



FY 2021-2022

**FAMILY SELF**

**SUFFICIENCY**

**ACTION PLAN**



**SAHA** | SAN ANTONIO  
HOUSING AUTHORITY  
Opportunity Lives Her



## **ACTION PLAN FOR THE FAMILY SELF-SUFFICIENCY PROGRAM**

<b>Revision Date</b>	<b>Section(s)</b>
07/01/2021	N/A

Approved by the Board of Commissioners on May 6, 2021.

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## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 1**

## **OVERVIEW OF THE PROGRAM AND PLAN**

## **CHAPTER 1: THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND THE FSS ACTION PLAN**

This chapter provides an overview of the Family Self-Sufficiency (FSS) Program and FSS Action Plan, including the purpose, organization, and required contents of the FSS Action Plan.

There are three parts to this chapter:

### **PART 1: The Family Self-Sufficiency (FSS) Program and the FSS Action Plan**

This part provides an overview of the Family Self-Sufficiency Program and the purpose of the FSS Action Plan.

### **PART 2: Requirements of the FSS Action Plan**

This part covers Action Plan requirements, including development, revision, and contents of the Action Plan. It also contains information on family demographics, which is part of the required contents of the action plan.

### **PART 3: The Moving to Work (MTW) Plan**

This part discusses the authorizations and obligations of the San Antonio Housing Authority (SAHA) under its Moving to Work (MTW) Agreement with HUD.



## **1.1 THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FSS ACTION PLAN**

### **1.1.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM**

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. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, the FSS Program became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS Program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the bootstrap program. It remained a voluntary program in 1991 and 1992, but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

The purpose of the FSS Program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS Program are further elaborated upon in Chapter 2.

This FSS Program is administered by the San Antonio Housing Authority (SAHA) for the jurisdiction of the City of San Antonio and County of Bexar.

### **1.1.B. APPLICABLE REGULATIONS**

Applicable regulations for Public Housing and Housing Choice Voucher (HCV) FSS programs include:

- (1) 24 CFR Part 5: General Program Requirements
- (2) 24 CFR Part 8: Nondiscrimination
- (3) 24 CFR Part 902: Public Housing Assessment System
- (4) 24 CFR Part 903: Public Housing Agency Plans
- (5) 24 CFR Part 945: Designated Housing
- (6) 24 CFR Part 960: Public Housing Admission and Occupancy Policies
- (7) 24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions
- (8) 24 CFR Part 966: Public Housing Lease and Grievance Procedures
- (9) 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- (10) 24 CFR Part 984: Section 8 and Public Housing Family Self-Sufficiency Program

### **1.1.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN**

The Family Self-Sufficiency (FSS) Action Plan is required by HUD. The purpose of the FSS Action Plan is to establish policies for carrying out the FSS Program in a manner consistent with HUD requirements and local goals and objectives contained in SAHA's Agency Plan. This FSS Action Plan is a supporting document to the SAHA Agency Plan, and is available for public review as required by 24 CFR Part 903.

This FSS Action Plan is set forth to define SAHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS Action Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

SAHA is responsible for complying with all changes in HUD regulations pertaining to the FSS Program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS Program and the functions and responsibilities of SAHA staff shall be in compliance with SAHA's personnel policy and HUD's FSS regulations, as well as all public housing and HCV regulations, in addition to federal, state, and local fair housing laws and regulations.

## 1.2 REQUIREMENTS OF THE FSS ACTION PLAN

### 1.2.A. OVERVIEW

- (1) SAHA must have a HUD-approved Action Plan before implementing an FSS Program, regardless of whether the FSS Program is a mandatory or voluntary program. Further, this Action Plan must comply with the requirements specified for the plan in the regulations [24 CFR 984.201(a)].
- (2) The regulatory requirements dealing specifically with the FSS Action Plan itself largely involve the development, revision, and required contents of the Action Plan. This part covers those requirements.

### 1.2.B. HUD APPROACH TO POLICY DEVELOPMENT

- (1) In developing policy for the FSS Action Plan, SAHA needs to be aware of the distinction HUD makes between mandatory and discretionary policies.
  - (a) **Mandatory policies** are those driven by legislation, regulations, current handbooks, notices, and legal opinions.
  - (b) **Discretionary policies** consist of those developed for areas in which SAHA has regulatory discretion, or with regard to optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff
- (2) HUD expects SAHA to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies SAHA has adopted. SAHA's FSS Action Plan is the foundation of those policies and procedures for the FSS Program. HUD's directions require SAHA to make policy choices that provide guidance to staff and consistency to program applicants and participants.
- (3) Following HUD guidance, even though it is not mandatory, provides SAHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If SAHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different from HUD's safe harbor, but public housing agencies should carefully consider those decisions.



### **1.2.C. FSS ACTION PLAN DEVELOPMENT AND REVISION**

#### **(1) Development of Action Plan [24 CFR 984.201(b) and (c)]**

- (a) When developing an FSS Action Plan, a Public Housing Agency (PHA) must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).
- (b) In addition, a PHA that is establishing its FSS Program must submit an Action Plan to HUD for approval within 90 days after SAHA receives notice from HUD of approval of SAHA's application for funding that establishes the obligation to operate an FSS Program. This deadline is required unless the dates are extended by HUD for good cause.
- (c) For voluntary FSS programs, SAHA must submit its Action Plan and obtain HUD approval of the plan before it can implement the FSS Program. This includes a voluntary program established because SAHA chose to implement an FSS Program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

#### **(2) Single Action Plan [24 CFR 984.201(f)]**

- (a) PHAs implementing both a Housing Choice Voucher ("HCV" or "Section 8") FSS Program and a Public or Indian Housing FSS Program may submit one Action Plan. In cases where SAHA decides to submit one plan for more than one program, the policies contained in the Action Plan would apply to both programs.

(3) SAHA is implementing both an HCV FSS Program and a public housing FSS Program and will submit one Action Plan, which will contain policies that apply to both programs.

#### **(4) Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]**

- (a) Following HUD's initial approval of the Action Plan, no further approval of the Action Plan is required unless SAHA proposes to make policy changes to the Action Plan or increase the size of a voluntary program, or to revise the FSS Action Plan as needed to comply with changes in HUD regulations. SAHA must submit any changes to the Action Plan to HUD for approval.

- (b) SAHA will review and update the Action Plan at least once a year, and more often if needed, to reflect changes in regulations, SAHA operations or when needed to ensure staff consistency in operation.

#### **1.2.D. CONTENTS OF THE PLAN [24 CFR 984.201(d)]**

- (1) HUD regulations state that there are several components that must be included in the FSS Action Plan. At a minimum, the Action Plan must cover the policies and procedures of SAHA for operation of a local FSS Program as follows:
  - (a) Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs of the families expected to participate in the program (Chapter 1.)
  - (b) Estimate of participating families, which means the number of families which can reasonably be expected to receive supportive services under the FSS Program (Chapter 2.)
  - (c) Eligible families from any other local self-sufficiency program who are expected to agree to executing an FSS contract of participation (Chapter 2.)
  - (d) A statement of SAHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status or national origin (Chapter 4.)
  - (e) A description of the incentives that SAHA intends to offer to families to encourage participation in the FSS Program (an incentives plan), including the establishment of the escrow account (Chapter 4.)
  - (f) Outreach efforts, which include a description of SAHA's efforts to recruit eligible families, the actions SAHA will take to ensure that both minority and nonminority groups are informed about the FSS Program and how SAHA will make this information known (Chapter 4.)
  - (g) A description of the FSS activities and supportive services to be provided by both public and private resources to FSS families and identification of these public and private resources (Chapter 4.)
  - (h) A description of SAHA's method for identifying family support needs, including how SAHA will identify the needs and deliver the services (Chapter 4.)

- (i) A description of SAHA's policies regarding program termination or withholding of services on the basis of a family's failure to comply with the FSS contract, and available grievance procedures (Chapter 5.)
- (j) Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS Program will not affect the family's admission to the public housing or HCV program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4) Timetable for program implementation, including the schedule for filling FSS slots with eligible families (Chapter 2.)
- (k) Certification of coordination, which is a certification that the development of services and activities under the FSS Program has been coordinated with the Workforce Investment Act (formerly JTPA), Workforce Investment Board and One Stop Centers (formerly JOBS program), and any other relevant employment, child care, transportation, training, and education programs in the applicable area, and that implementation will continue to be coordinated, in order to avoid duplication of services and activities (Chapter 4.)
- (l) Optional additional information, which involves such other information that would help HUD determine the soundness of SAHA's proposed FSS Program (All Chapters.)

#### **1.2.E. ORGANIZATION OF THE PLAN**

- (1) The FSS Action Plan is organized to provide information to users in particular areas of operation.

(2) SAHA policies are provided in pink text boxes.

(3) SAHA's Moving To Work (MTW) policies (see Section 1.3) are provided in green text boxes.

### 1.2.F. FAMILY DEMOGRAPHICS [24 CFR 984.201(d)(1)]

- (1) As part of the required contents of the FSS Action Plan, family demographics of the HCV and public housing program participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants).
- (2) This data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS Program.

<b>Housing Choice Voucher &amp; Public Housing (FY20)</b>	<b>Total Families</b>	<b>Percent of Total</b>
<b>All Households</b>	18,647	100%
Single Head of Household (HOH)	12,224	93.5%
Female HOH	10,581	80.9%
Male HOH	2,493	19.1%
<b>Race/Ethnicity</b>		
Hispanic or Latino	8,843	67.7%
Not Hispanic or Latino/White	1,213	9.2%
Not Hispanic or Latino/Black/African American	2,956	22.7%
Not Hispanic or Latino/Asian	30	.2%
Not Hispanic or Latino/Other	32	.2%
<b>Income</b>		
Extremely Low-Income	11,073	84.7%
Very Low-Income	1,644	12.6%
Low-Income	345	2.6%
HOH Income from Wages	3,410	26%
HOH Income from SSI	5,278	40.3%
Other Member Income from SSI	533	4.1%
<b>Total Number of Family Members</b>		
1-2	7,311	55.9%
3-5	4,927	37.7%
6 or more	836	6.4%
<b>Persons with Disabilities</b>		
HOH Person with Disabilities (HUD)	4,027	30.9%

## **1.3 THE MOVING TO WORK (MTW) PLAN**

### **1.3.A. OVERVIEW**

- (1) SAHA is a Moving to Work (MTW) demonstration site. MTW is a demonstration program for public housing authorities that provides the opportunity to design and test innovative, locally designed strategies that:
  - (a) Use federal dollars more efficiently;
  - (b) Help residents find employment and become self-sufficient; or
  - (c) Increase housing choices for low-income families.
- (2) MTW gives SAHA exemptions from many existing public housing regulatory rules and more flexibility with how the agency uses its federal funds.
- (3) As an MTW demonstration site, SAHA is expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs.

### **1.3.B. THE MOVING TO WORK AND ACTIVITIES**

- (1) SAHA's MTW authorizations and administrative responsibilities are provided in the Amended and Restated Moving to Work Agreement entered into on August 20, 2019, by and between HUD and SAHA. Pursuant to the Agreement, SAHA will include any new MTW initiatives in an Annual MTW Plan and have the Plan approved by HUD prior to implementation. SAHA will also prepare and submit to HUD an Annual MTW Report, which compares the performance of SAHA's activities with its Annual MTW Plan.
- (2) SAHA's implemented MTW activities are incorporated in each applicable section of this ACOP. A complete list of MTW activities is provided in Exhibit 1-1.



## EXHIBIT 1-1: HUD-APPROVED SAHA MTW ACTIVITIES

The following is a complete list of SAHA's applicable MTW activities that have been approved by HUD:

Activity	Title	Description
FY2014-2	Early Engagement	Requires applicants to complete a defined set of courses upon admission to the program. Elderly and disabled heads of household are exempt from this requirement.
FY2019-2	Alternate Recertification Process	SAHA conducts biennial reexaminations for all non-elderly/non-disabled participant households, and triennial reexaminations for elderly or disabled households receiving 100% of their income from fixed sources. Consolidates and updates FY2014-4 and FY2016-2.
FY2020-3	Family Self-Sufficiency (FSS) Program Streamlining	Modifies FSS contract to be consistent with future alternative rent policies like the FY2014-6 Rent Simplification MTW activity. Eliminates the 120-day rule requiring an interim or annual recertification if one has not been conducted within 120 days of FSS enrollment.

**\*Subject to change as determined by MTW Plan revision and HUD approval.**



## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 2**

## **PURPOSE, SCOPE AND APPLICABILITY OF THE FSS PROGRAM**

## **CHAPTER 2: PURPOSE, SCOPE AND APPLICABILITY OF THE FSS PROGRAM**

This chapter contains information about the Family Self-Sufficiency (FSS) Program's purpose, size and measurable objectives, as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served and the size of SAHA's voluntary FSS Program. This chapter also contains definitions of the key terms in this FSS Action Plan.

This chapter contains four parts:

### **PART 1: Purpose and Basic Requirements of the FSS Program**

This part includes a description of the purpose of the FSS Program on a national level, which includes the program's intent, goal and major strategies.

### **PART 2: Scope of the FSS Program**

This part contains information about the size of SAHA's FSS Program, an estimate of participating families, eligible families from other self-sufficiency programs and eligibility for combined FSS programs.

### **PART 3: Program Operation**

This part specifies the requirements for FSS Program operation, including the deadlines for program start-up and when SAHA is expected to have attained full enrollment.

### **PART 4: Definitions of Terms Used in SAHA's FSS Program**

This section contains both the U.S. Department of Housing & Urban Development (HUD) and Public Housing Agency (PHA) definitions for terms used in this policy document.

## 2.1 PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM

### 2.1.A. PURPOSE

- (1) The purpose of the Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the Housing Choice Voucher (HCV) program with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].
- (2) In addition to this broader national goal of the FSS Program, SAHA also establishes a local goal consistent with SAHA's mission statement to serve as a guide for establishing policy and implementing the FSS Program.

- (3) SAHA's goal in operating its FSS Program is to match housing-assisted families with a broad range of highly collaborative, existing community services, which will assist FSS families and individuals in achieving economic self-sufficiency.
  - (a) **“Economic self-sufficiency”** is defined as having the sustainable skills, training and education necessary to secure and maintain employment paying sufficient income to consistently meet the family's basic needs with no or minimal use of financial assistance from public or private organizations.

### 2.1.B. PROGRAM OBJECTIVES [24 CFR 984.102]

- (1) In order to reach the FSS national program goal, HUD has defined its FSS Program objective as to reduce the dependency of low-income families on welfare assistance and on HCV (also known as the “Section 8” Program), public, or any federal, state, or local rent or homeownership subsidies.
- (2) Under the FSS Program, low-income families 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, and business and social skills necessary to achieve self-sufficiency.
- (3) As with the goals of the program, FSS Program objectives are defined on the national level through FSS regulation, and on the local level by SAHA policy.

- (4) On the local level, SAHA will achieve this national program objective by offering qualifying low-income families a broad range of services, which

have been made available in part through the Program Coordinating Committee (PCC).

- (5) These services will provide long-term education, job training, counseling and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2.1.A of this Action Plan.

### **2.1.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]**

- (1) An FSS Program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS Action Plan (as required in 24 CFR 984.201), provide comprehensive supportive services (as defined in 24 CFR 984.103) and operate in compliance with nondiscrimination and equal opportunity requirements.



## 2.2 SCOPE OF THE FSS PROGRAM

### 2.2.A. PUBLIC HOUSING AGENCIES REQUIRED TO OPERATE AN FSS PROGRAM

- (1) Each PHA that received funding for public housing units under the FY 1991 and FY 1992 FSS incentive award competitions must operate a public housing FSS Program.
- (2) Each PHA that received funding for Section 8 rental certificates or vouchers under the combined FY 1991/1992 FSS Incentive Award Competition also must operate a Section 8 FSS Program.
- (3) In addition, unless the PHA receives an exemption under 24 CFR 984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a Section 8 FSS Program.
- (4) Each PHA for which HUD reserved funding (budget authority) to acquire or construct additional public housing units in FY 1993 through October 20, 1998, must operate a public housing FSS Program as well.
- (5) **Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]**

PHAs that must operate an FSS Program under 24 CFR 984.101 are subject to a minimum program size requirement.

- (a) In public housing, a PHA's FSS Program minimum program size is determined by adding the total number of public housing units reserved in FY 1991 and FY 1992 under the FSS incentive award competitions to the number of public housing units reserved in FY 1993 through October 20, 1998, and subtracting the number of families that have graduated from the PHA's public housing FSS Program on or after October 21, 1998, by fulfilling their FSS contract of participation obligations.
- (b) In the Housing Choice Voucher (HCV) program, a PHA's FSS Program minimum program size is determined by adding the number of HCV program units reserved under the combined FY 1991/1992 FSS incentive award competition to the number of additional rental voucher units reserved in FY 1993 through October 20, 1998, (not including the renewal of funding for units previously reserved) then subtracting the units that are excluded from minimum program size and subtracting the number of families who have graduated from the PHA's Section 8 FSS Program on or after October 21, 1998, by fulfilling their contract of participation obligations.

- (c) Further, when determining the HCV FSS Program size for funding reserved in FY 1993 through October 20, 1998, the PHA must exclude funding for families affected by the following:
- Termination, expiration, or owner opt-out under Section 8 project-based programs;
  - Funding for families affected by demolition or disposition of a public housing project or replacement of a public housing project;
  - Funding for families affected by conversion of assistance from the Section 23 leased housing or housing assistance payments programs to the HCV program;
  - Funding for families affected by the sale of a HUD-owned project; and
  - Funding for families affected by the prepayment of a mortgage or voluntary termination of mortgage insurance.

(d) SAHA has no mandatory minimum program size requirement and operates a voluntary FSS Program.

**(6) Maintaining Mandatory Minimum Program Size**

- (a) Although the discretion to do so ultimately rests with the PHA required to operate a mandatory FSS Program, mandatory minimum program size can decrease as FSS participants graduate.
- (b) Per the regulation, for each family that graduates from the program by fulfilling its FSS contract of participation on or after October 21, 1998, the mandatory minimum program size for a PHA's public housing or housing choice voucher FSS Program is reduced by one slot.
- (c) However, If an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR 984.105(b)(3)].

(d) SAHA has no mandatory minimum program size and operates a voluntary FSS Program.

**(7) Option to Operate Larger FSS Program**

- (a) A PHA may choose to operate an FSS Program of a larger size than the minimum required by HUD [24 CFR 984.105(a)(3)].

- (b) SAHA has no mandatory minimum program size and operates a voluntary FSS Program.

**(8) Exception to Program Operation [24 CFR 984.105(c)]**

- (a) The requirement to establish and carry out a public housing or a HCV FSS Program may be waived with approval from HUD.
- (b) In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS Program is not feasible because of a lack of accessible supportive services funding, including lack of the availability of programs under JTPA or JOBS; a lack of funding for reasonable administrative costs; a lack of cooperation by other units of state or local government; or a lack of interest in participating in the FSS Program on the part of eligible families.
- (c) An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS Program that is smaller than the minimum program size.

- (d) This section is not applicable, as SAHA has no mandatory minimum program size requirement and operates a voluntary FSS Program.

**(9) Reduction in Program Size**

- (a) Rather than a full exception to program operation, a PHA may also be permitted to operate a public housing or an HCV FSS Program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS Program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR 984.105(d)].

- (b) This section is not applicable, as SAHA has no mandatory minimum program size requirement and operates a voluntary FSS Program.

(10) **Expiration of Exception**

- (a) The approval for a full or partial exception to the FSS minimum program size requirement expires three years from the date of HUD approval of the exception.
- (b) If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR 984.105(e)].

- (c) This section is not applicable, as SAHA has no mandatory minimum program size requirement and operates a voluntary FSS Program.

**2.2.B. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]**

- (1) The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS Program based on available and anticipated federal, tribal, state, local and private resources.

(2) **SAHA Estimate of Families Eligible for FSS**

SAHA estimates that approximately 1,275 households can reasonably be expected to meet FSS Program criteria and receive supportive services under SAHA's FSS Programs.

- (a) This estimate is based on internal and community statistical information, as well as available and anticipated federal, tribal, state, local and private resources.

**2.2.C. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]**

- (1) If applicable, SAHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

- (2) Subject to grant funding and availability, SAHA estimates that 200 Public Housing households enrolled in other SAHA self-sufficiency programs will also agree to and execute an FSS contract of participation.

(a) **SAHA Public Housing Jobs Plus Programs**

- (i) This estimate includes households from former Jobs Plus

Program participants who reside(d) at Cassiano Homes.

(ii) This figure also includes an estimate of new Jobs Plus Program participants who may enroll at Lincoln Heights Courts and also execute an FSS contract.

(b) The estimate in 2.2.C (2) above is based on internal and community statistical information, as well as available and anticipated federal, tribal, state, local and private resources.

#### **2.2.D. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]**

(1) A PHA that wishes to operate a joint FSS Program with other PHAs may combine its resources with one or more PHAs to deliver supportive services under a “Joint Action Plan” that will provide for the establishment and operation of a combined FSS Program that meets the requirements of this part.

(a) SAHA does not operate a combined or joint FSS Program.

## 2.3 PROGRAM OPERATION

### 2.3.A. OVERVIEW

- (1) Federal regulations specify requirements for FSS Program operation regarding deadlines for program start-up and when SAHA is expected to have attained full enrollment.
- (2) A timetable illustrating when SAHA intends to meet these deadlines is included as part of the required contents of the Action Plan.

### 2.3.B. PROGRAM IMPLEMENTATION DEADLINE

- (1) The deadlines for program implementation differ depending on whether the FSS Program is voluntary or mandatory.
- (2) **Voluntary Program [24 CFR 984.301(a)(1)]**
  - (a) There is no deadline for implementation of a voluntary program.
  - (b) However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied. See Sections 1.2.A through 1.2.D for additional information.
- (3) **Mandatory Program [24 CFR 984.301(a)(2)]**
  - (a) For mandatory FSS programs, operation of a local FSS Program must begin within 12 months of HUD's approval of funding that establishes the obligation to operate an FSS Program.
    - (i) **"Operation"** means that activities such as outreach, participant selection and enrollment have begun.
  - (b) Full delivery of the supportive services to be provided to the total number of families required to be served under the program need not occur within this 12 months, but must occur within two years (see Section 2.3.C).

### 2.3.C. FULL ENROLLMENT AND DELIVERY OF SERVICE [24 CFR 984.301(a)(2)(ii)]

- (1) Unless the PHA is implementing a voluntary FSS Program, the PHA must have completed enrollment of the total number of families required to be served under the program (based on the minimum program size), and must have begun delivery of the supportive services within two years from the date of notification of approval of the application for *new public housing units* for a public housing FSS Program, *new rental certificates or rental vouchers* for a Section 8 FSS Program, or HUD's approval of funding that establishes the obligation to operate an FSS program.



### **2.3.D. EXTENSION OF PROGRAM DEADLINES FOR GOOD CAUSE [24 CFR 984.301(a)(2)(iii)]**

- (1) HUD may extend the deadline for program implementation if the PHA requests an extension and HUD determines that despite best efforts on the part of the PHA, the development of new public housing units will not occur within the required deadlines, the commitment by public or private resources to deliver supportive services has been withdrawn, the delivery of such services has been delayed, or other local circumstances warrant an extension of the required deadlines.

- (2) SAHA implemented its FSS Program in 1997, and met all previous timetable deadlines and requirements for program implementation.

### **2.3.E TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(ii)]**

- (1) A timetable for implementation of the FSS Program is part of the required contents of the FSS Action Plan. The timetable must comply with the requirements in 24 CFR 984.301 (see Sections 2.3.B - 2-3.D,) including the schedule for filling FSS slots with eligible FSS families.

- (2) SAHA implemented its FSS Program in 1997, and met all previous timetable deadlines and requirements for program implementation.

## 2.4 DEFINITIONS

### 2.4.A. DEFINITIONS [24 CFR 984.103]

- (1) The terms “**1937 Act**,” “**fair market rent**,” “**HUD**,” “**low-income family**,” “**Public Housing**,” “**Public Housing Agency (PHA)**,” “**Secretary**” and “**Section 8**,” as used in this document, are defined in the 24 CFR Part 5.
- (2) The term “**very low-income family**” is defined in 24 CFR 813.102 and 24 CFR 913.102.
- (3) The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this Family Self-Sufficiency (FSS) Action Plan.
- (4) “**Certification**” means a written assertion based on supporting evidence, provided by the FSS family or SAHA, which must be maintained by SAHA in the case of the family's certification, or by HUD in the case of SAHA's certification. The certification must be made available for inspection by HUD, SAHA and the public, as appropriate, and be deemed to be accurate, unless the secretary or SAHA determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.
- (5) “**Chief executive officer**” or “**CEO**” means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.
- (6) “**Contract of Participation**” (“**COP**” or “**FSS contract**”) means a contract in a form approved by HUD, entered into between a participating family and SAHA.
  - (a) The FSS contract sets forth the terms and conditions governing participation in the FSS Program.
  - (b) The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who will participate in the FSS Program, and which plans are attached to the contract of participation as exhibits.
  - (c) For additional details, see 24 CFR 984.303.
- (7) “**Earned income**” means income or earnings included in annual income from wages, tips, salaries, other employee compensation and self-employment.
  - (a) Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits or funds deposited in or accrued interest on the FSS escrow account established by SAHA on behalf of a participating family.

- (8) **“Effective date of Contract of Participation”** or **“effective date”** means the first day of the month following the month in which the FSS family and SAHA entered into the contract of participation.
- (9) **“Eligible families”** for the public housing FSS Program means current residents of public housing, and for the Housing Choice Voucher (HCV) FSS Program, means current HCV program participants.
  - (a) Eligible families also include current residents of public housing and HCV participants who participate in other local self-sufficiency programs.
- (10) **“Enrollment”** means the date that the FSS family entered into the contract of participation with SAHA.
- (11) **“Family Self-Sufficiency Program”** or **“FSS Program”** means the program established by SAHA within its jurisdiction 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.
- (12) **“FSS account”** means the FSS escrow account authorized by Section 23 of the 1937 Act.
- (13) **“FSS credit”** means the amount credited by SAHA to the participating family’s FSS account.
- (14) **“FSS family”** or **“participating family”** means a family that resides in public housing or receives assistance under the rental voucher programs that elects to participate in the FSS Program and whose designated head of household has signed the contract of participation.
- (15) **“FSS-related service program”** means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of **“supportive services.”**
- (16) **“FSS slots”** refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of SAHA’s respective Public Housing FSS Program or HCV FSS Program.
- (17) **“FY”** means federal fiscal year (starting with October 1, and ending September 30, and designated by the calendar year in which it ends).
- (18) **“Head of FSS family”** means the adult member of the FSS family who is the head of the household for purposes of determining income eligibility and rent.
- (19) **“Housing subsidies”** means assistance to meet the costs and expenses of temporary shelter, rental housing, or homeownership, including rent, mortgage or utility payments.

- (20) **“HUD”** means the U.S. Department of Housing and Urban Development.
- (21) **“Individual Training and Services Plan” (ITSP)** means 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 SAHA in consultation with the family member; and which sets forth 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.
- (a) Each ITSP must be signed by SAHA and the participating family member, and is attached to and incorporated as part of the contract of participation.
- (b) An ITSP must be prepared for the head of the FSS family.
- (22) **“JTPA”** means the Job Training Partnership Act (29 U.S.C. 1579(a)), which was also previously known as the Workforce Investment Act or WIA. The JTPA and WIA provisions are now located in the Workforce Innovation and Opportunity Act or “WIOA.”
- (23) **“Knowledgeable professional”** has the following meaning:

- (a) **“Knowledgeable professional”** means a person who is knowledgeable about the situation, competent to render a professional opinion and is not in a position to gain, monetarily or otherwise, from SAHA’s FSS Program decision in the area to which they are certifying.
- (i) For more information on how the term is defined within the HCV program, please see Chapters 2 and 3 of the Administrative Plan.
- (ii) For more information on how the term is defined within public housing, please see Chapters 2, 3 and 7 of the Admissions and Coordinated Occupancy Policy (ACOP).

- (24) **“Participating family”** is defined as **“FSS family”** in this section.
- (25) **“Program Coordinating Committee” or “PCC”** means the committee described in 24 CFR 984.202.
- (26) **“Public housing”** means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.
- (27) **“Self-sufficiency”** means that an FSS family is no longer receiving Section 8, Public Housing, or HUD “Indian Housing” assistance, or any federal, state or local rent or homeownership subsidies or welfare assistance.

- (a) Achievement of self-sufficiency, although an FSS Program objective, is not a condition for receipt of the FSS account funds.
- (28) **“Supportive services”** means those appropriate services that SAHA will make available or cause to be made available to an FSS family under a contract of participation. These services may include:
- (a) child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;
  - (b) transportation necessary to enable a participating family to receive available services or to commute to their places of employment;
  - (c) remedial education;
  - (d) education for completion of secondary or postsecondary schooling;
  - (e) job training, preparation and counseling;
  - (f) job development and placement, as well as follow-up assistance after job placement and completion of the contract of participation;
  - (g) substance/alcohol abuse treatment and counseling;
  - (h) training in homemaking and parenting skills;
  - (i) household management;
  - (j) money management;
  - (k) counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual’s rights under the Fair Housing Act) and money management, as provided by a HUD Certified Housing Counselor; and
  - (l) any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that SAHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.
- (29) **“Unit size”** or **“size of unit”** refers to the number of bedrooms in a dwelling unit.
- (30) **“Welfare assistance”** means (for purposes of the FSS Program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to meet a family’s ongoing basic needs.
- (a) Welfare assistance does not include non-recurrent, short-term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e.,

payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps (“Supplemental Nutrition Assistance Program” or “SNAP”) and emergency rental and utilities assistance; and SSI, SSDI or social security.





## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 3**

## **PROGRAM ADMINISTRATION**

## CHAPTER 3: PROGRAM ADMINISTRATION

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan.

The policies and practices are discussed in two parts:

### **PART 1:     Staffing, Fees and Costs, and On-Site Facilities**

This part describes identifying appropriate staff and contractors to operate the FSS Program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

### **PART 2:     Program Coordinating Committee (PCC)**

This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement for the FSS Program. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

### **3.1 STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES**

#### **3.1.A. OVERVIEW**

- (1) Several functions of program administration are crucial to running an FSS Program.
- (2) SAHA may need to employ a program coordinator, or decide to contract with another organization to administer the program.
- (3) In addition to staffing issues, Public Housing Agencies (PHAs) should understand how program funding and expenses work in order to keep the program running smoothly.
- (4) Finally, PHAs need to sort out whether and how to make available common areas or unoccupied units to provide supportive services.

#### **3.1.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS [24 CFR 984.301(b)]**

- (1) PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS Program.
- (2) If SAHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators.
- (3) If SAHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS Program, and the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

- (4) SAHA will employ appropriate staff, including one or more FSS Coordinators or Resident Services Coordinators to administer its FSS Program.

### 3.1.C. ADMINISTRATIVE FEES AND COSTS

- (1) In the past, the ways in which administrative fees and costs were funded were different for Public Housing (PH) and Housing Choice Voucher (HCV) FSS Programs, and the use of such funding was restricted to the applicable program.
- (2) In the Consolidated Appropriations Act of 2014, however, funding streams for the PH FSS and HCV FSS Programs were combined, and all FSS funding is now awarded through one NOFA.
- (3) Use of this funding is no longer restricted to the applicable program—funding now may be used to serve both PH and HCV FSS participants.
- (4) Funding will be awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS,) similar to previous PH FSS awards; instead of an amendment to SAHA's Annual Contributions Contract (ACC), which was previously used for HCV awards.
- (5) PH FSS and HCV FSS funds awarded in prior years are still restricted to the applicable program, Rental Assistance Demonstration (RAD) programs excepted. Funding differences regarding previous years' funding are specified below.

(6) **Public Housing FSS Program**

For public housing FSS Programs, the performance funding system (PFS), provided under section 9(a) of the 1937 Act provides for the reasonable and eligible administrative costs that SAHA incurs in carrying out the program only when funds have been appropriated. However, SAHA may use other resources for this purpose [24 CFR 984.302(a)].

- (a) In other words, SAHA may fund reasonable and eligible administrative costs in the FSS Program from the Operating Fund.
- (b) However, these expenses will only be reimbursed in the operating subsidy when a current appropriations act allows it.
- (c) In addition, SAHA may fund reasonable and eligible administrative costs from the Capital Fund.
- (d) Administrative staffing costs may also be funded through HUD or other grant or foundation sources.
- (e) This includes FSS Coordinator grants when available.

(7) **Housing Choice Voucher FSS Program**

In the HCV program, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS Program.

- (a) These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(b)].
- (b) In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS Program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

**3.1.D. SUPPORTIVE SERVICES FEES AND COSTS**

- (1) As with administrative fees and costs, funding for supportive services fees and costs are now combined under one funding stream.
  - (a) Supportive services fees and costs include childcare expenses, transportation funds, and the costs of training, work equipment, or GED classes, among others.
  - (b) As with administrative fees and costs, funding will be awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), similar to previous PH FSS awards; instead of an amendment to SAHA's Annual Contributions Contract (ACC), which was previously used for HCV awards.
  - (c) Remember, however, that funds awarded in prior years are still restricted to the applicable program.
- (2) Information for funds under previous years' awards are included in the sections below.
- (3) **Public Housing Supportive Services**

In public housing, SAHA may fund reasonable and eligible FSS supportive service costs in the FSS Program from either the Operating Fund or the Capital Fund.

- (a) However, in the Operating Fund, the costs of FSS supportive services are only reimbursed through the operating subsidy when appropriations allow it.
- (b) In addition to the Operating Fund and Capital Fund, public housing supportive services can also be funded through HUD grants, other than FSS coordinator grants, when available.

(4) **Housing Choice Voucher Supportive Services**

In the HCV program, SAHA may fund reasonable and eligible FSS supportive service costs in the FSS Program from unrestricted net assets [see Notice PIH 93-24, E-3].

- (a) In addition, SAHA may seek additional funds from HUD through submitting grant applications, or seek grants from other sources when available.

**3.1.E. ON-SITE FACILITIES**

- (1) Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS Program.
- (2) This includes using such areas for participants in an HCV FSS program.

- (3) SAHA will identify available space to provide supportive services for both the Public Housing and HCV FSS Program.
- (4) In accordance with HUD regulations, SAHA will make offices and/or common areas within each public housing community available to provide supportive services for public housing FSS participants.
- (5) In accordance with HUD regulations and SAHA policy, SAHA will identify available office space at 818 S. Flores St., San Antonio, TX 78204 to provide supportive services for HCV FSS participants.

## **3.2 PROGRAM COORDINATING COMMITTEE (PCC)**

### **3.2.A. OVERVIEW**

- (1) As another integral part of FSS Program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist SAHA in securing commitments of public and private resources for the operation of the FSS Program within SAHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].
- (2) The PCC must consist of certain members, which are dependent upon whether SAHA is operating a public housing or HCV program.
- (3) In addition to these required members, the PCC may also include additional members recommended by regulation.

### **3.2.B. PCC MEMBERSHIP**

- (1) **Required PCC Membership [24 CFR 984.202(b)(1)]**
  - (a) For a public housing FSS Program, the PCC members required consist of representatives of SAHA and public housing residents. The public housing resident representatives on the PCC will be solicited from one or more of the following groups:
    - (i) An area-wide or city-wide resident council.
    - (ii) If SAHA will be transferring FSS participants to vacant units in a specific public housing development, the resident council or resident management corporation of the public housing development where the public housing FSS Program is to be carried out.
    - (iii) Any other public housing resident group that SAHA believes is interested in the FSS Program and would contribute to the development and implementation of the FSS Program.
  - (b) For an HCV FSS Program, the PCC membership must consist of representatives of SAHA and participants of the HCV program or HUD's Office of Public and Indian Housing (PIH) programs.

#### **(2) SAHA's Required PCC Membership**

- (a) SAHA's representatives to the PCC will be the PH FSS and HCV FSS Supervisors.



- (i) FSS Case Management Specialists will serve as administrative support to this committee.
- (b) PH resident representatives may be solicited from the Resident Ambassador program, Resident Councils, FSS alumni and/or a pool of PH residents who have expressed interest.
- (c) HCV resident representatives may be solicited from FSS alumni, a pool of HCV residents who have expressed interest, and/or a recruitment effort of HCV residents by FSS staff.

**(3) Recommended PCC Membership [24 CFR 984.202(b)(2)]**

Membership on the PCC also may include representatives of the unit of general local government served by SAHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Innovation and Opportunities Act (WIOA) and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS Program.

**(4) SAHA's Recommended PCC Membership**

- (a) SAHA's FSS Program PCC membership will include, but is not limited to, leadership from the following organizations:
  - (i) Alamo Colleges District's Integrated Basic Education Skills Training (I-BEST) Program;
  - (ii) Project QUEST;
  - (iii) Workforce Solutions Alamo (WSA);
  - (iv) Providence Place;
  - (v) San Antonio College's Financial Empowerment Center;
  - (vi) San Antonio Fatherhood Campaign;
  - (vii) South Texas Leadership Center;
  - (viii) Neighborhood Assistance Corporation of America (NACA);
  - (ix) River City Credit Union;
  - (x) Head Start;

- (xi) Catholic Charities of San Antonio;
- (xii) the Volunteer Income Tax Assistance (VITA) Program;
- (xiii) Bexar County BiblioTech Library;
- (xiv) Goodwill Industries San Antonio;
- (xv) University Health System - CareLink;
- (xvi) Wellcare;
- (xvii) Martinez Street Women's Center;
- (xviii) Healthy Texas Women;
- (xix) Avance San Antonio; and
- (xx) the Health Profession Opportunity Grants (HPOG) Program.

### **3.2.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]**

- (1) It is also possible for SAHA, in consultation with the chief executive officer of the unit of general local government served by SAHA, to use an existing entity as the PCC, as long as the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3.2.B above).

- (2) SAHA will not utilize an existing entity as its PCC.
  - (a) This policy does not prevent SAHA from utilizing some or all of its required PCC membership to satisfy similar grant requirements on committee stewardship.



## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 4**

## **SELECTING AND SERVING FSS FAMILIES**

## CHAPTER 4: SELECTING AND SERVING FSS FAMILIES

FSS regulations require that SAHA include in its Action Plan a statement indicating how it will select families for participation in the FSS Program. This includes outreach, waiting list management and other selection procedures. Compliance with this chapter and applicable HUD regulations will ensure that families are selected for FSS participation without regard to race, color, religion, sex or gender expression, disability, familial status or national origin.

Once selected for participation in the FSS Program, families are to be provided various activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS Action Plan.

This chapter contains three parts:

### **PART 1: Incentives, Outreach and Assurance of Non-Interference**

This part describes the incentives SAHA will offer and the outreach efforts SAHA will use in order to encourage participation and recruit eligible families for the FSS Program. It also contains the required assurance of non-interference with the rights of non-participating families.

### **PART 2: Family Selection**

This part covers whether SAHA will use preferences for family selection and which preferences SAHA will employ if they choose to do so. In addition, this part describes the selection factors SAHA will use in screening families for participation in the FSS Program.

### **PART 3: Activities and Support Services**

This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method SAHA will use to identify family support needs and covers the required certification of coordination.

## 4.1 INCENTIVES, OUTREACH AND ASSURANCE OF NON-INTERFERENCE

### 4.1.A. OVERVIEW

- (1) The FSS Program offers incentives such as the FSS escrow account, case management, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency.
- (2) In addition to encouraging program participation through such incentives, PHAs also conduct outreach to recruit FSS participants from among eligible families.
- (3) As part of this process, families need to know that their choice as to whether to participate in the FSS Program will not affect their admission to the public housing or housing choice voucher programs, nor will it affect their right to occupancy.
- (4) This part describes SAHA's policies regarding these issues, all of which are required aspects of the FSS Action Plan.

### 4.1.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

- (1) By regulation, the FSS Action Plan must include SAHA's incentives plan—a description of the incentives that SAHA intends to offer eligible families to encourage their participation in the FSS Program.
- (2) The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by SAHA.

- (3) In accordance with HUD regulations, SAHA will offer the incentive services identified in the SAHA Incentives for Participation Grid below.

#### SAHA Incentive Services for Participation Grid

Incentive Service Category	Service Provider*	Service Description
FSS Escrow Account	SAHA	An interest-bearing escrow account where the difference from baseline rent and rent increase due to income increases is deposited and accrues on a monthly basis.

Case Management	FSS Case Management Specialists	An enhanced support system and holistic case management which includes ongoing individual assessment, service plan development, follow-up/monitoring of ITSP progress and career exploration or coaching.
Referral and Service Information	FSS Case Management Specialists	Enhanced access to educational, training, and employment opportunities. Access to free or reduced cost services and access to multiple financial literacy, credit building, home buying, car buying, and other important life skill workshops.
Partner Supportive Services Information	FSS Case Management Specialists; Agency Partners	Collaborative services and/or referrals to approved partner agencies for services similar to those listed above.
Other**	FSS Case Management Specialists; Agency Partners; SAHA	Collaborative services and/or referrals not otherwise included within the services above, which may be due to seasonal or emergency events as needed.
<p><b>**Service Provider</b> is defined as the primary party responsible for delivering the selected incentive service through the SAHA's Community Development Initiatives (CDI) department. In accordance with HUD regulations and subject to SAHA policy, CDI staff provide resident services coordination, which may also include collaboration with the following parties:</p> <ul style="list-style-type: none"> <li>• Internal SAHA stakeholders involved in SAHA program administration, as deemed necessary and appropriate by department leadership.</li> <li>• External community partners that represent nonprofits, community-based organizations and other government entities.</li> <li>• Other individuals, advocacy groups and community stakeholders, as deemed necessary and appropriate by SAHA leadership.</li> </ul> <p><b>**Other</b> is defined as additional supportive services and resources that, in accordance with HUD regulations and SAHA policy, may become available through internal staff or community support.</p>		

#### 4.1.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)]

- (1) In addition to offering incentives for FSS participation, PHAs also conduct outreach in order to recruit more FSS participants from eligible families.
- (2) The FSS Action Plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions SAHA will take to assure that both minority and non-minority groups are informed about the FSS Program, and how SAHA will make this information known.

- (3) In accordance with HUD regulations, SAHA will notify and outreach to families on the FSS Program according to the SAHA FSS Recruitment Grid below.
- (4) The points of contact and methods identified below have been selected to ensure that both minority and non-minority groups are informed about the FSS Program.

#### SAHA FSS Recruitment Grid

Location / Activity	Staff / Partner	Method	Language*
Briefings, program information sessions, orientations	SAHA HCV Staff	Flyers Presentations	English Spanish
Program certifications (initial, interim and recertifications)	SAHA HCV Staff	Flyers Posters Presentations Referral forms	English Spanish Other as Needed
Community-wide and SAHA job fairs and resource fairs	FSS Case Management Specialist	Flyers Posters Referral forms	English Spanish
SAHA office lobbies	SAHA Lobby Staff and Receptionist	Flyers Posters Referral forms Videos Digital signage	English Spanish



SAHA offices and properties	SAHA Property and Office Staff	Flyers Posters Video Digital signage	English Spanish
SAHA website	SAHA Public Affairs Staff	Flyer Video	English Spanish
Door-to-door recruiting in Public Housing or voucher communities	FSS Case Management Specialist and/or Property Staff	Flyer Referral forms	English Spanish
Public Housing Tenant Meetings	FSS Case Management Specialist	Flyer Presentation Video Referral form	English Spanish
Briefings to PHA partners	FSS Case Management Specialist	Flyer Presentation Video Referral form	English Spanish
Mass communications (email, mail, etc.) to current SAHA residents	PHA/HCV FSS Case Management Specialist	Flyer Referral form Email Letter / Mail	English Spanish
Social media posts through SAHA account	SAHA Public Affairs Staff	Email Social Media Posts	English Spanish
<p>*"Language" in this section refers to standard expectations for conducting outreach efforts. Per HUD regulations, additional language services are available and will be utilized where appropriate or requested.</p>			

**4.1.D. ASSURANCE OF NON-INTERFERENCE WITH THE RIGHTS OF NON-PARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]**

- (1) A family's housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS Program, and PHAs need to make this known as part of the recruitment process.
- (2) For this reason, SAHA's Action Plan must include an assurance that a family's decision to not participate in the FSS Program will not affect the family's admission to the public housing or housing choice voucher programs, nor will it affect the family's right to occupancy in accordance with the lease.

- (3) Participation in the FSS Program is strictly voluntary.
- (4) Public housing residents and Housing Choice Voucher (HCV) program participants will be notified in all literature and media presentations related to the FSS Program that should they decide not to participate in the FSS Program it will not affect their public housing or HCV assistance.
- (5) This material will also specify that the family will retain the right to occupancy, according to the terms of their lease and family obligations contract.

## **4.2 FAMILY SELECTION**

### **4.2.A. OVERVIEW**

- (1) The FSS Action Plan is required to contain a statement indicating the procedures for selecting families for FSS Program participation, including a description of how SAHA will do so without regard to race, color, religion, sex or gender expression, disability, familial status or national origin.
- (2) This part describes these procedures, taking into account whether SAHA will use preferences for family selection and which preferences SAHA will employ if they choose to do so, in addition to defining the factors SAHA will use in screening families for program participation.

### **4.2.B. FSS SELECTION PREFERENCES**

- (1) As part of the process for selecting families for participation in the FSS Program, SAHA may choose whether to employ the use of preferences.
  - (a) In particular, if SAHA so chooses, it has the option of giving a selection preference for up to 50 percent of its public housing FSS slots and 50 percent of its HCV program FSS slots, respectively, to eligible families who have one or more family members currently enrolled in an FSS-related service program or who are on the waiting list for such a program.
  - (b) Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.
- (2) Should SAHA choose to adopt such a preference, it would need to include the following information in its Action Plan:
  - (a) The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS Programs, for which it will give a selection preference.
  - (b) The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
  - (c) The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]
- (3) SAHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

(4) SAHA has not adopted a selection preference.

- (5) Even with up to 50 percent of the total number of FSS slots filled via selection preferences, and the possibility of other slots being filled by means of additional preferences, open slots will remain.
- (6) Regardless of whether SAHA adopts selection preferences, those FSS slots for which SAHA chooses **not** to exercise the selection preference must be filled with eligible families in accordance with an objective selection system such as a lottery, the length of time living in subsidized housing, or the date the family expressed an interest in participating in the FSS Program.
- (7) This system must be described in the Action Plan [24 CFR 984.203(b)].

(8) SAHA will use the date the family expressed an interest in participating by completing an FSS interest form to fill the FSS slots when SAHA chooses not to exercise the selection preference.

#### 4.2.C. SELECTION FACTORS

- (1) Many factors contribute to whether SAHA may choose to select a family for participation in the FSS Program.
- (2) These selection factors can help SAHA screen families for admission, and ultimately contribute to SAHA's decision to either allow or deny a family's admission into the FSS Program.
- (3) **Motivation Selection Factors [24 CFR 984.203(c)(1)]**
- (a) SAHA may screen families for interest and motivation to participate in the FSS Program provided that the factors utilized by SAHA are those which solely measure the family's interest and motivation to participate in the FSS Program.
- (b) For this reason, SAHA must only apply motivational screening factors that are permissible under the regulations.
- (4) **Permissible Motivation Selection Factors**
- (a) Permitted motivational factors include requiring attendance at FSS orientation sessions or pre-selection interviews, and assigning certain tasks indicating the family's willingness to undertake the

obligations that may be imposed by the FSS contract of participation.

- (b) However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level or disabilities, if any.
- (c) Reasonable accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities [24 CFR 984.203(c)(2)].

- (5) SAHA will screen families for interest and motivation to participate in the FSS Program by assigning an interview which, excepting reasonable accommodations, is the same type of interview for each family.
- (6) SAHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting.
- (7) In addition, if the family needs either childcare or transportation to be able to attend, or requests an accommodation for a disability, SAHA will either refer the family to available services or exempt the family from this screening factor, in accordance with federal HUD regulations.

**(8) Prohibited Motivation Selection Factors**

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or non-minority groups [24 CFR 984.203(C)(3)].

**(9) Other Selection Factors**

In addition to motivational screening, SAHA may also wish to screen families for other factors.

**(10) PHA Debt Selection Factor**

SAHA may deny FSS participation to a family if the family owes SAHA, or another PHA, money in connection with HCV or public housing assistance [Notice PIH 93-24, B-18].

- (a) In accordance with HUD regulations, SAHA will not deny FSS participation to a family if the family owes SAHA, or another PHA,

money in connection with HCV or public housing assistance.

**(11) Unavailable Support Services Selection Factor**

If SAHA determines, after consulting with the family, that a missing service is essential to the family's needs, SAHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

- (a) If a reasonable attempt at securing services has been made, and essential services are still unavailable or missing, SAHA may skip that family and offer the FSS slot to the next family for which services are available.

**(12) Previous Participation Selection Factor**

- (a) SAHA may refuse to select a family for participation in the FSS program a second time if that family previously participated unsuccessfully (i.e., the family participated, did not meet its FSS obligations, and was terminated from the FSS Program) [Notice PIH 93-24, B-14].

- (b) SAHA, at its discretion, may approve selection of a family for participation in the FSS Program a second time, if they have completed a one-year waiting period.
  - (i) In accordance with SAHA policy, SAHA may waive the requirement for a one-year waiting period due to good cause reasons or other mitigating factors which may have contributed to the family's previously unsuccessful participation and termination from the FSS Program.

## **4.3 ACTIVITIES AND SUPPORT SERVICES**

### **4.3.A. OVERVIEW**

- (1) Once families are admitted to the FSS Program, SAHA becomes responsible for making sure these families are adequately served.
- (2) The purpose of the Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the housing choice voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency.
- (3) As such, upon selection, families are matched with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to overcome systemic and personal barriers to achieve self-sufficiency. This service coordination is a vital element of the FSS Program.

### **4.3.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS [24 CFR 984.201(d)(8)]**

- (1) Before SAHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family.
- (2) The Action Plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.
- (3) Supportive services needs are identified by completion of a needs assessment with the FSS coordinator or case manager before completion of the initial Individual Training and Services Plan (ITSP), which occurs prior to signing the contract of participation.
- (4) After enrollment in the FSS Program, needs assessment results may also be used to modify the ITSP and supportive services, if requested by the family and in accordance with HUD regulations and SAHA policy.

#### 4.3.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION [24 CFR 984.201(d)(7)]

- (1) As part of the required contents of the Action Plan, PHAs must both describe the activities and supportive services to be provided by public and private resources to FSS families, and identify the public and private resources that are expected to provide the supportive services.
- (2) Of course, this task assumes that SAHA has first identified the needed activities and supportive services.

- (3) SAHA's FSS Program, through its partners on the Program Coordinating Committee (PCC) and other relevant partnerships, offer FSS families with culturally competent activities and supportive services.
  - (a) A sample of these supportive services are listed in the SAHA FSS Supportive Services Table below.

**SAHA FSS Supportive Services Table**

General Supportive Services	Categorical Supportive Services	Service Providers and Community Partners
<b>Professional Assessment Services</b>	<ul style="list-style-type: none"> <li>• Vocational Assessment</li> <li>• Educational Assessment</li> <li>• Vocational Planning</li> <li>• Educational Planning</li> <li>• Disability Assessment</li> <li>• Disability Vocational Assessment/Planning</li> <li>• Disability Educational Assessment/Planning</li> <li>• Drug/Alcohol Assessment</li> <li>• Drug/Alcohol Planning</li> <li>• Intimate Partner Violence (IPV) Assessments and Safety Planning</li> </ul>	<ul style="list-style-type: none"> <li>• SAHA</li> <li>• Alamo Colleges' IBEST Program</li> <li>• Avance</li> <li>• Family Violence and Prevention Services, Inc. (FVPS)</li> <li>• Family Service Association</li> <li>• Gary Job Corps</li> <li>• IDEA Public Schools</li> <li>• Project QUEST</li> <li>• Providence Place</li> <li>• Restore Education</li> <li>• San Antonio College (SAC) Empowerment Center</li> <li>• San Antonio Fatherhood Campaign</li> </ul>



		<ul style="list-style-type: none"> <li>• South Texas Leadership Program</li> <li>• Workforce Solutions Alamo (WSA)</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• High School Completion or General Education Development (GED)</li> <li>• English as a Second Language (ESL) courses and/or GED</li> <li>• Post-Secondary Education or Certification</li> <li>• College (traditional and/or community college programs)</li> </ul>	<ul style="list-style-type: none"> <li>• Alamo Colleges District</li> <li>• Avance</li> <li>• Bibliotech</li> <li>• Bibliotech East</li> <li>• Gary Job Corps</li> <li>• IDEA Public Schools</li> <li>• KIPP</li> <li>• Restore Education</li> <li>• South Texas Leadership Program</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>• Skills Training</li> <li>• Emerging Technologies Training</li> <li>• Industry-Specific Training and Certifications</li> <li>• On-the-Job Training</li> <li>• Functional Context Training</li> </ul>	<ul style="list-style-type: none"> <li>• Workforce Solutions Alamo (WSA)</li> <li>• Project QUEST</li> <li>• Gary Job Corps</li> <li>• Express Employment Professionals</li> <li>• Alamo College's IBEST</li> <li>• Avance</li> <li>• Health Professions Opportunity Grants (HPOG) Program</li> <li>• LOD Resource Group</li> </ul>
<b>Vocational and Employment Assistance</b>	<ul style="list-style-type: none"> <li>• Resume Preparation</li> <li>• Interviewing Skills</li> <li>• Professional Clothing Assistance</li> <li>• Workplace Skills</li> <li>• Job Development</li> <li>• Job Placement</li> </ul>	<ul style="list-style-type: none"> <li>• Army National Guard</li> <li>• Costa Solutions</li> <li>• Express Employment Professionals</li> <li>• Gary Job Corps</li> <li>• Project QUEST</li> <li>• Staff Zone</li> <li>• Tri-Starr Personnel</li> <li>• Workforce Solutions</li> <li>• Martinez Street Women's Center</li> <li>• LOD Resource Group</li> <li>• Restore Education</li> </ul>

		<ul style="list-style-type: none"> <li>• Dress for Success</li> </ul>
<b>Transportation</b>	<ul style="list-style-type: none"> <li>• Public Transportation and Bus Service</li> <li>• Accessible / Paratransit Services</li> </ul>	<ul style="list-style-type: none"> <li>• VIA Metropolitan Transit and VIATrans</li> <li>• Alamo Area Council of Governments (AACOG)</li> </ul>
<b>Health Care</b>	<ul style="list-style-type: none"> <li>• Alcohol and Drug Prevention</li> <li>• Alcohol and Drug Treatment</li> </ul>	<ul style="list-style-type: none"> <li>• University Health System</li> <li>• United Healthcare</li> <li>• Martinez Street Women's Center</li> <li>• HealthyTexas Women</li> </ul>
<b>Mentorship and Peer Support</b>	<ul style="list-style-type: none"> <li>• Mentoring Match</li> </ul>	<ul style="list-style-type: none"> <li>• Workforce Solutions</li> <li>• South Texas Leadership Program</li> <li>• San Antonio Fatherhood Campaign</li> <li>• The Neighborhood Place</li> <li>• Project QUEST</li> <li>• Martinez Street Women's Center</li> </ul>
<b>Micro/Small Business Development and Entrepreneurship</b>	<ul style="list-style-type: none"> <li>• Training</li> <li>• Planning</li> <li>• Technical Assistance</li> <li>• Mentoring</li> </ul>	<ul style="list-style-type: none"> <li>• Alamo Colleges' IBEST Program</li> <li>• Bibliotech</li> <li>• Bibliotech East</li> <li>• Goodwill</li> <li>• SAC - Empowerment Center</li> <li>• South Texas Leadership Center</li> <li>• Martinez Street Women's Center</li> </ul>
<b>Homeownership</b>	<ul style="list-style-type: none"> <li>• Training</li> <li>• Planning</li> <li>• Debt Resolution</li> </ul>	<ul style="list-style-type: none"> <li>• San Antonio Housing Authority</li> <li>• SAC - Empowerment Center</li> <li>• River City Credit Union</li> <li>• Habitat for Humanity</li> <li>• City of San Antonio Neighborhood &amp;</li> </ul>

		Housing Services Department <ul style="list-style-type: none"> <li>• City of San Antonio Fair Housing Program</li> <li>• NACA</li> <li>• Cross Timber Homes</li> </ul>
<b>Individual Development Accounts (IDA)</b>	<ul style="list-style-type: none"> <li>• Match Savings Accounts</li> <li>• Distribution of IDA Funds</li> </ul>	<ul style="list-style-type: none"> <li>• SAHA</li> </ul>
<b>Child Care</b>	<ul style="list-style-type: none"> <li>• Infant Care</li> <li>• Toddler Care</li> <li>• Preschool Care</li> <li>• Afterschool Care</li> <li>• Homework Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Family Violence and Prevention Services, Inc. (FVPS)</li> <li>• Bibliotech</li> <li>• Compass Rose</li> <li>• Family Service Association</li> <li>• IDEA Public Schools</li> <li>• KIPP</li> <li>• Providence Place</li> <li>• HPOG</li> <li>• Head Start</li> <li>• San Antonio Fatherhood Campaign</li> <li>• Texas Diaper Bank</li> <li>• Workforce Solutions Alamo (WSA)</li> </ul>
<b>Crisis Services</b>	<ul style="list-style-type: none"> <li>• Crisis Assessment</li> <li>• Crisis Intervention</li> <li>• Crisis Management</li> <li>• Crisis Resolution</li> </ul>	<ul style="list-style-type: none"> <li>• Family Violence and Prevention Services, Inc. (FVPS)</li> <li>• Providence Place</li> </ul>
<b>Child / Adult Protective Services</b>	<ul style="list-style-type: none"> <li>• Needs Assessment</li> <li>• Case Planning</li> <li>• Information Referral</li> <li>• Crisis Management</li> </ul>	<ul style="list-style-type: none"> <li>• Child Protective Services (CPS)</li> <li>• Adult Protective Services (APS)</li> <li>• IDEA Public Schools</li> <li>• Providence Place</li> <li>• Family Service Association</li> </ul>
<b>Legal Services</b>	<ul style="list-style-type: none"> <li>• Representation</li> <li>• Document Review</li> <li>• Counsel or Advice</li> </ul>	<ul style="list-style-type: none"> <li>• Bexar County Dispute Resolution Center</li> <li>• St. Mary's Law School</li> </ul>

		<ul style="list-style-type: none"> <li>• Texas Rio Grande Legal Aid (TRLA)</li> <li>• San Antonio Bar Association</li> </ul>
<b>Debt Resolution and Credit Repair</b>	<ul style="list-style-type: none"> <li>• Needs Assessment</li> <li>• Case Planning</li> <li>• Advocacy</li> <li>• Negotiation</li> <li>• Consumer Protection and Advocacy</li> <li>• Financial Literacy</li> </ul>	<ul style="list-style-type: none"> <li>• Catholic Charities</li> <li>• Volunteer Income Tax Assistance (VITA) Program</li> <li>• BBVA Compass</li> <li>• Financial Empowerment Center</li> </ul>

#### 4.3.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(d)(12)]

- (1) The FSS Action Plan is required to contain a certification that the development of the activities and services under the FSS Program has been coordinated with the JOBS program (now “Welfare to Work” under TANF), the programs provided under the JTPA [now “Workforce Innovation and Opportunity Act” (WIOA) programs], and any other relevant employment, child care, transportation, training and education programs in the applicable area.
- (2) The implementation of the FSS Program’s activities and services must continue to be coordinated as such in order to avoid duplication of activities and services.

- (3) SAHA certifies that its FSS Program has developed its services and activities in coordination with the Workforce Innovation and Opportunity Act (WIOA) programs (formerly “JTPA”), Workforce Investment Board and One Stop Centers, Welfare to Work (formerly the “JOBS” program), and any other relevant professional employment, child care, transportation, training and education programs in the applicable area.
- (4) The implementation of these activities and services will continue to be coordinated in this manner in order to avoid duplication of activities and services, and to ensure the highest quality of service coordination for SAHA clients.



## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 5**

## **CONTRACT OF PARTICIPATION**

## CHAPTER 5: CONTRACT OF PARTICIPATION

Each family that is selected to participate in an FSS Program must enter into a contract of participation with SAHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS Program, including the rights and responsibilities of the FSS family and of SAHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the Individual Training and Services Plan (ITSP) [24 CFR 984.303].

This chapter contains two parts:

**PART 1: Overview and Family Obligations**

This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

**PART 2: Contract Specifications**

This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations and grievance procedures.

## **5.1 OVERVIEW AND FAMILY OBLIGATIONS**

### **5.1.A. OVERVIEW**

- (1) The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS Program, including the incorporation of the Individual Training and Services Plan (ITSP) as part of the contract's required contents.
- (2) The ITSP is meant to establish goals for an FSS family to meet along the family's way to completing the contract and becoming self-sufficient.
- (3) In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and SAHA.
- (4) This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

### **5.1.B. CONTENTS OF THE CONTRACT OF PARTICIPATION**

#### **(1) Individual Training and Services Plan**

As part of the required contents of the FSS contract of participation (COP), the ITSP establishes specific interim and final goals by which SAHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient.

- (a) Interim and final goals will differ depending on the family's individual needs.
- (b) Further, regulations require the establishment of an interim goal regarding independence from welfare assistance.

#### **(2) Interim Goals**

For each participating FSS family that receives welfare assistance, SAHA must establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance for at least one year before the expiration of the term of the contract of participation, including any extension thereof [24 CFR 984.303(b)(2)].

- (a) At its discretion, SAHA may also elect to suggest this as an interim goal in the ITSP regardless of whether a family is receiving welfare assistance at the time the COP is developed.

- (b) If the family is not receiving cash welfare assistance (TANF) at the time the contract of participation is being developed, SAHA will not suggest to each family participating in the FSS Program that the

family include an interim goal on its ITSP for the family to become independent from cash welfare assistance and remain cash welfare-free for at least one year before the expiration of the term of the contract of participation.

(3) **ITSPs for FSS Family Members Other than FSS Head**

An ITSP is only required for the head of the FSS family.

- (a) This means that it is SAHA's decision, after consulting with the family, whether to create an ITSP and provide supportive services to other family members aged 18 or over if they want to participate in the FSS Program and supportive services are available [Notice PIH 93-24, G-16].

- (b) SAHA will permit additional family members to have an ITSP, in accordance with HUD guidance and relevant SAHA policy.

### 5.1.C. FAMILY OBLIGATIONS

(1) **Compliance with Lease Terms**

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the public housing lease or HCV program assisted lease [24 CFR 984.303(b)(3)].

- (a) Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR 984.303(b)(5)].
- (b) It is up to SAHA to determine the plan of action for FSS families found in noncompliance with the lease and how SAHA will precisely define the term **comply with the lease**.

- (c) For the purposes of the FSS Program, **comply with the lease** means the FSS family has not been evicted for repeated or serious violations of the lease; or if they have been evicted for serious or repeated violations of the lease, the family has prevailed in either the grievance hearing or the informal hearing process.



(2) **Employment Obligation [24 CFR 984.303 (b)(4)]**

Another obligation set forth by the contract of participation is for the head of the FSS family to “**seek and maintain suitable employment**” during the term of the contract and any extension.

- (a) Although other members of the FSS family may seek and maintain employment during the term of the contract, it is only a requirement for the head of the FSS family.
- (b) The obligation for the head of the FSS family to “**seek employment**” is defined in the regulatory language as meaning that the head of the FSS family has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities.
  - (i) However, this definition still leaves room for policy decisions on the part of SAHA because it does not define the level of activity involved in “seeking.”
- (c) There is no regulatory definition of “**maintain employment.**”
  - (i) For this reason, it is up to SAHA to define the term.
- (d) In addition, there is no minimum period of time that an FSS head of household needs to be employed in order to meet its contract of participation requirements [Notice PIH 93-24, G-9].
- (e) According to regulation, SAHA makes a determination of suitable employment based on the skills, education and job training of the FSS head of household, and based on the available job opportunities within the jurisdiction served by SAHA [24 CFR 984.303(b)(4)(iii)].
  - (i) This means that SAHA has the ultimate responsibility for making the decision regarding the suitability of employment.
  - (ii) However, this decision must be made in conjunction with the head of the FSS family [Notice PIH 93-24, G-3].

- (f) For purposes of SAHA’s FSS Program, “**seek employment**” means the head of household has applied for employment, attended job interviews and otherwise followed through on employment opportunities as outlined in the ITSP of their contract of participation (COP).
- (g) “**Suitable employment**” means employment as outlined in the ITSP of the COP and is based on the assessment of the available

job opportunities in the area in which the FSS family resides as well as life circumstances, personal goals, skills, education and job training of the head of household.

- (h) **“Maintain employment”** means that the FSS head of household will complete all of the obligations outlined in the ITSP of their COP, and be employed full-time or employed part-time and enrolled in part-time training/education concurrently.
  - (i) If the head of the family’s skills, education and job training do not provide access to full-time work opportunities in the area in which the FSS family resides on the last effective day of the COP or be employed and enrolled, and participating as agreed, in a part-time education or training program on the last effective day of the COP.
  - (ii) SAHA will require third-party verification of this employment and/or enrollment.

#### 5.1.D. CONSEQUENCES OF NON-COMPLIANCE WITH THE CONTRACT

- (1) Consequences apply for families who do not meet the terms and conditions of the contract.
  - (a) The regulations require that the contract of participation specify 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-assisted lease), SAHA may:
    - Withhold supportive services
    - Terminate the family's participation in the FSS Program
- (2) Per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the FSS contract of participation (COP) [FR Notice 12/29/14].

- (a) Unless there is a "good cause" reason, the COP will be terminated before the expiration of the contract term if the participant fails to meet their obligations as outlined in the contract.
  - (i) For the purpose of this section, "good cause" will be defined as outlined in the Administrative Plan, the Admissions and Continued Occupancy Policy (ACOP) and as determined by SAHA leadership.
- (b) If the FSS family fails to meet COP obligations, the family will receive one written warning prior to any additional action.
- (c) Additional instances of non-compliance will result in the reassessment of needs within the ITSP and, as appropriate, changes to the ITSP to ensure compliance with COP obligations.
  - (i) The family will receive one written warning on non-compliance with their obligations under the COP.
  - (ii) If reassessment and ITSP changes do not result in program compliance as outlined in the COP, then the FSS Case Management Specialist will withhold supportive services.
    - (A) Withholding supportive services for continued non-compliance must be approved by the department leadership prior to any change in services.
    - (B) If approved under this section, supportive services may be withheld for no more than 90 days or until the for no more than 90 days until the participant meets their

obligations outlined in the COP. Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the COP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the COP.

- (d) SAHA's FSS Program will not terminate the FSS COP on the basis of failing to comply with the terms of the lease alone.

## 5.2 CONTRACT SPECIFICATIONS

### 5.2.A. OVERVIEW

- (1) In addition to making clear the family's obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures.
- (2) This part describes those specifications and associated policy.

### 5.2.B. CONTRACT TERM [24 CFR 984.303(c)]

- (1) The contract term is five years.
  - (a) This means that the family has no more than five years from the effective date of the COP to fulfill their obligations as specified in the contract.
  - (b) This five-year term requirement will be specified in the COP.
- (2) **Contract Extension [24 CFR 984.303(d)]**

While the term set forth in the contract of participation is for five years, contract extensions are possible.

- (a) According to regulation, PHAs will for "good cause" extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing.
- (b) The family's written request for an extension must include a description of the need for the extension.
- (c) **Good cause** means circumstances beyond the control of the FSS family, as determined by SAHA, such as a serious illness or involuntary loss of employment (further defined by SAHA policy in Section 5.1.D).
  - (i) Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family's FSS account.

### 5.2.C. MODIFICATION OF THE CONTRACT

- (1) The COP does have the ability to be modified, as long as SAHA and the FSS family mutually agree to modify it.
  - (a) This includes modifications in writing with respect to ITSPs, the contract term (See Section 5.2.B above) and designation of the head of the family [24 CFR 984.303(f)].

- (2) In addition, SAHA may also delete the line in the COP under “Corrective Actions to Meet Family Responsibilities” stating that if the family is participating in the HCV program, SAHA may terminate HCV assistance when allowed by HUD requirements.
- (a) Mutual agreement is not needed for this modification [Notice PIH 95-5].
  - (b) Termination of HCV assistance is covered in further detail in Section 5.2.G.
  - (c) The conditions under which SAHA will modify the contract are set forth in the policy below.

- (d) In SAHA’s FSS Program, the COP will be modified by mutual agreement between SAHA and the head of household when:
  - (i) Modifications to the ITSP would better reflect the family’s current aspirations toward self-sufficiency, as indicated by a needs assessment and/or requested by the family.
  - (ii) Modifications to the ITSP would reasonably improve or enable the family to make progress towards self-sufficiency and to meet or exceed contract obligations.
  - (iii) The FSS family head listed on the COP no longer resides in the assisted unit, and the remaining family members designate a new FSS head of household.
  - (iv) When a relocating FSS 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.
  - (v) When modifications to the ITSP are recommended by SAHA’s Internal Audit or for the purpose of correcting errors on a previously completed ITSP.
- (e) SAHA will remove the line under “Corrective Actions to Meet Family Responsibilities,” which states that, when allowed by HUD requirements, PHAs may terminate the family’s assistance in the HCV program.

#### **5.2.D. COMPLETION OF THE CONTRACT**

- (1) By regulation, the COP is considered complete, and a family's participation in the FSS Program is considered concluded, when one of the following occurs [24 CFR 984.303(g)]:
  - The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof.
  - 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on SAHA's occupancy standards. The COP will be considered completed and the family's participation in the FSS Program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.
- (2) Policies on verifying completion of the COP can be found in Section 6.1.C of this Action Plan.

#### **5.2.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE**

- (1) Even after a family has completed the COP, SAHA may continue to offer appropriate FSS supportive services to a former FSS family whose head of household is employed.
- (2) If the family still resides in public housing, or HCV-assisted housing, these supportive services would be offered for becoming self-sufficient.
- (3) If the family no longer resides in public housing, HCV-assisted housing, or other assisted housing, these supportive services would be offered for remaining self-sufficient [24 CFR 984.303(j)].

- (4) SAHA will continue to offer supportive services to a former FSS family that has completed its COP, and whose head of household is employed.

#### **5.2.F. TERMINATION OF THE CONTRACT**

- (1) The COP may be terminated before the expiration of the contract term and any extension of the contract by the following [24 CFR 984.303(h)]:
  - Mutual consent of the parties;

- Failure of the FSS family to meet its obligations under the COP without good cause, including in an HCV FSS Program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of SAHA;
- The family's withdrawal from the FSS Program;
- Such other act as is deemed inconsistent with the purpose of the FSS Program; or
- Operation of law.

- (2) The COP will be terminated before the expiration of the contract term, and any extension thereof, for any of the reasons listed in 5.2.F and in accordance with HUD regulations.
- (3) Unless there is a good cause reason for the family failing to meet its obligations under the COP, SAHA will follow the relevant policy specified in Section 5.1.D of this Action Plan.
  - (a) **Good cause**, for the purposes of the FSS Program, is also defined in Section 5.1.D.
- (4) In addition, the COP is automatically terminated if the family's HCV or public housing assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].

#### **5.2.G. OPTION TO WITHHOLD OR TERMINATE SUPPORTIVE SERVICE AND HOUSING ASSISTANCE [24 CFR 984.303(b)(5)(i)]**

- (1) As touched upon in Section 5.1.D of this Action Plan, SAHA has the option to terminate or withhold supportive services and the FSS family's participation in the FSS Program if SAHA determines that the FSS family failed to comply with the requirements of the COP without good cause.
- (2) Per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, however, PHAs are no longer permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the contract of participation [FR Notice 12/29/14].



#### **5.2.H. NULLIFICATION OF CONTRACT FOR UNAVAILABILITY OF SUPPORTIVE SERVICES [24 CFR 984.303(e)]**

- (1) In addition to termination, the COP can also be ended ahead of time as a result of integral supportive services being unavailable.
- (2) However, this should only occur as a last resort in the event that:
  - A social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), SAHA must make a good faith effort to obtain these services from another agency.
  - If SAHA is unable to obtain the services from another agency, SAHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.
  - If other available services would not achieve the same purpose, SAHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.
  - If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, SAHA must revise the ITSP, delete these services and modify the COP to remove any obligation on the part of the FSS family to accept the unavailable services.
  - If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), SAHA shall declare the COP null and void.
- (3) Nullification of the COP on the basis of unavailability of supportive services shall not be grounds for termination of HCV assistance.

#### **5.2.I. GRIEVANCE PROCEDURES**

- (1) When adverse action is taken by SAHA against a family, SAHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the housing choice voucher program [24 CFR 966 subpart B, 24 CFR 982.554].
- (2) According to regulatory requirements, the FSS Action Plan must contain the grievance and hearing procedures available for FSS families against whom SAHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

- (3) SAHA's FSS Program will utilize the grievance procedures and policies for the FSS family's respective housing assistance program.
  - (a) HCV FSS families will be subject to the informal review and hearings procedures as outlined in Section 16.3 of the Administrative Plan.
  - (b) FSS families residing in public housing will utilize the grievance procedures outlined in the Admissions and Continued Occupancy Policy (ACOP) and SAHA's Public Housing Lease. See Chapter 16 of the ACOP for public housing grievance and informal hearing procedures.
- (4) In addition to the adverse actions listed in SAHA's HCV and public housing programs, the FSS Program's adverse actions include, but are not limited to:
  - (a) Denial of admission into the FSS Program;
  - (b) Denial of request for supportive services;
  - (c) Denial of request to change the ITSP;
  - (d) Denial of request to change the head of household;
  - (e) Denial of request for interim disbursement of the escrow account;
  - (f) Denial of request to complete the COP;
  - (g) Denial of a request for extension to the FSS COP;
  - (h) Denial of request for final distribution of the escrow account or any portion thereof;
  - (i) Withholding of support services; and
  - (j) Termination of the FSS COP.



## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 6**

## **ESCROW ACCOUNT**

## CHAPTER 6: ESCROW ACCOUNT

The establishment of an escrow account is offered as a financial incentive to families for participation in the FSS Program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS Program, this is still the case, but the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit and disbursing the funds, and also covers the proper way for SAHA to manage and report on the account.

This chapter contains two parts:

### **PART 1: The Escrow Account**

This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

### **PART 2: Escrow Fund Accounting and Reporting**

This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

## 6.1 THE ESCROW ACCOUNT

### 6.1.A. OVERVIEW

- (1) As an integral incentive to the FSS Program, it is very important to have clear-cut policy spelling out how the escrow account works.
- (2) This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership and forfeiture of the FSS escrow account.

### 6.1.B. CALCULATING THE FSS CREDIT AMOUNT

- (1) For FSS families who are very low-income families, the FSS credit is the lesser of 30 percent of current monthly adjusted income less the family rent, or the current family rent less the family rent at the time of the effective date of the contract of participation.
  - (a) The family rent is obtained by disregarding any increases in earned income (as defined in 24 CFR 984.103) from the effective date of the contract of participation.
  - (b) For FSS families who are considered low-income families but not very low-income families, the FSS credit is calculated in the same manner but cannot exceed the amount computed for 50 percent of the median income [24 CFR 984.305(b)(1)].
- (2) FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].
- (3) **Determination of Family Rent and Total Tenant Payment**

For purposes of determining the FSS credit, *family rent* for the public housing program is the total tenant payment as defined in 24 CFR Part 5, subpart F.

  - (a) For the HCV program, *family rent* is 30 percent of adjusted monthly income [24 CFR 984.305(b)(1)].
  - (b) Total tenant payment for a family participating in the public housing FSS Program is determined in accordance with the regulations set forth in 24 CFR Part 913.
- (4) **Increases in FSS Family Income [24 CFR 984.304]**

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent become deposited in the escrow account.

- (a) For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS Program may not be considered as income or a resource for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD, unless the income of the FSS family equals or exceeds 80 percent of the area median income (as determined by HUD, with adjustments for smaller and larger families).

**(5) Cessation of FSS Credit [24 CFR 984.305(b)(3)]**

SAHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, or when the contract of participation is terminated or otherwise nullified.

**6.1.C. DISBURSEMENT OF FSS ACCOUNT FUNDS**

**(1) Disbursement at Completion of Contract [24 CFR 984.305(c)(1)]**

When the contract has been completed according to regulation, the amount in an FSS account in excess of any amount the FSS family owes to SAHA will be paid to the head of the FSS family.

- (a) However, in order to receive the disbursement, the head of the FSS family must submit a certification (as defined in §984.103) to SAHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

**(2) Disbursement before Expiration of Contract Term**

FSS account funds may also be disbursed before the end of the contract term.

- (a) If SAHA determines that the FSS family has fulfilled its obligations under the contract of participation before the expiration of the contract term and the head of the FSS family submits a certification that, to the best of their knowledge, no member of the FSS family is a recipient of welfare assistance, the amount in the family's FSS account in excess of any amount the family owes to SAHA will be paid to the head of the FSS family [24 984.305(c)(2)(i)].

- (3) In addition, SAHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and SAHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. Such cases could include using

the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 984.305(c)(2)(ii)].

- (a) SAHA will disburse a portion of the FSS escrow account funds before completion of the COP if requested funds are needed in order to complete an interim goal or task within the COP and are not ongoing expenses.

**OR**

The family has demonstrated that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals.

**(4) Verification of Family Certification at Disbursement**

Interim disbursement may only occur after the family has completed certain interim goals and funds are needed in order to complete other interim goals.

- (a) Final disbursement can only occur after the family has completed the contract of participation and all members are welfare-free as defined by regulation.
- (b) Because of this, it follows that SAHA may require verification for the completion of interim goals or the contract of participation.
- (c) Before final disbursement of the FSS account funds to the family, SAHA may verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR 984.305(c)(3)].
- (d) HUD provides verification guidance in Notice PIH 2010-19. This guidance is mandatory for the public housing and housing choice voucher programs.
  - (i) SAHA's ACOP and/or Administrative Plan must contain verification policies following the hierarchy in this notice.

- (ii) The policies contained in SAHA's ACOP and Administrative Plan cover verification policies related to the FSS Program in general.
- (iii) However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

- (e) SAHA will require verification that the FSS family has completed certain interim goals, or has completed the contract of participation, and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making any potential interim or final disbursements.
- (f) SAHA will follow HUD's verification hierarchy set forth in Notice PIH 2010-19 to make these verifications.
  - (i) However, SAHA will use a knowledgeable professional as a third-party source to verify the need for interim disbursements.

(5) **Succession to FSS Account [24 CFR 984.305(d)]**

FSS account funds should be disbursed to the head of the FSS family.

- (a) However, if the head of the FSS family no longer resides with the other family members in the public housing or the HCV-assisted unit, the remaining members of the FSS family, after consultation with SAHA, have the right to designate another family member to receive the funds.

**6.1.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP**

- (1) According to regulation, a public housing FSS family may use its FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR 984.305(e)].
- (2) Homeownership is just one option for use of the FSS account funds.
  - (a) SAHA may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].



### **6.1.E. FORFEITURE OF FSS ACCOUNT FUNDS**

- (1) Amounts in the FSS account will be forfeited when the contract of participation is terminated, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR 984.305(f)(1)].
- (2) **Treatment of Forfeited FSS Account Funds**

Treatment of forfeited FSS account funds differ depending on the type of FSS Program SAHA operates.

  - (a) For public housing FSS Programs, FSS account funds forfeited by the FSS family will be credited to Other Income and will become part of Unrestricted Net Assets.
  - (b) Forfeited FSS account funds will be counted as other income in the determination of operating subsidy eligibility for the next budget year [24 CFR 984.305(f)(2)(i)].
- (3) In the HCV program, forfeited FSS account funds will be treated as program receipts for payment of program expenses under SAHA's budget for the program, and will be used in accordance with HUD requirements governing the use of program receipts [24 CFR 984.305(f)(2)(i)].

## 6.2 ESCROW FUND ACCOUNTING AND REPORTING

### 6.2.A. OVERVIEW

- (1) Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account.
- (2) This part describes those requirements and SAHA policy necessary for managing the account from SAHA's perspective.

### 6.2.B. ACCOUNTING FOR FSS ACCOUNT FUNDS

- (1) When establishing FSS escrow accounts, SAHA must deposit the FSS account funds of all families participating in SAHA's FSS Program into a single depository account for each (public housing or HCV) program.
- (2) In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].
- (3) The total of the combined FSS account funds will be supported in SAHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family.
  - (a) During the term of the contract of participation, SAHA periodically, but not less than annually, credits the amount of the FSS credit (see Section 6.1.B) to each family's FSS account [24 CFR 984.305(a)(2)(i)].

- (b) SAHA will credit the amount of the FSS credit(s) to each family's account on a quarterly basis.

#### (4) **Proration of Investment Income [24 CFR 984.305(a)(2)(ii)]**

- (a) Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account.
- (b) By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

- (c) Each year the full amount of the investment income for funds in the PH and HCV FSS account will be prorated and credited to each family's subsidiary line item after the deduction of unpaid rent

and other amounts due under the PH or HCV-assisted lease.

**(5) Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)]**

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or HCV-assisted lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to SAHA in the HCV FSS Program) before prorating the interest income.

- (a) If the FSS family has underreported income, no reduction will be made to the escrow account and the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

**6.2.C. REPORTING ON THE FSS ACCOUNT**

- (1) SAHA is required to provide a report, at least once annually, to each FSS family on the status of the family's FSS account.

- (2) At a minimum, the report must include [24 CFR 984.305(a)(3)]:

- The balance at the beginning of the reporting period;
- The amount of the family's rent payment that was credited to the FSS account, during the reporting period;
- Any deductions made from the account for amounts due SAHA before interest is distributed;
- The amount of interest earned on the account during the year;
- The total in the account at the end of the reporting period;

- (a) SAHA will provide FSS participants an annual statement on the status of their FSS escrow account.



## **FAMILY SELF-SUFFICIENCY ACTION PLAN**

# **CHAPTER 7**

## **PORTABILITY IN HOUSING CHOICE VOUCHER FSS PROGRAMS**

## **CHAPTER 7: PORTABILITY IN HOUSING CHOICE VOUCHER FSS PROGRAMS**

PHAs operating Housing Choice Voucher (HCV) FSS Programs must be familiar with the rules and regulations regarding portability under the HCV program. As with the case of portability in the HCV program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR 984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS Program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context.

This chapter contains two parts:

### **PART 1: Portability in the FSS Program**

This part provides a general overview of portability in the FSS Program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

### **PART 2: The Effects of Portability on FSS Regulations and Policy**

This part describes the specific ways in which portability affects different aspects of the FSS Program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance.

## 7.1 PORTABILITY IN THE FSS PROGRAM

### 7.1.A. OVERVIEW

- (1) Portability is a statutory feature of the Housing Choice Voucher (HCV) program—it is included in the law.
- (2) As such, PHAs operating an HCV FSS Program need to understand the effects that portability will have on HCV FSS families and program operation.
- (3) This part provides a general overview of portability in the FSS Program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

### 7.1.B. DEFINITIONS

For the purposes of portability with regards to the FSS Program, the following definitions will be used [24 CFR 982.4, 24 CFR 984.306]:

- (1) **“Initial PHA”** means both:
  - (a) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
  - (b) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
- (2) **“Receiving PHA”** means a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.
- (3) **“Relocating FSS Family”** refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

### 7.1.C. RESIDENCY REQUIREMENTS

- (1) Families participating in an HCV FSS Program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS Program for a minimum period of 12 months after the effective date of the contract of participation.

- (a) However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period [24 CFR 984.306(b)(1)].

(2) SAHA will approve a family's request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation only as needed for training, education, employment, support services or to meet personal family needs.

(3) Relocation and portability from SAHA's HCV program are subject to HUD regulations and SAHA's Housing Choice Voucher program policy.

- (a) For additional information on applicable policy, see "SAHA's Relocation Plan" in Sec. 12.2.E of the Administrative Plan.

- (4) After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR 984.306(b)(2)].

#### 7.1.D. Contract Of Participation

- (1) Once a family moves outside the initial PHA's jurisdiction, a determination will need to be made regarding whether the family will continue to participate in the initial PHA's FSS Program or whether it will participate in the FSS Program of the receiving PHA.

- (2) **Continued Participation in the FSS Program of the Initial PHA**

A relocating FSS family may continue in the FSS Program of the initial PHA if the family demonstrates to the satisfaction of the initial PHA 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.

- (a) For example, this could mean that 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 [24 CFR 984.306(c)].

(3) SAHA will approve a relocating family's request to continue in its FSS Program if the family reasonably demonstrates that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities

under the existing or modified contract of participation at their new place of residence.

- (4) Relocation and portability from SAHA's Housing Choice Voucher (HCV) program are subject to HUD regulations and SAHA's HCV program policy.

- (a) For additional information on applicable policy, see "SAHA's Relocation Plan" in Sec. 12.2.E of the Administrative Plan.

- (5) Should the relocating family stay in the initial PHA's FSS Program, there will be only one contract of participation. This will be the same contract as originally executed by the initial PHA [24 CFR 984.306(c)(2)].

- (6) **Participation in the FSS Program of the Receiving PHA**

When a family moves into the jurisdiction of another PHA, the relocating FSS family may participate in the FSS Program of the receiving PHA if the receiving PHA allows the family to do so. However, a PHA is not obligated to enroll a relocating FSS family in its FSS Program [24 CFR 984.306(d)(1)].

- (7) SAHA, as the receiving housing authority, will allow a relocating FSS family to participate in its FSS Program if an open slot is available at the time of relocation.

- (8) Relocation and portability from SAHA's HCV program are subject to HUD regulations and SAHA's Housing Choice Voucher program policy.

- (a) For additional information on applicable policy, see "SAHA's Relocation Plan" in Sec. 12.2.E of the Administrative Plan.

- (9) In cases where 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 remaining on the contract with the initial PHA.

- (10) The initial PHA will then terminate its contract of participation with the family [24 CFR 984.306(d)(2)].



## **7.2 THE EFFECTS OF PORTABILITY ON FSS REGULATIONS AND POLICY**

### **7.2.A. Overview**

- (1) The regulations set forth under the FSS Program will sometimes be affected by the regulations of the public housing and housing choice voucher programs.
- (2) Portability, as an integral part of the housing choice voucher program, is an excellent example of how HCV regulations can in turn affect FSS Program operation.
- (3) This part describes the specific ways in which portability affects different aspects of the FSS Program, including the escrow account, program termination, and loss of the FSS account.

### **7.2.B. Portability And The Escrow Account [24 CFR 984.306(e)]**

- (1) The escrow account is one aspect of the FSS Program that could present an issue if a participant family decides to move under portability because the family's account is administered by the initial PHA.
- (2) Regardless of whether the relocating FSS family remains in the FSS Program of the initial PHA or is enrolled in the FSS Program of the receiving PHA, FSS regulations specify that there will be a single FSS account to be maintained by the initial PHA so long as the initial PHA is ultimately paying the housing assistance payment.
- (3) However, when an FSS family is absorbed by the receiving PHA, the initial PHA transfers the family's FSS account to the receiving PHA, and the receiving PHA begins administering the account.

### **7.2.C. Program Termination, Loss of FSS Account and Termination of HCV Assistance**

- (1) Another point of consideration for PHAs is non-compliance with the contract of participation when the FSS participant family moves outside of SAHA's jurisdiction.
  - (a) In such cases, non-compliance with the contract is treated the same under portability as it is if the non-compliance occurred in the initial PHA's jurisdiction.
  - (b) According to the regulatory language, if an FSS family that relocates to another jurisdiction is unable to fulfill its obligations under the contract of participation (or any modifications to the

contract), the PHA administering the contract may terminate the FSS family from the FSS Program and the family's FSS account will be forfeited [24 CFR 984.306(f)(1)].

- (c) PHAs are no longer permitted to terminate a family's HCV program assistance if the family fails to meet its obligations under the contract of participation [FR Notice 12/29/14].

(1) SAHA policy regarding the consequences of non-compliance with the FSS contract of participation can be found in Section 5.I.D. of this Action Plan.

(a) **"Good cause"** is likewise defined in this section.

(2) Relocation and portability from SAHA's HCV program are subject to HUD regulations and SAHA's Housing Choice Voucher program policy.

(a) For additional information on applicable policy, see "SAHA's Relocation Plan" in Sec. 12.2.E of the Administrative Plan.

- (3) In the event of forfeiture of the family's FSS account, the funds in the family's FSS account will revert to the PHA maintaining the FSS escrow account for the family [24 CFR 984.306(f)(2)].

**APPENDIX A: DEFINITION OF A PERSON WITH A DISABILITY UNDER  
FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]**



A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an

impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

**APPENDIX B: REASONABLE ACCOMMODATION POLICY AND PROCEDURES**



**Reasonable Accommodation Policy and Procedures**

San Antonio Housing Authority (SAHA) is dedicated to ensuring that persons with disabilities are provided equal access to housing assistance program services and activities. If a person with disabilities requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in SAHA's services, SAHA will provide the accommodation.

A copy of SAHA's reasonable accommodation (RA) policy will be available at each public housing development, at SAHA's Central Office (818 S. Flores St., San Antonio, Texas 78204), and online at [www.saha.org](http://www.saha.org).

This policy is in compliance with the following federal laws:

- Section 504 of the Rehabilitation Act of 1973;
- Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
- The Fair Housing Act of 1968; and
- Title 24 of the Code of Federal Regulations Part 8.

There are four parts to this document:

**Part 1:** [Overview](#)

**Part 2:** [Verification of Reasonable Accommodation](#)

**Part 3:** [Denial of a Reasonable Accommodation](#)

**Part 4:** [Transfer as a Reasonable Accommodation for a Public Housing Resident](#)

## Overview

- (1) A “reasonable accommodation” is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to housing assistance.

(a) Examples of reasonable accommodations within the Housing Choice Voucher (HCV) Program may include, but are not limited to, the following:

- (i) Permitting application and recertifications to be completed by mail;
- (ii) Making documents available in large print, computer disc, or Braille;
- (iii) Conducting home visits;
- (iv) Providing an additional bedroom for a disabled family member’s medical equipment;
- (v) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;
- (vi) Permitting a family to have a service or assistance animal to assist a household member with a disability;
- (vii) Allowing a SAHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit; and
- (viii) Permitting an authorized designee to participate in the application or certification process and any other meetings with SAHA staff.

(b) Examples of reasonable accommodations within the Public Housing (PH) Program may include, but are not limited to, the following:

- (i) Permitting application and recertifications to be completed by mail;
- (ii) Making documents available in large print, compact disc, or Braille;
- (iii) Conducting home visits;
- (iv) Providing an additional bedroom for a disabled family member’s medical equipment;
- (v) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;
- (vi) Allowing a SAHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit;

- (vii) Permitting an authorized designee to participate in the application or certification process and any other meetings with SAHA staff;
- (viii) Making an offer to transfer a resident with a disability to a public housing unit with the required accessibility features;
- (ix) Making a housing unit, part of a housing unit, or public and common use areas accessible for an individual with a disability;
- (x) Permitting a family to have a service or assistance animal to assist a household member with a disability;
- (xi) Transferring a resident with a disability to a ground floor level unit; and
- (xii) Providing accessible parking spaces at properties.

- (2) SAHA is not required to make changes that would fundamentally alter the program or create an undue and administrative burden.

### **(3) Landlord Requirements**

- (a) The owner / landlord is required to abide by laws set forth in The Fair Housing Act and The Americans with Disabilities Act (ADA).
- (b) If the owner / landlord does not abide by The Fair Housing Act and ADA, SAHA may take action, including but not limited to the following:
  - (i) Denial of Request for Tenancy Approval;
  - (ii) Abatement or suspension of Housing Assistance Payments;
  - (iii) Termination of the Housing Assistance Payment Contract; or
  - (iv) Debarment of the owner / landlord from program participation.

### **(4) Definitions**

To qualify for an RA, an individual must meet the definition of “an individual with a disability” as defined by the Americans with Disabilities Act (ADA):

- (a) An “individual with a disability” is defined as a person who has a physical and/or mental impairment that substantially limits one or more major life activities and is a person who has a history or record of such an impairment or a person who is regarded as having such an impairment.
  - (i) As used in this definition, “a physical and/or mental impairment” includes any physiological disorder or condition, cosmetic disfigurement, anatomical loss, and any mental or psychological disorder.

## APPENDIX B: REASONABLE ACCOMMODATION POLICY AND PROCEDURES

- (ii) “Major life activities” includes functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- (b) Disabilities do not have to be permanent or have existed for a period of time before a reasonable request is made.



## Verification of Reasonable Accommodation

- (1) Before providing a reasonable accommodation, SAHA must determine that:
  - (a) The person meets the definition of a person with a disability, and
  - (b) The accommodation will enhance the family's access to SAHA's programs and services.
- (2) If a person's disability is obvious or otherwise known to SAHA and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].
- (3) If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to SAHA, SAHA will take the following steps:
  - (a) Provide the family with a *Request for a Reasonable Accommodation Form* to complete.
  - (b) Once complete, SAHA must obtain third-party verification from an individual identified by the family who is competent to make the determination of the above requirements: (1)(a) and (1)(b). The following entities may provide verification of a disability:
    - (i) A doctor or other medical professional,
    - (ii) A peer support group,
    - (iii) A non-medical service agency, or
    - (iv) A reliable third party who is in a position to know about the individual's disability.
  - (c) SAHA will fax/email the *Reasonable Accommodation Verification Form* to be completed by the knowledgeable professional.
    - (i) SAHA will not inquire about the nature or extent of any disability. In the event that SAHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, SAHA will note in the file that the disability has been verified, the date the verification was received, the name and address of the knowledgeable professional, and dispose of the confidential information.
  - (d) If SAHA receives adequate verification that the individual meets the appropriate definition of "an individual with a disability" and that the accommodation is necessary to enhance the family's access to SAHA's programs and services, SAHA will approve and process the request for the reasonable accommodation.
- (4) When an individual requests a live-in aide, SAHA must verify that the live-in aide passes the Criminal History Record (CHR) requirements.

- (5) SAHA will respond with a written decision to approve the requested reasonable accommodation within ten (10) business days.

### **Denial of a Requested Accommodation**

- (1) SAHA will not approve a reasonable accommodation if the individual does not meet the definition of “an individual with a disability” or the requested accommodation is not necessary and reasonable according to third-party verification.
- (2) Additionally, the reasonable accommodation will not be approved if one of the following would occur as a result of the approval:
  - (a) A violation of state and/or federal law;
  - (b) A fundamental alteration in the nature of the program;
  - (c) An undue financial and administrative burden to SAHA;
  - (d) A structurally impracticable alteration; or
  - (e) A housing unit alteration requires the removal or alteration of a load-bearing structural member.
- (3) If SAHA’s determination is to deny the reasonable accommodation, SAHA staff will forward the reasonable accommodation request and verification to SAHA’s 504 Coordinator for review.
- (4) SAHA’s 504 Coordinator will review the reasonable accommodation request to determine whether proper procedure has been followed by SAHA staff within ten (10) business days.
  - (a) If the 504 Coordinator determines that the reasonable accommodation request should be approved, the requestor will be sent a written notice of approval and the 504 Coordinator will notify the appropriate SAHA staff to process the reasonable accommodation.
  - (b) If the 504 Coordinator determines that the reasonable accommodation request should be denied, they will forward the request and verification to the Manager of Federal Housing Admissions & Terminations.
    - (i) If the Manager of Federal Housing Admissions & Terminations determines that the reasonable accommodation request should be approved, the requestor will be sent a written notice of approval and the 504 Coordinator will notify the appropriate SAHA staff to process the reasonable accommodation.
    - (ii) If the Manager of Federal Housing Admissions & Terminations determines that the reasonable accommodation request should be denied, they will forward the request and verification to the Assistant Director of Federal Housing Programs.
      - (1) If the Assistant Director of Federal Housing Programs determines that the reasonable accommodation request should be approved, the requestor will be sent a written notice of

approval and the 504 Coordinator will notify the appropriate SAHA staff to process the reasonable accommodation.

- (2) If the Assistant Director of Federal Housing Programs determines that the reasonable accommodation request should be denied, the 504 Coordinator will send a written notice of denial to the requestor.
- (5) If SAHA denies a request for an accommodation because it is not reasonable, SAHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the program and without imposing an undue financial and administrative burden.
- (6) If the request for a reasonable accommodation is denied, the requestor may submit a completed *Request for an Informal Hearing* within ten (10) business days of the date of the decision notice.
- (7) Applicants and participants may at any time exercise their right to appeal SAHA's decision through the local HUD office or the United States Department of Justice. Contact information for the local HUD office is provided below:

U.S. Department of Housing and Urban Development

615 E Houston St. #347

San Antonio, TX 78205

Phone: (210) 475-6800 | Fax: (210) 472-6804

TTY: (800) 877-8339

### **Transfer as a Reasonable Accommodation for a Public Housing Resident**

- (4) Public Housing residents may request a transfer to another unit as a reasonable accommodation or to a unit with required accessibility features.
- (5) SAHA will place the resident on the transfer waiting list for the appropriate unit type/location.
- (6) If the resident refuses a unit offer without good cause, the resident will be removed from the transfer waiting list.
- (7) SAHA will bear the moving expenses to transfer a resident with a disability as an accommodation for the resident's disability [Notice PIH 2010-26].
- (8) SAHA may make reasonable modifications to the elements in the resident's current unit to provide accessibility features unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

## **Summary**

This Data Sharing Policy sets forth the policies regarding the sharing of program administrative data maintained by the San Antonio Housing Authority ("Agency") with third-parties. The Policy governs how and under what conditions data can be used and shared. The Policy establishes guidelines regarding data use disclosure, informed consent, and third-party data request processing.

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## **(1) Background**

### **Interagency Data Sharing**

The Federal Government has increasingly promoted the use of data sharing in interagency coordination, planning, and decision making efforts. In 2010, the U.S. Government Accountability Office (GAO) released a report that indicated data sharing among federal programs could be improved and result in more timely and accurate eligibility determinations and potential program savings<sup>1</sup>. This data sharing concept was further promoted in 2013 when the GAO released a second report that reviewed how selected states and localities are sharing data to improve human services and outlined the benefits of that data sharing<sup>2</sup>.

Additionally, the US Department of Housing and Urban Development issued a notice in 2014 stating “PHAs may enter into agreements (or in some cases be required) to provide PII [personally identifiable information] to legitimate researchers under contract or other agreement with HUD to support studies on the effects and operations of HUD programs. Further, HUD encourages PHAs to supply PII to other legitimate researchers who do not have contracts or other agreements with HUD in support of such studies, so long as the PHA in question has taken reasonable precautions to prevent disclosure of PII outside of the research team.”<sup>3</sup>

And finally, in January 2017, HUD released a data sharing roadmap to provide public housing authorities with “practical guidance for establishing partnerships with school districts and using data-driven strategies to strengthen the educational outcomes of children living in HUD-assisted housing.”<sup>4</sup>

Currently, SAHA is engaged in several HUD sponsored/funded initiatives that include interagency data sharing as a strategy for improving resident self-sufficiency outcomes (i.e., Choice Neighborhood Initiative and MDRC/MTW Rent Reform Study).

### **Information as an asset**

In addition to an increased awareness of the benefits of interagency data sharing and the increased practice of incorporating data sharing as a strategy to achieve better program outcomes, there has also been a recent push for more accessible, available data. Specifically, the May 9, 2013 Executive Order, *Making Open and Machine Readable the New Default for Government Information*, established a framework to help government agencies “institutionalize the principles of effective information management...”to promote interoperability and openness”. In the memorandum to executive departments and agencies, *Open Data Policy--Managing Information as an Asset*, it states that information is a “valuable national resource and

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<sup>1</sup> See BENEFIT AND LOAN PROGRAMS: Improved Data Sharing Could Enhance Program Integrity [GAO/HEHS-00-119 Benefit and Loan Programs](#)

<sup>2</sup> See HUMAN SERVICES: Sustained and Coordinated Efforts Could Facilitate Data Sharing While Protecting Privacy [GAO-13-106 Data Sharing in Human Services](#)

<sup>3</sup> See [PIH Notice 2014-10](#)

<sup>4</sup> See The [Data-Sharing Road Map: Improving Student Outcomes through Partnerships between Public Housing Agencies and School Districts](#)

a strategic asset to the Federal Government, its partners, and the public”. By managing government information as an asset, the Federal Government can “increase operational efficiencies, reduce costs, improve services, support mission needs, safeguard personal information, and increase public access to valuable government information.”<sup>5</sup>

## **(2) Principles and priorities**

- This policy shall apply to the San Antonio Housing Authority (the Agency), its employees, and third-parties conducting business, contracting with, and/or collaborating with the Agency.
- This policy is in alignment with PIH-2014-10, U.S. Department of Housing and Urban Development (HUD) Privacy Protection Guidance for Third Parties.
- The Agency is covered by Section 6 of the Housing Act of 1937, the Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act), The Freedom of Information Act (FOIA), 5 U.S.C. § 552, and Section 208 of The E-Government Act, Housing and Community Development Act of 1987, 42 U.S.C. § 1437d (q)(4), 42 U.S.C. § 1437d (t)(2), 42 U.S.C. § 3543, and the Stewart B. McKinney Homeless Assistance Act of 1988, 42 U.S.C. § 3544, further regulate the treatment of this information.
- In addition, the Agency is subject to The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
- This policy is in alignment with the Agency's Strategic Goals, specifically, Goal #1: Empower and equip families to improve their quality of life and achieve economic stability.
- The Agency strives to foster continuous improvement by embracing and actively seeking to collaborate with partner agencies on collective impact initiatives.
- The Agency is committed to being technologically forward-thinking by using the latest technology to make data as widely and freely available as possible while safeguarding the privacy of applicants, residents, and participants, and protecting confidential data.
- The Agency is committed to protecting the rights and privacy of applicants, residents, participants, and employees.
- The Agency values data as a strategic asset to the Agency, its partners, and the public and maintains that it should be used to increase operational efficiencies, reduce costs, improve services, support mission needs, while safeguarding personal information.

## **(3) Definitions**

- Program Administrative Data (“Data”):The Agency collects and maintains information about its applicants, residents, and participants for a wide variety of purposes, including: tenant selection, periodic rent determination, property management and compliance with regulatory and contractual obligations.
- Data Sharing: Data sharing is defined as obtaining and disclosing information on individuals who are currently or were in the past receiving housing assistance from the Agency or on one of the Agency’s housing waitlists.

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<sup>5</sup> See [M-13-13 Subject: Open Data Policy--Managing Information as an Asset](#)

- Personally Identifiable Information (PII). PII is defined in OMB M-07-16 as “. . . information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.” (PIH-2014-10). Further, all data contained in any Criminal Offender Record Information (CORI), medical history, and data regarding domestic violence or other violent crime shall be Identifiable Data.
- The Agency designates the following PII categories:
  - Directory Information: Directory information is personally identifiable information contained in a record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory Information often includes:
    - Resident Name(s)
    - Address Information (local, permanent, and email)
    - Telephone number (local and permanent)
    - Date of Birth
    - Housing Program
    - Dates of housing assistance
    - EntityID
    - Relationship defined by 50058 to include: “Head”, “Co-Head”, “Spouse”, “Other Adult”, “Youth Under 18”, “Live-In Aide” (note: categories do not reflect familial relationships)
  - Non-Directory Information: Non-Directory Information is also referred to as “Sensitive Personally Identifiable Information”. Non-Directory Information is defined as PII that when lost, compromised or disclosed without authorization could substantially harm an individual. (PIH-2014-10) Non-Directory Information includes, but is not limited to:
    - Social Security Number
    - Driver’s License Number
    - Medical record including disability status
    - Financial account numbers such as credit or debit card numbers
    - Case Management Data such as case manager notes and social services referred and received
    - Employment information such as income and source of income
- De-identifiable Information: De-identifiable Information is defined as records and information that are de-identified from all personally identifiable information including but not limited to any information that a reasonable person in the community would be able to link to a specific resident.
- Aggregate Information: Aggregate information is defined as development, program, neighborhood, or agency-wide reports that group resident-level data or household-level data into summary information, eliminating the disclosure of PII. In some cases, one or more residents and/or households may possess a unique or uncommon characteristic (or a combination of characteristics) that would allow them to be identified in the



summary information without the actual disclosure of PII. In these instances, the aggregate information is suppressed due to the risk of disclosure.

#### (4) Data Use and Sharing

As a general policy, the Agency requires a data use disclosure to be provided to all applicants, residents, and participants on an annual basis. Additionally, in general the Agency requires a release of information or informed consent from a resident prior to sharing any data about that resident with another entity unless it has been de-identified and/or aggregated to prevent the identification of that resident in the record or summary information. The Agency is subject to federal, state, and local laws that permit the sharing of selected information under specific circumstances without prior consent.

All information provided to SAHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and is not entered into a sharable database. As such, this information is generally not disclosed. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SAHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed [24 CFR 5.2007(b)(4)] .

For the full policy on VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY, see the ACOP, Part VII, VII.E. "VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY" section, and the Administrative Plan, Chapter 16, 16.9 "VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION,CONFIDENTIALITY" section.

Outlined below are the data use and data sharing purpose categories the Agency may engage in. For each category, the matrix identifies what type of data may be disclosed and whether prior consent is required.

Data Use/Data Sharing Purpose	What type of data may be disclosed? Asterisk (*) indicates where prior consent is required *As part of the admissions process, HUD requires standard informed consent/release of this information **requires additional informed consent/release of information			
	Directory	Non-Directory	De-Identified	Aggregate
<b>ADMINISTRATIVE:</b> PII may be shared for the purposes of eligibility, enrollment, and recertification for housing assistance provided the Agency has obtained prior consent. All residents are required to sign release of information forms including HUD-9886 to facilitate this type of data collection and sharing. The Agency may also use PII for auditing purposes, trend analysis, and internal research to improve the Agency's business practices – including the development, revision,	YES*	YES*	YES	YES

and implementation of agency policies and programs. The Agency may aggregate PII Information to generate internal and external aggregate reports provided that it is done in a way that eliminates the risk of disclosure of PII information.				
<b>RESEARCH:</b> PII Information may be shared with legitimate researchers when the Agency is engaging in program evaluation or research as identified in Notice PIH-2014- 10, including: (1) Providing data to legitimate researchers under contract or other agreement with HUD to support studies on the effects and operations of HUD programs and (2) Providing data to other legitimate researchers who do not have contracts or other agreements with HUD, so long as SAHA has taken reasonable precautions to prevent disclosure of personally identifying information outside of the research team. Such reasonable precautions generally involve written agreements between SAHA and the researchers that specify the legal obligations of the latter to protect the information from disclosure. If the Agency shares non-directory personally identifiable information it will be used for matching records only, the resident information will be destroyed once the matching has occurred, and the resident information cannot be linked back to the final research results made available to the public.	YES	YES	YES	YES
<b>SAFETY and SECURITY:</b> PII may be shared with law enforcement for the purposes of achieving maximum coordination and cooperation in combining resources to improve the quality of life of residents by reducing criminal activity in and around SAHA properties and in and around areas of the city where vouchers are being utilized. Such information is required under 28 CFR 23.1 et seq to be kept by receiving law enforcement agencies as confidential intelligence information and will only be used in accordance with the laws related to the gathering of criminal intelligence defined as "data that is relevant to the identification of and the criminal activity engaged in by an individual who or organization which is reasonably suspected of involvement in criminal activity" [28 CFR 23.1].	YES	NO	YES	YES
<b>PUBLIC INFORMATION REQUESTS:</b> Certain information about residents is considered directory information and will be released to anyone who follows the procedures for requesting the information. Resident directory information may be released to any company, individual, or group that requests it in accordance with the Texas Public Information	YES	NO	YES	YES

Act (TPIA).				
<p><b>INTERVENTION/OUTREACH THROUGH COMMUNITY PARTNERSHIPS:</b> PII may be shared for the purposes of program oversight and accountability including but not limited to activities that allow for a better understanding of how services are being provided and the degree to which they are effective; the number and populations of clients served and the extent that they are accessing multiple services; and to monitor outcomes of participants across domains (e.g., education, employment or health). If non-directory PII is shared, the Agency must obtain prior consent.</p> <p>Community Partners with whom release and receipt of information may include, but is not limited to: US Department of Housing and Urban Development, TX Attorney General Office, Local government, US Department of Veteran's Affairs, TX Department of Health and Human Services, Choice and Promise Neighborhood Initiative partners, US Social Security Administration, Courts, Law Enforcement Agencies, Probation/Parole Officers, City Welfare Departments, TX Department of Housing and Community Affairs, Outreach Workers and Case Managers, and Utility Companies.</p>	YES	YES**	YES	YES
<p><b>EDUCATION:</b> PII may be shared for the purposes of partnering with school districts to improve attendance and educational outcomes of residents. SAHA may also receive education records from the school district. If non-directory PII is shared, the Agency must obtain prior consent.</p>	YES	YES**	YES	YES

\*requires standard informed consent/release of information as part of the admissions process

\*\*requires additional informed consent/release of information

## (5) Consent

- The Agency must allow residents to opt in of data sharing at any time except where prohibited by law.
- The consent must:
  - Be signed and dated by all residents 18 years and older;
  - Be signed by the legal guardian of all residents under the age of 18.;
  - Specify the information that will be shared;
  - State the purpose of the disclosure; and
  - Identify the party or class of parties to whom the disclosure may be made.
- "Written consent" includes a record and signature in electronic form if it
  - Identifies and authenticates a particular person as the source of the electronic consent; and

- Indicates such person's approval of the information contained in the electronic consent.

#### (6) Roles and Responsibilities

- The Agency must inform applicants, residents and voucher holders on an annual basis of the current data sharing policies.
- The Agency must disclose to applicants, residents and voucher holders how the Agency uses and shares their information.
- The Agency must obtain proper consent prior to sharing any PII/Non-Directory Information.
- The Agency's **Chief Administrative Officer** ("Officer") enforces this policy.
- The Agency's **Compliance Manager** serves in the capacity of the Data Sharing Compliance Monitor. Such individual reports to the Officer and serves as the point of contact with data sharing partners for purposes of ensuring data sharing compliance and is designated as the "DSA contact" for all executed Data Sharing Agreements.
  - Other duties of the Data Sharing Compliance Monitor include ensuring a privacy impact assessment has been completed and documented, the DSA has been executed as applicable, the Agency has any applicable consents from residents, and coordinates with the Innovation Technology department to initiate and implement the prescribed data sharing protocols which includes reviewing the data prior to disclosure. In addition, the Data Sharing Compliance Monitor will manage all documents in one central location and keep the list of partners up-to-date on [www.saha.org](http://www.saha.org).
- The Agency's **Data Sharing Compliance Committee** (DSCC) will serve as the data sharing subject matter experts for the agency. The committee must include a representative from the following departments: Innovative Technology, Legal, Compliance, Internal Audit, and Policy & Planning. In addition, on a case by case basis, data stewards from the department for whom the data request covers should be included on the committee. The committee is responsible for completing the privacy impact assessment.
- The Agency's department/staff who receives the data sharing request serves as the point of contact with the partner for the term of the Data Sharing Agreement and is designated as the "Partnership Liaison" in the agreement. The department/staff is responsible for submitting the initial data request form, completing the DSA template, and reporting on the outcomes of the data sharing agreement.

#### (7) Data Sharing Process

- If the Agency receives an information request from the general public, the request follows the Public Information Request process as outlined in the agency's Public Information Request policies.
- Information requests from established partner agencies or potential partner agencies follows the data sharing partnership process as outlined below.

- Data Sharing Request
  - The Agency department/staff who receives the request completes a data sharing request form and submits to the Compliance Manager.
- Data Sharing Request: Review and Approval
  - The Compliance Manager reviews the request and convenes the Data Sharing Compliance Committee (DSCC).
  - The DSCC reviews the request and completes the privacy impact assessment.
    - Privacy Impact Assessment: At time the Agency receives a request for the disclosure of information, a privacy impact assessment shall be conducted by the department receiving the request and reviewed by the legal department prior to any disclosure to a partner agency. The Assessment must include:
      - General business purpose for sharing the data
      - Review of Identifiable data being requested
      - Review of third-party security controls
      - Review of current consent forms and applicability
    - Data Sharing Partnerships: If the privacy impact assessment results indicate the risk of disclosure is acceptable, The Agency may enter into data sharing partnership with the requesting agency.
  - The Agency department/staff who submitted the original request completes the data sharing agreement template and submits to the Compliance Manager.
  - The Compliance Manager coordinates the approval process which includes: legal review, CAO approval, and contract execution.
- Data Gathering & Documentation: Once approval is granted, data gathering, data documentation, and final contract execution with partner is completed.
- Data Review: Prior to the sharing of any information under the agreement, data must be reviewed by the compliance manager, DSCC, and the original department/staff to ensure all data is in compliance with the DSA and the data meets the business needs of the partnership. In addition, the data sharing partnership must be added to the list of data sharing partners listed on the website, [www.saha.org](http://www.saha.org).
- Data Share: Once data review is completed, data shall be shared in accordance with the standard of care procedures outlined in the DSA.
- Evaluate: The Agency must review all DSAs on a regular basis to ensure the partnership is compliant with applicable law and continues to support the Agency to increase operational efficiencies, reduce costs, improve services, support mission needs, while safeguarding personal information.
- Data Sharing Agreement (DSA): The Agency must require that any third party that has access to PII/Non-Directory Information execute a standard Data Sharing Agreement,

binding the third party to the requirements of this policy. A DSA may be part of a memorandum of understanding.

- the Agency must require redisclosure limitations under any DSA that prohibits the re-disclosure of data except as allowed under the Computer Matching and Privacy Protection Act of 1988.
- the Agency must require adequate and effective security controls of third parties to protect the confidentiality, availability, and integrity of all systems and data.
- Both the Agency and third party agencies receiving data should consider and apply all appropriate management, operational, and technical security controls commensurate with the level of risk and magnitude of harm that would occur if the security of the data and the systems that process it were breached. In particular, physical security needs, personnel security needs, network security, procedures for the retention and timely destruction of identifiable records.

#### **(8) Data Access & Security**

- The Agency data is kept on servers behind a best-of- grade firewall and is protected by intrusion detection technology, up-to- date virus protection and current system patches.
- Access to Agency data is limited to staff only on a need-to- know basis via network accounts with passwords that are required to be at least 8 characters long and must consist of a mixture of alphabetic, numeric and special characters. Passwords must be changed every 30 days.
- All staff are required to undergo Data Security Awareness training annually.
- The Agency may enter into an agreement with a third-party to host data as long as the agreement is in compliance with applicable law and confidentiality requirements.

#### **(9) Data Providers' Rights**

- Applicants, residents, voucher holders or other participants in the Agency programs have the following rights, provided by Section 552a(b) of the Privacy Act, in regard to their Personal Data collected by the Agency.
- Right to consent to disclosure of PII.
- Right to be informed annually on the Agency's Data Sharing Policy.
- Right to withdraw consent at anytime by contacting the Data Security and Privacy Officer.
- Right to be notified if the Agency receives a legal order to release PII data, in accordance with the provisions of the Privacy Act.
- Right to inspect and copy any data collected about them at Provider's expense, except as provided by the Privacy Act.
- Right to ask questions and receive answers from the Agency regarding processes and procedures for data collection and use.
- Right to object to the collection, maintenance, dissemination, use, accuracy, completeness or type of data held by the Agency. The Agency shall investigate the objection and shall either correct the problem or make the objection part of the person's file. If individuals are dissatisfied, they may request an internal hearing with Agency staff.

- Right to grant or withhold their permission when requested to provide information or release of information; however, failure to permit the Agency to obtain the required information or agree to its release consistent with this Policy may result in delay, ineligibility for programs, or termination of tenancy or housing subsidy.