

# FAMILY SELF-SUFFICIENCY PROGRAM

## ACTION PLAN

### *SOUTHEASTERN MINNESOTA MULTI-COUNTY HOUSING AND REDEVELOPMENT AUTHORITY*

Revised 8/30/2022

## Table of Contents

1. Introduction.....	4
2. Program Objectives.....	4
3. Program Size and Characteristics .....	5
3.1 Family Demographics.....	5
3.2 Supportive Services Needs .....	6
3.3 Estimate of Participating Families .....	7
3.4 Other Self-Sufficiency Programs .....	7
4. Family Selection Procedures.....	7
4.1 Waiting List .....	8
4.2 Admissions Preferences .....	8
4.3 Screening for Motivation .....	8
4.4 Compliance with Nondiscrimination Policies .....	8
4.5 Re-Enrollment of Prior FSS Participants .....	8
4.6 Head of FSS Family.....	9
5. Outreach.....	9
6. FSS Escrow Account and Other Incentives for Participants.....	10
6.1 Escrow Accounts .....	10
6.2 HCV Rental Assistance Waiting List .....	11
6.3 Case Management.....	12
6.4 Additional Incentives .....	12
6.5 Interim Disbursements .....	12
6.6 Uses of Forfeited Escrow Funds .....	13
7. Family Activities and Supportive Services.....	13
8. Method of Identifying Family Support Needs & Delivering Appropriate Support Services.....	15
8.1 Identifying Family Support Needs.....	15
8.2 Delivering Appropriate Support Services .....	16
8.3 Transitional Supportive Service Assistance.....	16
9. Contract of Participation .....	17
9.1 Form and Content of Contract .....	17
9.2 ITSP Goals .....	17
9.3 Determination of Suitable Employment .....	17
9.4 Contract of Participation Term and Extensions .....	17
9.5 Completion of the Contract.....	18
9.6 Modification.....	18
9.7 Consequences of Noncompliance with the Contract .....	19
10. Program Termination, Withholding of Services, & Available Grievance Procedures .....	19
10.1 Involuntary Termination .....	19
10.2 Voluntary Termination.....	20
10.3 Termination with Escrow Disbursement .....	20
10.4 Grievance Procedure.....	21
11. Assurance of Non-Interference .....	21
12. Timetable .....	21
13. Reasonable Accommodations, Effective Communications, & Limited English Proficiency..	21
13.1 Requests for Reasonable Accommodations.....	21
13.2 Request for Effective Communications .....	22
13.3 Language Access Plan .....	22

14. Coordination of Services.....	22
14.1 Certification of Coordination.....	22
14.2 Program Coordinating Committee.....	22
15. FSS Portability.....	23
16. Fair Housing.....	24
17. Other Policies.....	24
18. Definitions.....	24
Appendix A: Grievance Procedure.....	29
Appendix B: Reasonable Accommodation Procedure.....	35
Appendix C: Language Access Plan.....	38

## **1. Introduction**

This document constitutes the Family Self-Sufficiency (FSS) Program Action Plan for the FSS program operated by SEMMCHRA. It was submitted to HUD on 9/1//2022.

The purpose of the FSS program is to promote the development of local strategies to coordinate the use of HUD assistance with public and private resources in order to enable eligible families to make progress toward economic security.

The purpose of the FSS Action Plan is to establish policies and procedures for carrying out the FSS program in a manner consistent with HUD requirements and local objectives.

This FSS Action Plan describes SEMMCHRA's local policies for operation of the FSS program in the context of federal laws and regulations. The FSS program will be operated in accordance with applicable laws, regulations, notices, and HUD handbooks. The policies in this FSS Action Plan have been designed to ensure compliance with all approved applications for HUD FSS funding.

The FSS program and the functions and responsibilities of PHA staff are consistent with the SEMMCHRA's personnel policy and Agency Plan.

## **2. Program Objectives**

SEMMCHRA's FSS program seeks to help families make progress toward economic security by supporting the family's efforts to:

1. Increase their earned income
2. Build financial capability
3. Achieve their financial goals

### 3. Program Size and Characteristics

#### 3.1 Family Demographics

The tables below provide information on the households SEMMCHRA currently serves in its Public Housing and HCV programs. This information provides a picture of the households that can be expected to be served through SEMMCHRA's FSS program.

The FSS program will serve the following housing assistance programs:

- Public Housing
- Housing Choice Vouchers (HCV): Tenant-Based Vouchers
- Housing Choice Vouchers (HCV): HCV Homeownership

<b>Ages of Head of Household and Other Adults</b>	
Ages of Head of Household	Percent
--Head of Household is age 24 years or younger	2%
--Head of Household is age 25 to 50	52%
--Head of Household is age 51 to 61	19%
--Head of Household is age 62 or greater	27%
Ages of Other Adults in Household	
--Age 24 years or younger	9%
--Age 25 to 50	7%
--Age 51 to 61	2%
--Age 62 or greater	3%

<b>Presence and Ages of Children</b>	
	Percent
Households that only include adults over age 18	59%
Households that include one or more children age 13-17	21%
Households that include children who are 12 or younger	32%

<b>Employment Status of Population to be Served</b>	
	Percent
Employment Status of Head of Household	
--Families with employed head	28%
--Families whose head is unemployed	72%
Employment Status of All family members	
--Families with any member that is employed	31%
--Families with no employed member	69%

<b>Annual Earned Income of Population to be Served Percent</b>	
	Percent
Annual household earnings <\$5,000 per year	72%
Annual household earnings between \$5,000 and \$9,999	5%
Annual household earnings between \$10,000 and \$14,999	4%
Annual household earnings between \$15,000 and \$19,999	4%
Annual household earnings between \$20,000 and \$24,999	4%
Annual household earnings between \$25,000 and \$29,999	3%
Annual household earnings between \$30,000 and \$34,999	3%
Annual household earnings of \$35,000 or higher	5%

<b>Elderly/Disability Status of Population to be Served</b>	
	Percent
<b>Elderly/Disability Status of Head of Household</b>	
--Head of Household is an elderly person without disabilities	13%
--Head of Household is an elderly person with disabilities	14%
--Head of Household is a non-elderly person with disabilities	30%
--Head of Household is neither an elderly person nor a person with disabilities	43%
<b>Elderly/Disability Status of All Household Members</b>	
--Household includes an elderly person without disabilities	14%
--Household includes an elderly person with disabilities	15%
--Household includes a non-elderly person with disabilities	33%
--Household includes no elderly persons or persons with disabilities	53%

<b>Race and Ethnicity of Population to be Served</b>			
Race	Percent	Percent Non-Hispanic	Percent Hispanic
--White	78.8%	97.5%	2.5%
--Black or African American	20.5%	99.6%	.4%
--American Indian or Alaska Native	1.4%	0%	0%
--Asian	0.4%	0%	0%
--Native Hawaiian or Pacific Islander	0.7%	99.6%	.4%
--Other Race	0.1%	0%	0%

### **3.2 Supportive Services Needs of Families Expected to Participate in FSS**

Experience with past FSS or other supportive service program participants have assisted SEMMCHRA in determining the types of services needed by FSS participants.

SEMMCHRA uses a pre-enrollment application to assist in identifying the primary barriers to self-sufficiency facing FSS participants. The most common needs reported on the pre-enrollment application and in intake meetings with FSS staff are:

- Employment training, including sectoral training and contextualized and/or accelerated basic skills instruction
- Job placement assistance
- GED preparation
- Higher education guidance and support
- Assistance accessing and paying for childcare
- Transportation assistance
- Financial coaching, including assistance with budgeting, banking, credit, debt, and savings
- Access to mental health services
- Homeownership readiness

SEMMCHRA can provide participants with coaching on personal finance skills through its Financial Wellness Program. Assistance with other needs is provided by partnering with or referring participants to other local organizations.

### **3.3 Estimate of Participating Families**

Over time, SEMMCHRA hopes to serve all families who are interested in participating in the FSS program. The number of spaces available in the program at any given time, however, will be limited by the program's resources, including the number of FSS Coordinators funded to work with FSS participants. New families will be admitted to the FSS program as space permits.

In recent years, SEMMCHRA has been funded for 1 FSS Coordinator. The minimum number of participants required to be served based on this funding is 25. Historically, SEMMCHRA's FSS program has enrolled 15 new families into the FSS program each year. Accordingly, SEMMCHRA expects to be able to provide FSS services to 110 families over a five-year period.

SEMMCHRA's agency standard is to have no less than 35 active FSS participants every month.

### **3.4 Other Self-Sufficiency Programs**

No families from other self-sufficiency programs are expected to enroll in the FSS program.

## **4. FSS Family Selection Procedures**

Any current HCV tenant-based voucher participants, HCV Homeownership participants, or Public Housing tenants wanting to enroll in FSS must complete a pre-enrollment application.

Current HCV tenant based voucher participants, HCV Homeownership participants, and Public Housing tenants who owe money to the landlord or to SEMMCHRA under the terms of the lease will not be allowed to participate in FSS until such time as the amount owed is paid in full, or a repayment agreement is executed between the family and SEMMCHRA or the landlord.

#### **4.1 Waiting List**

A waiting list will be maintained for families whose applications cannot be accepted at the time of initial application due to program capacity limits. When a spot in the FSS program becomes available, enrollment will be granted on a first-come, first-served basis, derived from the date and time the pre-enrollment application is received in the SEMMCHRA office.

#### **4.2 Admissions Preferences**

SEMMCHRA has not adopted any admissions preferences. SEMMCHRA will instead select FSS participants based on the date the family completed the pre-enrollment application. Declining to participate in the FSS program will not affect a family's admission into the HCV or Public Housing program.

#### **4.3 Screening for Motivation**

SEMMCHRA will not use any motivational screening factors to measure a family's interest and motivation to participate in the FSS program.

#### **4.4 Compliance with Nondiscrimination Policies**

It is the policy of SEMMCHRA to comply with all Federal, State, and local nondiscrimination laws and regulations, including but not limited to the Fair Housing Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the FSS program on the grounds of race, color, sex, religion, national or ethnic origin, family status, source of income, disability or perceived gender identity and sexual orientation. In addition, SEMMCHRA's FSS staff will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program (see Requests for Reasonable Accommodations).

The FSS program staff has the primary responsibility to make sure that participants are not discriminated against in the selection process. For families or individuals whose potential enrollment is in question, the FSS Coordinator will review the file with the Community Development Director to ensure that non-selection is not based on discriminatory factors before the final decisions are made. Applicants will be notified in writing of the reason(s) they were not selected for participation and will have the opportunity to appeal the decision (see Hearing Procedures). At all times, SEMMCHRA will select families for participation in the FSS program in accordance with FSS Regulations and HUD guidelines.

#### **4.5 Re-Enrollment of Prior FSS Participants**

The following previous FSS families will be allowed to re-enroll in SEMMCHRA's FSS program.

- FSS participants who have withdrawn voluntarily
- Families involuntarily terminated



- Family members who were not Head of a FSS Family previously

Participants who successfully completed their FSS contract and received their escrow or were terminated with an escrow disbursement may not participate again.

#### **4.6 Head of FSS Family**

The head of the FSS family is designated by the participating family. SEMMCHRA may make itself available to consult with families on this decision, but it is the assisted household that chooses the head of FSS family that is most suitable for their individual household circumstances. The designated head of FSS family will sign the Contract of Participation.

When a FSS head of household (as listed on the Contract of Participation) moves from the assisted unit before completion of the FSS contract, the remaining family members may designate another adult family member to assume the FSS Contract of Participation. In this case, the new head of household would execute an individual training and services plan with the FSS Coordinator, which would be included as a revision to the original Contract of Participation. The original expiration date of the contract would be enforced. An extension of up to two years beyond the original expiration date may be granted if the option has not already been exhausted. The new FSS head of household would be required to maintain employment to graduate.

If a FSS head of household moves from the assisted unit prior to completion of the FSS contract, and the remaining family members chose not to designate a new FSS head, the Contract of Participation will terminate, and any escrow accumulation will be immediately forfeited.

### **5. Outreach**

SEMMCHRA will conduct widespread outreach to encourage enrollment in the FSS program. Interpreters will be used as needed and clients may contact staff to express interest in person, via telephone, mail, or email.

Information pertaining to the benefits of participating in the FSS program will be included in all voucher briefing sessions, and at the time of Public Housing lease signing to ensure that all new program participants are aware of the FSS program.

All HCV tenant-based voucher participants, HCV Homeownership participants, and Public Housing tenants will receive information about the FSS program as part of their annual reexamination of income, including an interest form they can return with their paperwork.

In addition, an FSS newsletter will be generated semi-annually and emailed to all current assisted housing participants. FSS program information will be made available on SEMMCHRA's website, along with an interest form. FSS brochures and flyers will be available in the SEMMCHRA lobby and distributed to area social service agencies, Workforce Development, Inc. offices, Economic Development agencies, and Community Action Agencies. The FSS Coordinator will make personal contact with persons referred from Section 8/Public Housing staff or other outside agencies.

Outreach informational material about the FSS program will include information about:

- Program overview
- Program benefits
- Available resources
- Participant responsibilities
- Program outcomes

Outreach efforts will be targeted equally to all families, using materials in both English and other commonly spoken languages to ensure that non-English and limited English-speaking families receive information and have the opportunity to participate in the FSS program. In conducting outreach, SEMMCHRA will account for the needs of person with disabilities, including persons with impaired vision, hearing or mobility, and provide effective communications to ensure that all eligible who wish to participate are able to do so.

## **6. FSS Escrow Account and Other Incentives for Participation**

FSS participants will be eligible to build savings from the FSS escrow account. Key policies and procedures applicable to the FSS escrow account, as well as any additional incentives offered by SEMMCHRA, are described below.

### **6.1 Escrow Accounts**

As an incentive to participate, FSS participants will have the opportunity to start earning money in an escrow account. The escrow account will be established at the time when a regular annual or interim reexamination of income is done following the effective date of the Contract of Participation and earned income has increased from the baseline figures outlined in the contract. The baseline figures outlined in the contract will come from the most recent prior annual or interim reexamination of income.

Annual and interim reexaminations of income will be done in accordance with existing Section 8 Housing Choice Voucher policy and will not be done by request of the participant to begin the escrow account. Monthly escrow credit adjustments will be calculated with each annual or interim reexamination of family income occurring after establishment of the escrow account.

For the Section 8 FSS program, the funds for the escrow amount come from the reduced HAP amount. The escrow credit funds for the Public Housing program come directly from the family's rent paid to SEMMCHRA. The total balance of a family's FSS escrow account (including interest accrued over the life of the escrow account) is reduced by such amounts owed to the PHA only at the time of final escrow disbursement.

SEMMCHRA will deposit all escrowed funds into a single depository account for both the Section 8 FSS program and Public Housing FSS program. The total for each FSS account fund will be supported in SEMMCHRA's accounting records by subsidiary ledger. This ledger will show the balance applicable to each FSS family.

SEMMCHRA will credit escrow amounts at the beginning of each month. A FSS participant's account will not be credited escrow if they are not under a lease or if their adjusted income exceeds 80% AMI. No FSS participant can escrow more than the gross rent or payment standard, depending on whichever is lower.

SEMMCHRA will disburse the total amount in the escrow account, less any money owed to SEMMCHRA, to the FSS family when one of the following occurs:

- When the family completes their obligations of the Contract of Participation on or before the expiration date of the contract; or
- When the Contract of Participation is terminated because the PHA or owner determines that services integral to an FSS family's advancement towards self-sufficiency are unavailable or when the head of the FSS family becomes permanently disabled and unable to work or dies during the period of the contract, unless the PHA or owner and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.
- The FSS family ports in a situation where they are unable to continue the Contract of Participation but have not yet met the requirements for graduation and SEMMCHRA determines that there is good cause for termination with escrow disbursement.

**AND**

- The family can prove that no member of the assisted household is receiving welfare assistance as described by HUD.

Forfeiture of the escrow account will happen when a participant is terminated from the FSS program and, at the time of termination, the participant did not comply with the family obligations of the Contract of Participation.

**OR**

The FSS family is still receiving welfare assistance at the time the Contract of Participation term expires, including any extensions thereof.

**6.2 HCV Rental Assistance Waiting List**

Those individuals and families applying for the HCV Tenant-Based Voucher Program who also apply for and are deemed eligible for the Family Self-Sufficiency (FSS) Program will be given preference on the HCV Tenant-Based Voucher waiting list. So long as the applicant fulfills the following duties the individual or family will receive the preference:

- Execution of the 5-year FSS contract

Failure to execute the 5-year FSS contract will result in the loss of the rental assistance voucher, and the individual or family will be dropped from the program.

### **6.3 Case Management**

The FSS Coordinator will work with each FSS family to develop an ITSP and provide participants with information and referrals to local organizations that can assist the client in achieving their goals. These other service providers include organizations assisting with childcare, transportation, job training, employment counseling, education, and mental health services.

### **6.4 Additional Incentives**

While SEMMCHRA's FSS program does not provide any other financial incentives for FSS participants, it does provide coaching services, as well as referrals to other service providers, that can be very valuable for FSS program participants.

### **6.5 Interim Disbursements**

SEMMCHRA will allow for interim disbursements on a case-by-case basis. The Head of the FSS family may request an interim disbursement from the escrow account once the FSS family has fulfilled at least one interim goal, in order to pay for specific goods or services that will help the family make progress toward achieving the goals in its Individual Training and Services Plan (ITSP).

Requests must be made in writing and include the reasons for the request. Before the request can be acted on, participants must also meet with the FSS Coordinator to review both the request and the ITSP. An interim disbursement will only be granted if the interim disbursement is needed to further a participant's progress towards meeting the goals outlined in the ITSP. Interim disbursements cannot be used for rental arrears owed or other accrued housing costs owed to landlords.

Requests may be made through the term of the Contract of Participation. FSS participants may only request one interim disbursement during their Contract of Participation. Interim disbursement amounts will be limited to 50% of the escrow account balance.

A determination of whether the family qualifies for the requested interim disbursement will be made on a case-by-case basis. Final approval of the request is up to the discretion of SEMMCHRA and requires the approval of the FSS Coordinator, Community Development Director, and Executive Director.

Examples of potentially eligible activities include, but are not limited to, payments for post-secondary education, job training, small business start-up costs, job start-up expenses, and transportation to/from a place of employment. Before any interim disbursement is approved, the FSS Coordinator will first explore options for services and in-kind donations from partners.

## **6.6 Uses of Forfeited Escrow Funds**

Forfeited escrow funds will be used by SEMMCHRA for the benefit of FSS participants in good standing. Eligible uses of the forfeited escrow funds include:

- Support for FSS participants in good standing, including, but not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving the obligations outlined in the Contract of Participation.
- Training for the FSS Coordinator.
- Other eligible activities as determined by the Secretary of HUD.

FSS participants may request assistance from this fund in writing. Use of forfeited escrow funds will be approved by the FSS Coordinator, Community Development Director, and Executive Director on a case-by-case basis.

At the discretion of the FSS Coordinator, forfeited escrow funds may be considered in lieu of an interim escrow disbursement.

Forfeited FSS escrow funds may be deployed any time during the term of a household's CoP and may be requested by the Head of the FSS family.

SEMMCHRA may also initiate a request for the use of forfeited escrow funds.

Requests for funding to cover training costs for FSS program staff must be approved by the Executive Director.

## **7. Family Activities and Supportive Services**

As described in the next section, all families participating in the FSS program will benefit from coaching that helps them identify and achieve goals that the family selects. Drawing on partners on the Program Coordinating Committee and relationships with other service providers, the coaches will provide referrals as needed to help FSS participants access appropriate services to help them achieve their goals.

SEMMCHRA partners and communicates with all of the social service agencies for all counties in our service area, along with Workforce Development, Inc. and other non-profit agencies in order to provide referrals to FSS participants who are seeking out services that another agency may have. The Program Coordinating Committee (PCC) meets on a quarterly basis to continue the partnership and provide updates of the services available.

Supportive Service Category	Specific Service	Source/Partner
General Assistance	<ul style="list-style-type: none"><li>• Social Service Referrals</li></ul>	<ul style="list-style-type: none"><li>• United Way</li></ul>
Child Care	<ul style="list-style-type: none"><li>• Infant Care</li><li>• Toddler Care</li></ul>	<ul style="list-style-type: none"><li>• Dodge, Fillmore, Goodhue, Houston,</li></ul>

	<ul style="list-style-type: none"> <li>• Preschool Care</li> <li>• After School Care</li> </ul>	<p>Wabasha, Winona Counties</p> <ul style="list-style-type: none"> <li>• SEMCAC</li> <li>• Three Rivers Community Action</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>• Bus Passes</li> <li>• Assistance with Car Repairs</li> </ul>	<ul style="list-style-type: none"> <li>• SEMCAC</li> <li>• Three Rivers Community Action</li> </ul>
Education	<ul style="list-style-type: none"> <li>• High School Equivalency/GED</li> <li>• English as a Second Language</li> </ul>	<ul style="list-style-type: none"> <li>• Adult and Community Education Departments throughout Dodge, Fillmore, Goodhue, Houston, Wabasha, Winona Counties</li> </ul>
Skills Training	<ul style="list-style-type: none"> <li>• Training in Executive Function</li> <li>• Basic Skills Training</li> <li>• Emerging Technologies Training</li> <li>• Biomedical Training (including CNA, phlebotomy, x-ray and other tech, etc.)</li> <li>• On-the-Job Training</li> <li>• Skilled Labor training</li> </ul>	<ul style="list-style-type: none"> <li>• Workforce Development, Inc.</li> <li>• CareerForce of Winona</li> <li>• Minnesota State College Southeast</li> </ul>
Job Search Assistance	<ul style="list-style-type: none"> <li>• Resume Preparation</li> <li>• Interviewing Skills</li> <li>• Workplace Skills</li> <li>• Job Development</li> <li>• Job Placement</li> </ul>	<ul style="list-style-type: none"> <li>• Workforce Development, Inc.</li> <li>• CareerForce of Winona</li> </ul>
Micro and Small Business Development	<ul style="list-style-type: none"> <li>• Small business development services</li> <li>• Small business Mentoring</li> <li>• Entrepreneurship Training</li> </ul>	<ul style="list-style-type: none"> <li>• Small Business Development Center</li> </ul>
Health/Mental Health Care	<ul style="list-style-type: none"> <li>• Alcohol and Drug Abuse Prevention</li> <li>• Alcohol and Drug Abuse Treatment</li> <li>• Primary care</li> <li>• Dental services</li> <li>• Mental Health Services</li> </ul>	<ul style="list-style-type: none"> <li>• Dodge, Fillmore, Goodhue, Houston, Wabasha, Winona Counties</li> <li>• Fernbrook Family Center</li> <li>• Hiawatha Valley Mental Health Center</li> <li>• Semcac</li> </ul>

	<ul style="list-style-type: none"> <li>• Health Insurance Advising</li> </ul>	<ul style="list-style-type: none"> <li>• Minnesota Prairie County Alliance</li> </ul>
Crisis Services	<ul style="list-style-type: none"> <li>• Crisis Assessment</li> <li>• Crisis Intervention</li> <li>• Crisis Management</li> <li>• Crisis Resolution</li> </ul>	<ul style="list-style-type: none"> <li>• Advocacy Center of Winona</li> <li>• Bluff Country Family Resources</li> <li>• Winona Volunteer Services</li> <li>• Three Rivers Community Action</li> <li>• Semcac</li> </ul>
Child/Adult Protective Services	<ul style="list-style-type: none"> <li>• Needs Assessment</li> <li>• Case Planning</li> <li>• Information Referral</li> </ul>	<ul style="list-style-type: none"> <li>• Dodge, Fillmore, Goodhue, Houston, Wabasha, Winona Counties</li> </ul>
Homeownership Preparation	<ul style="list-style-type: none"> <li>• Homeownership Education</li> <li>• Housing Counseling</li> <li>• Down Payment Assistance</li> <li>• Other Homeownership Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• SEMMCHRA</li> </ul>
Financial Empowerment	<ul style="list-style-type: none"> <li>• Financial education</li> <li>• Financial coaching</li> <li>• Banking services</li> <li>• Training in money management</li> </ul>	<ul style="list-style-type: none"> <li>• SEMMCHRA</li> </ul>
Individual Development Accounts	<ul style="list-style-type: none"> <li>• Matched Savings Accounts</li> </ul>	<ul style="list-style-type: none"> <li>• Three Rivers Community Development</li> </ul>
Legal Services	<ul style="list-style-type: none"> <li>• Legal Services</li> </ul>	<ul style="list-style-type: none"> <li>• SMRLS (Southeast Minnesota Regional Legal Services)</li> </ul>
Debt Resolution & Credit Repair	<ul style="list-style-type: none"> <li>• Assistance negotiating the resolution of past-due debt</li> </ul>	<ul style="list-style-type: none"> <li>• Lutheran Social Services</li> <li>• Family Means</li> </ul>

## **8. Method of Identifying Family Support Needs and Delivering Appropriate Support Services**

### **8.1 Identifying Family Support Needs**

Needs are identified by first having the FSS participant complete a pre-enrollment application prior to meeting with the FSS Coordinator. The participant's answers on the pre-enrollment application inform the FSS Coordinator of areas where the participant would like to improve or receive assistance.

The FSS Coordinator and FSS participant then meet to discuss what the family's biggest needs are and what goals they are most interested in pursuing as part of the Individual Training and Services Plan (ITSP).

Once the goals are finalized, the FSS Coordinator will then, if necessary, recommend outside agencies that may offer services that will benefit the participant and provide a referral.

## **8.2 Delivering Appropriate Support Services**

All families who participate in the FSS program will be assigned an FSS Coordinator who will provide case management to help each participating family to:

- Understand the benefits of participating in the FSS program and how the program can help the family achieve its goals.
- Identify achievable, but challenging interim and final goals for participation in the FSS program, break down the goals into achievable steps and accompany the family through the process.
- Identify existing family strengths and skills.
- Understand the needs that the family has for services and supports that may help the family make progress toward their goals.
- Access services available in the community through referral to appropriate service providers.
- Overcome obstacles in the way of achieving a family's goals.

Regular contact is maintained with each FSS family to offer assistance in completing the goals listed in the ITSP. This may involve an in-person meeting, a phone call, or a video meeting.

Participant progress is also tracked by utilizing a goal update worksheet every quarter. Participants are able to easily inform the FSS Coordinator of their progress and ask for assistance in completing a goal, if needed.

Once the participant completes the goal update worksheet, the FSS Coordinator reviews the information and contacts the participant to discuss next steps and provide information that will help the participant complete their ITSP.

## **8.3 Transitional Supportive Service Assistance**

Families that have completed their CoP and remain in assisted housing may request assistance with referrals to service providers in order to continue their progress toward economic security. Subject to limitations on staff capacity, SEMMCHRA will try to help these families with appropriate referrals. The time spent on these referrals will not be covered by funds designated by HUD to support the FSS program.



## **9. Contract of Participation**

All families enrolled in the FSS program will be required to sign a Contract of Participation (CoP) that includes an Individual Training and Services Plan (ITSP). This section describes the contents of the CoP and SEMMCHRA's policies and practices regarding the CoP.

### **9.1 Form and Content of Contract**

The CoP, which will incorporate one ITSP for each participating member of the family, sets forth the principal terms and conditions governing participation in the FSS program. These include the rights and responsibilities of the FSS family and of SEMMCHRA, the services to be provided to, and the activities to be completed by, each adult member of the FSS family who elects to participate in the program.

### **9.2 ITSP Goals**

Each individual's ITSP will establish specific interim and final goals by which SEMMCHRA and the family will measure the family's progress towards fulfilling its obligations under the CoP. For any FSS family that is a recipient of welfare assistance at the outset of the CoP or that receives welfare assistance while in the FSS program, SEMMCHRA will establish as a final goal that every member of the family become independent from welfare assistance before the expiration of the CoP. The ITSP of the head of FSS family will also include as a final goal that they seek and maintain suitable employment. The FSS Coordinator will work with each participating individual to identify additional ITSP goals that are relevant, feasible and desirable. Any such additional goals will be realistic and individualized.

### **9.3 Determination of Suitable Employment**

As defined in the FSS regulations (24 CFR 984.303(4)(iii)), a determination of what constitutes "suitable employment" for each family member with a goal of seeking and maintaining it will be made by SEMMCHRA, with the agreement of the affected participant, based on the skills, education, job training and receipt of other benefits of the family member and based on the available job opportunities within the community.

### **9.4 Contract of Participation Term and Extensions**

The CoP will go into effect on the first day of the month following the execution of the CoP. The initial term of the CoP will run the effective date through the five-year anniversary of the first reexamination of income that follows the execution date. Families may request up to two one-year extensions and are required to submit a written request that documents the need for the extension. SEMMCHRA will grant the extension if it finds that good cause exists to do so. In this context, good cause means:

- Circumstances beyond the control of the FSS family, as determined by SEMMCHRA, such as a serious illness or involuntary loss of employment;

- Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g. completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by SEMMCHRA or
- Any other circumstances that SEMMCHRA determines warrants an extension.

SEMMCHRA's FSS Coordinator, with the approval of the Community Development Director, will determine if the extension request is granted.

If the FSS Participant is granted the extension, they will receive a letter in the mail stating the new extension date and that they will still receive their FSS credits into their escrow account.

If the extension is not granted, then the FSS participant will get a letter letting them know why the extension was not granted and will also include a reminder on when the contract is going to expire.

### **9.5 Completion of the Contract**

The CoP is completed, and a family's participation in the FSS program is concluded when the FSS family has fulfilled all its obligations under the CoP, including all family members' ITSPs, on or before the expiration of the contract term. The family must provide appropriate documentation that each of the ITSP goals has been completed. SEMMCHRA will accept the following form of verification for completion of the ITSP goals:

- SEMMCHRA will require a combination of self-certification and third-party verification to document completion of ITSP goals.
- SEMMCHRA will also require a written statement from the FSS participant explaining why they believe they should graduate from the FSS program.

Once SEMMCHRA receives the request to graduate, the FSS Coordinator will review the provided documentation for completeness and to ensure all goals have been completed. All requests to graduate will be approved by the FSS Coordinator, Community Development Director, and Executive Director.

If it is determined that the participant has fulfilled all the requirements of the FSS program, they will then receive a letter stating they graduated from the FSS program and any escrow money they have earned over the term of the contract will be released to them.

### **9.6 Modification**

SEMMCHRA and the FSS family may mutually agree to modify the CoP with respect to the ITSP and/or the contract term, and/or designation of the head of FSS household.

Once a written request is received, a meeting will take place between the FSS family and the FSS Coordinator to review the reasons for the modification. All modifications must be in writing and signed by SEMMCHRA as well as the Head of FSS Family.

SEMMCHRA will allow for modifications to the CoP under the following circumstances:

- When the modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self-sufficiency
- When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, after consultation with SEMMCHRA, designate another family member to be the FSS head of family
- When a relocating family is entering the FSS program of a receiving PHA and the start date of the CoP must be changed to reflect the date the new CoP is signed with the receiving PHA

SEMMCHRA will not allow modifications if the COP is within 180 days from the end of the term.

### **9.7 Consequences of Noncompliance with the Contract**

Participant non-compliance with the CoP may result in termination from the FSS program. See policies on Involuntary Termination in Section 10.1.

## **10. Program Termination, Withholding of Services, and Available Grievance Procedures**

### **10.1 Involuntary Termination**

SEMMCHRA may involuntarily terminate a family from FSS under the following circumstances:

- 1) If the participant fails to meet their obligations under the Contract of Participation, the Individual Training and Services Plan and related documentation. Non-compliance includes:
  - a. Missing scheduled meetings, failure to return phone calls, and/or maintain contact after written notification of non-compliance
  - b. Failure to work on activities and/or goals set forth in the Individual Training and Services Plan, including employment activities
  - c. Failure to complete activities and/or goals within the specified time frames; and/or
- 2) If the participant's housing assistance has been terminated
- 3) Non-compliance with lease agreement
- 4) Any other act deemed inconsistent with the purpose of the FSS program
- 5) Operation of law
- 6) Committing program fraud

Participants who fail to meet their obligations under paragraph 1 above, as determined by the FSS Coordinator, will be given the opportunity to attend a required meeting with the FSS Coordinator or assigned SEMMCHRA representative to review the situation. At this meeting, a review of the Contract of Participation, Individual Training and Services Plan, and all related documentation will be conducted, and amendments will be made as necessary (within HUD guidelines) to allow for changes in circumstances.

Failure to contact the FSS Coordinator to schedule this meeting within ten (10) days of a written request by the FSS program to set up this a meeting or failure by the FSS Head of Household to attend this meeting without some type of correspondence to clarify the issue(s), may lead to termination from the program. The FSS Coordinator will also attempt to contact the participant via phone, text, in person and/or email prior to the review meeting. Participants who remain out of compliance after this meeting will be subject to termination from the FSS program.

If the initial meeting does not resolve the problem, or if the meeting is not requested by the family within the required period, notification of termination will be made to the family by letter stating:

- 1) The specific facts and reasons for termination;
- 2) A statement informing the family of their right to request an informal hearing and the date by which this request must be received (see *Grievance Procedures*);
- 3) A statement informing the family that termination from the FSS program for the reasons stated therein will not result in termination of the family's housing assistance. Failure to request a hearing in writing by the deadline will result in closure of the family's FSS file and all rights to a hearing will be waived. All escrow money held on the family's behalf will be forfeited in accordance with HUD regulations. Housing assistance will not be terminated based on non-compliance with the FSS program. The current amount of escrow in the family's escrow account will be included in the letter.

### **10.2 Voluntary Termination**

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

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

### **10.3 Termination with Escrow Disbursement**

In most cases, families whose FSS contracts are terminated will not be entitled to disbursement of their accrued FSS escrowed funds. However, the CoP will be terminated with FSS disbursement when one of the following situations occurs:

- 1) Services that SEMMCHRA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable.

- 2) (The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless SEMMCHRA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.
- 3) 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, as determined by the PHA, and continuation of the CoP after the move, or completion of the CoP prior to the move, is not possible.

#### **10.4 Grievance Procedure**

Participants will be given written notice of SEMMCHRA's intent to terminate the FSS contract, including the reason for termination. The written notice will be emailed to the participant and a hard copy will be sent through the mail. Upon the participants written request to SEMMCHRA within 10 days of the date of the notice, the participant will be given an opportunity for an informal hearing regarding the termination notice. The informal hearing will be done in accordance with the grievance procedures. Please see Appendix A for SEMMCHRA's full grievance procedure.

#### **11. Assurance of Non-Interference**

Participation in the FSS program is voluntary. A family's decision on whether to participate in FSS will have no bearing on SEMMCHRA's decision of whether to admit the family into the Housing Choice Vouchers (HCV): Tenant-Based Vouchers program or Public Housing. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or on their failure to comply with FSS program requirements.

SEMMCHRA will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

#### **12. Timetable**

SEMMCHRA implemented its FSS program in 1993 and will continue to implement it per this FSS Action Plan.

#### **13. Reasonable Accommodations, Effective Communications, and Limited English Proficiency Requirements**

##### **13.1 Requests for Reasonable Accommodations**

Some people with disabilities may need a reasonable accommodation in order to take full advantage of SEMMCHRA's FSS program. When such accommodations are needed, SEMMCHRA will provide reasonable accommodations to applicants and tenants with disabilities. Requests should be made initially to the FSS Coordinator and will be considered on a case-by-case basis. Please see Appendix B for SEMMCHRA's Reasonable Accommodation Procedure.

### **13.2 Request for Effective Communications**

A person with disabilities may request the use of effective communication strategies in order to facilitate participation in the FSS program. Examples include: appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc. Requests should be made initially to the FSS Coordinator.

### **13.3 Limited English Proficiency**

SEMMCHRA will comply with HUD requirements to conduct oral and written communication related to the FSS program in languages that are understandable to people with Limited English Proficiency. Please see Appendix C for SEMMCHRA's Language Access Plan.

## **14. Coordination of Services**

### **14.1 Certification of Coordination**

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 29 U.S.C. 3111 et seq., and other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area. Implementation will continue to be coordinated, in order to avoid duplication of services and activities.

### **14.2 Program Coordinating Committee**

The principal vehicle for ensuring ongoing coordination of services is the Program Coordinating Committee (PCC), which has been established in accordance with FSS regulations to assist in securing commitments of public and private resources for the operation of the FSS program. Among other responsibilities, the PCC will help the FSS program to identify and build strong referral relationships with providers of supportive services that meet the needs of FSS participants. The PCC will also be consulted in developing program policies and procedures.

The PCC will meet quarterly and conduct business on an as-needed basis via email or telephone conferences. The PCC includes the following representatives:

- 1) One or more FSS Program Coordinators
- 2) One or more participants from each HUD rental assistance program served by the FSS program
- 3) Representatives from a variety of agencies and individuals, which may include but are not limited to the following:

- Workforce Development Inc.
- MN Prairie County Alliance
- Three Rivers Community Action
- United Way of Goodhue, Wabasha, and Pierce Counties
- Winona Volunteer Services
- Dodge County
- Fillmore County
- Goodhue County
- Houston County
- Wabasha County
- Winona County

## **15. Portability**

FSS participants may not exercise portability within the initial 12 months after signing a CoP.

If a FSS family is eligible for and chooses to exercise portability to another housing authority jurisdiction, SEMMCHRA may take one of the following actions:

- Permit the family to remain enrolled on SEMMCHRA's FSS program, so long as the family can continue to meet its obligations of the contract while living in the new location and both the initial and receiving PHAs agree; or
- Transfer the enrollment to the receiving housing authority.
- Where continued FSS participation is not possible, SEMMCHRA will discuss the options that may be available to the family, depending on the family's specific circumstances, which may include, but are not limited to, modification of the FSS contract, termination of the FSS contract and forfeiture of escrow, termination with FSS escrow disbursement in accordance with 24 CFR § 984.303(k)(1)(iii), or locating a receiving PHA that has the capacity to enroll the family into its FSS program.

If an FSS participant moves into the PHA's jurisdiction, they will be admitted in good standing into SEMMCHRA's FSS program unless SEMMCHRA is already serving the number of FSS families identified in this FSS Action Plan and determines that it does not have the resources to manage the FSS contract.

For families entering our FSS program through portability, the initial contract of participation will be terminated, and a new contract will be executed. The effective date of the new contract will be the date in which the family becomes enrolled in SEMMCHRA's FSS program. However, the expiration date of the new contract will be the same as the original contract with the initial housing authority. The amounts listed on the new contract for annual income, earned income, and family rent will be the same as those listed on the initial contract.

Whichever housing authority is party to the Contract of Participation will be responsible for monitoring the family’s FSS status, and, for reporting purposes, would include the family as a participant on their FSS program.

**16. Fair Housing**

It is the policy of the SEMMCHRA to fully comply with all Federal, State, and local nondiscrimination laws, the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

Any applicant and/or participant who requests information on fair housing counseling services shall receive the contact information for legal services, which is the following:

Southern Minnesota Regional Legal Services  
 66 East Third Street, Suite 204  
 Winona MN 55987-3478  
 1-888-575-2954

If a participant needs to file a fair housing complaint, the first step would be to utilize the Housing Discrimination Hotline at 1-800-669-9777 or contact legal services at 1-888-575-2954.

**17. Other Policies**

Policy	Where Addressed in Plan
Policies related to the modification of goals in the ITSP	Section 9: Contract of Participation
The circumstances in which an extension of the Contract of Participation may be granted	Section 9: Contract of Participation
Policies on the interim disbursement of escrow, including limitations on the use of the funds (if any)	Section 6: FSS Escrow Account and Other Incentives for Participants
Policies regarding eligible uses of forfeited escrow funds by families in good standing	Section 6: FSS Escrow Account and Other Incentives for Participants
Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating	Section 4. Family Selection Procedures
Policies on requirements for documentation for goal completion	Section 9: Contract of Participation
Policies on documentation of the household’s designation of the “Head of FSS Household	Section 4. Family Selection Procedures

**18. Definitions**

The definitions below are specified in CFR 24 984.103. The terms 1937 Act, Fair Market Rent, Head of Household, HUD, Public Housing, Public Housing Agency (PHA), Secretary, and Section 8, as used in this part, are defined in 24 CFR Part 5.



*Certification* means a written assertion based on supporting evidence, provided by the FSS family or SEMMCHRA, as may be required under this part, and which:

- 1) Shall be maintained by SEMMCHRA in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification;
- 2) Shall be made available for inspection by HUD, SEMMCHRA, and the public, as appropriate; and,
- 3) Shall be deemed to be accurate for purposes of this part, unless the Secretary or SEMMCHRA, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

*Contract of Participation (CoP)* means a contract, in a form with contents approved by HUD, entered into between an FSS family and SEMMCHRA operating an FSS Program that sets forth the terms and conditions governing participation in the FSS Program. The CoP includes all Individual Training and Services Plans (ITSPs) entered into between SEMMCHRA and all members of the family who will participate in the FSS Program, and which plans are attached to the CoP as exhibits. For additional detail, see § 984.303.

*Effective date of Contract of Participation (CoP)* means the first day of the month following the date in which the FSS family and the PHA entered into the CoP.

*Eligible families* means current residents of Public Housing (Section 9) and current Section 8 program participants, as defined in this section, including those participating in other local self-sufficiency programs.

*Enrollment* means the date that the FSS family entered into the CoP with SEMMCHRA.

*Family Self-Sufficiency (FSS) Program* means the program established by a PHA within its jurisdiction or by an owner to promote self-sufficiency among participating families, including the coordination of supportive services to these families, as authorized by section 23 of the 1937 Act.

*FSS escrow account (or, escrow)* means the FSS escrow account authorized by section 23 of the 1937 Act, and as provided by § 984.305.

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

*FSS family* means a family that resides in Public Housing (Section 9) or receives Section 8 assistance or receives HUD Project-Based Rental Assistance for a privately owned property, and that elects to participate in the FSS Program, and whose designated adult member (head of FSS family), as determined in accordance with § 984.303(a), has signed the CoP.

*FSS family in good standing* means, for purposes of this part, an FSS family that is in compliance with their FSS CoP; has either satisfied or are current on any debts owed SEMMCHRA; and is in compliance with the regulations 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” set forth in this § 984.103.

*FSS slots* refers to the total number of families (as determined in the Action Plan and, for mandatory programs, in § 984.105 of this part) that the PHA will serve in its 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; working with the community and service partners; and tracking program performance.

*FY* means Federal Fiscal Year (starting October 1 and ending September 30, and year 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 SEMMCHRA in consultation with a participating FSS family member (the person with, for, and whom the ITSP is being developed), and which sets forth:

- 1) The final and interim goals for the participating FSS family member;
- 2) The supportive services to be provided to the participating FSS family members;
- 3) The activities to be completed by that family member; and,
- 4) The agreed upon completion dates for the goals and activities.

Each ITSP must be signed by SEMMCHRA 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.

*Owner* means the owner of multifamily assisted housing.

*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 escrow account funds.

*Supportive services* mean those appropriate services that SEMMCHRA will coordinate on behalf of an FSS family under a CoP, which may include, but are not limited to:

- 1) *Childcare*—childcare (on an as-needed or ongoing basis) of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- 2) *Transportation*—transportation necessary to enable a participating FSS family member to receive available services, or to commute to their place(s) of employment;

- 3) *Education*—remedial education; education for completion of high school or attainment of a high school equivalency certificate; education in pursuit of a post-secondary degree or certificate;
- 4) *Employment Supports*—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the CoP;
- 5) *Personal welfare*—substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services;
- 6) *Household management*—training in household management;
- 7) *Homeownership and housing counseling*—homeownership education and assistance and housing counseling;
- 8) *Financial Empowerment*—training in financial literacy, such as financial coaching, training in financial management, asset building, and money management, including engaging in mainstream banking, reviewing and improving credit scores, etc.;
- 9) *Other services*—any other services and resources, including case management, optional services, and specialized services for individuals with disabilities, that are determined to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency. Reasonable accommodations and modifications must be made for individuals with disabilities consistent with HUD requirements, including HUD’s legal obligation to make reasonable modifications under Section 504 of the Rehabilitation Act.

*Welfare assistance* means (for purposes of the FSS program only) income assistance from Federal, (i.e. Temporary Assistance for Needy Families (TANF) or subsequent program) State, or local welfare programs and includes only cash maintenance payments designed to meet a family’s ongoing basic needs. Welfare assistance does not include:

- 1) Nonrecurrent, short-term benefits that:
  - (a) Are designed to deal with a specific crisis or episode of need;
  - (b) Are not intended to meet recurrent or ongoing needs; and,
  - (c) Will not extend beyond four months.
- 2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- 3) Supportive services such as childcare and transportation provided to families who are employed;
- 4) Refundable earned income tax credits;
- 5) Contributions to, and distributions from, Individual Development Accounts under Temporary Assistance for Needy Families (TANF);
- 6) Services such as counseling, case management, peer support, childcare information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support;
- 7) Amounts solely directed to meeting housing expenses;
- 8) Amounts for health care;
- 9) Supplemental Nutrition Assistance Program and emergency rental and utilities assistance;
- 10) Supplemental Security Income, Social Security Disability Income, or Social Security; and

- 11) Child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not on the need of the child's current non-parental caretaker.

SEMMCHRA RESERVES THE RIGHT TO MODIFY THIS PLAN OF ACTION AT ANY TIME ACCORDING TO CHANGES IN HUD REGULATIONS FOR FSS ADMINISTRATION, SECTION 8 HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE POLICY CHANGES, HOUSING CHOICE VOUCHER HOMEOWNERSHIP ADMINISTRATIVE POLICY CHANGES, AND/OR PUBLIC HOUSING ADMINISTRATIVE POLICY CHANGES. ANY REVISIONS OR ADDENDUMS MADE TO THIS ACTION PLAN WILL BE DONE IN ACCORDANCE WITH HUD REGULATIONS AND WILL BE SUBMITTED TO HUD.



134 East Second Street • Wabasha, MN 55981 • phone (651) 565-2638 • fax (651) 565-3836 • www.semmchra.org

## GRIEVANCE PROCEDURE

### I. Definitions

- A. A “Grievance” is any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant’s lease or Housing Authority regulations which adversely affect the individual tenant’s rights, duties, welfare or status.
- B. A “complaint” is any tenant whose grievance is presented to the Housing Authority or at the project management office informally or as part of the informal hearing process.
- C. Tenant is the adult person(s) (other than live-in aide) who resides in the unit, and who executed the lease with the housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit, one who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
- D. Hearing Officer or panel shall mean an impartial, disinterested person or persons selected to hear grievances and render a decision with respect thereto.
- E. “Elements of due process” shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the tenant to be represented by counsel;
  - 3. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witness and to present any affirmative legal or equitable defenses which the tenant may have.
  - 4. A decision on the merits.
- F. Resident organization includes a Resident Management Corporation.

### II. Grievance Procedure

- A. Informal Grievance Procedures
  - 1. Any grievance shall be personally presented orally or in writing to the housing Authority office or to the complaint’s project office. (If the grievance is written it must be signed and dated by the complainant.) The grievance must be presented within a reasonable time, not

in excess of the first working day after the fifth (5<sup>th</sup>) day of the action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify: (a) the particular ground(s) upon which it is based; (b) the action requested; and (c) the name, address and telephone number of the complainant and similar information about his/her representative, if any.

2. The purpose of this initial contact is to discuss and hopefully resolve grievances without the necessity of a formal hearing.
3. Within five working days, a summary of this discussion will be given to the complainant by a Housing Authority representative, one copy to be filed in the Housing Authority's tenant files.
4. The summary will include: Names of participants, date of meeting, nature of the proposed disposition, specific reasons therefore; and shall specify steps by which a formal hearing can be obtained.
5. After exhausting procedures outlined above, if the complainant is dissatisfied with the proposed disposition of the grievance, he/she is entitled to a hearing before a Hearing Officer or Panel. He/she shall submit a written request for a hearing within ten (10) working days of delivery of the above mentioned summary of the informal proceedings.
6. If the complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing and the Housing Authority's proposed disposition of the grievance will become final. Failure to request a hearing shall in no way constitute a waiver of the complainant's right to contest the Housing Authority's disposition of his/her grievance in an appropriate judicial hearing.

### **III. Procedures to Obtain a Hearing**

#### **A. Informal Prerequisite**

1. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section II, A.1 as a prerequisite to a formal hearing. If the complainant shall show good cause why he/she waives his/her right to the hearing panel, the provisions of this Subsection may be waived by the hearing officer or hearing panel.

2. If the complainant does not request a hearing within the time period allowed in item II, A.5 above, he/she waives his/her right to the hearing, and proposed disposition of the grievance will become final. This shall not, however, constitute a waiver of the complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.

B. Escrow Deposit

1. Before a hearing is scheduled in any grievance involving an amount of rent the Housing Authority claims is due, the complainant shall pay to the Housing Authority all rent due and payable as of the month preceding the month in which the act or failure to act took place.
2. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing official or panel.
3. The above requirements (Section III, B.1 & 2) may be waived by the Housing Authority in extraordinary circumstances.
4. Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
5. Failure to make such payments shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.

**IV. Selection of a Hearing Officer or Panel**

- A. The hearing officer shall be impartial, disinterested person or persons appointed by the Housing Authority, other than a person who made or approved the Housing Authority action under review or a subordinate of such person.
- B. The Housing Authority may provide the appointment of a hearing officer or panel by any method which is approved by a majority of tenants voting in election or meeting of tenants held for that purpose. Any comments or recommendations submitted by tenant organizations shall be considered by the Housing Authority before appointment.

**V. Scheduling**

- A. Upon complainant's compliance with the above (III, A. & B.) a hearing shall be scheduled by the hearing officer or panel promptly for a time and place reasonably convenient to both the complainant and the Housing Authority.
- B. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate Housing Authority official.

**VI. Expedited Grievance Procedure**

In the case of a grievance conducted under the expedited procedure, the informal hearing is bypassed. The complainant shall request a hearing by such a time as specified by the Housing Authority.

The Housing Authority has established an expedited grievance procedure and may use this procedure for any grievance concerning a termination of tenancy or eviction that involves:

- A. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Housing Authority.
- B. Any drug related criminal activity on or near such premises.

**VII. Procedures Governing the Hearing**

- A. The hearing shall be held before a hearing officer or panel as appropriate.
- B. The complainant shall be afforded a fair hearing providing the basic safeguard of due process which shall include:
  - 1. The opportunity to examine before the grievance hearing and at the expense of the complainant, to copy all documents, records and regulations of the housing Authority that are directly relevant to the hearing. If the Housing Authority does not make the document available for examination upon request by the complainant, the Housing Authority will not rely on such document at the grievance hearing.
  - 2. The right to a private hearing unless the complainant requests a public hearing.
  - 3. The right to be represented by counsel or other person chosen as his/her representative, and to have such person make statements on the tenant's behalf.



4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. If the hearing officer or pane determines that the issue has been previously decided in another proceeding, they may render a decision without proceeding with the hearing.
- D. If the complainant or Housing Authority fail to appear at the scheduled hearing, the hearing officer or panel may make a determination to postpone the hearing for not to exceed five working days, **or** make a determination that the party has waived his/her right to a hearing. Such a determination in no way waives the complainant's right to appropriate judicial proceedings.
- E. At the hearing the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Authority actions or failure to act against which the complaint is directed.
- F. The hearing shall be conducted by the hearing officer or panel in such a way to be:
1. Informal-Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
  2. Orderly-The officer or panel shall require that the Housing Authority, Complainant, counsel and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the direction of the hearing officer or panel to obtain may result in the exclusion from the proceedings or a decision adverse to the interests of the disorderly party and granting or denial the relief sought, as appropriate.
- G. The complainant or Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing.

1. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the tenant is visually impaired, any notice which is required under this procedure will be in an accessible format.

**VIII. Decisions of the Hearing Officer or Panel**

- A. Within 10 working days following the hearing, the hearing officer or panel shall give the complainant and Housing Authority a written decision including reason therefore. The Housing Authority will file one copy in their Tenant files and maintain another copy with the names and identifying references deleted for a prospective complainant his/her representative, or hearing officer or panel.
- B. The Decision of the hearing officer or panel shall be binding on the Housing Authority which shall take all actions necessary to carry out the decision unless the Housing Commissioners determine, within five working days, and or notifies the complainant that:
  1. The grievance does not concern the Housing Authority action or failure to act in accordance with or involving the complainant's lease on Housing Authority regulations with adversely affect the complainant's rights, duties, welfare or status.
  2. The decision of the hearing officer or panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.
- C. A decision by the hearing officer or panel or Housing Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights the complainant may have to a new trial or judicial review in any proceedings, which may thereafter be brought in the matter.

**IX. Housing Authority Eviction Actions**

A notice to vacate which is required by State or local law may be combined with or run concurrently with a notice of lease termination. The tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the grievance process has been completed (so long as the hearing was requested in a timely manner.)

**SEMMCHRA**  
**REASONABLE ACCOMMODATION PROCEDURE**

**PROCEDURES**

Note: Management companies and housing authorities whose properties receive federal funds must designate a 504 Coordinator if they have 15 or more employees.

1. The 504 Coordinator is Bobbi Willers, 651-565-2638 ext. 215.
2. The SEMMCHRA does not discriminate on the basis of race, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access or admission to its programs or employment or in its programs, activities, functions or services.
3. The SEMMCHRA is covered by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Titles II and III, the Fair Housing Act , as well as other state and local fair housing acts which require reasonable accommodation to persons with disabilities as defined in those laws.
4. The SEMMCHRA will make a reasonable accommodation for people with disabilities when an accommodation is necessary to insure equal access to SEMMCHRA properties, its amenities, services and programs. Reasonable accommodations include changes to the building, grounds or an individual unit and changes to policies, practices and procedures.
5. Accommodations will be made up to the point of structural infeasibility, undue financial and administrative burden or requiring changes fundamental to the program. If SEMMCHRA cannot afford the full cost of an accommodation, the SEMMCHRA will meet with the resident to determine the best way to use the funds that are available to address the barrier.
6. The definition of a person with a disability for purposes of a reasonable accommodation follows the definition in Section 504, the ADA, the federal Fair Housing Act, Massachusetts Chapter 151b and any other applicable statutes: a person with a physical or mental impairment that substantially interferes with one or more activities of daily living, has a history of such an impairment or is regarded as having such an impairment.
7. Notice of the right to reasonable accommodation shall be posted in the management office(s), included in leasing documents, and communicated during the leasing process.
8. Reasonable accommodation requests will be processed in the order in which necessary documentation is received.

## PROCEDURES

1. Applicants or residents may make Reasonable Accommodation requests at any time and may make them verbally although for reasons of clarity for both parties, SEMMCHRA recommends filling out a written Reasonable Accommodation Request Form for all but routine requests. The forms may be obtained from the FSS Coordinator. Staff will assist applicants or residents who need such assistance and will accept requests in alternate format if necessary because of a disability.
2. All requests will be processed by the 504 Coordinator – Bobbi Willers, 651-565-2638 ext. 215.
3. When the disability is obvious or known to the FSS Coordinator, documentation of the disability will not be required. When the need for the requested accommodation is obvious or known to the FSS Coordinator, documentation of the need for the accommodation will not be required. When the disability and/or need is not obvious or known to the FSS Coordinator, requests will require verification of disability status, need for equal access, and/or when relevant, likelihood that the request will resolve problem.
4. When documentation is necessary, SEMMCHRA strongly recommends that applicants or residents use the SEMMCHRA verification form in order to avoid delays. Management reserves the right to require documentation on a verification of need and release form provided by SEMMCHRA if other forms of documentation are not sufficient to document need. It is the applicant's or resident's responsibility to secure such documentation or to give SEMMCHRA the information necessary to secure such documentation. Documentation must come from a reliable source with sufficient professional and personal knowledge of the applicant/resident to answer the applicable questions.
5. As soon as the 504 Coordinator receives a Reasonable Accommodation request, he or she will send applicant's request, verification of need and release form along with a cover letter explaining reasonable accommodations standards and process to the verification source identified by the applicant or resident for verification.
6. Management has the right to sufficient documentation to make a decision, but does not have a right to diagnosis, medical history or treatment unless directly relevant to a reasonable accommodation request, for example chemical sensitivity to certain materials.
7. The 504 Coordinator will approve or disapprove a reasonable accommodation request as soon as possible, but within 10 working days if there is no verification required or within **10** working days of receiving sufficient verification to make a decision.
8. NOTE: In some complex cases, a meeting with applicant/resident, and any service providers or other technical assistance sources may be the best way to identify the best solution. Applicants or residents may bring anyone they consider helpful to such a meeting. Such meetings will be arranged as soon as possible at a mutually agreeable time for all participants.

9. If the applicant/resident meets the eligibility definition and the necessity and likely effectiveness of an accommodation is known or documented, the FSS Coordinator will implement the change as soon as possible, but no later than 10 working days from the time of the decision or as soon as is reasonably possible. Management will notify applicant/resident of reasons for delay and estimated completion time for such requests.
10. If the 504 Coordinator believes, based on evidence, that a request is structurally infeasible, poses an undue financial and administrative burden or requires a fundamental change in the nature of the program, they will consult with a legal entity or the appropriate government funding source for the property, before making a final decision.
11. If SEMMCHRA finds that the request poses an undue financial and administrative burden, they will notify applicant/resident and offer to make changes that do not pose such a burden. This could include paying for a less expensive partial accommodation, combining SEMMCHRA funds with resources the applicant/resident may find or waiting until a later time when more funds are available. Any agreement for a partial or delayed accommodation should be in writing or in an alternate permanent format. Applicant/resident may request documentation of basis for determining undue burden.
12. If SEMMCHRA finds that the request is not structurally feasible or requires a fundamental change in the nature of the program, management will give applicant/resident a written explanation and will discuss and carry out any reasonable alternatives that do not require an undue financial and administrative burden or a fundamental change in the nature of the program.
13. If a reasonable accommodation request is denied for any reason, the 504 Coordinator will notify applicant and will include in the denial notification a written or alternate format notice of the right to a grievance hearing and the procedures for requesting one. If an applicant/resident disagrees with a reasonable accommodation decision, they may request a grievance hearing by asking the 504 Coordinator either verbally or in writing or some alternate format within 10 working days of receiving the decision.
14. Upon request, the 504 Coordinator will arrange a grievance hearing with an uninvolved housing authority official within 10 days of the request at a mutually agreed upon time. The applicant/resident may bring any other person(s) he/she deems necessary to present his/her case. The rules of evidence will not apply, but all parties will have opportunity to present documentation of the request and reasons for denial. The grievance official will issue a final written or alternate format decision to all parties within **10** days of the hearing.
15. If, with or without a grievance hearing, an applicant/resident agrees to something other than the request, applicant/resident will sign or otherwise record approval of such an agreement.

## Language Access Plan

### **Language Assistance Measures**

-Language assistance for LEP individuals will be provided as follows:

#### **Face-to-face Interaction:**

1. Posters allowing LEP persons to indicate their language and request an interpreter will be posted in the SEMMCHRA lobby.
2. Language ID cards will be available at the reception area.
3. Telephone interpreter services will be made available if requested at no charge:  
[www.language.com](http://www.language.com), or 888-808-9008 8-digit PIN: 82542854

#### **Online Interaction:**

1. Online application option in Spanish
2. Notation on website that interpreters are available upon request
3. Use of translators and interpreters if correspondence is received in a language other than English: [www.language.com](http://www.language.com), or 888-809-9008 8-digit PIN: 82542854

#### **Written Communication**

-HUD documents in multiple languages:

[www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/17lep](http://www.hud.gov/program_offices/fair_housing_equal_opp/17lep)

-Use of translators and interpreters if correspondence is received or needs to be sent in a language other than English: [www.language.com](http://www.language.com), or 800-752-6096

\*Per the Rural Development “Safe Harbor” provisions, we are not in need of written translation of our documents. The size of the LEP population in our service area is less than 5% of the eligible population or beneficiaries and less than 1000 in number.

### **Staff Training**

-Staff members responsible for contact with the general public will be knowledgeable about our Language Access Plan and how to provide services to persons that are limited English proficient.

-“I speak” cards will be readily available.

-Staff will be provided with information on how to access translation in interpreter services, as well as written translated materials from the HUD website.

-Refresher information will be provided to our staff when updates are made to the LAP to ensure consistency.

### **Monitoring and Updating**

-This organization will review the LAP to ensure it remains current to the LEP populations in our service area as needed, including at any time new census data reveals a significant increase in LEP persons in our service area OR if a significant increase in contacts or inquiries with LEP persons is evidenced. At a minimum, the LAP will be reviewed every three (3) years to ensure our LEP policies and procedures remain current and result in effective language services and meaningful access.