

SECTION 2: SECTION 8 FSS ACTION PLAN

**The City of Covington
Department of Development**

**Family Self-Sufficiency Program
Action Plan**
JULY 2014 (REVISED)

City of Covington
Department of Development
Section 8 Program

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NEEDS ASSESSMENT

According to the 2010 Census, 21.5 percent of Covington families were below the poverty level established by the Federal Department of Health and Human Services. The median household income in the City of Covington is \$35,352 (2010 Census). The very low-income family is faced with a variety of problems that limit economic opportunities. These problems are generalized as follows:

- lack of employment at adequate salaries
- limited education
- availability and high costs of child care
- lack of transportation
- lack of affordable housing
- substance abuse

At this time, it is anticipated that a minimum of 50 families within the county could potentially benefit from the FSS program. The FSS program coordinator will assist the FSS participants in a plan to become self-sufficient and offer supportive services to these families by utilizing the various community resource agencies.

GOAL OF THE FAMILY SELF-SUFFICIENCY PROGRAM

The goal of the City of Covington Family Self-Sufficiency (FSS) program is to provide a comprehensive support program that combines housing assistance with the appropriate services to help families become self-sufficient and financially independent.

PROGRAM OBJECTIVES

1. To provide supportive counseling services that will enable families to identify individual needs and goals.
2. To develop programs which teach basic self-sufficiency skills.
3. To provide homeownership counseling education so that families may purchase homes once they are economically stable.
4. To break the generational dependence on welfare.
5. To provide needed services to FSS participants on an individual basis, whether in-house or to make a referral to an outside agency.
6. To recognize the individual uniqueness of each family member and to regard them with dignity and respect.
7. To assist participants in identifying internal and external barriers which have previously kept them from achieving self-sufficiency.

DEMOGRAPHICS

The FSS program provides services to eligible families who are currently receiving housing assistance through The City of Covington Section 8 Housing Choice Voucher program. Federal regulations require that this action plan include demographics of the families expected to participate in the FSS program. The following demographics include the 52 families who are currently on the FSS program, as well as all families that participate in the City of Covington HCV program, who may currently or in the future be able to participate in the FSS program.

	Non-Hispanic	Hispanic
Caucasian	755	7
Black or African-American	340	0
Native American or Alaskan Native	0	0
Asian	3	0
Native Hawaiian or Pacific Islander	2	0
Multi-Racial	13	0

Head of Household:

Single Head of Household: 1,038

Joint Head of Household: 82

Employment Statistics:

Participants Employed: 29%

Average Annual Income: \$11,664

FSS PROGRAM COORDINATING COMMITTEE (PCC)

The FSS Program Coordinating Committee (PCC) meets four times a year and is comprised of members of both the public and private sectors. In an effort to work smarter, the City of Covington HCV program, Campbell County HCV program, Neighborhood Foundations HCV program, and Boone County HCV program have formed a combined PCC. Representative agencies and their staff that comprise the PCC may be changed from time to time without a formal amendment to the Action Plan. Some or all of the agencies listed below may offer supportive services to families enrolled in the FSS Program.

Membership in the PCC will be drawn from a variety of agencies and individuals, which includes but is not limited to:

- ❖ Be Concerned
- ❖ Brighton Center
- ❖ Catholic Social Services of Northern Kentucky
- ❖ The City of Covington
- ❖ Community Action Commission
- ❖ Department of Community Based Services
- ❖ Division of Employment Services
- ❖ Gateway Community College
- ❖ Legal Aid of the Bluegrass
- ❖ Life Learning Center
- ❖ Northern Kentucky Health Center
- ❖ Northern Kentucky University
- ❖ Northern Kentucky One Stop
- ❖ Safety Net Alliance
- ❖ Section 8 FSS program participant
- ❖ Section 8 Homeowner
- ❖ United Way
- ❖ Welcome House
- ❖ Women's Crisis Center

FSS SELECTION PROCESS

It is the policy of the City of Covington Section 8 Housing Program to comply with all Federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. No person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the FSS program on the ground of race, color, sex, religion, national or ethnic origin, familial status, source of income, or disability. In addition, FSS staff will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program (see Requests for Reasonable Accommodations below).

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

At all times, the City of Covington Section 8 program will select families for participation in the FSS program in accordance with HUD guidelines.

The City of Covington Section 8 Housing Program anticipates using up to 50 units for the FSS program. Participation in the FSS program will be voluntary. However, the program will be offered to all Section 8 Voucher holders in the following manner. A "yes or no" letter of interest will be provided to all Section 8 participants at their annual recertification and during scheduled briefings. Detailed information on the FSS program will be mailed to any individual who marked "yes" on the letter of interest. Individuals who then decide they want to participate in the FSS program will contact the FSS coordinator to schedule a meeting to enroll into the program. All FSS

candidates must certify to the Housing and Community Development Department participation or non-participation in the FSS program by returning the letter marked "yes" or "no" to participate. In the event that the letter of interest is not returned to the FSS coordinator, the assumption will be made that the participant does not wish to participate.

1. Current participants in the Section 8 Housing Certificate and Voucher Program who responded "yes" to participation and attended the enrollment meeting for the FSS program will be selected by earliest date of response.
2. An FSS waiting list will be comprised of current Section 8 Housing Voucher Program tenants who responded "yes" to participation, but failed to respond by the designated date on their letter. The waiting list will be utilized once current participants responding "yes" have enrolled or declined enrollment into the program.
3. In the event that all slots are filled, tenants who are interested in joining the FSS program will be put on a waiting list according to the date they return their Certificate of Participation letter. If the PHA is forced to skip a family on the waiting list due to an unavailable key service, the family will be served with the next available FSS slot when the service becomes available.

* The PHA will receive transferring participants if there are available FSS slots.

At recertification time, the Section 8 Housing staff will briefly explain the FSS program and its benefits. The tenant signs a FSS Letter of Interest at that time, saying either: "yes" they are interested in participation or "no" they have no interest. The case manager will send a letter explaining how the program works to individuals who have said "yes" and invite them to meet with the case manager personally. This process seems to be an improvement over a group setting because the tenant is not embarrassed to ask relevant questions. However, the best approach to efficiently recruiting participants may require the case manager to have large orientations instead.

OUTREACH EFFORTS

Efforts will be targeted equally to minority and non-minority families to ensure that non-English and limited English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing. Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers to community agencies and partners (both private and public), mass mailing of program information to current City of Covington Section 8 Housing voucher Program tenants, City of Covington website, at briefings to incoming Section 8 participants, on the Safety Net Alliance website and at the monthly meetings. Interpreters will be used as needed and clients may contact staff via our TTD telephone line or by email. Outreach informational material about the FSS program may include:

- Details about program history;
- Available resources;
- Requirements for eligibility;
- Application procedures;
- Participant responsibilities; **and/or**
- Program benefits.

Referrals for the FSS program may be accepted as described above under the heading FSS Family Selection Procedures. Referrals will be screened for eligibility, and selection made in accordance with HUD guidelines.

INCENTIVES TO ENCOURAGE PARTICIPATION

As part of the FSS program, The City of Covington Section 8 Program offers incentives to encourage participation and enhance the participant's ability to achieve self-sufficiency. The City of Covington will establish an FSS Escrow Account for each eligible participating family in accordance with HUD guidelines as a financial incentive for program participation. Additional incentives include, but are not limited to, enhanced opportunities for education, training and employment. FSS participants have access to financial counseling, credit repair, homeownership workshops, and available resources about the home buying process. FSS participants also have a number of personal incentives for involvement including structured goal planning, greater opportunity to increase their standard of living, an enhanced support system, increased self-esteem, etc. The City of Covington reserves the right to revise this plan when and if additional official incentives can be offered.

APPLICATION AND ASSESSMENT FORM

The application and assessment form will evaluate employment potential, housing needs, education background, job training, child care, transportation, and any other special needs, such as health and grooming deficiencies that could inhibit the participant from achieving self sufficiency. The assessment will focus on the particular individual's unique talents, interests, short and long-range goals, skills and needed support services and any special problems, such as lack of basic educational skills. The FSS Case Manager will encourage FSS participants to think realistically about their needs, the amount of money needed to support themselves or their families and the kinds of jobs that will lead to self-sufficiency. The case manager will encourage the FSS participant to identify obstacles -- lack of education, a disabled child, or lack of a strong family support system. The case manager must also help the family identify special needs such as child-, drug-, or alcohol abuse counseling and then determine how these services can be provided.

INDIVIDUAL SERVICE AND TRAINING PLAN (ITSP)

The FSS Case Manager will utilize information in the application and assessment form to write an ISTP. The ITSP will identify the specific activities and services to help the FSS participant become self-sufficient. The ITSP must be developed cooperatively by the participant and case manager and identify individual needs and resources. The ITSP must specify every FSS component that must be completed by the FSS participant, in addition to the scheduled time frame for component completion. For example, an educational component might include that the FSS participant must pass the GED. Counseling components must also be addressed in the ISTP. The ISTP must be reviewed at least annually. The family may amend the components of the ISTP upon annual evaluation or when needed. Annual evaluations of ISTP's should coincide with the tenant's Section 8 re-examination.

CONTRACT REQUIREMENTS

The contract specifies that the head of the family must seek and maintain suitable employment after completion of the job training programs/post secondary education listed in the individual Training and Services Plan. Suitable employment and job search requirements will be based upon the skills, education, and job training of that

individual and will be specified in his/her ITSP. The head of the family and those family members who have decided to execute an ITSP must:

- Complete the activities within the dates listed in each ITSP.
- Provide the HA and HUD with information about the family's participation in the FSS program in order to help the HA and HUD evaluate the FSS program. This could include information regarding employment, job interview, training, education attendance, and other FSS services and activities.
- Comply with terms of the lease.
- If receiving welfare assistance, become independent of welfare assistance and remain independent of welfare assistance for at least twelve consecutive months before the contract expires.
- The family must live in the jurisdiction of the HA that enrolled the family in the FSS program at least 12 months from the effective date of this contract and comply with the family obligations under the Section 8 rental certificate of rental voucher program.

CONTRACT OF PARTICIPATION

The Contract will be executed by an FSS participant and the PHA when the family enters the program. It states the responsibilities of an FSS participant, including the conditions or causes for termination from the FSS program. Each family's service package will be individually designed to meet its particular need for services, training, counseling, and other assistance. The head of the family must agree to seek and maintain employment throughout the contract; however, this may include attending educational training full time. If the head of the household is attending educational training part time, then the head will have to seek and maintain employment part time. (Part time enrollment will be based upon the school's policy and part time employment will be based on number of hours the head of the household is actually in the classroom). The FSS Head of Household will be the individual who assumes legal and moral responsibility for the household and is listed on the application as head. The contract is for 5 years, but may be extended for 2 years for good cause, upon a written request from the family. As used in this paragraph, "good cause" means circumstances beyond the control of the participating family such as serious illness, involuntary loss of employment, or to finish an educational or training program. The Individual Training and Service Plans may be modified as family circumstances change, if the changes are mutually agreeable to the family and the PHA.

FSS ESCROW SAVINGS ACCOUNT

The tax-free escrow account offers a family the opportunity to save for the future. During the term of the Contract of Participation, the PHA will establish an interest-bearing account to which the PHA will contribute a portion of the increase of rent that would otherwise result from increases in earned income. If there is no earned employment income, there is no contribution to an escrow account. The family may withdraw the escrow account only when it has completed its Contract of Participation and no longer receives any Federal or State welfare assistance. Welfare assistance is limited to income assistance under TANF or a state program of general assistance. SNAP (food stamps), medical assistance, childcare assistance, TANF funded work supports such as transportation assistance and disability benefits are not considered "welfare assistance" for purposes of this FSS requirement.

As there are no restrictions on what can be purchased with the money put in escrow, families may use the funds to pay for cost of moving to private rental housing, the down payment and closing costs on the purchase of a home, or additional training or education.

The escrow account is forfeited if the Contract of Participation is terminated or the Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions.

* Note: If a participant becomes ineligible for Section 8 housing assistance as a result of being over income, the escrow match will cease the month the participant begins to pay their full rent.

Regardless of whether the relocating family is in the initial or receiving HA's program, there will be one single FSS account. This account will be maintained by the initial HA if the receiving HA administers the Certificate or Voucher.

If a family does not meet their FSS obligations and is terminated from the FSS program, but continues to receive Section 8 assistance, they will be permitted to participate in the FSS program again, following a six month period demonstrating that they are capable of fulfilling their FSS goals.

Escrow Account Deposits:

Escrow deposits are calculated on increases in earned income as they impact the family's Total Tenant Payment (TTP) at the time the Contract of Participation was executed. Escrow credit calculations will be made whenever HA conducts an interim or annual reexamination during the Contract of Participation. The HA will credit escrow accounts monthly and calculate interest quarterly. At least annually, the HA will provide FSS families with an escrow statement reflecting beginning and ending balances, deposits, withdrawals, and interest accrued.

INTERIM DISBURSEMENT OF ESCROW FUNDS

Federal FSS Regulations explain warranted expenses in which a client may capture an interim disbursement as the following:

The HA may, at its sole discretion, disburse a portion of the funds from the families' escrow account during the Contract period for contract-related expenses if the family has:

- Fulfilled certain Interim Contract goals
- Needs a portion of the FSS account funds for purposes consistent with the contract such as:
 - a) School tuition or other school costs
 - b) Job training expenses
 - c) Business start-up expenses
 - d) Car when public transportation is unavailable or inaccessible to the family
 - e) Other job-related expenses that will allow the FSS participant to maintain employment

PROCEDURES FOR REQUESTING AN INTERIM DISBURSEMENT

Interim withdrawn procedure:

Participants in good standing with the FSS program and HA will be allowed to request money from their escrow accounts prior to the completion of their Contract. The early withdrawal of funds must be used for continuing growth and for reaching the goals articulated in the ITSP. *Withdrawals can only be made once during a six (6) month period.* All FSS families with an escrow balance are eligible to request a withdrawal.

The head of household must submit a written request for an interim to the FSS Coordinator for an interim withdrawal (see Attachments). The request must include:

1. The amount of money requested;
2. The amount of money the family will be investing if any;
3. How the funds will be used;
4. How this will facilitate their movement toward self-sufficiency;
5. An assessment of their progress on their self-sufficiency goals;
6. Alternative funding sources they have tried; **and**
7. Documentation of expenses.

The FSS program reserves the right to request that the family attend a meeting for clarification of the withdrawal request before a determination is made and/or require additional documentation prior to making a decision. Interim disbursements will only be allowed a maximum of once every six months and may not exceed ½ of total escrow balance.

Final Disbursement of Escrow:

Final disbursement of the FSS Escrow Account will be made to the FSS head of household when a written request is submitted (see Attachments) and:

1. The family has met the obligations as defined in the Contract of Participation (see Contract Completion); **-or-**
2. Whenever 30 percent of the family's monthly adjusted income equals or exceeds the existing Fair Market Rent for the unit size for which the family qualifies, provided no member of the household is receiving welfare (as defined by FSS) at that time.

Forfeiting of the Escrow Account:

Funds in the FSS Escrow Account will be forfeited if:

1. The Contract of Participation, including any extension, expires and the obligations are unfulfilled;
2. The FSS family loses their housing assistance;
3. The FSS family is deemed to be out of compliance with the FSS program and is terminated; **and/or**
4. The FSS family voluntarily terminates their enrollment in the FSS program.

CONTRACT COMPLETION

In order to successfully complete the FSS Contract of Participation and receive any money in the FSS Escrow Account, participants must meet the following criteria:

1. The head of household has obtained suitable full-time employment (as defined below) and maintained it for at least six (6) months.

2. All members of the household have been independent of welfare for at least twelve (12) consecutive months. Welfare is defined as income assistance from Federal or state welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. It does *not* include food stamps, Social Security payments, Medicaid, or similar benefits.
3. All activities listed on the Individual Training and Service Plan must be completed within the designated timeframes.
4. The household is in full compliance with the lease, including no monies owed for unpaid rent or damages.
5. Attend a budgeting class/workshop within 2 years of enrolling into the program

Full-time employment is defined as:

- For hourly or salaried employees – at least 32 hours per week
- For self-employment – net earnings (after business expense deductions) of at least 32 hours per week at minimum wage.
- Accommodations for disabled individuals – Requests for accommodation must be submitted in writing and supported by a written statement from the individual's medical provider at least 120 days prior to program completion. The statement will include a recommendation from the medical provider as to a specific number of hours that the individual is able to work due to disability. Requests will be considered on a case-by-case basis.

Suitable employment is defined as follows:

- Employment with an established, legitimate business (the participant is receiving a regular paycheck from which taxes and other required deductions are withheld) **-or-**
- Self-employment which is verifiable through signed Federal income tax returns (with Schedule C).
- Contracted or commission employment will be considered if it meets the hourly/income requirement, is verifiable, and is being declared for tax purposes.
- Informal employment which does not meet the criteria listed above will not be considered (employment where income is not declared for tax purposes).
- Employment must be considered a lawful activity.

REASONS FOR CONTRACT EXTENSION

- A. Serious illness in the immediate family;
- B. Pregnancy
- C. Training program is no longer being offered;
- D. If employment would result in a net loss of income if the family's gross income is reduced because of higher out of pocket work-related expenses;
- E. Participant has lost his/her job through no fault of his/her own;
- F. To allow the family to meet the final goal of full time employment, if the family has recently secured the employment but needs additional time to maintain the employment for 6 months.

- G. To allow the family to meet the interim goal of remaining off welfare assistance for at least one year prior to expiration of the contract;
- H. Serious injury that interferes with employment opportunities;
- I. Wage rates are decreased subsequently to acceptance of employment;
- J. Temporary military assignment;
- K. Temporary incarceration (less than 60 days) for nonviolent, non-drug related offenses or court required appearances.
- L. To finish a post secondary educational program or job training program; **-or-**
- M. Other circumstances that are beyond the control of the family and that are deemed as good cause by the FSS coordinator.

Extensions will not be granted for loss of employment due to voluntary termination or lack of performance on the part of the FSS participant.

All requests for extension must be submitted in writing prior to expiration of the Contract of Participation. The request letter should include the following components:

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

Participants will be notified in writing of the FSS coordinator within ten (10) business days and may request an informal hearing if they disagree with the decision (see Hearing Procedures below).

During the extension period, the family will continue to be eligible to receive deposits into the FSS Escrow Account. The FSS Head of Household will be required to continue abiding by the Contract of Participation, Program Completion Agreement, and Individual Training and Services Plan, as well as keep in regular contact with a FSS case manager during the extension.

CHANGE IN HEAD OF HOUSEHOLD

The FSS head of household is the head of household designated on the family's housing assistance for purposes of rent determination. The head of household is responsible for the requirements under the Contract of Participation, Individual Training and Service Plan, Program Completion Agreement, and other related documentation. If a family wishes to transfer head of household status, it can only be made with the permission of the housing specialist and only to an adult member of the household who is listed on the family's lease/rental agreement. This person must also elect to assume all of the responsibilities, conditions, and terms as the FSS head of household listed in the Contract of Participation, Individual Training and Services Plan, Program Completion Agreement, and other related documentation.

A written request must be submitted to the FSS program (see Attachments) and will be attached to the Contract of Participation as an amendment. The request must contain the following:

- Name of new designated head of household;
- Effective date of change;
- Signature of new head of household;
- Signature of the FSS case manager; **and**
- The date signed

The new Head of Household will be required to develop their own Individual Training and Services Plan. The contract expiration date and baseline income and TTP figures will remain unchanged.

PORTABILITY

The family may exercise portability once they have leased a Section 8 unit in the initial HA jurisdiction for twelve months after the effective date of the FSS contract. However, the family will forfeit their local supportive services. (Note: If a family is subject to termination in the FSS program because of failure to meet a contract obligation, the family will not be allowed to use a portability move to avoid the consequences of such failure.) In such cases, the HA may exercise its authority to terminate the family's Section 8 assistance.

A relocating family may participate in the FSS program of the receiving HA if approved by the receiving HA. A HA is not obligated to accept a relocating FSS family in its program. It also must be determined whether the city being relocated to participates in an FSS Program. A relocating family must submit in writing to the FSS coordinator a statement requesting any FSS escrow balance be transferred to the receiving HA. The statement must include the name and contact information for the receiving HA.

If the receiving HA permits the family to participate, the receiving HA enters into a new contract with the family for the term remaining on the initial HA's FSS contract. The initial HA will terminate its FSS contract with the family.

TERMINATION FROM FSS

Reasons for termination of FSS participation:

1. If a family member vacates a unit without proper notice to the owner and the PHA, according to the City of Covington Section 8 Administrative Plan, the family will be considered in violation of family obligation and the family's FSS supportive services, contract, escrow account, and Section 8 assistance will be terminated.
2. If the family has committed fraud in connection with the Section 8 Housing Program and/or Family Self-Sufficiency Program, the family's FSS supportive services, contract, and escrow account will be terminated and the PHA may terminate Section 8 assistance. In this case, the family will be given an opportunity for an informal hearing.
3. If the participating family is terminated from the Section 8 Housing Voucher Program for any reason including, but not limited to, drug-related criminal activity or violent criminal activity, they will be automatically terminated from the FSS program and their escrow account and supportive services forfeited.

4. The FSS must clearly show their motivation by seeking and maintaining employment.
5. If the head of the FSS participating family refuses to seek or maintain suitable employment (as stated in the ITSP) during the term of the contract or fails to live up to the other obligations under the contract, the following action will be taken:
 - a) The head of the household will be sent a letter requiring him/her to meet with the Family Self-Sufficiency case manager to determine the reason he/she refuses to seek or maintain suitable employment, or why they are not fulfilling their contractual obligations and to develop a written plan of action to correct the problem. (The plan will be signed by the case manager and the head of the household). If the individual does not meet with the FSS Case Manager within ten (10) working days from the date of notification, the family will be regarded as non-compliant with the FSS contract and the family may forfeit the FSS supportive services, FSS escrow account, and Section 8 assistance.
 - b) If the reason for not seeking or maintaining suitable employment, or failure to fulfill contractual obligations is determined not to be a good cause exemption, the contract will be void. FSS supportive services will be terminated and the FSS escrow forfeited, however, Section 8 assistance may continue.

Involuntary Termination:

Participants may be denied or involuntarily terminated from FSS under the following circumstances:

- A. If the participant fails to meet their obligations under the Contract of Participation, the Individual Training and Services Plan, the Program Completion Agreement and related documentation. Non-compliance includes:
 - a. Missing scheduled meetings;
 - b. Failure to return phone calls;
 - c. Failure to maintain consistent contact;
 - d. Failure to complete quarterly updates/ reviews;
 - e. Failure to work on activities and/or goals set forth in the Individual Training and Services Plan;
 - f. Failure to complete activities and/or goals within the specified time frames; **and/or**
 - g. Failure to participate in job related activities (i.e. employment, education, training, workshops, completing applications, etc).
- B. If the participant owes money to the PHA or any other PHA in connection with the Section 8 program or the Public Housing program;
- C. If the participant breached an agreement to pay back amounts owed to Section 8 for payments made on behalf of the family to an owner in the Section 8 program;
- D. If the participant has committed fraud in connection with any Federal housing assistance program;
- E. If the participant failed to meet any obligations under the lease;
- F. Expiration of the Contract term or any extension of the Contract without completing the criteria for program completion as outlined under the section Contract Completion;
- G. If the participant's Section 8 rental assistance is terminated;

H. By operation of law; **and/or**

J. By such other act as is deemed inconsistent with the FSS program.

Participants who fail to meet their obligations under the above circumstances will be given the opportunity to attend a required meeting with the FSS case manager to resolve the problem. At this meeting, a review of the Contract of Participation, Individual Training and Services Plan, Program Completion Agreement, and all related documentation will be conducted and amendments will be made as necessary (within HUD guidelines) to allow for changes in circumstances. Failure to contact the FSS case manager to schedule this meeting within ten (10) days of Section Eight's written request for a meeting or failure by the FSS Head of Household to attend this meeting without some type of correspondence to clarify the issue(s) that lead to non-attendance, may lead to termination from the program. Participants who remain out of compliance after this meeting will be subject to termination from the FSS program. Notification to the family will be made by letter stating:

1. The specific facts and reasons for termination;
2. A statement informing the family of their right to request an informal hearing and the date by which this request must be received (see Hearing Procedures below); **and**
3. A statement informing the family that termination from the FSS program for the reasons stated therein will not result in termination of the family's housing assistance.

Failure to request a hearing in writing by the deadline will result in closure of the family's FSS file and all rights to a hearing will be waived. All escrow money held on the family's behalf will be forfeited in accordance with HUD regulations. Housing assistance will not be terminated based on non-compliance with the FSS program.

Voluntary Termination:

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

1. Mutual consent of both parties; **and/or**
2. The family's withdrawal from the program.

If the family withdraws from the FSS program with the mutual consent of the FSS coordinator and the FSS Head of Household, then the family may rejoin the FSS program in the future, with the following understanding:

- The family signs a new Contract of Participation, Program Completion Agreement, and Individual Training and Services Plan.
- The family is not eligible to receive funds accrued in escrow up to the point of their initial withdrawal from FSS.
- The family will be eligible to receive future deposits into escrow upon rejoining the FSS program.

Hearing Procedures:

If FSS supportive services, FSS contract, FSS escrow account and/or Section 8 assistance is terminated, the PHA (Public Housing Authority) must notify the family in writing of the reason for the termination and the effective date of the termination. The letter must state that the family has 10 working days from the receipt of the letter to request an informal hearing. The PHA shall follow these procedures for conducting informal hearings for participants in the PHA's Section 8 program. The PHA hearing procedures shall comply with the following Federal regulations:

The hearing may be conducted by any person or persons designated by the PHA, other than the person who made or approved the decision under review, or a subordinate of such person.

At his/her own expense, the participant may be represented by an attorney or other representatives.

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures.

The PHA and the participant shall be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstance of the participant shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished to the participant promptly.

The PHA is not bound by a hearing decision concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing pursuant to CFR 882.216(b), or otherwise in excess of the authority of the person conducting the hearing under the PHA hearing procedures, or contrary to HUD regulations and requirements, or otherwise contrary to federal, state, or local law.

If the PHA determines it is not bound by a hearing decision, the PHA shall promptly notify the participant of the determination and of the reasons for the determination.

COUNSELING COMPONENTS

The case manager is responsible for all counseling interaction with the FSS participants. The case manager will also be responsible for networking and coordinating with other support service agencies. The case manager is also responsible for executing all Contracts of Participation between the FSS family and the Public Housing Authority. (Counseling in this context does not mean psychological counseling, but rather a sharing of information between client and case manager.) For psychological counseling, the Case Manager will refer clients to either NorthKey, Catholic Social Services, or an agency of their choosing.

ASSURANCE OF NON-INTERFERENCE

The City of Covington Section 8 FSS program is a voluntary program under current HUD guidelines and, as a voluntary program, families who elect not to participate will not be negatively effected in regards to admission or ongoing occupancy in subsidized housing programs offered by HACSL (i.e. the Section 8 Program, Public Housing programs, etc.)

CERTIFICATION OF COORDINATION

HA certifies that the development of services and activities under the FSS program have been coordinated with the Workforce Investment Act, and any other relevant employment, child care, transportation, training, and education programs in order to avoid duplication of services.

REQUESTS FOR REASONABLE ACCOMODATIONS

HA and FSS program staff will make reasonable accommodations to persons with disabilities in order to ensure they are able to take full advantage of the services provided under the FSS program. Requests for reasonable accommodations must be submitted in writing.

HA's FSS program reserves the right to make addendums to this Action Plan as situations, regulations, and funding sources change, but such changes will be made in compliance with HUD regulations.