR 984.303(h)]:

1. Mutual Consent of the parties
2. Failure of the FSS families to meet obligations of the contract
3. The Family's withdrawal of the FSS program
4. Operation of law
5. Any acts deemed inconsistent with the FSS program

Once the contract is terminated, the family will not be permitted to accrue any new escrow balances. The executive staff of HACFM will determine if you will be eligible to receive any FSS funds. If you are denied, your FSS funds will be forfeited.

The Contract of Participation is automatically terminated if an FSS family's housing assistance is terminated.

**COVID-19 ADDENDUM****NOTICE PIH 2020-05:**

In light of the COVID-19 pandemic impacts on citizens, HACFM is adopting HUD's waivers and extensions regarding the FSS Program.

Extensions may be made to contracts up to 2 years regarding COVID-19 circumstances that permit "good cause" until December 31, 2020. Good cause may include:

- Loss of employment from "social distancing" and "stay at home" procedures
- Reduction in employment hours
- School closures that offer GED/ESOL/Adult Education
- Inability to find employment
- Any other hardship determined to be caused by COVID-19