



*Growing Communities One Family At A Time  
For More Than 70 Years*

REGULAR  
BOARD MEETING  
of the  
HUNTSVILLE HOUSING AUTHORITY  
SEPTEMBER 19, 2022  
12:00 P.M.

**Leon D. Fountain**  
Chairman

**Shaquila Willie**  
Vice Chairman

**Delvin L. Sullivan**  
Commissioner

**Chanda Crutcher**  
Commissioner

**Larry Lowe**  
Commissioner

**Antonio McGinnis, Sr.**  
Executive Director/CEO

**REGULAR MEETING**

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES: June 27, 2022 and August 15, 2022

OLD BUSINESS:

NEW BUSINESS

**Financial Services**

1. Act on a Resolution Authorizing the Executive Director to Renew the Agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the sponsor for the Sponsor Based Special Needs Assistance Program Grant.
2. Act on a Resolution Approving Quarterly Charge-Offs for Period Ending September 30, 2022.
3. Presentation of Cumulative Low-Income Housing Finance Report for Period Ended July 30, 2022.

**Development**

4. Act on a Resolution Approving a Modernization Project for L.R. Patton. This activity is included in HHA's approved Capital Fund Program Five Year Action Plan. The units are currently vacant in preparation for the modernization activities.
5. Act on a Resolution Adopting Family Self-Sufficiency (FSS) Final Rule Action Plan.



EXECUTIVE DIRECTOR/CEO COMMENTS

PUBLIC COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT





MINUTES  
BOARD MEETING  
of the  
HUNTSVILLE HOUSING AUTHORITY  
JUNE 27, 2022  
12:00 P.M.

*Delmonize Smith, Ph.D.  
Chairman*

*Leon D. Fountain  
Commissioner*

*Delvin L. Sullivan  
Commissioner*

*Shaquila Willie  
Commissioner*

*Antonio McGinnis, Sr.  
Executive Director/CEO*

**1. CALL TO ORDER**

Chairman Smith called the meeting to order at 12:05 p.m.

**2. ROLL CALL**

Chairman Smith took the roll of the Board of Commissioners and the following commissioners were present:

Delmonize Smith  
Delvin L. Sullivan  
Leon Fountain - **ABSENT**  
Shaquila Willie

Also present were Antonio McGinnis, Executive Director/CEO, Richard Raleigh, Attorney, and several members of the HHA staff.

**3. APPROVAL OF MINUTES OF THE MAY 16, 2022, BOARD OF COMMISSIONERS MEETING.**

Chairman Smith stated that the minutes of the Board of Commissioner's meeting for May 16, 2022, had been transcribed and circulated prior to the meeting. (A copy of which is attached hereto). He asked if there were any corrections, additions, changes, or deletions; there were none.

Commissioner Sullivan moved to approve the minutes of the May 16, 2022, Huntsville Housing Authority Board of Commissioner's Meeting. The motion was



seconded by Commissioner Willie and the minutes were approved by unanimous voice vote.

**3. OLD BUSINESS**

There was no old business to be considered.

**4. NEW BUSINESS**

**(Note: referenced resolutions attached hereto).**

**Financial Services**

- A. Mrs. Teresa Wade-Chase, Director of Finance/CFO, presented information about Quarterly Charge-offs for the period ending June 30, 2022.

Commissioner Sullivan moved to pass Resolution No. 2022-20. The motion was seconded by Commissioner Willie and the resolution was approved by unanimous voice vote.

- B. A report was given by Mrs. Teresa Wade-Chase, Director of Finance/CFO, of Cumulative Low-Income Housing Finance Report for the Period Ending April 30, 2022.

**5. EXECUTIVE DIRECTOR/CEO COMMENTS**

Executive Director expressed gratitude towards the Finance Department. Mr. McGinnis mentioned that there several discussions from various departments that would take place today. He then turned the floor over to Mrs. Turkessa Coleman-Lacey, Deputy Executive Director.

Mrs. Turkessa Coleman-Lacey briefly updated the board on the purpose of the Emergency Housing Choice Voucher Program (EHV). HHA received a total of 110 emergency vouchers given great details on the statistics of this program.

Mrs. Carmisia Woods-Danson, Interim Director of Assisted Housing, briefly updated the board on the last reporting for the Housing Choice Voucher Program (HCV). The HCV Program has graduated a total of nine Family Self-Sufficiency (FSS) participants. One participant has purchased a home and the total escrow received was \$79,429.00.

Ms. Patrice Boddie, Resident Services Supervisor, gave a brief updated on the Resident Services department and her team's role within HHA. Ms. Boddie discussed a variety of programs offered to HHA residents. She



explained the level of support she has with community partners.

Mr. Quinton Young, Homeownership Coordinator, introduced himself, the role he plays at the Authority. Mr. Young explained the grant application process and other programs offered from community bank partners.

Commissioner Delvin Sullivan made a motion to authorize the Executive Director and Chairman sign on behalf of the HHA a grant application to Community Bank for a grant for \$2,500.00, and a motion to make this motion an action item for action today, since the grant application must be signed before the next meeting of the Board. The motions were seconded by Commissioner Willie. After brief discussion, the motion to make this an action item, and the motion to authorize the Executive Director and Chairman sign on behalf of the HHA the grant application was approved unanimously (three commissioners voted in favor of the motions). The motions passed.

Executive Director McGinnis pointed out two of the strategic goals that were identified on today. Mr. McGinnis expressed that we're really trying to help our families become self-sufficient. He also discussed strategic goal number two which is partnering with different agencies to get more people involved with or residents that we serve.

Executive Director McGinnis expressed appreciation to the HHA team for really connecting the dots to serve the population that we serve. Mr. McGinnis briefly discussed the August 15<sup>th</sup>, annual meeting. He stated that this will give HHA the opportunity to talk about the programs offered, and what we do and how to partner with us.

## **6. PUBLIC COMMENTS**

There were no public comments.



## **7. COMMISSIONER COMMENTS**

Commissioner Sullivan stated that he did not have any comments. Commissioner Willie said that she did not have any comments, but is excited about what's to come for HHA. Chairman Smith, concurred with Commissioner Wille. Chairman Smith stated good stuff, partnerships and always intact with our finances. He expressed his thanks to the leadership team.

## **8. ADJOURNMENT**

Chairman Smith asked if there was any further business to come before the Board. There being no further business to come before the Board, the meeting was adjourned at 12:49 p.m.

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Leon Fountain, Chairman

Attest

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Antonio McGinnis, Secretary





*Growing Communities One Family At A Time  
For More Than 70 Years*

**Leon D. Fountain**  
**Chairman**

**Shaquila Willie**  
**Vice Chairman**

**Delvin L. Sullivan**  
**Commissioner**

**Chanda Crutcher**  
**Commissioner**

**Larry Lowe**  
**Commissioner**

**Antonio McGinnis, Sr.**  
**Executive Director/CEO**

## MINUTES

### BOARD MEETING of the HUNTSVILLE HOUSING AUTHORITY AUGUST 15, 2022 11:00 A.M.

#### 1. CALL TO ORDER

Chairman Smith called the meeting to order at 11:13 a.m.

#### 2. ROLL CALL

Chairman Smith took the roll of the Board of Commissioners and the following commissioners were present:

Delmonize Smith  
Delvin L. Sullivan  
Leon Fountain  
Shaquila Willie

Also present were Antonio McGinnis, Executive Director/CEO, Richard Raleigh, Attorney, and several members of the HHA staff.

#### 3. OLD BUSINESS

There was no old business to be considered.

#### 4. NEW BUSINESS

##### 1. Election of Officers

The Chairperson declared that pursuant to the Bylaws of Huntsville Housing Authority, it was now in order to nominate and elect a Chairman and Vice Chairman for the ensuing year.



Commissioner Sullivan made the motion nominating Commissioner Fountain as Chairman. Commissioner Willie seconded that motion. Chairman Smith asked if there were any other nominations. There being no other name in nomination, and upon affirmative vote of all members present, Commissioner Leon Fountain accepted the nomination and was elected as Chairman for the ensuing year.

Commissioner Fountain made the motion nominating Commissioner Willie as Vice Chairman. Commissioner Sullivan seconded the motion. Chairman Smith asked if there were any other nominations. There being no other name in nomination, and upon affirmative vote of all members present, Commissioner Willie accepted the nomination and was elected Vice Chairman for the ensuing year.

**2. Consideration of Update/Extension to Executive Director term of employment.**

Chairman Smith made the motion to extend the Executive Director/CEO McGinnis contract until the year of 2025.

Commissioner Fountain moved the forgoing motion to be adopted as recommended. Commissioner Sullivan seconded the motion, Chairman Smith called the roll and ayes and nays were as follows:

AYES:	NAYS:	ABSTAIN:
Chairman Delmonize Smith		
Commissioner Leon D. Fountain		
Commissioner Shaquila Willie		
Commissioner Delvin Sullivan		

**5. EXECUTIVE DIRECTOR/CEO COMMENTS**

No comments from the Executive Director/CEO.

**6. PUBLIC COMMENTS**

There were no public comments.





**7. COMMISSIONER COMMENTS**

The Board of Commissioner thanked everyone for their attendance. The Commissioners expressed their excitement on the upcoming future for Huntsville Housing Authority.

**8. ADJOURNMENT**

Chairman Smith asked if there was any further business to come before the Board. There being no further business to come before the Board, the meeting was adjourned at 11:30 a.m.

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Leon Fountain, Chairman

Attest

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Antonio McGinnis, Secretary



**PRELIMINARY**

**HUNTSVILLE HOUSING AUTHORITY**

**Board of Commissioners' Meeting  
Agenda Item  
Control Document**

**Date:** September 19,2022

**HHA Staff Representative:** Teresa Wade-Chase, Director of Finance/CFO

**Department:** Financial Services

**Board of Commissioners' Meeting (Date):** September 19,2022 at 12:00 p.m.

**Board Agenda Item(s):**

1. Act on Resolution Authorizing the Executive Director to Renew the agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the sponsor for the Sponsor Based Special Needs Assistance Program Grant.
2. Act on Resolution Approving Quarterly Charge-Offs for Period Ending September 30,2022.
3. Presentation of Cumulative Low-Income Housing Finance Report for Period Ended July 30, 2022.

**Approved by:** \_\_\_\_\_ / \_\_\_\_\_  
Antonio McGinnis, Sr. Date  
Executive Director/CEO/Contracting Officer

**Department's Committee's Certification:**

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

**HHA Board Committee Member:** Leon D Fountain, Chairman Date: 09/19/2022

**HHA Board Committee Member:** Shaquila Willie, Vice Chairman Date: 09/19/2022

**HHA Staff Member:** \_\_\_\_\_ Date: \_\_\_\_\_

## **PRELIMINARY**

### **Huntsville Housing Authority**

### **REQUEST FOR BOARD ACTION**

#### **Resolution Authorizing the Executive Director/CEO/Contracting Officer to Re-Enter into Agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the Sponsor for the Sponsor Based Special Needs Assistance Program Grant**

**September 19, 2022**

#### **INTRODUCTION**

Huntsville Housing Authority (HHA) was granted renewal of the Special Needs Assistance Program Grant in the amount of \$488,866 to be effective August 1, 2022. This grant is to assist at least 49 homeless persons annually who are disabled due to chronic mental illness. HHA is required to enter into a contract with a sponsor to operate the program.

#### **PURPOSE/OBJECTIVE**

It is the intent of HHA to enter into an agreement with the Wellstone Inc. (Mental Health Center of Madison County) for them to be the sponsor for this Special Needs Assistance Program Grant.

#### **JUSTIFICATION/DESCRIPTION**

Wellstone Inc. (Mental Health Center of Madison County) previously known as the Huntsville-Madison County Mental Health Board; Inc. has been the sponsor for this program for over twenty years.

#### **ECONOMIC IMPACT**

The sponsor will collect the resident's portion of the rent and they will pay the entire rent to the rental complex. The sponsor will be reimbursed by HHA from the Special Needs Assistance Program funds after proper paperwork has been supplied to HHA's finance staff and they have verified the information for accuracy.

#### **ALTERNATIVES**

None

#### **ATTACHMENTS**

Copy of the agreement with Wellstone Inc. (Mental Health Center of Madison County).

## RECOMMENDATION

The Executive Director/CEO recommends that the Board of Commissioners approve the agreement with the Wellstone Inc. (Mental Health Center of Madison County).

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Antonio McGinnis, Sr.  
Executive Director/CEO

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Teresa Wade-Chase  
Director of Finance/CFO

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Date

---

Date

ACTION TAKEN: \_\_\_\_\_

**AGREEMENT BETWEEN HUNTSVILLE HOUSING AUTHORITY AND  
WELLSTONE, INC. ( MENTAL HEALTH CENTER OF MADISON COUNTY)**

THIS AGREEMENT, entered into this the 1<sup>st</sup> day of August 2022, by and between Huntsville Housing Authority (hereinafter referred to as the AUTHORITY), and Wellstone, Inc. (Mental Health Center of Madison County), hereinafter referred to as the AGENCY.

WHEREAS, according to the United States Department of Housing and Urban Development ("H.U.D."), "The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness."

WHEREAS, the AUTHORITY received a renewal grant under the Continuum of Care Special Needs Assistance program from the Office of the U.S. Department of Housing and Urban Development, known as Project No. AL0046L4C032114 and

WHEREAS, the AUTHORITY desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. PROJECT DESCRIPTION. The Agency shall provide rental assistance and supportive services under the Special Needs Assistance program, as defined under 24 CFR 582, to at least 49 homeless persons annually who are disabled by chronic mental illness. The AUTHORITY shall provide **\$488,866.00** in funds to the Agency for the purpose of providing rental assistance for units that are occupied by eligible program participants. Grant funds provided to the Agency shall not exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved by HUD. Rental Assistance shall not exceed the actual costs of rental assistance for program participants. The Agency shall provide for the administration of the program for the term of this agreement.
- II. PROJECT LOCATION. All financial and client records related to the program shall be maintained at the Agency facility located at 4040 South Memorial Parkway, Huntsville, Alabama.
- III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the Assisted Housing Department of Huntsville Housing Authority perform the following services:
  - A. LEASE AGREEMENT AND INDEMNIFICATION. Upon proof from the Agency of a qualified expense, the AUTHORITY will request funds from the Grant to provide Special Needs Assistance program grant funds to the Agency, which shall be used to provide rental assistance for housing units occupied by eligible program participants. Pursuant to the requirements of the Continuum of Care Program (the "Grant" or the "Program"), the Agency shall enter into a lease agreement with an owner of rental properties. The lease shall be directly between the Agency and the owner of rental properties. Under no circumstances shall the Authority be, or be construed as, a party to any lease agreement or other agreement between the Agency and the owner(s) of rental properties in the Program. The Authority may be mentioned in such lease(s) solely for the purpose of

compliance with requirements of the Continuum of Care Program. However, the Authority may not be a signatory to any lease or other agreement with the owner(s) of rental property subject to the Grant. The Authority is not a beneficiary of the grant funds or of any provision(s) of the lease(s) between the Agency and the owner(s) of rental property receiving funds through the Continuum of Care Grant. The Authority is responsible to H.U.D., alone, for ensuring that any requests for payment or reimbursement by the Agency are made pursuant to the requirements of the Grant and H.U.D., and that any funds disbursed pursuant to the Grant are only paid if the rental properties satisfy the requirements of the Grant and H.U.D., which includes inspections of the properties by the Authority for compliance. The Grant is a reimbursable grant. The Agency must submit its expenses monthly. The Authority will audit Agency's submission to make sure that it meets the requirement of the Grant. After the Authority's audit, the Grant funds will be "drawn down" from HUD using the ELLOC system. Such funds are then disbursed to the Agency within three days of receipt of the Authority's receipt of such funds from H.U.D. The Agency, and any owner of rental property in the Program, agree to defend, indemnify, and hold the Authority, including any agents or employees of the Authority, harmless from: any and all claims, damages, loss, suits, causes, actions, or other proceedings, arising from, involving, caused by, resulting from, or otherwise related to, any and all actions or inactions of the Authority whatsoever (including any actions or inactions any agents or employees of the Authority) involving the Continuum of Care Grant Program. A minimum of 49 units shall be leased by the Agency to provide housing for homeless persons or families who are participants in the Special Needs Assistance program. Funds not used as housing subsidies may also be used to pay for security deposits and damage deposits up to one month's rent. If a unit is vacated before the end of the occupancy agreement, grant funds may continue to be used to assist the unit for the remainder of the month in which it is vacated, plus up to 30 additional days. **The language in this paragraph must be included in any lease made between the Agency and all rental property owners who might receive funds from the Grant. The inclusion of such language in any lease between the Agency and any owner(s) of rental property in the Program is a material term of this Agreement.**

- B. The lease agreement shall also include how the property owner will address the accessibility requirements, reasonable modifications, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.
- C. OCCUPANCY AGREEMENTS/LEASE. The Agency must execute an initial occupancy agreement/lease with each program participant for the term of at least one month, automatically renewable upon expiration, except with prior notice. The agreement/lease shall be between the Agency and the program participant. The program participant shall not enter into a lease agreement with the owner of the rental property. Each occupancy agreement/ lease shall be provided to the AUTHORITY and approved by the AUTHORITY prior to any funds being requested for rental assistance. The occupancy agreement/lease shall also include a provision requiring the participant to take part in the supportive services provided through the program as a condition of continued occupancy. As a condition of participation in the program, each participant must agree to supply the information or documentation necessary to verify the participant's income. Participants must provide the Agency information at any time regarding changes in income or other circumstances that may result in changes to a participant's rental payment. Assistance may be terminated however, if a participant violates conditions of occupancy and all alternatives have been explored. The agreement shall provide written notice and provide

a formal process that recognizes the rights of individuals receiving assistance to due process. The Agency shall provide prompt written notice of the final decision to the participant. If a client is determined to be in non-compliance with the Continuum of Care program, a copy of the notice of final decision, which was given to the client, shall be provided to the AUTHORITY.

- D. PROCEDURES. The Agency shall continue to follow its procedures for managing the rental housing assistance funds. A copy of these guidelines shall be provided to the AUTHORITY on an annual basis or as changes to the procedures occur. At a minimum, such procedures must describe program guidelines, which describe selection criteria, eligibility guidelines, and participation requirements. The Agency shall describe how units will be identified and selected; the process for deciding which unit a participant will occupy; how participants will be placed in, or assisted in finding appropriate housing; how rent calculations will be made and the amount of rental assistance payments determined; and what safeguards will be used to prevent the misuse of funds.
- E. ADMINISTRATION. When the grant amount reserved for rental assistance exceeds the amount that will be needed to pay the actual costs or rental assistance, the Agency may use up to 6% of the grant amount expended to pay the costs of administering the housing assistance. The Agency may contract with another entity approved by the AUTHORITY to administer the housing assistance. Eligible administrative activities are limited to processing rental payments to landlords, examining participant income and family composition, providing housing information and assistance, and receiving new participants into the program. The AUTHORITY shall provide funds for this activity on a reimbursable basis. Additional grant funds over this amount may only be used to assist additional eligible clients.
- F. HOMELESS PARTICIPATION. The Agency shall provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy making entity of the Agency to the extent that the Agency considers and makes policies and decisions regarding any housing assisted under this grant. To the maximum extent practicable, the Agency must also involve homeless individuals and families in providing supportive services. An eligible homeless person under this contract is defined as an individual who lacks a fixed, regular, and adequate nighttime residence that is: 1) a supervised temporary shelter, 2) an institution designed for persons intended to be institutionalized, 3) or, a place not intended as regular sleeping accommodations. The homeless person must also have a disability, which includes those persons who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have AIDS and related diseases. Records shall be maintained for each client documenting their homeless eligibility as per U.S. Department of HUD, Guidance on Documentation of Participant Eligibility Under Homeless Assistance Programs, dated October 6, 1995.
- G. SUPPORTIVE SERVICES. The Agency shall ensure the provision of supportive services as described in the Application. These services shall be at a minimum: Case management to include needs assessment, crisis intervention, individual therapy as needed, assistance and advocacy in obtaining medical services, and assistance in obtaining household goods, food and clothing.

- H. RENT. The Agency must examine a participant's income initially and annually after admission into the program and make adjustments to a participant rent as necessary. The Agency shall be responsible for making rental payments to the owner. Each participant must pay rent to the Agency in accordance with section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of: (1) 30 percent of the family's monthly adjusted income; or, (2) 10 percent of the family's monthly income; or, (3) The portion of welfare assistance payments which is specifically designated by the public agency providing the assistance to meet the family's housing costs. Income must be calculated in accordance with 24 CFR 813.106.
- IV. TIME OF PERFORMANCE. The services of the Agency shall be undertaken beginning on **August 1, 2022** and be completed by **July 31, 2023**.
- V. COMPENSATION AND METHOD OF PAYMENT. Requests for funds shall be made monthly or bi-monthly subject to the receipt of a Request for Funds by AUTHORITY from the Agency and supported by certified documentation that the eligible clients have been selected and eligible match requirements have been met. Funds requested for administrative expenses shall be provided on a reimbursable basis. After receipt of funds, the Agency shall make payment of expenses to the vendor(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is expressly understood that in no event shall the total compensation to be paid hereunder exceed the maximum sum Four Hundred Eighty Eight Thousand Eight Hundred and Sixty Six Dollars (**\$488,866.00**) for all services required hereunder.



Funds shall be expended as delineated in the budget below:

ACCOUNT NUMBER	COST CATEGORY	
	ACCOUNT NAME	AMOUNT
511	Professional Services	\$488,866.00

Funds provided under this contract shall provide rental assistance payments for units occupied by eligible homeless persons. Up to 6% of the grant funds expended may be used for administrative purposes as defined under Part III. D. of this contract and is included as part of the total Budget amount.

VI. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

- A. REPORT CONTROL. Reports related to this project will be maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the AUTHORITY, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.
- B. AGENCY MONTHLY REPORTS. A written monthly report reflecting Agency operations shall be submitted by the Agency to the AUTHORITY no later than the fifth calendar day of each month.
- C. FORMS. All forms will be provided by the AUTHORITY.
- D. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be totally responsible to the AUTHORITY for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.
- E. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The AUTHORITY will inventory and examine Agency reports prior to each request for funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory Agency reporting under the terms of this contract. The AUTHORITY shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

F. GENERAL REPORT PROVISIONS.

1. Data requirements, reporting format, and submission times will be specified by the AUTHORITY for all reporting.
2. From time to time, as the AUTHORITY may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.
3. The AUTHORITY will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.
4. No exception will be made to any part of these report provisions unless the exception is made in writing by the AUTHORITY.
5. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of this contract.

VII. ITEM(S) OF UNDERSTANDING.

- A. PERSONNEL POLICY. It is mutually understood that policies governing personnel shall be nondiscriminatory.
- B. FEDERAL FUNDS. It is mutually understood by the parties hereto that the funds provided hereunder are federal funds provided under the Continuum of Care Agreement awarded to Huntsville Housing Authority by the United States Department of Housing and Urban Development. This Agreement is subject to all certifications and assurances and any information or documentation required by HUD of Huntsville Housing Authority in order to meet grant award conditions. The Grant Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Grant Application and any provision contained herein, this Agreement shall control.
- C. FEDERAL GUIDELINES. This Agreement incorporates by reference all guidelines, certifications and program requirements as defined under 24 CFR Part 578 and the Executed Continuum of Care Agreement for the Shelter Care Plus Expansion 2021 Project Number: AL046L4C032114, City of Huntsville, Alabama.
- D. MONITORING. The AUTHORITY shall monitor the records of the Agency related to this contract at least annually. Written notification will be provided to the Agency prior to monitoring visits.
- E. INSPECTION OF UNITS. All units, which have been rented by the Agency, shall be inspected by Huntsville Housing Authority, Assisted Housing Department and certified as having met the requirements of the Housing Quality Standards and any other codes, which may be applicable. The AUTHORITY shall not release any funds for a client's rental assistance prior to the inspection and certification of a unit.

A unit shall be inspected by the Assisted Housing Department upon its initial occupancy and on an annual basis. The Agency shall be responsible for requesting these inspections.

- VIII. MATCH REQUIREMENTS. The Agency shall match the 25% of the total awarded amount for the Grant # AL046L4c032114.
- IX. CONFLICT OF INTEREST. The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the Agency's officers, employees or agents.
- X. FINANCIAL MANAGEMENT STANDARDS. The Agency's financial management systems shall provide for:
- A. Accurate, current and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal-sponsoring agency requires reporting on an accrual basis, the recipient shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
  - B. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
  - C. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - D. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.
  - E. Procedures to minimize the time elapsing between the transfer of funds from the AUTHORITY and the disbursement by the Agency within two (2) working days.
  - F. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.
  - G. Accounting records that are supported by source documentation.

H. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

XI. ACCOUNTING PROCEDURES AND REPORTS. The Agency shall arrange for an audit of this program by a certified public accountant, to be made in accordance with OMB Circular A-133 during its next regular auditing cycle (to include the period covered by this contract). Three copies of this Audit Report must be submitted to AUTHORITY upon issuance by the Independent Auditor. The Agency agrees to keep proper books of record and account in which full, true and correct entries in accordance with generally accepted accounting principles consistently applied will be made of all dealings or transactions in relation to grant activities.

XII. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

XIII. NONRECOURSE. In addition to the provision for indemnification found in paragraph II.A. above, the Agency shall indemnify, defend, protect and hold the AUTHORITY harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense (including, without limitation, reasonable attorney's fees and expenses) incurred by the AUTHORITY as a result of any breach, fraud, or material misrepresentation made under, or in connection with, this Agreement.

IN WITNESS THEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

**WELLSTONE, INC. (MENTAL HEALTH  
CENTER OF MADISON COUNTY)**

By: \_\_\_\_\_  
Jeremy Blair  
Executive Director/CEO

Date: \_\_\_\_\_

**HUNTSVILLE HOUSING AUTHORITY**

By: \_\_\_\_\_  
Antonio McGinnis, Sr.  
Executive Director/CEO

Date: \_\_\_\_\_

**PRELIMINARY**

**Huntsville Housing Authority**

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/  
CONTRACTING OFFICER TO RE-ENTER INTO AN AGREEMENT WITH  
WELLSTONE INC. (MENTAL HEALTH CENTER OF MADISON COUNTY) TO BE  
THE SPONSOR FOR THE SPONSOR BASED SPECIAL NEEDS ASSISTANCE  
PROGRAM GRANT

**RESOLUTION NO. 2022-21**

WHEREAS, the Huntsville Housing Authority has been granted renewal of the  
Special Needs Assistance Program Grant Special Needs Assistance Program Grant  
effective August 1, 2022; and

WHEREAS, the Huntsville Housing Authority is required to enter into a contract  
with a sponsor to operate the Special Needs Assistance Program Grant;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of  
the Huntsville Housing Authority, hereby authorizes the Executive  
Director/CEO/Contracting Officer to enter into an agreement with the Wellstone Inc.  
(Mental Health Center of Madison County).

ADOPTED THIS 19th of September 2022

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Dr. Leon D. Fountain, Chairman

Attest:

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Antonio McGinnis, Sr., Executive Director/CEO

## **PRELIMINARY**

### **HUNTSVILLE HOUSING AUTHORITY**

#### **REQUEST FOR BOARD ACTION**

**Authorizing Quarterly Charge-Offs for Period Ending September 30, 2022**

**September 19, 2022**

#### **INTRODUCTION**

The Huntsville Housing Authority (HHA) has on its books \$57,700.69 owed by former residents who vacated June 1, 2022 through July 31, 2022.

#### **PURPOSE/OBJECTIVE**

The purpose of this request is to obtain approval to charge-off \$57,700.69 as collection losses for the quarter ending September 30, 2022.

#### **JUSTIFICATION/DESCRIPTION**

This action is necessary to remove uncollectible accounts from HHA's books.

#### **ECONOMIC IMPACT**

The economic impact is an expense in the amount of \$57,700.69; however, this amount is subject to partial recovery through the collection process. The breakdown of the charge-offs is as follows:

Rent	\$ 49,678.20
Maintenance Charges	\$ 519.49
Court Cost	\$ 4,151.00
Late Charges	\$ 2,596.00
Utility Charge	\$ 0.00
Bulk Cable	\$ 756.00

#### **ALTERNATIVES**

Not Applicable.

#### **ATTACHMENTS**

Quarterly Charge-Offs

## RECOMMENDATION

The Executive Director/CEO recommends that the aforesaid accounts in the amount of \$57,700.69 be charged off as collection losses on the books of Huntsville Housing Authority.

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Antonio McGinnis, Sr.  
Executive Director/CEO

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Teresa Wade-Chase  
Director of Finance/CFO

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Date

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Date

ACTION TAKEN: \_\_\_\_\_

**Uncollectible Accounts**  
**For the Quarter Ending September 30, 2022**  
**FYE March 31, 2023**

Project	Rent	Maintenance Charges	Court Costs	Late Charges	Retroactive Rent	Returned Check	Utility Charge	Bulk Cable	Gross Balance	Number Accounts
002 Butler Terrace	1,193.00	56.70	366.00	125.00	-	-	-	-	1,740.70	2
006 Northwoods	8,888.60	248.69	842.00	250.00	-	-	-	-	10,229.29	11
008 Johnson Towers	9,842.00	40.00	700.00	708.00	-	-	-	576.00	11,866.00	7
010 Searcy Homes	1,495.00	12.40	314.00	150.00	-	-	-	-	1,971.40	3
011 Todd Towers	2,626.00	-	314.00	175.00	-	-	-	180.00	3,295.00	6
014 L. R. Patton Apartments	22,579.00	80.00	1,014.00	900.00	-	-	-	-	24,573.00	3
016 Scattered Sites	-	-	287.00	-	-	-	-	-	287.00	2
019 Stone Manor	645.00	-	-	25.00	-	-	-	-	670.00	1
051 Brookside	2,014.60	-	314.00	250.00	-	-	-	-	2,578.60	3
052 Lincoln Park	395.00	81.70	-	13.00	-	-	-	-	489.70	3
<b>9/30/2022 Quarterly Total</b>	<b>49,678.20</b>	<b>519.49</b>	<b>4,151.00</b>	<b>2,596.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>756.00</b>	<b>57,700.69</b>	<b>41</b>
6/30/2022 Quarterly Total	33,602.98	930.30	3,656.00	2,225.00	-	-	-	252.00	40,666.28	9
<b>9/30/2022 YTD TOTAL</b>	<b>83,281.18</b>	<b>1,449.79</b>	<b>7,807.00</b>	<b>4,821.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,008.00</b>	<b>98,366.97</b>	<b>50</b>

9/30/2021 Total	15,400.80	11,490.85	3,082.00	1,204.00	13,390.00	-	-	90.00	44,657.65	33
6/30/2021 Total	9,326.00	1,172.00	314.00	450.00	-	-	28.00	18.00	11,308.00	9
	<b>24,726.80</b>	<b>12,662.85</b>	<b>3,396.00</b>	<b>1,654.00</b>	<b>13,390.00</b>	<b>-</b>	<b>28.00</b>	<b>108.00</b>	<b>55,965.65</b>	<b>42</b>

**Other Comparative Data**

Chg Off 09/01/21	Chg Off 06/30/21
Vacated	Vacated
6/1/2022 thru 8/31/2022	4/1/2022 thru 5/31/2022

Charge Offs	57,700.69	40,666.28
Rent Roll	749,803.00	497,361.00
	<b>7.70%</b>	<b>8.18%</b>

JUNE-AUG	APRIL-MAY
Collections 2022	4,411.10
	14,607.80

09/30/22 YTD Total	98,366.97	55,965.65
09/30/21 YTD Total	1,247,164.00	1,128,614.00
	<b>7.89%</b>	<b>4.96%</b>
09/30/22 Monthly Average	19,673.39	11,193.13
09/30/21 Monthly Average	249,432.80	225,722.80
	<b>7.89%</b>	<b>4.96%</b>



**PRELIMINARY**

**HUNTSVILLE HOUSING AUTHORITY**

**RESOLUTION AUTHORIZING QUARTERLY CHARGE-OFFS  
FOR THE PERIOD ENDING SEPTEMBER 30, 2022**

**RESOLUTION NO. 2022-22**

WHEREAS, Huntsville Housing Authority (HHA) has on its books certain balances owed by former residents in the various low-income developments owned and operated by HHA for the period ending September 30, 2022 in the amount of \$57,700.69;

Rent	\$ 49,678.20
Maintenance Charges	\$ 519.49
Court Cost	\$ 4,151.00
Late Charges	\$ 2,596.00
Utility Charge	\$ 0.00
Bulk Cable	\$ 756.00

AND, WHEREAS, HHA has made and is making reasonable effort to collect said balances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the aforesaid accounts in the amount of \$57,700.69.

ADOPTED THIS 19th DAY OF September 2022

SEAL

\_\_\_\_\_  
Leon D. Fountain, Chairman

Attest:

\_\_\_\_\_  
Antonio McGinnis, Sr., Executive Director/CEO

**Huntsville Housing Authority**  
**Combined BAF, COCC AND PH COMBINED**  
**Fiscal Year End 03/31/2023**  
**YEAR TO DATE AS OF July 31, 2022**

	Annual Budget	Actual YTD	Budget YTD	Variance Favorable (Unfavorable)	Variance Percentage
<b>Revenue</b>					
Tenant Rental Revenue	2,806,464.00	951,415.00	935,488.08	15,926.92	2%
Other Tenant Charges	59,271.00	21,525.00	19,760.00	1,765.00	9%
Operating Subsidy	6,803,290.00	2,627,910.00	2,267,770.08	360,139.92	16%
HUD PHA Operating Grant-CFP	1,435,807.00	300,322.00	478,601.64	(178,279.64)	-37%
Interest Income	19,174.00	9,072.45	6,392.64	2,679.81	42%
Investment Income Restricted	0.00	0.00	0.00	0.00	
Section 8 Rental Income	12,000.00	4,000.00	4,000.00	0.00	0%
Management Fees - Public Housing	1,009,463.00	321,732.24	336,488.00	(14,755.76)	-4%
Bookkeeping Fees - PH & HCV	270,900.00	89,887.50	90,300.00	(412.50)	0%
Asset Management Fees - Public Hous	165,480.00	60,520.00	55,160.00	5,360.00	10%
Service Fee Revenue	611,558.00	147,194.90	203,853.36	(56,658.46)	-28%
Management Fees - Capital Fund	434,786.00	144,928.00	144,928.00	0.00	0%
Management Fees - Section 8	243,936.00	80,496.00	81,312.00	(816.00)	-1%
Management Fees - 360 Properties	52,666.00	17,116.32	17,556.00	(439.68)	-3%
Other Income	325,147.00	304,843.06	108,380.00	196,463.06	181%
Gain On Disposition of Fixed Assets	0.00	0.00	0.00	0.00	
Inter-AMP Transfer In	0.00	0.00	0.00	0.00	0%
<b>Total Revenue</b>	<b>14,249,942.00</b>	<b>5,080,962.47</b>	<b>4,749,989.80</b>	<b>330,972.67</b>	<b>7%</b>
<b>Expenses:</b>					
<b>Administration:</b>					
Administrative Salaries	2,313,647.00	720,523.83	771,220.00	50,696.17	7%
Compensated Absences	0.00	0.00	0.00	0.00	0%
Employee Benefits - Administrative	878,275.00	285,061.29	292,764.00	7,702.71	3%
Audit Fees	35,200.00	0.00	11,733.20	11,733.20	100%
Management Fees	1,009,465.00	321,732.24	336,488.36	14,756.12	4%
Bookkeeping Fees	118,440.00	39,577.50	39,490.00	(87.50)	0%
Advertising and Marketing	8,601.50	1,250.00	2,867.24	1,617.24	56%
Office Expense	501,939.00	168,579.20	167,320.48	(1,258.72)	-1%
Legal	71,158.00	36,501.96	23,716.00	(12,785.96)	-54%
Training and Travel	57,682.00	15,547.21	19,229.36	3,682.15	19%
Other Administrative Costs	141,947.00	61,048.73	47,308.84	(13,739.89)	-29%
<b>Total Administration</b>	<b>5,136,354.50</b>	<b>1,649,821.96</b>	<b>1,712,137.48</b>	<b>62,315.52</b>	<b>4%</b>
<b>Asset Management Fee</b>	<b>165,480.00</b>	<b>60,520.00</b>	<b>55,160.00</b>	<b>(5,360.00)</b>	<b>-10%</b>
<b>Tenant Services:</b>					
Salaries	150,085.00	47,414.11	50,032.00	2,617.89	5%
Relocation	0.00	1,030.00	0.00	(1,030.00)	0%
Employee Benefits - Tenant Services	81,777.00	18,754.12	27,260.00	8,505.88	31%
Other/Funding/Travel and Training	33,699.00	10,195.10	11,235.64	1,040.54	9%
<b>Total Tenant Services</b>	<b>265,561.00</b>	<b>77,393.33</b>	<b>88,527.64</b>	<b>11,134.31</b>	<b>13% (1)</b>

**Huntsville Housing Authority**  
**Combined BAF, COCC AND PH COMBINED**  
**Fiscal Year End 03/31/2023**  
**YEAR TO DATE AS OF July 31, 2022**

	Annual Budget	Actual YTD	Budget YTD	Variance Favorable (Unfavorable)	Variance Percentage
<b>Utilities:</b>					
Other Utilities	130,755.00	50,618.55	43,596.00	(7,022.55)	-16%
Water	371,002.00	127,968.13	123,668.00	(4,300.13)	-3%
Electric	381,556.00	129,870.06	127,188.00	(2,682.06)	-2%
Gas	40,874.00	11,052.94	13,632.00	2,579.06	19%
Sewage	546,994.00	159,241.52	182,333.36	23,091.84	13%
<b>Total Utilities</b>	<b>1,471,181.00</b>	<b>478,751.20</b>	<b>490,417.36</b>	<b>11,666.16</b>	<b>2%</b>
<b>Maintenance:</b>					
Labor - Maintenance	1,746,642.40	575,183.14	582,214.44	7,031.30	1%
Employee Benefits - Maintenance	810,393.00	245,812.32	270,136.00	24,323.68	9%
Materials	1,424,225.00	476,714.71	474,744.00	(1,970.71)	0%
Contract Costs	1,138,703.00	327,762.15	379,575.28	51,813.13	14%
<b>Total Maintenance</b>	<b>5,119,963.40</b>	<b>1,625,472.32</b>	<b>1,706,669.72</b>	<b>81,197.40</b>	<b>5%</b>
<b>Protective Services:</b>					
Protective Services Contract Costs	340,000.00	141,200.27	113,331.36	(27,868.91)	-25%
<b>Total Protective Services</b>	<b>340,000.00</b>	<b>141,200.27</b>	<b>113,331.36</b>	<b>(27,868.91)</b>	<b>-25% (2)</b>
<b>General Expenses:</b>					
Insurance	1,196,024.00	393,244.96	398,675.56	5,430.60	1%
Other General Expenses	411,125.00	122,067.00	137,044.00	14,977.00	11%
Payment In Lieu of Taxes	105,640.00	0.00	35,216.00	35,216.00	100%
<b>Total General Expenses</b>	<b>1,712,789.00</b>	<b>515,311.96</b>	<b>570,935.56</b>	<b>55,623.60</b>	<b>10% (3)</b>
<b>Other:</b>					
Collection Loss (Bad Debt Expense)	100,000.00	24,627.18	33,336.08	8,708.90	26.12%
Extraordinary Maintenance	0.00	0.00	0.00	0.00	0.00%
Extraordinary Items	0.00	0.00	0.00	0.00	0.00%
Casualty Loss	10,000.00	47,974.18	3,332.00	(44,642.18)	-1339.80%
Interest Mort or Bonds Payable	0.00	0.00	0.00	0.00	0.00%
Amortization of Bond Issue Costs	0.00	0.00	0.00	0.00	0.00%
COCC Transfer to Section 8	0.00	0.00	0.00	0.00	0.00%
Inter AMP Transfer Out	0.00	0.00	0.00	0.00	0.00%
Loss Disposition of Fixed Assets	0.00	0.00	0.00	0.00	0.00%
<b>Total Other</b>	<b>110,000.00</b>	<b>72,601.36</b>	<b>36,668.08</b>	<b>(35,933.28)</b>	<b>-98% (4)</b>
<b>Total Expenses</b>	<b>14,321,328.90</b>	<b>4,621,072.40</b>	<b>4,773,847.20</b>	<b>152,774.80</b>	<b>3%</b>
<b>Net Income/Loss</b>	<b>(71,386.90)</b>	<b>459,890.07</b>	<b>(23,857.40)</b>	<b>483,747.47</b>	<b>-2028%</b>
<b>Capital Assets Addition</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>#DIV/0!</b>
<b>Increase/Decrease in Unrestricted Net Position</b>	<b>(71,386.90)</b>	<b>459,890.07</b>	<b>(23,857.40)</b>	<b>(483,747.47)</b>	<b>2028%</b>

## Explanations of Variances for July 31, 2022

- (1) Total Tenant Services – The favorable variance is due to Salaries being allocated to grants until closer to end of fiscal year.
- (2) Protective Services Expense – Based on Contracted Services with Huntsville Police Dept and a Private Security Company. The Private Security Company services the Tower Buildings for 24hr coverage and there are additional cost when services are used during Holidays. This expense will be reviewed and if it does not balance out, a revision to the budget will be needed.
- (3) Total General Expense – Pilot expense occurs once audit is complete and amounts have been verified.
- (4) Total Other – Prior to this coverage period our insurance deductible for damaged units was \$10,000 per unit. When policies renewed in April our deductibles changed to \$25,000 per unit. This was not known at the time of the budget. A revision to this line will be needed.

**HUNTSVILLE HOUSING AUTHORITY**

**Board of Commissioners' Meeting  
Agenda Item  
Control Document**

**Date:** September 19, 2022

**HHA Staff Representative:** Turkessa Coleman-Lacey, Deputy Executive Director

**Department:** Executive

**Board of Commissioners' Meeting (Date):** September 19, 2022, at 12:00 p.m.

**Board Agenda Item(s):**

1. Act on a Resolution Approving a Modernization Project for L.R. Patton. This activity is included in HHA's approved Capital Fund Program Five Year Action Plan. The units are currently vacant in preparation for the modernization activities.
2. Act on a Resolution Adopting Family Self-Sufficiency (FSS) Final Rule Action Plan.

**Date/Time/Place of Board of Commissioners' Committee Meeting:**

**Approved by:** \_\_\_\_\_ / \_\_\_\_\_  
Antonio McGinnis, Sr. Date  
Executive Director/CEO/Contracting Officer

**Department's Committee's Certification:**

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

**HHA Board Committee Member:** Leon D. Fountain, Chairman Date: 9/19/2022

**HHA Board Committee Member:** \_\_\_\_\_ Date: \_\_\_\_\_

**HHA Staff Member:** \_\_\_\_\_ Date: \_\_\_\_\_

## **HUNTSVILLE HOUSING AUTHORITY**

### **REQUEST FOR BOARD ACTION**

#### **Approval to Undergo a Modernization Project—LR Patton**

September 19, 2022

#### **INTRODUCTION**

Act on a resolution approving a Modernization Project for LR Patton. This activity is included in Huntsville Housing Authority's (HHA) approved Capital Fund Program Five Year/Action Plan. The units are currently vacant in preparation for the modernization activities.

#### **PURPOSE/OBJECTIVE**

The purpose of this request is to improve the physical conditions of the existing LR Patton units. The objective is to assure that this development continues to be decent, safe and affordable housing that will continue to serve lower income families.

#### **JUSTIFICATION/DESCRIPTION**

The physical improvements will reduce the number of units that are vacant and substandard. The project location is 206 Seminole Drive, Huntsville, AL 35805—a 100 residential unit development spaced over 19 buildings.

The modernization activities include but not limited to demolition and installation of the second-floor bath tubs, bath showers and surrounds; removal/replacement of 190 toilets, 190 bathroom sinks and 100 kitchen faucets; floors and baseboards are to be demoed and replaced in most areas; replacement of interior doors; remove/replace kitchen cabinets and counters; repainting of each unit; repair water damaged plaster in most but not all units. In addition to these general items, all buildings will be reroofed and sub floors will be replaced where needed.

#### **ECONOMIC IMPACT**

HHA is using \$41 million dollars in Capital Fund Program formula funding to modernize and upgrade LR Patton. Essentially, HHA is investing approximately \$40,000 in each residential unit.

#### **ALTERNATIVES**

None

#### **ATTACHMENTS**

Budget  
Schedule  
Architecture Renderings

#### **RECOMMENDATION**

The Executive Director/CEO recommends the approval of the LR Patton Modernization Project

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Antonio McGinnis, Sr.  
Executive Director/CEO

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Turkessa Coleman Lacey  
Deputy Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Category	Site Location	Budgeted Line Items	Budget 50119	LR PATTON RENOVATION	Revised Budget	Expended 50119	Balance To Be Expended
<b>140600</b>		<b>Operations</b>	<b>1,031,354.00</b>		<b>1,031,354.00</b>	<b>1,031,354.00</b>	-
140800	All Sites	Training					-
140800	All Sites	Computer Software	400,000.00		400,000.00	258,290.46	141,709.54
		<b>Subtotal 1408</b>	<b>400,000.00</b>	-	<b>400,000.00</b>	<b>258,290.46</b>	<b>141,709.54</b>
<b>141000</b>		<b>Administration</b>	<b>412,541.00</b>		<b>412,541.00</b>	<b>412,541.00</b>	-
<b>143000/01</b>		<b>A &amp; E</b>	<b>75,000.00</b>		<b>75,000.00</b>	<b>73,915.08</b>	<b>1,084.92</b>
1460	006	Ceiling Repair	188,026.00		188,026.00	22,802.30	165,223.70
1460	014	Ceiling Repair	39,593.06	(39,593.06)	-		-
1460	014	Shower Surrounds	273,900.00	(273,900.00)	-		-
1460	016	Water Intrusion Repair	318,384.00	(69,424.13)	248,959.87	248,959.87	-
<b>1460</b>	<b>14</b>	<b>LR Patton Modernization Project</b>	<b>479,412.59</b>	<b>479,412.59</b>	<b>479,412.59</b>	<b>479,412.59</b>	<b>479,412.59</b>
		<b>Subtotal 1460</b>	<b>819,903.06</b>	<b>96,495.40</b>	<b>916,398.46</b>	<b>271,762.17</b>	<b>644,636.29</b>
1465	002	HVAC	50,000.00		50,000.00	73,333.60	(23,333.60)
1465	014	HVAC	365,013.00	(5,709.40)	359,303.60	335,970.00	23,333.60
1465	016	HVAC	50,000.00		50,000.00	50,000.00	-
		<b>Subtotal 1465</b>	<b>465,013.00</b>	<b>(5,709.40)</b>	<b>459,303.60</b>	<b>459,303.60</b>	<b>(0.00)</b>
149500	003	Relocation Costs			-	1,785.00	(1,785.00)
	006	Relocation Costs	194,000.00	(90,786.00)	103,214.00	61,429.00	41,785.00
		<b>Subtotal 1495</b>	<b>194,000.00</b>	<b>(90,786.00)</b>	<b>103,214.00</b>	<b>63,214.00</b>	<b>40,000.00</b>
		<b>Choice Neighborhood</b>	<b>145,233.00</b>		<b>145,233.00</b>	<b>56,282.83</b>	<b>88,950.17</b>
1500	061/062	Debt Service	<b>605,105.94</b>		605,105.94	<b>605,105.94</b>	-
Totals			<b>4,148,150.00</b>	<b>0.00</b>	<b>4,148,150.00</b>	<b>3,231,769.08</b>	<b>916,380.92</b>

Expended as of 09/06/22  
 Balance Computer Software 3,231,769.08  
 Balance Choice Neighbor 141,709.54  
**Total Obligated 88,950.17**  
**Signed Contract 3,462,428.79**  
**Board Resolution**

Expended Obligation Meeting Requirement 83.47%

Obligation Required 90.00%

Obligation (270,906.21)

Shortfall

PIH Notice 2020-05

Disbursement Date 03-25-2026

OBLIGATION DATE 03-25-2024

Category	Site Location	Budgeted Line Items	Budget 501-20	LR PATTON RENOVATION	Revised Budget	Expended 501-20	Balance To Be Expended
<b>140600</b>		<b>Operations</b>	<b>1,068,400.75</b>		<b>1,068,400.75</b>	<b>1,023,011.29</b>	<b>45,389.46</b>
<b>140800</b>	<b>All Sites</b>	<b>Training</b>	<b>30,000.00</b>		<b>30,000.00</b>		<b>30,000.00</b>
<b>141000</b>		<b>Administration</b>	<b>427,360.00</b>		<b>427,360.00</b>	<b>427,360.00</b>	-
<b>143000/01</b>		<b>A &amp; E</b>	<b>205,000.00</b>		<b>205,000.00</b>	<b>42,850.88</b>	<b>162,149.12</b>
1460	002	Removal of Gas Furnace	72,000.00		72,000.00		72,000.00
1460	008	Water Lines	100,000.00		100,000.00		100,000.00
1460	008	Fire Exit Alarm Doors	56,949.19		56,949.19		56,949.19
1460	008	Storm Doors	78,000.00		78,000.00		78,000.00
1460	008	Handicap Accessible Doors	7,600.00		7,600.00		7,600.00
1460	011	Water Heaters	99,910.00		99,910.00		99,910.00
1460	019	Roofs	150,452.00		150,452.00		150,452.00
1460	014	Water Heaters	82,500.00	(82,500.00)	-		-
1460	014	Kitchen Counters and Sinks	65,500.06	(65,500.06)	-		-
1460	014	Install Toilets	46,000.00	(46,000.00)	-		-
1460	014	Shower Valves	27,500.00	(27,500.00)	-		-
1460	014	Interior Doors	260,325.00	(260,325.00)	-		-
1460	014	Security Storm Doors	32,000.00	(32,000.00)	-		-
<b>1460</b>	<b>014</b>	<b>LR Patton Modernization Project</b>		<b>817,028.99</b>	<b>817,028.99</b>		<b>817,028.99</b>
		<b>Subtotal 1460</b>	<b>1,078,736.25</b>	<b>303,203.93</b>	<b>1,381,940.18</b>	-	<b>1,381,940.18</b>
<b>149500</b>	<b>004</b>	<b>Relocation Costs</b>	<b>370,000.06</b>	<b>(283,162.93)</b>	<b>86,837.13</b>	<b>86,837.13</b>	-
<b>149700</b>		<b>Development Activities</b>	<b>520,041.00</b>	<b>(20,041.00)</b>	<b>500,000.00</b>	<b>500,000.00</b>	-
<b>1500</b>	<b>061/062</b>	<b>Debt Service</b>	<b>605,105.94</b>	-	<b>605,105.94</b>	<b>605,105.94</b>	-
Totals			<b>4,304,644.00</b>	-	<b>4,304,644.00</b>	<b>2,685,165.24</b>	<b>1,619,478.76</b>

Expended Obligation Meeting Requirement

62.38%

Obligation Required

90.00%

3,874,179.60

Obligation

Shortfall

(1,189,014.36)

LR Patton Modernization

817,028.99

Additional Funds to Obligate

(371,985.37)



## PIH Notice

Disbursement Date 02-22-2025

OBLIGATION DATE 02-22-2023

Category	Site Location	Budgeted Line Items	Budget 501-21	LR PATTON RENOVATION	Revised Budget	Expended 501-21	Balance To Be Expended
<b>140600</b>		<b>Operations</b>	<b>1,086,965.00</b>		<b>1,086,965.00</b>		<b>1,086,965.00</b>
<b>140800</b>	<b>All Sites</b>	<b>Training</b>	<b>30,000.00</b>		<b>30,000.00</b>		<b>30,000.00</b>
<b>141000</b>		<b>Administration</b>	<b>434,786.00</b>		<b>434,786.00</b>	<b>434,786.00</b>	-
<b>143000/01</b>		<b>A &amp; E</b>	<b>75,000.00</b>		<b>75,000.00</b>		<b>75,000.00</b>
1460	002	Installation of Fans	80,000.00	(80,000.00)	-		-
1460	006	Installation of Fans	520,000.08	(520,000.08)	-		-
1460	008	Installation of Fans	30,000.00	(30,000.00)	-		-
1460	010	Installation of Fans	95,000.00	(95,000.00)	-		-
1460	011	Installation of Fans	25,000.00	(25,000.00)	-		-
1460	014	Installation of Fans	80,000.00	(80,000.00)	-		-
1460	016	Installation of Fans	120,000.00	(120,000.00)	-		-
1460	051	Installation of Fans	200,000.00	(200,000.00)	-		-
1460	052	Installation of Fans	90,000.00	(90,000.00)	-		-
1460	014	Roof Repairs	96,159.00	(96,159.00)	-		-
1460	014	LR Patton Modernization Project		1,436,159.08	1,436,159.08		1,436,159.08
1460	002	Roof Repairs	70,000.00		70,000.00		70,000.00
1460	006	Roof Repairs	400,000.00		400,000.00		400,000.00
1460	052	Roof Repairs	360,000.00		360,000.00		360,000.00
		<b>Subtotal 1460</b>	<b>2,166,159.08</b>	<b>100,000.00</b>	<b>2,266,159.08</b>	-	<b>2,266,159.08</b>
		<b>Development Activities</b>	<b>100,000.00</b>	<b>(100,000.00)</b>	-		-
<b>1500</b>	<b>061/062</b>	<b>Debt Service</b>	<b>605,105.92</b>		<b>605,105.92</b>	<b>304,052.96</b>	<b>301,052.96</b>
Totals			4,498,016.00	-	4,498,016.00	738,838.96	3,759,177.04

Expended Obligation Meeting Requirement

16.43%

Obligation Required

90.00%

4,048,214.40

Obligation

Shortfall

(3,309,375.44)

LR Patton Modernization

1,436,159.08

Additional Funds to Obligate

(1,873,216.36)

Disbursement Date 05-11-26

OBLIGATION DATE 05-11-24

Category	Site Location	Budgeted Line Items	Budget 501-22	Expended 501-22	Balance To Be Expended
<b>140600</b>		<b>Operations</b>	<b>1,398,450.00</b>		<b>1,398,450.00</b>
<b>140800</b>	<b>All Sites</b>	<b>Training</b>	<b>30,000.00</b>		<b>30,000.00</b>
<b>141000</b>		<b>Administration</b>	<b>537,005.00</b>		<b>537,005.00</b>
<b>143000/01</b>		<b>A &amp; E</b>	<b>75,000.00</b>		<b>75,000.00</b>
<b>1460</b>	<b>014</b>	<b>LR Patton Modernization Project</b>	<b>1,367,400.00</b>		<b>1,367,400.00</b>
		<b>TO BE BUDGETED</b>	<b>580,837.08</b>		<b>580,837.08</b>
1465	008	Upgrade Elevator	400,000.00		400,000.00
1465	011	Upgrade Elevator	600,000.00		600,000.00
		<b>Subtotal 1465</b>	<b>1,000,000.00</b>	-	<b>1,000,000.00</b>
<b>1500</b>	<b>061/062</b>	<b>Debt Service</b>	<b>605,105.92</b>		<b>605,105.92</b>
Totals			5,593,798.00	-	5,593,798.00

**LR Patton Modernization Project Bid Timeframe:**

- February 24, 2022 - Finalize bid package
- March 1, 2022 - Advertise for bids
- First Bid opening – July 14, 2022
- Second Bid Opening – August 18, 2022
- August 30, 2022 Bids reviewed
- September 19, 2022 - Board Resolution to enter into a contract with the most responsible bidder
- September 26, 2022 - Preconstruction meeting with chosen contractor
- October 1 to November 1, 2022 - Contractor mobilization period
- November 1, 2022 - Start construction on Phase 1
- November 30, 2023 - Complete construction on Phase 6

**LR Patton Modernization Project Resident Relocation Timeframe:**

Relocation started on April 26, 2022. HHA will continue relocating residents as the renovations in the vacant units are completed. The following 24 units are currently vacant:

202 B Binford Drive  
202 D Binford Drive  
2102 D Vernon Avenue  
214 D Binford Drive  
220 C Binford Drive  
226 A Binford Drive  
226 B Binford Drive  
226 C Binford Drive  
226 D Binford Drive  
228 A Binford Drive  
228 B Binford Drive  
228 C Binford Drive  
228 H Binford Drive  
230 A Binford Drive  
230 B Binford Drive  
230 C Binford Drive  
230 D Binford Drive  
230 E Binford Drive  
230 F Binford Drive  
291 A Seminole Drive  
293 B Seminole Drive  
293 D Seminole Drive  
293 E Seminole Drive  
293 F Seminole Drive

**ARCHITECT:**

EDT-THA ARCHITECTURE  
218 RANDOLPH AVENUE SE, SUITE A  
HUNTSVILLE, ALABAMA 35801  
256.883.8496

**OWNER:**

HUNTSVILLE HOUSING AUTHORITY  
200 WASHINGTON ST.  
HUNTSVILLE, ALABAMA 35803  
256.539.0774



**HHA L.R. PATTON REPAIRS**

206 SEMINOLE DRIVE  
HUNTSVILLE, AL 35805

**VICINITY MAP**



HHA L.R. PATTON REPAIRS

OWNER  
HUNTSVILLE HOUSING AUTHORITY  
PROJECT ADDRESS  
206 SEMINOLE DRIVE  
HUNTSVILLE, AL 35805

ISSUE DATE  
2/24/2022  
DESIGNED BY  
FOR CONSTRUCTION  
BAC NUMBER  
PROJECT NUMBER  
211-16-01200  
REVISIONS  
No. Description  
C. CLARIFICATIONS 4/26/22

DRAWING TITLE  
COVER AND  
INDEX

RELATIONSHIP  
**G-001**



ROOM NAME	ROOM NUMBER	DOOR NUMBER	WINDOW TYPE	INTERIOR/EXTERIOR STORE/FRONT	WALL TYPE	CEILING TYPE	EQUIPMENT/ACCESSORIES	FINISH NUMBER	FIRE EXTINGUISHER CABINET	FIRE EXTINGUISHER W/ BRACKET (WALL MOUNTED)	MATCHLINE	BUILDING WALL / DETAIL SYMBOL	INTERIOR ELEVATION	NEW MASONRY WALL	NEW METAL STUD WALL	WALL REVOLVED IN PLACE	EXISTING WALL TO REMAIN	ELEVATION MARKER
ROOM NAME	ROOM NUMBER	DOOR NUMBER	WINDOW TYPE	INTERIOR/EXTERIOR STORE/FRONT	WALL TYPE	CEILING TYPE	EQUIPMENT/ACCESSORIES	FINISH NUMBER	FIRE EXTINGUISHER CABINET	FIRE EXTINGUISHER W/ BRACKET (WALL MOUNTED)	MATCHLINE	BUILDING WALL / DETAIL SYMBOL	INTERIOR ELEVATION	NEW MASONRY WALL	NEW METAL STUD WALL	WALL REVOLVED IN PLACE	EXISTING WALL TO REMAIN	ELEVATION MARKER

35



10

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INDEPENDENT COST ESTIMATE (ICE)
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This Independent Cost Estimate (ICE) is being conducted as required by 24 CFR 85.36(f)(1) and as detailed within Section 3.2 of HUD Procurement Handbook 7460.8 REV 2.

DEFINITION: An ICE HA's estimate, based on previous history or current market conditions, of how much the HA expects the item(s)/service(s) to cost.

JUSTIFICATION:

The basis for this ICE is (attach documentation):

- ☐ Examined the price paid in the most recent contract(s) and factored in inflation or changed market conditions;
- ☐ Detailed cost estimate previously received from potential supplier/contractor;
- ☐ Published catalog or price list;
- ☒ Other (explain): See Attached

Explanation of Costs:    Cost Estimate from Crawford & Company for  
   505 Johnson Towers

COMPLETED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

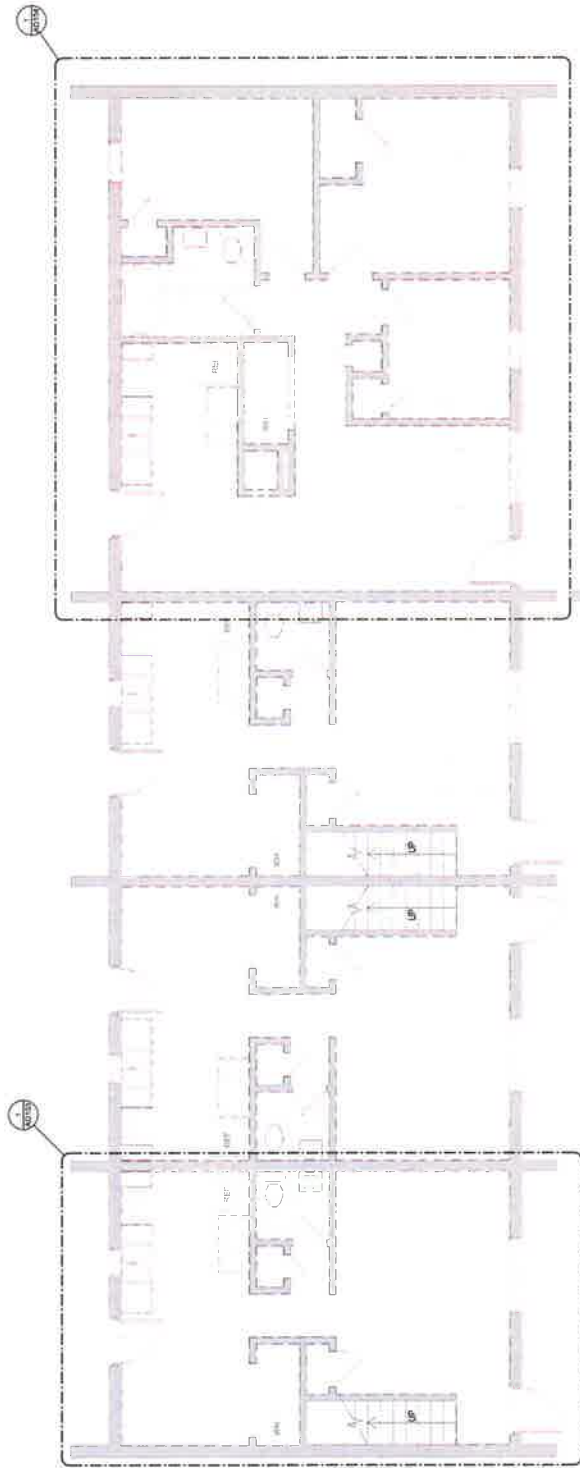




- GENERAL DEMOLITION NOTES:**

  - ALL INFORMATION SHOWN IS BASED ON FIELD MEASUREMENTS AND EXISTING RECORD DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO BEGINNING ANY DEMOLITION. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS.
  - REFER TO PLAN FOR THE CAMPUS CONFIGURATION OF THE 19 BUILDINGS WITHIN THIS PROJECT SCOPE.
  - COORDINATE WITH OWNER FOR ANY ITEMS TO BE SALVAGED.
  - COORDINATE WALLS / DOORS TO BE REMOVED WITH RENOVATION PLANS PRIOR TO DEMOLITION.
  - ALL DEMOLITION WORK SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS, INCLUDING WASTE DISPOSAL.
  - PROTECT REMAINING WORK AND DAMAGE ALL EXISTING ITEMS NOT SHOWN TO BE REMOVED.
  - ALL DEMOLITION & CONSTRUCTION DEBRIS TO BE HAULED OFF SITE AND LEGALLY DISPOSED OF AT A PERMITTED LOCATION.
- LEGEND:**

  - EXISTING TO BE DEMOLISHED
  - EXISTING TO BE REMAIN



**1 FLOOR PLAN**  
FIRST FLOOR DEMOLITION PLAN

1000

GENERAL DEMOLITION NOTES:

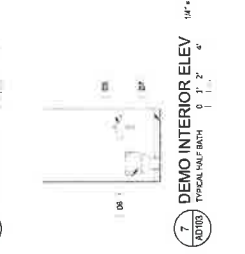
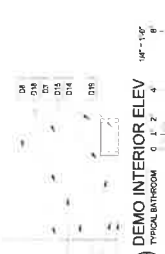
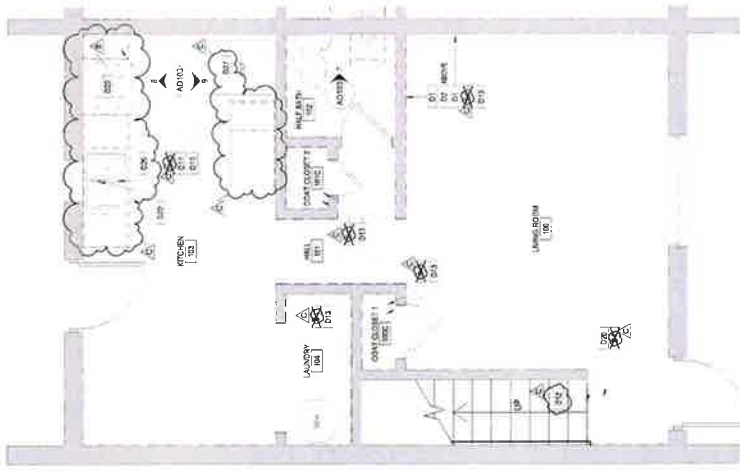
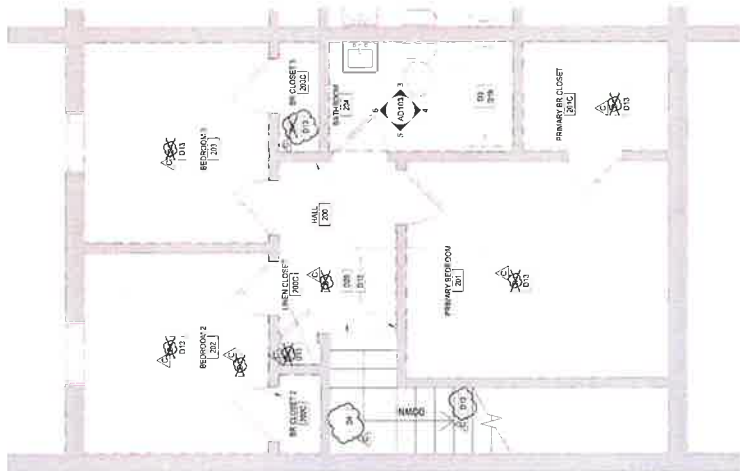
- ALL INFORMATION SHOWN IS BASED ON FIELD MEASUREMENTS AND EXISTING RECORD DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO BEGINNING ANY DEMOLITION. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS.
- REFER TO A-601 FOR THE CAMPUS CONFIGURATION OF THE 18 BUILDINGS WITHIN THIS PROJECT SCOPE.
- COORDINATE WITH OWNER FOR ANY ITEMS TO BE SALVAGED.
- COORDINATE WALLS / DOORS TO BE REMOVED WITH RENOVATION PLANS PRIOR TO DEMOLITION.
- ALL DEMOLITION WORK SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS, INCLUDING WASTE DISPOSAL.
- PROTECT FROM AREA - HEAVY AND DAMAGE ALL EXISTING ITEMS NOT SHOWN TO BE REMOVED.
- ALL DEMOLITION & CONSTRUCTION DEBRIS TO BE HAULED OFF SITE AND LEGALLY DISPOSED OF AT A PERMITTED LOCATION.

LEGEND:

- EXISTING TO BE DEMOLISHED
- EXISTING TO BE REMAIN

Keynote Legend

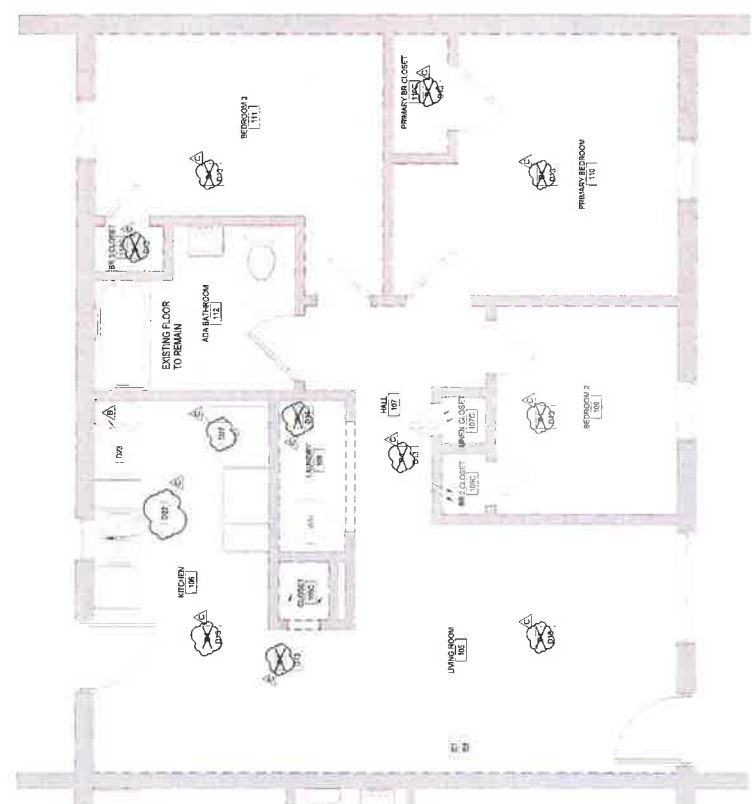
Key Value	Keynote Text
D1	REMOVE DAMAGED PLASTER AT WALL
D2	REMOVE DAMAGED PLASTER AT CEILING
D3	REMOVE TILE AT SHOWER SURROUNDS. INSPECT BACKING. REPAIR OR REPLACE AS NEEDED.
D4	REMOVE FLOOR FINISH AND PREPARE FOR NEW FLOORING.
D5	CAREFULLY REMOVE EXISTING WALL MOUNTED SINK.
D6	REMOVE EXISTING TOILET.
D7	REMOVE EXISTING TILE AT BATHROOM FLOOR.
D8	CAREFULLY REMOVE AND STORE EXISTING SHOWER GLASS PARTITION.
D9	REMOVE EXISTING WALL TILE
D10	REMOVE SHOWER HEAD AND VALVES
D11	REMOVE EXISTING BASE CABINETS, WALL CABINETS, AND PANTRY INTERIORS.
D12	ALTERNATE #2: REMOVE EXISTING START TREAD AND REPAIR OR REPLACE AS NEEDED.
D13	REMOVE EXISTING 1" X 1" X 1/2" FLOOR JOIST.
D14	REMOVE EXISTING SOAP DISH AT SHOWER.
D15	REMOVE EXISTING TOILET PAPER HOLDER.
D16	REMOVE EXISTING COVE WALL BASE.
D17	CAREFULLY REMOVE AND STORE EXISTING TOWEL BARS.
D18	REMOVE EXISTING BATH TUB.
D19	CAREFULLY REMOVE AND STORE EXISTING BAILING.
D20	REMOVE EXISTING BATH TUB.
D21	REMOVE EXISTING BATH TUB.
D22	REMOVE EXISTING BATH TUB.
D23	REMOVE EXISTING BATH TUB.
D24	REMOVE EXISTING BATH TUB.
D25	REMOVE EXISTING BATH TUB.
D26	REMOVE EXISTING BATH TUB.
D27	REMOVE EXISTING BATH TUB.



- GENERAL DEMOLITION NOTES:**
- ALL INFORMATION SHOWN IS BASED ON FIELD MEASUREMENTS AND EXISTING RECORD DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO BEGINNING ANY DEMOLITION. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS.
  - REFER TO A-801 FOR THE CAMPUS CONFIGURATION OF THE 19 BUILDINGS WITHIN THIS PROJECT SCOPE.
  - COORDINATE WITH OWNER FOR ANY ITEMS TO BE SALVAGED PRIOR TO DEMOLITION.
  - COORDINATE WALLS / DOORS TO BE REMOVED WITH RENOVATION PLANS PRIOR TO DEMOLITION.
  - ALL DEMOLITION WORK SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS, INCLUDING WASTE DISPOSAL.
  - PROTECT REMAINING WORK AND DAMAGE ALL EXISTING ITEMS NOT SHOWN TO BE REMOVED.
  - ALL DEMOLITION & CONSTRUCTION DEBRIS TO BE HAULED OFF SITE AND LEGALLY DISPOSED OF AT A PERMITTED LOCATION.

**LEGEND:**

Key Value	Key Note
01	REMOVE DAMAGED PLASTER AT WALL
02	REMOVE DAMAGED PLASTER AT CEILING
03	REMOVE DAMAGED PLASTER AT FLOOR
04	REMOVE DAMAGED PLASTER AT CHIMNEY
05	REMOVE EXISTING 2" UNIT BASE THROUGHOUT
06	REMOVE EXISTING BRICK FLOOR
07	REMOVE EXISTING BRICK FLOOR
08	REMOVE EXISTING BRICK FLOOR
09	REMOVE EXISTING BRICK FLOOR
10	REMOVE EXISTING BRICK FLOOR
11	REMOVE EXISTING BRICK FLOOR
12	REMOVE EXISTING BRICK FLOOR
13	REMOVE EXISTING BRICK FLOOR
14	REMOVE EXISTING BRICK FLOOR
15	REMOVE EXISTING BRICK FLOOR
16	REMOVE EXISTING BRICK FLOOR
17	REMOVE EXISTING BRICK FLOOR
18	REMOVE EXISTING BRICK FLOOR
19	REMOVE EXISTING BRICK FLOOR
20	REMOVE EXISTING BRICK FLOOR
21	REMOVE EXISTING BRICK FLOOR
22	REMOVE EXISTING BRICK FLOOR
23	REMOVE EXISTING BRICK FLOOR
24	REMOVE EXISTING BRICK FLOOR
25	REMOVE EXISTING BRICK FLOOR
26	REMOVE EXISTING BRICK FLOOR
27	REMOVE EXISTING BRICK FLOOR

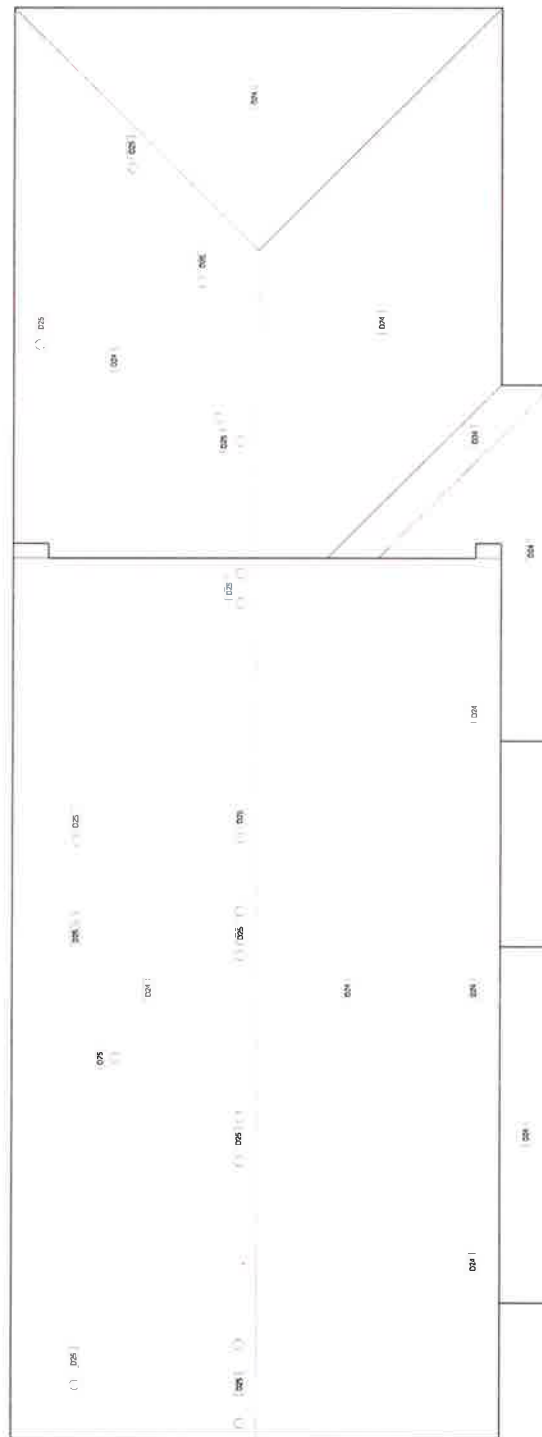


**FIRST FLOOR ADA DEMO PLAN**  
3/8" = 1'-0"

### ROOF DEMOLITION NOTES

1. ALL INFORMATION SHOWN IS BASED ON FIELD MEASUREMENTS AND EXISTING RECORD DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO BEGINNING ANY REMEDIATION. NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS.
2. REFER TO PLAN FOR THE GAMMA CONFIGURATION OF THE 19 BUILDINGS WITHIN THIS PROJECT SCOPE.
3. COORDINATE WITH OWNER FOR ANY ITEMS TO BE SALVAGED.
4. ALL DEMOLITION WORK SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS INCLUDING WASTE DISPOSAL.
5. PROTECT FROM WEATHER AND DAMAGE ALL EXISTING ITEMS NOT SHOWN TO BE REMOVED.
6. ALL DEMOLITION / CONSTRUCTION DESKING TO BE SALVAGED OFF SITE AND LEGALLY DISPOSED OF AT A PERMITTED LOCATION.

Keynote Legend	
Key Value	Keynote Text
D024	REMOVE EXISTING ROOF DOWN TO OSB/FLYWOOD SHEATHING. REMOVE EXISTING ROOF FLASHING. REPAIR SUBSTRATE WITH NEW OSB/FLYWOOD TO MATCH EXISTING.
D025	CAREFULLY REMOVE ROOF VENT FLASHING-ROOT. INSPECT ROOF VENT. NOTIFY ARCHITECT AND OWNER IF REPAIRS ARE REQUIRED. REPAIRS MAY VARY BY BUILDING LOCATION AND QUANTITY VARY BY BUILDING.



 **1**  
AD111/

**TYPICAL ROOF PLAN**  
0' 1" = 2'

ROOF DRAIN PLAN





Key Value	Keynote Text
A1	EXTING PLASTER TO RECEIVE NEW COAT OF PAINT THROUGHOUT UNIT. P1.1
A2	NEW FLOORING THROUGHOUT UNIT. U.P.1. WITH EXTENSION OF 2ND FLOOR BATHROOMS.
A3	NEW DOORS AND DOOR FRAMES TO BE PAINTED P1.2. TYPICAL
A4	NEW VINYL WALL BASE THROUGHOUT. U.P.1. WITH THE EXCEPTION OF BATHROOMS
A5	NEW KITCHEN COUNTERTOPS WITH PLASTIC LAMINATE
A6	REDUCT ALTERNATE P2) NEW STAIR TREADS WITH NOSING S1.1. AND RISERS. U.P.1.
A16	NEW DELTA KITCHEN SINK FAUCET MODEL P2102L OR APPROVED EQUAL
A17	PATCH AND REPAIR CRACKED PLASTER AT WALLS AND CEILING FOR DAMAGED PLASTER
A18	ALL EXISTING DOOR CUPBETS TO BE PAINTED P1.4
A19	REINSTALL HAND RAIL
A20	NEW BALD AND WALL CARPENTRY TO BE PAINTED P1.4

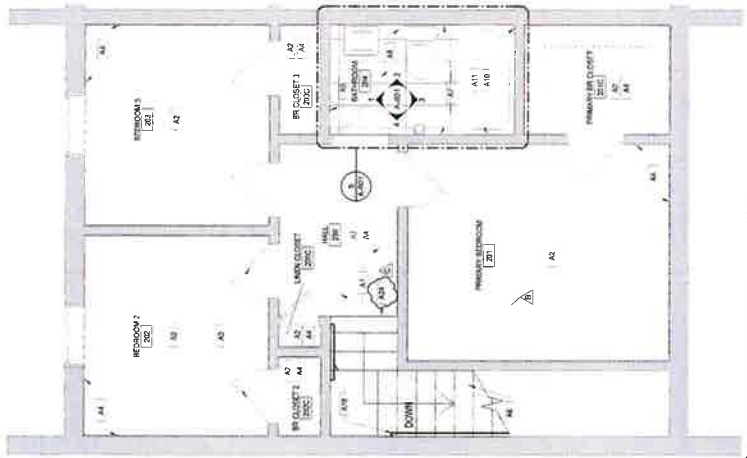
FLOOR PLAN GENERAL NOTES:

1. GENERAL NOTES APPLY TO ALL DRAWINGS.
2. ALL DIMENSIONS ARE APPROXIMATE AND TO BE VERIFIED IN FIELD BY GENERAL CONTRACTOR.
3. PROVIDE BIDDING FOR WALL MOUNTED ACCESSORIES AND COMPONENTS PER MANUFACTURERS REQUIREMENTS INCLUDING BUT NOT LIMITED TO: HOOKS, ANCHORS, FASTENERS, ACCESSORIES, ETC. COORDINATE WITH MOUNTING REQUIREMENTS.
4. SEAL ALL PENETRATIONS THROUGH FIRE/SMOKE BARRIERS AND FIRE WALLS WITH APPROVED UL FIRE RATED.
5. REFER TO A-101 FOR THE CAMPUS CONFIGURATION OF THE 19 BUILDINGS WITHIN THIS PROJECT SCOPE.

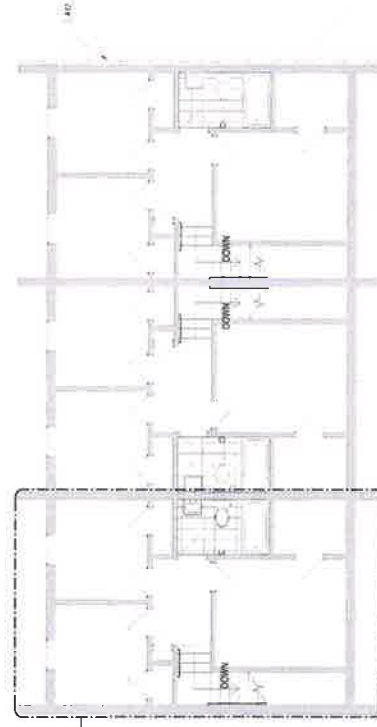
LEGEND:

- EXISTING TO BE DEMOLISHED
- EXISTING TO BE REMAIN

Key Value	Keynote Text
A1	EXISTING PLASTER TO RECEIVE NEW COAT OF PAINT THROUGHOUT UNIT. PT-1.
A2	NEW FLOORING THROUGHOUT UNIT. LVP-1, WITH THE EXISTING FLOORING IN BATHROOMS.
A3	INTERIOR DOORS AND DOOR FRAMES TO BE PAINTED PT-2, TYPICAL.
A4	NEW VINYL WALL BASE THROUGHOUT UNIT. VSB-1, WITH THE EXCEPTION OF BATHROOMS.
A5	IDENTIFY AND REPAIR NEW STAIR TREADS WITH EXISTING STAIR TREADS.
A6	INSTALL SCHLUTER DITRA WATERPROOFING MEMBRANE ON FLOOR AND KERDI ON WALLS WHERE TILE BASE. THE BATH TUB AND TUB SURROUND WILL BE INSTALLED. SEE MANUFACTURER'S INSTRUCTIONS FOR KERDI AND MEMBRANE TURN-UP. USE KERDI-BRAND AND KERDI-KERCK TO SEAL SEAMS IN KERDI.
A7	WATERPROOF BATH TUB SURROUND, BATH PIPING AND MIXING VALVE SEALS WHERE PLUMBING PROTRUDES THROUGH WALL. FOLLOW MANUFACTURER INSTRUCTION FOR PROPER INSTALLATION.
A8	NEW FLOOR TILE. PT-1 AND GRT-1.
A9	NEW WALL TILE. CT-1 WITH CT-2 AS BULLNOSE AND NEW KERDI ON WALLS WHERE TILE BASE.
A10	NEW ACRYLIC BATH TUB AND ACRYLIC SURROUND BY BATH FITTERS.
A11	NEW DELTA SHOWER HEAD, TRIM KIT AND VALVE.
A12	NEW PLUMBING ABOVE 1-STORY ROOF LINES. INSTALL AT VERTICAL LOCATIONS.
A13	NEW STAIRS PER DETAIL A-101.
A14	NEW TRANSITION STRIP BETWEEN STAIR TREAD AND LVP-1. SEE DETAIL A7/A8/1.



PLAN ENLARGEMENT  
 D8  
 A-102  
 TOWNHOUSE - SECOND FLOOR

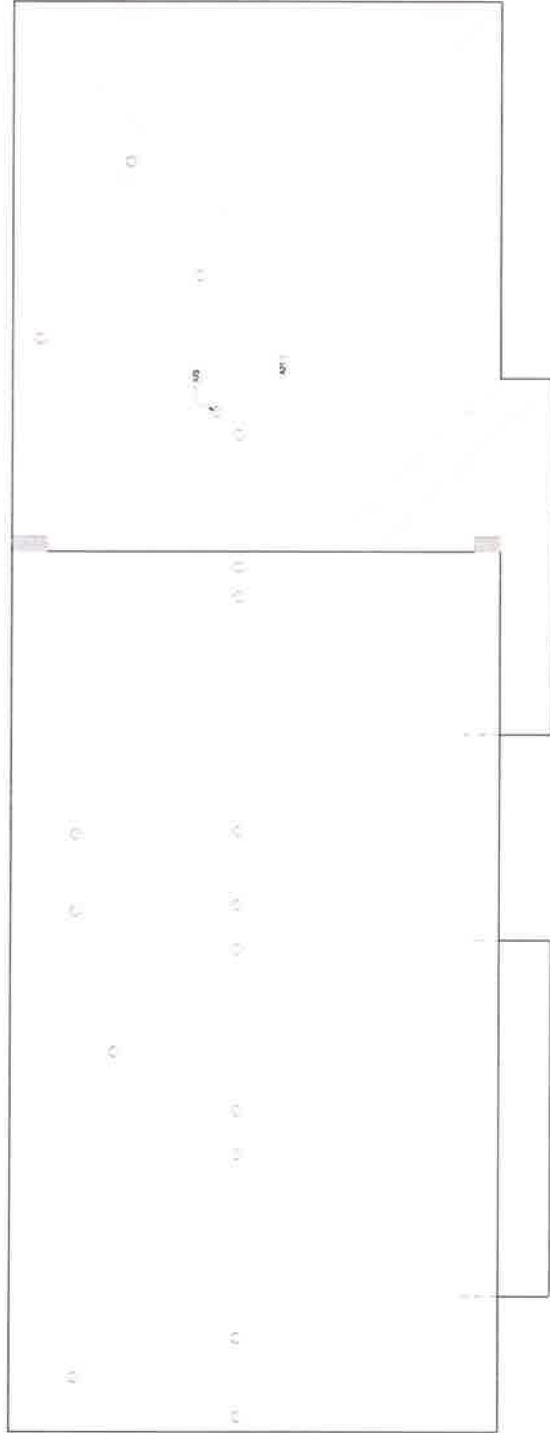


FLOOR PLAN  
 A9  
 A-102  
 SECOND FLOOR PLAN

ROOF GENERAL NOTES:

- ALL INFORMATION SHOWN IS BASED ON FIELD MEASUREMENTS AND EXISTING RECORD DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND CONDITIONS OF WORK. CONTRACTOR TO BE AWARE OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS.
- REFER TO A-101 FOR THE CURB/IS CONFIGURATION OF THE 19 BUILDINGS WITHIN THIS PROJECT SCOPE.
- ALL DOORPS TO BE ASPHALT SHINGLES UNLESS NOTED OTHERWISE.
- NEW ROOF VENTS TO BE MANUFACTURER STANDARD.
- NEW ROOF EDGE AT ALL ROOF EDGES. COLOR TO BE SELECTED BY ARCHITECT.
- SLOPES TO MAINTAIN EXISTING SLOPES ASSUMED 4:12 OR 4.5:12 SLOPE.
- FLASH AND SEAL ALL EXISTING ROOF PENETRATIONS.

Keynote Legend	
Key Value	Keynote Text
A21	NEW SHINGLE ROOF OVER UNDERLAYMENT. ASSUMED SLOPE IS 4:12 OR 4.5:12.
A22	NEW DRAIN EDGE AT ALL ROOF EDGES
A23	EXISTING ROOF PENETRATIONS TO BE RE-FLASHED AND GULCHED AS REQUIRED.



1  
A-111

TYPICAL ROOF PLAN

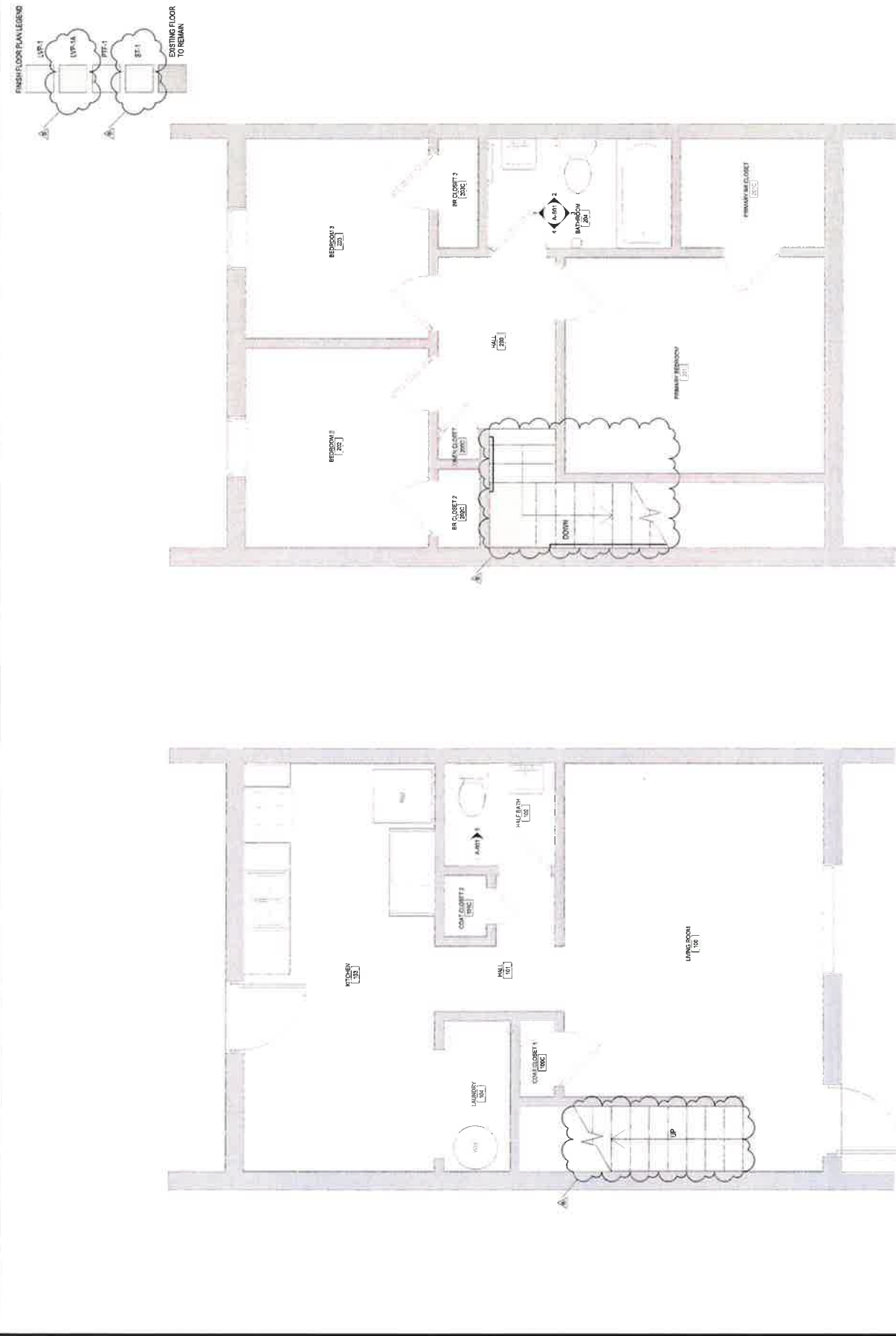
ROOF PLAN

0' 1' 2' 4' 8'

1/4" = 1'-0"







2 FLOOR PLAN  
SECOND FLOOR - FINISH PLAN

1 FLOOR PLAN  
FIRST FLOOR - FINISH PLAN

FINISH PLANS

A-701

HHA L.R. PATTON REPAIRS  
HUNTSVILLE HOUSING AUTHORITY  
PROJECT ADDRESS  
206 SEMINOLE DRIVE  
HUNTSVILLE, AL 35895

DATE  
2/24/2022  
ISSUED FOR CONSTRUCTION  
BAC NUMBER  
PROJECT NUMBER  
211-16-01200  
REVISIONS  
REV. NO. DESCRIPTION  
BY DATE

EDT-THA ARCHITECTURE  
ARCHITECTS  
218 Randolph Ave | Suite A  
Huntsville, AL 35801  
office 258.883.8495  
www.EDTinc.net



**DRAWING TITLE**

1991E DATE

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S



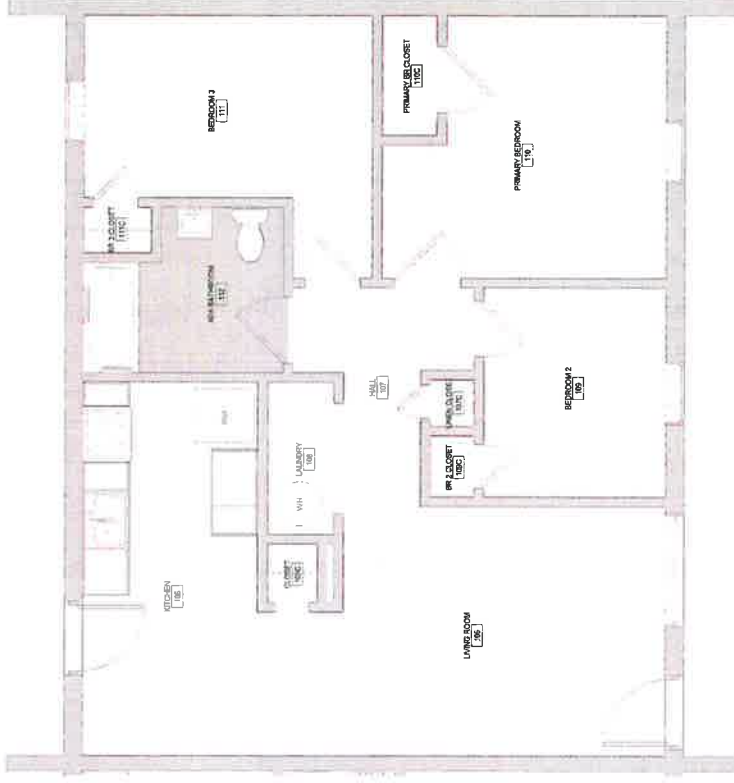
## NEW EDITION

218, Wardsington Ave. I. Sister A.

ENGINEERING DESIGN  
NOTES ON THE  
TECHNOLOGY OF

## PROPERTY A

### Seven of Cursive



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500-1-07

**FINISH FLOOR PLAN LEGEND**

12P-1A

3T-1

EXISTING FLOOR TO REMAIN

**RESOLUTION APPROVING MODERNIZATION  
PROJECT FOR LR PATTON**

**RESOLUTION NO. 2022-23**

WHEREAS, the Huntsville Housing Authority (HHA) solicited bids for modernization activities for the Asset Management Project (AMP) #14—LR Patton; and

WHEREAS, bids were received from the following companies in the following amounts;

COMPANY	BID AMOUNT
Gibraltar Construction	\$5,524,000
RYZEC Group	\$4,047,000

WHEREAS, HHA staff determined that the lowest responsive and responsible bidder is RYZEC Group; and

WHEREAS, total financing for the modernization activities is from the 2019-2022 Capital Fund;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of HHA hereby approves the Modernization Project for AMP #14—LR Patton and further resolves that the Executive Director/CEO is hereby directed to operate in accordance with the plan as approved.

ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2022

\_\_\_\_\_  
Leon D. Fountain, Chairperson

SEAL

Attest:

\_\_\_\_\_  
Antonio McGinnis, Sr., Executive Director/CEO

# **Huntsville Housing Authority**

## **REQUEST FOR BOARD ACTION**

### **ACT ON A RESOLUTION ADOPTING THE FAMILY SELF- SUFFICIENCY (FSS) FINAL RULE ACTION PLAN**

September 19, 2022

#### **INTRODUCTION**

Huntsville Housing Authority's (HHA) Administration of the FSS program and the functions and responsibilities of PHA staff shall comply with the PHA's personnel policy and HUD's family self-sufficiency regulations, as well as all Section 8 and public housing regulations, in addition to federal, state, and local fair housing laws and regulations.

#### **PURPOSE/OBJECTIVE**

HHA must have a HUD-approved action plan before implementing an FSS program. The action plan must comply with the requirements specified for the FSS Plan's regulations. The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan.

#### **JUSTIFICATION/DESCRIPTION**

HHA has determined that it is necessary to adopt the family self-sufficiency action plan is set forth to define the PHA'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.

#### **ECONOMIC IMPACT**

None.

#### **ATTACHMENTS**

The Family Self-Sufficiency Program Administrative Rules and Regulation's recommended Action Plan.

The Executive Director/CEO recommends the Board approves adopting the implementation of the FSS Action Plan.

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Antonio McGinnis, Sr.  
Executive Director/CEO

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Turkessa Coleman-Lacey  
Deputy Executive Director

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Date

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Date



*Growing Communities One Family At A Time  
For 70 Years*

**FSS ACTION PLAN  
FOR THE  
Huntsville Housing Authority  
FAMILY SELF-SUFFICIENCY PROGRAM  
Revised As of September 15, 2022**

**Submitted to HUD:**



## Chapter 1

### THE FAMILY SELF-SUFFICIENCY PROGRAM AND THE FSS ACTION PLAN

#### INTRODUCTION

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.

Part I: The Family Self-Sufficiency (FSS) Program and FSS Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: 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 I: THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FSS ACTION PLAN

##### 1-I.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 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, family self-sufficiency 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). In 2018, expansive changes were made to the FSS program by the Economic Growth, Regulatory Relief, and Consumer Protection Act known as “the Economic Growth Act” or “the Act.”

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 family self-sufficiency program is administered by the **Huntsville Housing Authority** for the jurisdiction of **City of Huntsville/County of Madison County**.





### **1-I.B. APPLICABLE REGULATIONS**

Applicable regulations for Section 8 and public housing FSS programs include:

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

### **1-I.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 conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan. This FSS action plan is a supporting document to the PHA Agency Plan and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define the PHA'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.

The PHA 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 PHA staff shall comply with the PHA's personnel policy and HUD's family self-sufficiency regulations, as well as all Section 8 and public housing regulations, in addition to federal, state, and local fair housing laws and regulations.

## **PART II: REQUIREMENTS OF THE FSS ACTION PLAN**

### **1-II.A. OVERVIEW**

A PHA 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)].





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-II.B. HUD APPROACH TO POLICY DEVELOPMENT**

In developing policy for the FSS action plan, PHAs need to be aware of the distinction HUD makes between mandatory and discretionary policies.

- *Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.
- *Discretionary policies* consist of those developed for areas in which the PHA has regulatory discretion, or regarding optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies the PHA has adopted. The PHA's FSS action plan is the foundation of those policies and procedures for the FSS program. HUD's directions require PHAs to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA 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 than HUD's safe harbor, but PHAs should carefully consider those decisions.

### **1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION**

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

When developing an FSS action plan, a 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).

For all voluntary or mandatory FSS programs, the PHA 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 the PHA 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).

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

PHAs implementing both a Section 8 FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the PHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

#### **HHA Policy**

The HHA is implementing both an HCV FSS program and a public housing FSS program and will submit one action plan, the policies in which apply to both programs.



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

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless the PHA proposes to make policy changes to the action plan, increase the size of a voluntary program, or revise the FSS action plan as needed to comply with changes in HUD regulations. The PHA must submit any changes to the action plan to HUD for approval.

### **HHA Policy**

The HHA will review and update the action plan at least once a year, and more often if needed, to reflect changes in regulations, HHA operations, or when needed to ensure staff consistency in operation.

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

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 the PHA for operation of a local FSS program as follows:

- 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)
- 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)
- Eligible families from any other local self-sufficiency program who are expected to agree to executing an FSS contract of participation. (Chapter 2)
- A statement of the PHA'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)
- A description of the incentives that the PHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)
- Outreach efforts, which include a description of the PHA's efforts to recruit eligible families, the actions the PHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known. (Chapter 4)
- 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)
- A description of the PHA's method for identifying family support needs, including how the PHA will identify the needs and deliver the services. (Chapter 4)
- A description of the PHA's policies regarding program termination or withholding of services based on a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)



- 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 Section 8 or public housing program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)
- A timetable for implementation of the FSS program, including the schedule for filling FSS slots with eligible FSS families. (Chapter 2)
- A certification that development of the services and activities under the FSS program has been coordinated with programs under Title I of the Workforce Innovation and Opportunity Act, other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area, and will continue to be coordinated to avoid duplication of services and activities.

**Optional Additional Information [24 CFR 984.201(d)(13)].**

- HUD encourages additional information in the action plan that would help to determine the soundness of the PHAs proposed FSS program.

**HHA Policy**

The HHA will submit additional optional information in this action plan that will help HUD determine the soundness of the proposed FSS program.

This information includes:

Policies related to the modification of goals in the ITSP. (Chapter 5)

Policies on the circumstances in which an extension of the contract of participation may be granted. (Chapter 5)

Policies on the interim disbursement of escrow, including any limitations on the use of the funds. (Chapter 6)

Policies regarding eligible uses of forfeited escrow funds by families in good standing. (Chapter 6)

Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating. (Chapter 4)

Policies on requirements for documentation for goal completion. (Chapter 4)

Policies on documentation of the household's designation of the "head of FSS family." (Chapter 4)

Policies for providing an FSS selection preference for porting families if the PHA elects to offer such a preference. (Chapter 7)



### **1-II.E. FAMILY DEMOGRAPHICS [24 CFR 984.201(d)(1)]**

As part of the required contents of the FSS action plan, family demographics of the Section 8 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). These 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.

The Huntsville Housing Authority's racial and ethnic make-up of the FSS program will reflect that of the HCV program and Public Housing population. Most of participants will be primarily female heads of household with or without children. Approximately 16.5% of HHA-assisted households are White, 83% Black/African American, and .5% is other racial groups. Huntsville Housing Authority's FSS Program will serve a minimum of 400 families in the Madison County area. At least 125 families will come from the HCV Program and 150 will come from Public Housing.



## Chapter 2

### PURPOSE, SCOPE, AND APPLICABILITY OF THE FAMILY SELF-SUFFICIENCY PROGRAM

#### INTRODUCTION

This chapter contains information about the 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 the PHA's voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

**Part I: The Purpose and Basic Requirements of the FSS program:** This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

**Part II: The Scope of the FSS program:** This part contains information about housing assistance programs eligible to participate in FSS, the size of the PHA's FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

**Part III: Program Operation:** This part specifies the requirements for FSS program operation, including voluntary FSS program implementation.

**Part IV: The Definitions of Terms Used in the PHA's FSS program:** This section contains both HUD and PHA definitions for terms used in this policy document.

#### PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM

##### 2-I.A. PURPOSE

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Section 8 and public housing assistance programs 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)].

In addition to this broader national goal of the FSS program, the PHA also establishes a local goal consistent with the PHA's mission statement to serve as a guide for establishing policy and implementing the FSS program.

##### **HHA Policy**

The local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a "living wage." This wage would pay for the family's basic needs without the use of government subsidies.



## **2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102]**

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 housing subsidies. 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, business and social skills necessary to achieve self-sufficiency. 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 PHA policy.

### **HHA Policy**

On the local level, the PHA will achieve the national program objective by offering low-income families a broad range of services through partnering with the program coordinating committee (PCC). 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-I.A. of this document.

## **2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]**

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.

## **PART II: SCOPE OF THE FSS PROGRAM**

### **2-II.A. HOUSING-ASSISTED FAMILIES ELIGIBLE TO PARTICIPATE IN FSS**

The Section 8 and public housing programs through which families are eligible to participate in the FSS program was expanded by the 2018 Economic Growth Act to allow participants in HCV Homeownership, Moderate Rehabilitation, Moderate Rehabilitation Single Room Occupancy, and Family Unification Program (FUP), including the Foster Youth to Independence (FYI) Initiative.

### **2-II.B. PHAs REQUIRED TO OPERATE AN FSS PROGRAM**

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. 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.

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. 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.

Every PHA that was required to administer an FSS program on May 24, 2018 (the enactment date of the Economic Growth, Regulatory Relief, and Consumer Protection Act) must continue



to operate that FSS program for the total number of families determined by HUD on that date unless the PHA receives an exception as described in 24 CFR 984.105(d).

### **Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]**

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

#### **HHA Minimum Program Size**

The HHA does not have a mandatory minimum program size requirement and operates a voluntary FSS program.

#### ***Maintaining Mandatory Minimum Program Size***

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants successfully complete the program. Per the regulation, for each family that completes the program by fulfilling its FSS contract of participation on or after May 24, 2018, the mandatory minimum program size for a PHA's FSS program is reduced by one slot. 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)(2)].

#### **HHA Policy**

The HHA has met its FSS mandatory minimum program size.

#### ***Option to Operate Larger FSS Program***

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)].

#### **HHA Policy**

The HHA has no mandatory minimum program size and operates a voluntary FSS program of approximately 250 families.

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

The requirement to establish and carry out an FSS program may be waived with approval from HUD. 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, a lack of the availability of programs under the Workforce Innovation and Opportunity Act, 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.

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.

#### ***Reduction in Program Size***

*Rather than a full exception to program operation, a PHA may also be permitted to operate an 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)].*

### ***Expiration of Exception***

The approval for a full or partial exception to the FSS minimum program size requirement expires five years from the date of HUD approval of the exception. 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)].

## **2-II.C. COOPERATIVE AGREEMENTS [24 CFR 984.106]**

A PHA may enter into a Cooperative Agreement with one or more multifamily-assisted housing owners to voluntarily make the PHA's FSS program available to the owner's housing tenants. The Cooperative Agreement must include all the requirements for such agreements found in 24 CFR 984.106 and 24 CFR 887.107.

### **HHA Policy**

The HHA does not have a Cooperative Agreement to make the HHA's FSS program available to multifamily-assisted housing owner's housing tenants. Therefore, no additional families from other programs are expected to execute an FSS contract of participation.

## **2-II.D. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]**

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.

### **HHA Policy**

250 eligible FSS families 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-II.E. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]**

If applicable, the PHA 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.

### **HHA Policy**

The HHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

## **2-II.F. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]**

A PHA that wishes to operate a joint FSS program with other PHAs or owners of multifamily-assisted housing may combine its resources with one or more of these entities 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.

### **HHA Policy**

The HHA will not combine its resources with any other PHA to deliver support services, have a joint action plan, or establish or operate a combined FSS Program.

## **PART III: PROGRAM OPERATION**

### **2-III.A. OVERVIEW**

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when the PHA is expected to have attained full enrollment. A timetable illustrating when the PHA intends to meet these deadlines is included as part of the required contents of the action plan.

### **2-III.B. PROGRAM IMPLEMENTATION DEADLINE**

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

#### **Voluntary Program [24 CFR 984.301(a)]**

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied (see Sections 1-II.A.–1-II.D.).

### **2-III.C. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(13)]**

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan.

### **HHA Policy**

The HHA is already implementing its FSS program.

## **PART IV: DEFINITIONS**

### **2-IV.A. DEFINITIONS [24 CFR 984.103]**

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. The term *very low-income family* is defined in 24 CFR 813.102 and 24 CFR 913.102.

The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

*Baseline annual earned income* means the FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. When calculating



baseline annual earned income, all applicable exclusions of income must be applied, *except for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may apply to the determination of annual income.

*Baseline monthly rent* means 1) the FSS family's total tenant payment (TTP), as of the effective date of the FSS contract, for families paying an income-based rent as of the effective date of the FSS contract; or 2) the amount of the flat or ceiling rent (which includes the applicable utility allowance), and including any hardship discounts, as of the effective date of the FSS contract. For families paying a flat or ceiling rent this is as of the effective date of the FSS contract.

#### **HHA Policy**

*Benefits* means a government benefit of money or monetary value given to an individual by a federal, state, or local government agency for purposes of financial assistance, including but not limited to, Medicaid, supplemental nutritional assistance program benefits and Social Security, Temporary Assistance for Needy Families, and unemployment compensation benefits.

#### **HHA Policy**

*Benefits cliff* means the sudden and often unexpected decrease in public benefits that can occur with a small increase in earnings. When income increases, families sometimes lose some or all economic supports.

#### **HHA Policy**

*Certain interim goals* mean the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date.

*Certification* means a written assertion based on supporting evidence, provided by the FSS family or the PHA or owner, which must be maintained by the PHA or owner in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification. These must be made available for inspection by HUD, the PHA or owner, and the public, when appropriate. In addition, these will be considered accurate unless the Secretary or the PHA or owner, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

*Chief executive officer (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.

*Contract of participation (CoP)* means a contract in a form approved by HUD, entered into between a participating FSS family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered in 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. For additional detail, see 24 CFR 984.303.

*Current annual earned income* means the FSS family's total annual earned income from wages and business income (if any) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract. When calculating current annual earned income, all applicable exclusions of income will apply, including any disregarded earned income and other



adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income.

*Current monthly rent* means either the FSS family's TTP as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying an income based rent as of the most recent reexamination of income; or the amount of the flat rent, including applicable utility allowance or ceiling rent. This amount must include any hardship discounts, as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying a flat rent or ceiling rent as of the most recent reexamination of income.

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

*Effective date of contract of participation* means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

*Eligible families* for the FSS program means current participants in Section 8, residents of public housing, or residents in multifamily-assisted housing if a Cooperative Agreement exists.

#### **HHA Policy**

*Enhance the effectiveness of the FSS program* means a demonstrable improvement in the quality of an FSS program in which the enrollment ratio, escrow balance average, and graduation rate is at or above the national average as measured in HUD's Composite Scores in FR Notice 11/15/18.

*Enrollment* means the date that the FSS family entered the contract of participation with the PHA.

*Family self-sufficiency program* or *FSS program* means the program established by a PHA 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.

*FSS escrow account* means the FSS escrow account authorized by section 23 of the 1937 Act.

*FSS escrow credit* means the amount credited by the PHA to the participating family's FSS account.

*FSS family* means a family that receives Section 8 assistance or resides in public housing (section 9), that elects to participate in the FSS program, and whose designated adult member (head of FSS family) has signed the CoP.

*FSS family in good standing* means an FSS family that is in compliance with their FSS CoP, has either satisfied or are current on any debts owed the PHA or owner, and is in compliance with the regulations in 24 CFR Part 5 regarding participation in the relevant rental assistance program.

*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*.





*FSS slots* refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective Section 8 and public housing FSS program.

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

*FY* means federal fiscal year (starting with October 1, and ending September 30, and designated by the calendar year in which it ends).

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

*Individual Training and Services Plan (ITSP)* means a written plan that is prepared by the PHA or owner in consultation with a participating FSS family member (the person with for and whom the ITSP is being developed), and which describes the final and interim goals for the participating FSS family member, the supportive services to be provided to the participating FSS family member, the activities to be completed by that family member, and the agreed upon completion dates for the goals, and activities. Each ITSP must be signed by the PHA or owner and the participating FSS family member and is attached to and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS program, including the head of FSS family who has signed the CoP.

#### **HHA Policy**

*Knowledgeable professional* means a person who is knowledgeable about the situation, has training, education, certification, or licensure provided by recognized professional associations and institutions that legitimizes their professional opinion, is competent to render a professional opinion, and is not able to gain, monetarily or otherwise, from the PHA FSS program decision in the area to which they are certifying.

*Multifamily-assisted housing, also known as project-based rental assistance (PBRA)*, means rental housing assisted by a Section 8 Housing Payments Program, pursuant to 24 CFR Parts 880, 881, 883, 884, and 886.

#### **HHA Policy**

*Other costs related to achieving obligations in the contract of participation* means any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP.

*Owner* means the owner of multifamily-assisted housing.

*Participating family* is defined as *FSS family* in this section.

*Program coordinating committee (PCC)* means the committee described in 24 CFR 984.202.

*Public housing* means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.



*Section 8* means assistance provided under Section 8 of the 1937 Act (42 U.S.C. 1437f). Specifically, multifamily-assisted housing, as defined in this section; tenant-based and project-based rental assistance under section 8(o) of the 1937 Act; the HCV homeownership option under section 8(y) of the 1937 Act; Family Unification Program (FUP) assistance under section 8(x) of the 1937 Act; and the Section 8 Moderate Rehabilitation (Mod Rehab) for low-income families and Moderate Rehabilitation Single Room Occupancy (Mod Rehab SRO) for homeless individuals under 24 CFR part 882.

*Self-sufficiency* means that an FSS family is no longer receiving Section 8, public housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

### **HHH Policy**

*Supports* means, but is not limited to, transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator.

*Supportive services* mean those appropriate services that a PHA will coordinate on behalf of an FSS family under a CoP. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; and personal welfare services that include substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services; household management; money management; 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 financial empowerment that may include financial literacy, coaching, asset building, money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

*Unit size or size of unit* refers to the number of bedrooms in a dwelling unit.

*Very low-income family* is defined as set out in 24 CFR 813.102 *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. Welfare assistance does not include nonrecurrent, 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 and emergency rental and utilities assistance; and SSI, SSDI, or social security.

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## Chapter 3

### PROGRAM ADMINISTRATION

#### INTRODUCTION

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 I: 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 II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement in all FSS programs other than multifamily housing assistance. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

#### PART I: STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES

##### 3-I.A. OVERVIEW

Several functions of program administration are crucial to running an FSS program. A PHA may need to employ a program coordinator or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work to keep the program running smoothly. Finally, PHAs need to sort out whether and how to make common areas or unoccupied units available to provide supportive services.

##### 3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS

[24 CFR 984.301(b)]

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

##### HHA Policy

The HHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.



### **3-I.C. FSS PROGRAM COORDINATOR RESPONSIBILITIES**

#### **Primary Role of the FSS Program Coordinator**

The FSS Program Coordinator is responsible for building partnerships with service providers in the community, working with the Program Coordinating Committee (PCC) and local service providers to ensure that FSS program participants are linked to the supportive services they need to achieve self-sufficiency, preparing an Individual Training and Services Plan (ITSP) for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, making certain that the services included in the participants' CoP are provided on a regular, ongoing, and satisfactory basis, ensuring FSS participants are fulfilling their responsibilities under the CoPs, monitoring progress of participants, and establishing and properly maintaining FSS escrow accounts for eligible families. FSS coordinators may also provide outreach, recruitment, goal setting, case management and coaching for FSS participants, and tracking of FSS program performance.

FSS Program Coordinators funded under the FSS Coordinator Notice of Funding Opportunity (NOFO) may not perform the routine public housing or Section 8 program functions of housing eligibility, leasing, rent calculation, and portability that are funded through Section 8 administrative fees or public housing operating funds unless doing so would enhance the effectiveness of the program. If conducting these functions would enhance the effectiveness of the FSS program, the PHA must seek prior approval from HUD of those enhancements to the FSS program and certify that doing so will neither interfere with the FSS Coordinator's ability to fulfill their primary role nor be used to balance or fill in for gaps in traditional staffing.

Performance of routine Section 8 or public housing functions for non-FSS families does not enhance the effectiveness of the FSS program and is therefore an ineligible use of FSS funds [2021 FSS NOFO, p. 36].

#### **HHA Policy**

The HHA will not require the FSS Program Coordinator to perform the routine Section 8 or public housing program functions of housing eligibility, leasing, rent calculation, and portability that are funded through Section 8 administrative fees or public housing operating funds.

### **3-I.D. ADMINISTRATIVE FEES AND COSTS**

The Consolidated Appropriations Act of 2014 combined funding streams for the Section 8 and public housing FSS programs. FSS funding is now awarded through one NOFO. Use of this funding is no longer restricted to the applicable program and funding now may be used to serve both Section 8 and public housing FSS participants. Funding for FSS Coordinators salary, benefits, and training as well as limited administrative costs is awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), rather than as an amendment to the PHA's Annual Contributions Contract (ACC). These funds are separate from other available funds that may be used.





## **Section 8 FSS Program**

In the Section 8 programs, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(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].

See 24 CFR 982.152 and PIH 2022-18 for details on the eligible use of administrative fees.

## **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 the PHA incurs in carrying out the program only when funds have been appropriated. However, a PHA may use other resources for this purpose [24 CFR 984.302(a)].

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

### **HHA Policy**

The HHA will make \$20,000 of Operating Funds available to provide administrative costs under the Public Housing FSS Program.

## **3-I.E. SUPPORTIVE SERVICES FEES AND COSTS**

### **Section 8 FSS Supportive Services**

In the Section 8 program, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from unrestricted net position [see Notice PIH 93-24, E-3].

The PHA may seek additional funds from HUD through submitting grant applications or seek grants from other sources when available.

In addition to unrestricted net position and other grant sources, the FSS forfeited escrow account can fund FSS supportive services. See Section 6-I.E. for eligible supportive services costs.

### **Public Housing FSS Supportive Services**

In public housing, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from the Operating Fund. However, the costs of FSS supportive services are only reimbursed through the operating subsidy when appropriations allow it.

FSS public housing supportive services can also be funded through other HUD grants or related government and foundation grants, when available.



### **HHA Policy**

The HHA will make Operating Funding available to provide supportive service costs under the public housing FSS program.

### **3-I.F. USE OF FORFEITED ESCROW ACCOUNTS FUNDS**

In addition to Section 8 unrestricted net assets, public housing operating funds, and other grant sources, the FSS forfeited escrow account funds must be used for the benefit of FSS participants, which includes supports and other costs for FSS participants in good standing. HUD does not provide an exhaustive list of these supports. However, the supports include, but are not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the contract of participation as well as training for FSS Program Coordinators.

### **HHA Policy**

1. The HHA will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses or if the family can demonstrate 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 in the ITSP.
2. The HHA will use forfeited escrow accounts for training provided to FSS Coordinators.
3. The HHA will define *supports* as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s)
4. The HHA will define *other costs related to achieving obligations in the CoP* as any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s).

The HHA will define *necessary to complete* as meaning that no other resources are available in the community either because such a resource is non-existent or that resources are utilized above capacity and agencies cannot, for an indetermined period, provide such a resource.

The HHA will provide funds from the forfeited escrow account to FSS participants in good standing before requiring the participant to use an “interim” disbursement from their current escrow account so long as:

The funds requested are needed to complete an interim goal or task within the CoP and are not ongoing expenses; or if 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.

The HHA will prioritize requests for funds from forfeited escrow accounts initially on a first come first served basis based on the date and time of the request. After that order is established, while still preserving the first come first served basis, the PHA will apply the following priorities:

Priority 1: Funds to meet a goal in the ITSP that is necessary to ensure the safety and wellbeing of victims of domestic violence, dating violence, sexual assault, and stalking as defined in the PHA's Section 8 Administrative Plan and public housing Admissions and Continued Occupancy Policy regarding VAWA.

Priority 2: Funds to meet a goal in the ITSP that is necessary to stabilize health, safety, and welfare of the FSS participant or family that if left unattended would jeopardize education, training, or employment.

Priority 3: Funds to meet a goal in the ITSP that is necessary to further education, training, and employment goals in the ITSP including childcare, transportation, and medical costs if the lack of any of these prevents completion of the education, training, and employment.

Priority 4: Funds to meet a goal in the ITSP that is necessary to further any other goal or tasks.

### **3-I.G. ON-SITE FACILITIES**

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. This includes using such areas for participants in a Section 8 FSS program.

#### **HHA Policy**

The HHA will provide supportive services under the FSS program for HCV FSS participants at 200 Washington Street, Huntsville, AL 35801 and Public Housing FSS participants at 2201 Clinton Avenue, Huntsville, AL 35805.

## **PART II: PROGRAM COORDINATING COMMITTEE**

### **3-II.A. OVERVIEW**

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].

The PCC must consist of specific members, which are dependent upon whether the PHA is operating Section 8, public housing, or multifamily assisted housing FSS programs. In addition to these required members, the PCC may also include additional members recommended by regulation.



### **3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP**

#### **Required PCC Membership [24 CFR 984.202(b)(1)]**

The PCC required members consist of representatives of the PHA, including at least one FSS Program Coordinator, and one or more participants from each HUD rental assistance program (Section 8, public housing, or multifamily assisted housing) served by the PHA's FSS program.

##### **HHA Policy**

The HHA's Representatives to the program coordinating committee will be the Executive Director and at least one FSS Program Coordinator and one or more participants from each of the housing programs in which there is an FSS program: Section 8, public housing, and multifamily assisted housing, as applicable.

#### **Assistance in Identifying Potential PCC Members [24 CFR 984.202(b)(1)]**

The PHA may seek assistance from area-wide, city-wide, or development-based resident councils, the resident management corporation, or the Resident Advisory Board, in identifying potential PCC members.

##### **HHA Policy**

The HHA will seek assistance in identifying potential members of the PCC from area-wide, city-wide, and development-based resident councils, the resident management corporation, or the Resident Advisory Board.

#### **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 the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Innovation and Investment Act, 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.

##### **HHA Policy**

The HHA's FSS program coordinating committee membership will include, but is not limited to, leadership from the following organizations:

- Department of Human Resources- Provides assistance for child care, nutritional, employment and financial programs
- Madison County Health Department- Provides health screenings and family planning programs
- Family Services Center- Provides housing, family, mental health and parenting counseling
- Habitat for Humanity- Provides housing counseling and homeownership opportunities
- Wellstone, Inc.- Provides mental health and parenting counseling



- Alabama Cooperative Extension Systems- Provides parenting classes, health, nutrition, financial counseling and workforce preparation
- Boys and Girls Club- Provides afterschool child care educational programs
- Community Action Agency- Provides assistance with financial support, child care services and in home crisis counseling services
- North Alabama Center for Educational Excellence- Provides educational workshops, tutoring programs, and GED preparations
- J.F. Drake Technical College- Provides GED preparation, Job Readiness and opportunities to obtain a degree in a technical field
- Oakwood University (New Beginnings) - Provides free child care and educational opportunities
- Christian Women's Job Corps-Provides free educational, employment, and life skills training
- Legal Services of North Alabama- Provides free legal counsel

### **3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]**

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, if the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

#### **HHA Policy**

The HHA will not utilize an existing entity as its program coordinating committee.



## Chapter 4

### SELECTING AND SERVING FSS FAMILIES

#### INTRODUCTION

FSS regulations require that the PHA 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. When followed, the PHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, 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, 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 I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives the PHA will offer and the outreach efforts the PHA will use to encourage participation and recruit eligible families for the FSS program and contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so. In addition, this part describes the selection factors the PHA will use in screening families for participation in the FSS program.

Part III: 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 the PHA will use to identify family support needs, and covers the required certification of coordination.

#### PART I: INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE

##### 4-I.A. OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, coaching, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, PHAs also conduct outreach to recruit FSS participants from among eligible families. 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 Section 8 or public housing programs, nor will it affect their right to occupancy. This part describes the PHA's policies regarding these issues, all of which are required aspects of the FSS action plan.





#### 4-I.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

By regulation, the FSS action plan must include a PHA's incentives plan—a description of the incentives that the PHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by the PHA.

##### **HHA Policy**

The HHA will offer the following services, as needed to complete obligations in the contract, to its FSS participants as incentives to participate in FSS.

Incentive	Provided By	Description
FSS escrow account	HHA	Management of individual, interest bearing escrow accounts.
Case management/Coaching	FSS Coordinator	Develop individual service plans to meet the health, psychosocial, educational, vocational, employment, financial, and housing needs.
Information and referrals to services	HHA/FSS Staff	Informational workshops will be conducted and referrals will be made for supportive services to community agencies
Educational workshops	HHA	Educational workshops will be facilitated by nonprofits, community organizations, and local colleges
Funds for emergency transportation services	HHA	FSS participants would be able to request assistance if there are forfeiture escrows available
Funds for emergency child care service	HHA	FSS participants would be able to request assistance if there are forfeiture escrows available
Funds for education and training	HHA	FSS participants would be able to request assistance if there are forfeiture escrows available
Funds for employment preparation	HHA	FSS participants would be able to request assistance if there are forfeiture escrows available



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

In addition to offering incentives for FSS participation, PHAs also conduct outreach to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions the PHA will take to assure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known.

##### **HHA Policy**

The HHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

Location/Activity	Staff/Partner	Method	Language
Briefings/Orientations	HHA Staff	Flyer	English
	Specialist	Presentation	Spanish
Lobby	HHA Staff Receptionist	Flyer	English
		Posters	Spanish
		Referral Form	
Waiting Room	PHA Staff	Flyer	English
		Referral Form	Spanish
HHA Website Social Media	PHA Staff	Referral Form/Information	English
TANF Office	Case Worker	Referral Form	English
		Flyer	Spanish
American Job Centers (Workforce/Career Center)	Counselor	Referral Form	English
		Flyer	Spanish
Adult Education	Counselor	Referral Form	English
	Instructor	Flyer	Spanish
Community-based Organizations	Case Worker	Referral Form	English
		Flyer	Spanish





#### **4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]**

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. For this reason, the PHA'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 Section 8 or public housing programs, nor will it affect the family's right to occupancy in accordance with the lease.

##### **HHA Policy**

Participation in the FSS program is strictly voluntary. Section 8 participants and public housing residents 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 Section 8 or public housing. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

### **PART II: FAMILY SELECTION**

#### **4-II.A. OVERVIEW**

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 the PHA will do so without regard to race, color, religion, sex (including actual or perceived gender identity), familial status, or national origin. This part describes these procedures, considering whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so, in addition to defining the factors the PHA will use in screening families for program participation.

#### **4-II.B. FSS SELECTION PREFERENCES**

As part of the process for selecting families for participation in the FSS program, the PHA may choose whether to employ the use of preferences. If the PHA so chooses, it has the option of giving a selection preference for up to 50 percent of its FSS program slots 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. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should the PHA choose to adopt such a preference, it would need to include the following information in its action plan:

- 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
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]



A PHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

#### **HHA Policy**

The PHA will give a selection preference on its FSS waiting list for Section 8 families porting in with an FSS contract of participation.

When services become available, the PHA will provide a non-targeted FSS selection preference to a family that wants to participate in the FSS program but was skipped or withdrew because supportive services were unavailable at the time.

The PHA may use either of the following to select among applicants on the FSS waiting list with the same preference status [24 CFR 984.203(b)]:

- Date and time of application to the FSS program; or
- A drawing or other random choice technique.

#### **HHA Policy**

The HHA will use the date the family expressed an interest in participating in the FSS program to fill the FSS slots.

### **4-II.C. SELECTION FACTORS**

Many factors contribute to whether a PHA may choose to select a family for participation in the FSS program. These selection factors can help the PHA screen families for admission, and ultimately contribute to the PHA's decision to either allow or deny a family's admission into the FSS program.

#### **Motivation Selection Factors [24 CFR 984.203(d)(1)]**

A PHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by the PHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, PHAs must only apply motivational screening factors that are permissible under the regulations.

#### ***Permissible Motivation Selection Factors***

Permitted motivational factors include requiring attendance at FSS orientation sessions or pre-selection interviews or assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level, abilities, or disabilities, if any. Reasonable accommodations must be made for individuals whose disability (mobility, manual, sensory, speech impairments, mental, or developmental disabilities) creates a barrier to accomplishing the tasks [24 CFR 984.203(d)(2)].

#### **HHA Policy**

The HHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. The PHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, if the family needs either childcare or transportation to be able to attend, or requests an

accommodation for a disability, the PHA will either refer the family to available services or exempt the family from this screening factor.

### ***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 nonminority groups [24 CFR 984.203(d)(3)].

### **Other Selection Factors**

In addition to motivational screening, the PHA may also wish to screen families for the following additional factors.

### ***PHA Debt Selection Factor***

The HHA may deny FSS participation to a family if the family owes the HHA, or another PHA, money in connection with Section 8 or public housing assistance [Notice PIH 93-24, B-18].

#### **HHA Policy**

The HHA will deny FSS participation to a family if the family owes the HHA, or another PHA, money in connection with Section 8 or public housing assistance. Families that owe money to a HHA who have entered into a repayment agreement and are current on that repayment agreement will not be denied FSS participation.

### ***Unavailable Support Services Selection Factor***

If the PHA determines, after consulting with the family, that a missing service is essential to the family's needs, the PHA 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].

#### **HHA Policy**

The HHA will not skip families when services to the family's needs are missing.

### ***Previous Participation Selection Factor***

A PHA 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].

#### **HHA Policy**

The HHA will not refuse to select a family for participation in the FSS program a second time if that family previously participated and did not complete.

The HHA will enroll a family for participation in the FSS program a second time if that family previously participated, completed the COP, and received a final distribution of their escrow account if their employment skills or wages are below the level needed to achieve economic self-sufficiency (a wage that pays for basic needs without the use of subsidies).





#### **4-II.D. SELECTION OF HEAD OF HOUSEHOLD**

Each eligible family that is selected to participate in an FSS program must enter a contract of participation with the PHA. There will be no more than one contract at any time for each family. There may be an ITSP for as many members of the family who wish to participate. The contract shall be signed by a representative of the PHA and the head of FSS family, as designated by the family. This head of FSS family does not have to be the same as the official head of household for rental assistance purposes [24 CFR 984.303(a)].

##### **HHA Policy**

The HHA will meet with the family and detail the obligations, rights, and privileges that pertain to the FSS head of household and require each adult family member to certify their agreement as to their designated head of the FSS family. These certifications will be a permanent part of the FSS family's record and will be updated with each change of head of household.

### **PART III: ACTIVITIES AND SUPPORT SERVICES**

#### **4-III.A. OVERVIEW**

Once families are admitted to the FSS program, the PHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Section 8 and public housing assistance programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. 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 achieve self-sufficiency. This is a vital element of the FSS program. The PHA must make a good faith effort to replace the obtained services from another agency.

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

Before a PHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. 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.

##### **HHA Policy**

Supportive services needs are identified by completion of a needs assessment with the FSS coordinator or case manager. The needs assessment is detailed and covers areas such as employment, education, child care, transportation, health, support systems, social service systems, social activity, financial independence, and housing. The needs assessment is intended to solicit vital information regarding the participant's current personal status and to determine what barriers need to be addressed. In addition, the FSS coordinator and client will write goals in the ITSP for the participant to achieve. Interviews will be scheduled with participants to review goals and make necessary changes.



**4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION**  
**[24 CFR 984.201(d)(7)]**

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.

Of course, this task assumes that the PHA has first identified the needed activities and supportive services.

**HHA Policy**

The HHA's FSS program, through its partners on the program coordinating committee, will provide the following activities and support services to FSS families:

<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Assessment</b>	Vocational Assessment Educational Assessment Vocational Planning Educational Planning Disability Assessment Disability Vocational Assessment/Planning Disability Educational Assessment/Planning Drug/Alcohol Assessment Needs Assessment	Wellstone, Inc. New Horizons Recovery Center North Alabama Center For Educational Excellence Huntsville Vocational Rehabilitation Center Vocational Rehabilitation Partnership For a Drug Free Community Huntsville Housing Authority
<b>Education</b>	English as a Second Language GED Adult Literacy Post-secondary College	J.F Drake Technical College Calhoun Community College Huntsville Housing Authority Christian Women's Job Corp's
<b>Training</b>	Basic Skills Training On-the-Job Training Career Readiness Training Entrepreneurship Training Financial Management Training	Alabama Cooperative Extensions Alabama Career Center Women's Business Center of North Alabama Family Services Center Chambers of Commerce/Madison County



<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Job Search Assistance</b>	Resume Preparation Interviewing Skills Dress for Success Workplace Skills Job Development Job Placement	Alabama Career Center Family Life Center J.F Drake Technical College Huntsville Housing Authority Huntsville Vocational Rehabilitation Center
<b>Transportation</b>	Bus	Huntsville Shuttle Bus System
<b>Health Care</b>	Family Health and Nutrition Health Screenings Dental Care Medical Treatment Medications	Madison County Health Department Community Free Clinic Central North Health Care Huntsville Hospital
<b>Child Care</b>	Infant Care Toddler Care Preschool Care Afterschool Care Homework Assistance	Huntsville Childcare Center Boys & Girls Club YMCA Second Mile Preschool New Beginnings Day Care
<b>Crisis Services</b>	Crisis Assessment Crisis Intervention Crisis Management Crisis Resolution	Crisis Services of North Alabama Wellstone, Inc.
<b>Legal Services</b>	Representation Document Review Counsel or Advice	Legal Services of North Alabama
<b>Child/Adult Protective Services</b>	Needs Assessment Case Planning Information Referral Crisis Management	Department of Human Resources for Child Protective Services
<b>Mentoring</b>	Mentoring Match	Big Brothers/ Big Sisters Christian Women's Job Corps North Alabama African American Chamber of Commerce



<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Small Business Development</b>	Training Planning Technical Assistance Mentoring	CNI Solutions, Inc Catalyst Center For Business and Entrepreneurship
<b>Homeownership</b>	Homeownership Education Creditworthiness Debt Resolution Homebuyer's Club	Huntsville Housing Authority Habitat for Humanity Family Service Center Community Action Agency
<b>Debt Solution/ Financial Literacy</b>	Needs Assessment Case Planning Advocacy Negotiation	Huntsville Housing Authority Family Services Center SouthState Bank

#### **4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(D)(12)]**

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 under title I of the Workforce Innovation and Opportunity Act, and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program's activities and services must continue to be coordinated as such to avoid duplication of activities and services.

##### **HHA Policy**

The HHA certifies that its FSS program has developed its services and activities in coordination with programs under Title I of the Workforce Innovation and Opportunity Act, Workforce Investment Board and American Job Centers (also known as Workforce Centers or One Stop Career Centers), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner to avoid duplication of activities and services.



## Chapter 5

### CONTRACT OF PARTICIPATION

#### INTRODUCTION

Each family that is selected to participate in an FSS program must enter into a contract of participation with the PHA. 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 the PHA, 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 [24 CFR 984.303].

This chapter contains two parts:

Part I: 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 II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

#### PART I: OVERVIEW AND FAMILY OBLIGATIONS

##### 5-I.A. OVERVIEW

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. The ITSP is meant to establish goals the FSS family will meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and the PHA. 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-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION

###### Individual Training and Services Plan

There will only ever be one FSS contract of participation (CoP) at any time for each FSS family. As part of the required contents of the FSS contract of participation (CoP), the individual training and services plan (ITSP) establishes specific interim and final goals by which the PHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Regulations require the establishment of a final goal that includes both employment for the head of the FSS family and independence from welfare assistance for all family members regardless of age.





### ***Interim Goals [24 CFR 984.303(b)(2)]***

PHAs must work with each participant to establish realistic and individualized goals and may not include additional mandatory goals or mandatory modifications of the two mandatory goals.

### ***Individual Training and Service Plans for Other than FSS Head [24 CFR 984.103]***

An individual training and services plan is required for the head of the FSS family and all adults choosing to participate. ITSPs must be prepared for each adult family member participating. ITSPs are prepared by the PHA, in consultation with the participating family member [Notice PIH 93-24, G-16.

## **5-I.C. FAMILY OBLIGATIONS**

### **Compliance with Lease Terms [24 CFR 984.303(b)(3)]**

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the Section 8 or public housing lease.

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)]. It is up to the PHA to determine the plan of action for FSS families found in noncompliance with the lease and how the PHA will precisely define the term *comply with the lease*. All considerations allowed for other assisted residents regarding violations of the lease, must also be allowed for FSS participants.

#### **HHA Policy**

The HHA will define *comply with the lease* to mean the FSS family has not been evicted for repeated or serious violations of the lease as defined in the Section 8 Administrative Plan and public housing Admissions and Continued Occupancy Policy; or if they have been evicted for repeated and serious violations of the lease, the family has pursued their right to grieve, and the family has prevailed in either the grievance hearing or the informal hearing process.

The PHA's FSS program will not terminate the FSS contract of participation for failure to comply with the terms of the lease.

### **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. Although other members of the FSS family may seek and maintain suitable employment during the term of the contract, it is only a requirement for the head of the FSS family.

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 searched for jobs, applied for employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of the PHA because it does not define the level of activity involved in "seeking."

There is no regulatory definition of *maintain suitable employment*. For this reason, it is up to the PHA to define the term. However, there can be no minimum period of time that the head of the FSS family must work.



With the agreement of the FSS family member, the PHA makes a determination of what it means to maintain suitable employment based on the skills, education, and job training of the FSS head of household, receipt of other benefits of the family member, and the available job opportunities within the jurisdiction served by the PHA. This means that the PHA must consult with the family member and agreement must be reached as to what *maintain suitable employment* is for that family member [24 CFR 984.303 (b)(4), Notice PIH 93-24, G-3].

#### **HHA Policy**

For purposes of the PHA'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 individual training and services plan of their contract of participation.

*Maintain suitable employment* is employment, on the last day of the contract, that is outlined in the individual training and service plan and is based on the skills, education, job training, and receipt of other benefits of the head of the FSS family. The PHA will require verification of this employment or enrollment.

### **5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT**

Consequences apply for families who do not meet the terms and conditions of the contract. 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 Section 8 or public housing lease), the PHA may:

- Withhold supportive services
- Terminate the family's participation in the FSS program

PHAs are not permitted to terminate a family's housing assistance due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

#### **HHA Policy**

The contract of participation (CoP) will be terminated before the expiration of the contract term if the participant fails to meet, without "good cause," their obligations as outlined in the CoP. If the participant fails to meet its obligations outlined in the CoP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and services plan (ITSP).

If a reassessment of supportive services and a change in the ITSP is not successful in bringing the family in to compliance, the FSS coordinator will reassess the need for, and availability of, supportive services and refer the participant to a knowledgeable professional for a formal assessment of the challenges leading to the noncompliance.

The FSS Coordinator will use this formal assessment to identify and refer to resources that remove the challenge so the participant is able to meet 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.



The FSS coordinator will make an exception to the actions in terminating the CoP if the participant can, with the assistance of the FSS Coordinator, demonstrate “good cause” for the failure to meet its obligations as outlined in the CoP.

For purposes of the PHA FSS program, *good cause* includes circumstances beyond the control of the FSS family:

**Family circumstances**

Death in the family

Serious illness

Medical emergency

Mandatory court appearances

Involuntary loss of employment

Loss of head of household through death, incarceration, or removal from lease

Change in the ITSP improving progress toward economic self-sufficiency

**Community circumstances:**

Significant reduction in workforce (over 20 percent reduction in employment field)

Significant interruption in service delivery (over 3 months interruption)

Provider noncompliance with regulation

Provider unable or unwilling to provide service

Provider offering inferior service

Active pursuit of a current or additional self-sufficiency goal

Resolution of a barrier to employment

Completion of a college degree or technical training

Completion of a work-related certification

Credit repair towards homeownership readiness

## **PART II: CONTRACT SPECIFICATIONS**

### **5-II.A. OVERVIEW**

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. This part describes those specifications and associated policy.



### **5-II.B. CONTRACT TERM [24 CFR 984.303(c)]**

The contract term is five years. This means that the family has no more than five years from the effective date of the contract of participation (CoP) to fulfill their obligations as specified in the contract. This five year term requirement will be specified in the CoP.

### **Contract Extension [24 CFR 984.303(d)]**

While the term set forth in the contract of participation is for five years, contract extensions are available. According to regulation, PHAs must 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 or verbally. The family’s written or verbal (documented by the FSS Coordinator) request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by the PHA, such as a serious illness or involuntary loss of employment (further defined by PHA policy in Section 5-I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family’s FSS account.

### **5-II.C. MODIFICATION OF THE CONTRACT**

The contract of participation (CoP) may be modified, as long as the PHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR 984.303(f)]. The conditions under which the PHA will modify the contract are set forth in the policy below.

#### **HHH Policy**

In the PHA’s FSS program, the CoP will be modified by mutual agreement between the HHA and the FSS head of household:

- When modifications to the ITSP improve the participant’s ability to complete their obligations in the CoP or progress toward economic self-sufficiency.
- When the actual end date of the CoP is determined by the effective date of the FSS family’s first reexamination changes the end date of the CoP.
- When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, designate another family member to be the FSS head of household and receive escrow funds.
- When an FSS family moves to the jurisdiction of a receiving PHA that does not have an FSS program and the family may not continue participation in the FSS program, and modification of the FSS contract will allow the family to complete the contract and receive an escrow disbursement or terminate the contract with escrow disbursement.





## **5-II.D. COMPLETION OF THE CONTRACT**

By regulation, the contract of participation is considered to be completed when the head of household is employed and the FSS family has fulfilled all of its obligations under the contract of participation, including all family members' ITSPs, on or before the expiration of the contract term, including any extension thereof.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

## **5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE**

Even after a family has completed the contract of participation, a PHA may continue to offer appropriate FSS supportive services to a former completed FSS family. If the family still resides in Section 8 or public housing, these supportive services would be offered for becoming self-sufficient. If the family no longer resides in Section 8 or public housing, these supportive services would be offered for becoming self-sufficient or remaining self-sufficient. Transitional services for families who no longer reside in Section 8 or public housing, may only be offered using sources that are not HUD funds or HUD restricted funds [24 CFR 984.303(j)].

### **HHA Policy**

The HHA will continue to offer supportive services to a former FSS family who has completed its contract of participation and continues to reside in Section 8 or public housing.

## **5-II.F. TERMINATION OF THE CONTRACT**

### **Termination of the Contract with Escrow Distribution [24 CFR 984.303(k)]**

The contract of participation will be terminated with escrow distribution before the expiration of the contract term, during any extension of the contract, or at end of the term of the contract if all obligations under such have not been met, when:

- Services that the PHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable, as described in Section 5-II.H. of this Action Plan. This type of termination is also referred to as "nullification" in the FSS regulations at 24 CFR 984.
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless the PHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family; or
- An FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements at 24 CFR 982.353) for good cause and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. PHAs must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.



### **Termination of the Contract without Escrow Distribution [24 CFR 984.303(h)]**

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in a Section 8 FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA
- The family's withdrawal from the FSS program
- Such other act as is deemed inconsistent with the purpose of the FSS program
- Operation of law

#### **HHA Policy**

The CoP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons

Mutual consent of the parties.

Family's withdrawal from the FSS program.

Failure of the FSS family to meet its obligations under the contract of participation without good cause. *Good cause* for the purposes of the FSS program is also defined in Section 5-I.D. of this Action Plan.

Such other act as is deemed inconsistent with the purpose of the FSS program.

Operation of law.

The head of the FSS family becomes permanently disabled and other family members will not participate in FSS as the head of the FSS family.

In a Section 8 FSS program, failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA under portability without continued FSS participation.

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the CoP, the PHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

**Note:** If the family is unable to meet the requirements of the contract of participation because essential services are not available, the contract is *nullified*, not terminated.

In addition, the contract of participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].



#### **5-II.G. OPTION TO WITHHOLD SUPPORTIVE SERVICE [24 CFR 984.303(b)(5)(i)]**

As touched upon in Section 5-I.D. of this action plan, the PHA has the option to withhold supportive services or the FSS family's participation in the FSS program if the PHA determines that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

PHAs are not permitted to terminate Section 8 assistance to a family due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

#### **5-II.H. PHA OBLIGATION TO MAKE GOOD FAITH EFFORT TO REPLACE UNAVAILABLE SUPPORT SERVICES [24 CFR 984.303(e)]**

PHAs must make an extensive good faith effort to replace services that community agencies either cannot or will not provide. If all of the steps below are exhausted without the provision of an integral service, the contract of participation can be ended ahead of time as a result. This, however, should only occur as a last resort. The PHAs good faith effort must be demonstrated by taking the following steps:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), the PHA must make a good faith effort to obtain these services from another agency.
- If the PHA is unable to obtain the services from another agency, the PHA 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, the PHA 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, the PHA must revise the ITSP, delete these services, and modify the contract of participation 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), the PHA shall terminate the contract of participation and follow the requirements in Section 5-II.F. of this Action Plan.

Termination of the contract of participation based on unavailability of supportive services shall never be grounds for termination of Section 8 or public housing assistance.



## **5-II.I. GRIEVANCE PROCEDURES**

When adverse action is taken by the PHA against a family, the PHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the Section 8 program [24 CFR 966 subpart B, 24 CFR 982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom the PHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

### **HHA Policy**

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the Section 8 and public housing programs in the PHA's admissions and continued occupancy policy and administrative plan, respectively (**See Chapter 14 of the HHA Admissions and Continued Occupancy Policy**).

Adverse actions taken within the FSS program include:

- Denial of admission into the FSS program
- Denial of request for supportive services
- Denial of request to change the ITSP
- Denial of request to change the head of household
- Denial of request for interim disbursement of the escrow account
- Denial of request to complete the CoP
- Denial of a request for extension to the FSS CoP
- Denial of request for either interim or final distribution of escrow account
- Withholding of support services
- Termination of the FSS CoP
- Denial of request for termination with escrow
- Denial of transitional services





## Chapter 6

### ESCROW ACCOUNT

#### INTRODUCTION

The establishment of an escrow account is offered as a support and 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, and 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 and may become available earlier at the housing authority's option.

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

This chapter contains two parts:

Part I: 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 II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

#### PART I: THE ESCROW ACCOUNT

##### 6-I.A. OVERVIEW

As an integral incentive to the FSS program, it is especially important to have clear-cut policy spelling out how the escrow account works. 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-I.B. CALCULATING THE FSS CREDIT AMOUNT

###### **Determination of Baseline Annual Earned Income and Baseline Monthly Rent**

When determining the family's baseline annual earned income and the baseline monthly rent amounts for purposes of computing the FSS escrow credit, the PHA must use the amounts on the family's most recent income reexamination in effect.

For purposes of determining the FSS credit, baseline monthly rent for families paying an income-based rent is the family's Total Tenant Payment (TTP) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract.

For families in public housing who are paying either flat or ceiling rent, family rent is the amount of the flat rent (including the applicable utility allowance) or ceiling rent (including any hardship



discounts) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract [24 CFR 984.103(b)].

### **Determination of the Escrow Credit**

To calculate the FSS credit, the PHA must accurately determine the family's baseline earned income and baseline monthly rent and compare those figures with the family's current earned income and current monthly rent. The FSS credit is the lesser of 30 percent of one-twelfth or 2.5 percent of the amount by which the family's current annual earned income exceeds the family's baseline annual earned income; or the increase in the family's monthly rent. The increase in the family's monthly rent is the lower of either the amount by which the family's current monthly rent exceeds the family's baseline monthly rent, or for Section 8 families, the difference between the baseline monthly rent and the current gross rent (*i.e.*, rent to owner plus any utility allowance) or the payment standard, whichever is lower [24 CFR 984.305(b)(2)].

### **Determination of Escrow Credit for Families Who Are Not Low Income**

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].

### **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 are deposited in the escrow account. 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 an asset 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.

### **Cessation of FSS Credit [24 CFR 984.305(b)(4)]**

The PHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, when the contract of participation is terminated, when the family is not low-income, or during the time a Section 8 family is in the process of moving to a new unit.

## **6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS**

### **Disbursement Before Completion of Contract**

The PHA 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 the PHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. These interim disbursements 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 CFR 984.305(c)(2)(ii)].



### **HHA Policy**

The HHA will disburse a portion of the FSS escrow account funds before completion of the CoP when the family has met certain interim goals, which means the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date, and:

Requested funds are needed 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.

### **Disbursement at Completion of Contract [24 CFR 984.305(c)(1) and 24 984.305(c)(2)(i)]**

When the contract has been completed, at or before the expiration date, according to regulation, the amount in the FSS account in excess of any amount the FSS family owes to the PHA will be paid to the head of the FSS family. To receive the disbursement, the head of the FSS family must submit a certification (as defined in 24 CFR 984.103) to the PHA 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.

### **Disbursement at Contract Termination [24 CFR 984.305(c)(3)]**

The PHA must disburse to the family its FSS escrow account funds in excess of any amount owed to the PHA when the contract has been terminated in certain circumstances. These circumstances include services are not available to the family that the PHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency, when the head of the FSS family becomes permanently disabled and unable to work during the period of the contract (unless the PHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family), or when an FSS family moves outside the jurisdiction of the PHA and continuation of the CoP after the move is not possible according to the regulations. In circumstances where a family is not able to continue in FSS after the move, it is also possible for the PHA and the family to determine if the contract can be modified to make completion and receipt of the escrow monies, possible. PHAs must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

### **Verification of Family Certification at Disbursement**

The PHA must verify that the family has met the requirements of either interim, final, or termination of contract with escrow. Interim disbursement may only occur after the family has completed certain interim goals and funds are needed to complete other interim goals. Final disbursement can only occur after the family has completed the contract of participation and all



members are welfare-free as defined by regulation. Disbursement at contract termination only occurs if the family circumstances involve an integral missing service, the disability of the FSS head of household, or an FSS family porting out of the jurisdiction of the PHA and HUD regulations do not allow continuation of the FSS contract. In each of these circumstances, it follows that the PHA may require verification for the completion of interim goals or the contract of participation.

At interim disbursement and before final disbursement of the FSS account funds to the family, the PHA must 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)(4)].

HUD provides verification guidance in Notice PIH 2018-18. This guidance is mandatory for the Section 8 and public housing programs. The PHA's Administrative Plan or ACOP must contain verification policies following the hierarchy in this notice. The policies contained in the PHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

#### **HHA Policy**

The HHA 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 interim and final disbursements.

The HHA will follow HUD's verification hierarchy set forth in Notice PIH 2010-19 to make these verifications. However, the HHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

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

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in Section 8 or public housing, the remaining members of the FSS family, after consultation with the PHA, have the right to designate another family member to receive the funds.

#### **6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP**

According to regulation, a Section 8 or public housing FSS family may use their final distribution of 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)].

Homeownership is just one option for use of the FSS account funds. PHAs may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].



## **6-I.E. USE OF FORFEITURE OF FSS ACCOUNT FUNDS**

Amounts in the FSS account will be forfeited when the contract of participation is terminated without escrow disbursement, 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)].

Use of forfeited escrow accounts is described in detail in Section 3-I.F. of this FSS Action Plan.

### **Treatment of Forfeited FSS Account Funds**

FSS escrow account funds forfeited by the FSS family must be used by the PHA for the benefit of the FSS participants. These funds may only be used for support for FSS participants in good standing. These supports include transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP; or training for FSS Program Coordinator(s). Forfeited FSS escrow accounts may not be used for salary and fringe benefits of FSS Program Coordinators, general administrative costs of the FSS program, for housing assistance payments (HAP) expenses or public housing operating funds.

## **PART II: ESCROW FUND ACCOUNTING AND REPORTING**

### **6-II.A. OVERVIEW**

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and the PHA policy necessary for managing the account from the PHA perspective.

### **6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS**

When establishing FSS escrow accounts, the PHA must deposit the FSS account funds of all families participating in the PHA's FSS program into a single depository account for each (Section 8 or public housing) program. These funds are determined at each reexamination after the effective date of the contract and must be deposited each month to each family's subsidiary line item in the PHAs escrow account. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].

#### **Crediting the Escrow Account [24 CFR 984.305(a)(2)(i)]**

The total of the combined FSS account funds will be supported in the PHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, the PHA must credit the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account every month.

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

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 subsidiary line item. 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.





### **HHA Policy**

Each quarter the full amount of the investment income for funds in the public housing and housing choice voucher 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 insert public housing and HCV-assisted lease.

### **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 Section 8 lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to the PHA in the Section 8 FSS program) at the time of final disbursement of FSS escrow funds. If the FSS family has underreported income after the baseline annual income is set, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

If the FSS family is found to have under-reported income in the reexamination used to set the baseline, the escrow for the entire period of the CoP will be recalculated using the correct income to set the baseline and then calculate subsequent escrow amounts.

## **6-II.C. REPORTING ON THE FSS ACCOUNT**

Each PHA must make a report, at least once annually, to each FSS family on the status of the family's FSS account.

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 the PHA 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

### **HHA Policy**

The HHA will provide FSS participants an annual statement on the status of their FSS escrow account.



## Chapter 7

### PORTABILITY IN SECTION 8 FSS PROGRAMS

#### INTRODUCTION

PHAs operating Section 8 FSS programs must be familiar with the rules and regulations regarding portability under the Section 8 program. As with the case of portability in the Section 8 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 I: 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 II: 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 Section 8 program assistance.

#### PART I: PORTABILITY IN THE FSS PROGRAM

##### 7-I.A. OVERVIEW

Portability is a statutory feature of the Section 8 program—it is included in the law. As such, PHAs operating an Section 8 FSS program need to understand the effects that portability will have on Section 8 FSS families and program operation. 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-I.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].

- *Initial PHA* means both:
  1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
  2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.





- *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.
- *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-I.C. RESIDENCY REQUIREMENTS**

Families participating in a Section 8 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. However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period if the move is in accordance with the regulations at 24 CFR 982.353 [24 CFR 984.306(a)(1)].

#### **HHA Policy**

The HHA 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 if the move is in accordance with the regulations for such moves at 24 CFR 982.353.

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(a)(2)].

### **7-I.D. PORTABILITY REQUIREMENTS FOR FSS PARTICIPANTS**

#### **Receiving PHA Administers an FSS Program [24 CFR 984.306(b)]**

Whether the receiving PHA bills the initial PHA or absorbs the FSS family into its Section 8 program, the receiving PHA must enroll an FSS family in good standing in its FSS program. However, if the receiving PHA is already serving the number of FSS families identified in its FSS Action Plan and determines that it does not have the resources to manage the FSS contract or the receiving PHA, the initial PHA may agree to the FSS family's continued participation in the initial PHA's FSS program. Prior to the PHAs agreeing to the continued participation, the initial PHA must determine that the relocating FSS family has demonstrated that, notwithstanding the move, it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

#### **HHA Policy**

The PHA, as the initial housing authority, will agree to the participant's continued participation in their FSS program so long as the relocating family has demonstrated, with the assistance of the FSS Coordinator, that it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.



Where continued FSS participation is not possible, the initial PHA **must** clearly discuss the options that may be available to the family. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

#### **HHA Policy**

The PHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

#### **Receiving PHA Does Not Administer an FSS Program [24 CFR 984.306(c)]**

If the receiving PHA does not administer an FSS program, the FSS family may not continue participation in the FSS program. The initial PHA must clearly discuss the options that may be available to the family. These may include, but are not limited to, modification of the FSS contract, locating a receiving PHA that administers an FSS program, termination of the FSS contract with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

#### **HHA Policy**

The HHA will, as stated above, clearly discuss the options that may be available to the family where continued FSS participation is not possible. Depending on the family's contract specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

#### **Single Contract of Participation**

If the FSS family enrolls in the receiving PHA's FSS program, the receiving PHA will enter a new contract with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will end its contract with the family.

If the FSS family remains in the FSS program of the initial PHA, pursuant to this section, the contract executed by the initial PHA will remain as the contract in place.

#### **Termination of FSS contract and Forfeiture of Escrow Account [984.306(e)]**

If an FSS family relocates to another jurisdiction and is unable to fulfill its obligations under the contract, including any modifications, the PHA, which is a party to the contract, **must terminate the FSS family from the FSS program**. The family's FSS escrow account will be forfeited.

Termination of FSS program participation and forfeiture of FSS escrow must be used only as a last resort after the PHA determines, in consultation with the family, that the family would be unable to fulfill its obligations under the contract after the move, that locating another receiving housing authority with a FSS program is not possible, that the current contract cannot be modified to allow for completion prior to porting, and that the current contract cannot be



terminated with FSS escrow disbursement. When termination is the only option, the PHA must clearly notify the family that the move will result in the loss of escrow funds. The PHA must follow its policy for clearly notifying the FSS family of the forfeiture.

#### **7-I.E. NEW FSS ENROLLMENT INTO RECEIVING PHA'S FSS PROGRAM**

##### **Administering and Billing of the Voucher**

If the receiving PHA bills the initial PHA, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program, but only if the initial PHA manages an FSS program and agrees to such enrollment. If the receiving PHA bills the initial PHA, but the initial PHA does not manage an FSS program, the family may not enroll in the receiving PHA's FSS program.

##### **HHA Policy**

The PHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

##### **Absorption of the Voucher**

If the receiving PHA absorbs the family into its Section 8 program, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program.

#### **7-II.A. OVERVIEW**

Each PHA that carries out an FSS program shall submit to HUD, in the form prescribed by HUD, a report regarding its FSS program.

#### **7-II.B. CONTENTS OF THE FSS REPORT [24 CFR 984.401]**

The report submitted to HUD must include a description of the activities carried out in the FSS program; a description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency, including the number of families enrolled and graduated and the number of established escrow accounts and positive escrow balances; a description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and any recommendations by the PHA or the appropriate local Program Coordinating Committee for legislative or administrative action that would improve the FSS program and ensure the effectiveness of the program.



### **7-II.C. FAMILY SELF-SUFFICIENCY GRANT PROGRAM REVIEW PHA SELF-ASSESSMENT**

HUD provides a detailed checklist for PHAs to conduct their own self-assessment of their FSS program. The form is administered by the local field office and allows each PHA to gather concrete and comprehensive data covering aspects of the program from FSS Action Plans and Composite Scores through FSS program size, participants, and graduations to reductions in FSS grants and current Memoranda of Agreement with community partners. The detailed example of the FSS Self-Assessment is available at HUD's FSS Resource page, which can be located by searching "HUD FSS" on any browser.



**Huntsville Housing Authority**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO ADOPT THE  
FAMILY SELF- SUFFICIENCY (FSS) FINAL RULE ACTION PLAN**

**RESOLUTION NO. 2022-24**

WHEREAS, the Huntsville Housing Authority (HHA must have a HUD-approved action plan before implementing an FSS program.; and

WHEREAS, the action plan must comply with the requirements specified by HUD for the FSS Plan's regulations when establishing its policies; and

WHEREAS, HHA'S FSS Program cannot operate and will not be funded without the execution of this mandated plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO is authorized to adopt the family self-sufficiency (FSS) final rule action plan.

ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2022.

SEAL

\_\_\_\_\_  
Dick Fountain, Chairman

Attest:

\_\_\_\_\_  
Antonio McGinnis, Sr., Secretary