

# **DELAWARE METROPOLITAN HOUSING AUTHORITY**

## **FAMILY SELF-SUFFICIENCY**

### **ADMINISTRATIVE PLAN**

The following constitutes the Delaware Metropolitan Housing Authority (DMHA) Administrative Plan for the Family Self-Sufficiency (FSS) Program of the U.S. Department of Housing and Urban Development (HUD).

#### **1. FAMILY SELECTION**

FSS families will be selected for the FSS Program from among current Section 8 Voucher participants on a first come, first served basis. Additional information about notification to current participants and selection procedure is explained in the FSS Action Plan, which is incorporated by reference into this Administrative Plan.

##### **A. Eligibility:**

1. All Section 8 families are eligible for FSS without regard to race, creed, religion, sex, age, disability, familial status, and national origin.
2. Any family owing the DMHA a debt must have an executed payback agreement and be current in payments to place their name on the FSS waiting list. The family must have repaid the entire debt before signing a Contract of Participation.
3. A previous FSS family, who because of lack of interest or failure to meet FSS obligations, may reapply one time only if there are no other current Section 8 families interested in the available slots.
4. A current Section 8 family that successfully completes the program may reenter the program after a two year wait if an event occurs which renders the family in need of case management services, they have a new goal to work toward, and have paid any escrow money in full.
5. If an FSS participant in a different county ports into DMHA, DMHA will accept them into their program.

##### **B. Waiting List:**

1. If there are more families interested in the FSS program than there are slots available, these families will be placed on an FSS waiting list on a first-come, first-served basis.
2. If an insufficient number of participants are interested in or eligible for FSS, DMHA will then offer such assistance to families on the current waiting list.
3. A family who has their name on the FSS waiting list may remove it at any time without losing their Section 8 assistance.

C. Developing the Family's Individual Training and Service Plan:

1. The DMHA will conduct an initial interview with the family. The family will complete the application, discuss their goals, and sign any authorization forms (including one, giving the FSS Coordinator the right to discuss the family's action plan and contract with the Program Coordinating Committee (PCC)). The FSS Coordinator will explain the FSS program and answer any questions the family may have. The family will be given a deadline for returning any information needed.
2. The FSS Coordinator and the family will develop the Individual Training and Service Plan based on their identified goals and supportive services needed.
3. The Individual Training and Service Plan requires that the family comply with their Section 8 lease, all members become independent of welfare assistance, and the Head of Household must seek and maintain employment consistent with training, experience, and/or education during the contract period.
4. The FSS Coordinator will discuss the family's identified needs with the PCC to develop a list of resources and realistic goals for the family on an as needed basis.
5. This plan will be signed by the FSS Coordinator and the Head of Household, which will be incorporated into the Contract of Participation.
6. Additions and/or changes can be made in the interim and final goals if agreed upon by the FSS Coordinator and the FSS family.

**2. CONTRACT OF PARTICIPATION**

- A. The designated Head of Household and the FSS Coordinator will sign the Contract of Participation. This person must be the same person that is designated Head of Household for the family's Section 8 participation.
- B. The Contract will be for five (5) years and require that the Head of Household seek and maintain suitable employment throughout the term of the contract. DMHA shall define suitable employment as employment that is commensurate with the Head of Household's educational background and level of experience.

**3. CONTRACT OF PARTICIPATION EXTENSION**

- A. The Contract of Participation may be extended up to two (2) additional years beyond the original five (5) year period at the sole discretion of the Executive Director's approval for good cause, such as, but not limited to:
  1. Family illness
  2. Involuntary loss of employment, education, or training
  3. Breakup of the family unit requiring the designation of a new family Head of Household and a new Individualized Training and Service Plan
  4. Additional time needed to complete compliance with the obligations of the Contract of Participation and Individual Training and Service Plan

- B. During the approved extension of the Contract, the family will continue to receive escrow credits.

#### **4. CONTRACT OF PARTICIPATION AMENDMENTS**

A. The Contract of Participation may be amended as suggested by either party if the other party agrees. In order for the DMHA to agree to a contract change, the change must be:

1. The result of a change in family composition that is approved by DMHA, or
2. A revision in the Individual Training and Service Plan of one of the family members caused by an unforeseen change in circumstances not the fault of a family member, or
3. A change suggested by the PCC to better enable the family to become self-sufficient.

#### **5. TERMINATION OF THE CONTRACT OF PARTICIPATION**

A. The Contract of Participation may be terminated for the following reasons:

1. Mutual consent of the parties.
2. Achievement of self-sufficiency by the family.
3. Expiration of the Contract of Participation term and any extension thereof.
4. The family's withdrawal from the program.
5. Violation of the section 8 program regulations as described in the DMHA Administrative Plan.
6. By operation of law or policy.
7. The DMHA may terminate the Contract of Participation at any time if it determines that the family is not honoring the terms of the Contract and is not cooperating with the FSS Coordinator to either meet the current terms or work to develop an alternate Individual Training & Service Plan:
  - a) The family will be sent a written notice with a scheduled meeting time followed up with two additional warnings of termination. Failure to come to the meeting and/or respond to the warning notices will be an automatic termination from the program. The family will be given opportunity to request an informal hearing in which Section 8 hearing regulations would apply.
  - b) A family that is terminated may reapply one time if there are slots available after exhausting the FSS wait list.

#### **6. TRANSITIONAL ASSISTANCE**

A. The family may continue to receive case management, Section 8 participation, and social services. After the end of the contract period for up to a total of 10

years from the date the family's original Contract of Participation was effective. To continue to receive this assistance:

1. The family must have completed all the terms of their Contract of Participation, and
2. The family head must be employed, and
3. The continuation of support services must be necessary to ensure that the family remains self-sufficient.

## **7. ESCROW ACCOUNTS**

- A. Escrow accounts for the FSS Program shall be maintained for each family participating. All FSS families' escrow accounts will be deposited in one savings account maintained by the DMHA solely for Section 8 FSS escrow accounts.
- B. The amount of each family's escrow shall be determined in accordance with HUD FSS Guidelines published September 30, 1991, and will be based solely upon earned income.
- C. An FSS family may elect to have an interim recertification completed before the scheduled recertification so they can begin earning the escrow immediately rather than at a later date.
- D. Separate records shall be kept for each family's escrow account.
- E. DMHA shall on a quarterly basis credit each family's account with their portion of the investment income earned during the past quarter. A family's share will be based on the family's escrow account as it compares to the entire escrow savings account of all participating families.

## **8. ESCROW DISBURSEMENTS**

### **A. Interim Disbursements**

1. DMHA will allow an FSS participant to withdraw up to 50% of the accumulated escrow account once a year if the participant has:
  - a) Achieved an interim goal set forth in the Individual Training & Service Plan
  - b) Needs the interim disbursement for the purposes of completing the contract such as: school tuition or other school costs, job training expenses, business start-up expenses, and transportation needed for education, training, or business purposes.

### **B. Final Disbursements**

1. The escrow account will be paid to the designated Head of Household if:

- a) DMHA determines that the family has met all of its obligations under the Contract of Participation, and
  - b) The designated Head of Household certifies that no member of the family is receiving welfare assistance at the end of the contract term, and
  - c) DMHA may require verifications from employers and agencies involved with the family's Individual Training & Services Plan to determine if the family has met their Contract of Participation obligations.
2. The Head of Household will receive the escrow account check within 30 days.
  3. A family who claims its escrow account and then wishes to re-apply for Section 8 rental assistance may re-apply if:
    - a) Two years have elapsed since the family received the escrow funds, and
    - b) The family reimburses DMHA for the entire escrow paid the Head of Household.
    - c) If the family owes DMHA any other debt, it must sign a repayment agreement with the DMHA and make the first payment before its name may be placed on the Section 8 wait list. The entire debt must be repaid before the HAP contract will be signed.
    - d) If the Head of Household who received the escrow funds leaves the family and the remaining members of the family re-apply, DMHA may waive the requirement to repay the escrow account if it determines that the remaining members of the family had no access to the money.

## **9. ESCROW FORFEITURE**

- A. The family will forfeit its FSS account if:
  1. The family failed to meet its obligations under the Contract of Participation and exhausted all their rights and appeals
  2. The Contract of Participation has expired and any member of its family is receiving welfare assistance 10 years from the commencement of the contract
  3. The family violates the Section 8 rental assistance lease.
- B. Any funds forfeited by the family will be treated as program receipts for payment of program expenses under DMHA's budget for the Section 8 program, and shall be used in accordance with the HUD requirements governing the use of program receipts.

## **10. PORTABILITY**

- A. An FSS family must participate in DMHA's program at least one (1) year before moving out of the family.

- B. If the FSS family desires to move to a location without a FSS program, the family may continue to participate in the initial county's FSS program only if the new county is close enough for the FSS coordinator to monitor progress and if there are services in the new county to fulfill the Contract of Participation.
- C. DMHA will accept all porting families. When DMHA accepts the family, the escrow will be transferred, once they have been absorbed into the new program. DMHA will enter into a new Contract of Participation using the initial effective date of the Contract and the initial Contract of Participation will be terminated.

Note: This Administrative Plan shall be automatically amended to correspond to the applicable Acts of Congress and the rules and regulations of the United States Department of Housing and Urban Development, as they shall from time to time be amended.

## **FSS ADDENDUM TO FAIR HOUSING POLICY**

The Delaware Metropolitan Housing Authority will also take the following reasonable steps to assure and further our housing policy in our HCV FSS Program:

1. DMHA does and will continue to make our building and communications accessible to persons with disabilities and persons with limited English proficiency.
2. DMHA does and will continue to make the FSS program available to all persons including persons with disabilities and persons with limited English proficiency.
3. DMHA will continue to inform participants on how to file a fair housing complaint including providing the toll free number for the Housing Discrimination Hotline: 1-800-669-9777.
4. DMHA also includes homeownership and we will continue to recruit service providers in areas that expand housing choice to program participants.