

Family Self-Sufficiency (FSS) Program Contract of Participation

U.S. Department of Housing
and Urban Development

OMB Approval No. 2577-0178
(exp. XX/XX/XXX)

This Contract of Participation for the Family Self-Sufficiency (FSS) Program is between _____
_____, Public Housing Agency (PHA) or PBRA owner, and
_____ head of FSS family.

The FSS family includes everyone in the household and is referred to in this contract as "family."

Type of FSS Program.

The family is housed in: (Check only one)

- Housing Choice Voucher (HCV)/Project Based
Voucher (PBV)
- Public Housing
- Project-Based Rental Assistance
(PBRA)/Multifamily

Purpose of Contract

The purpose of this contract is to state the rights and responsibilities of the participating family and the PHA/owner, the resources and supportive services to be provided to the family, and the activities to be completed by the family.

Term of Contract

This contract will be effective on _____.

This contract will expire on [5 years after the first re-examination of income after execution date of CoP]

_____.

The PHA/owner may extend the term of the contract up to 2 years if the PHA/owner finds that *good cause* exists for the extension.

Resources and Supportive Services

During the term of the contract, the PHA/owner will try to coordinate the resources and services listed in the Individual Training and Services Plans (ITSP). However, the PHA/owner has no liability to the family if the resources and services are not provided.

Individual Training and Services Plan (ITSP)

An Individual Training and Services Plan (ITSP) must be developed for each participating family member. All ITSPs for the family are hereby incorporated into and made part of this contract.

FSS Escrow Account

The PHA/owner will establish an FSS escrow account for the family. The increases in the family's rent due to increases in earned income will be credited to the FSS escrow account in accordance with 24 CFR parts 887 and 984 (as applicable) and any other HUD requirements.

Listed below are the family's baseline annual income, baseline annual earned income, and baseline monthly rent when the family begins the FSS program. These amounts will be used to determine the amount credited to the family's FSS escrow account due to future increases in earned income.

Baseline Annual Income \$ _____
Baseline Annual Earned Income \$ _____
Baseline Monthly Rent \$ _____

Interim Withdrawal of Escrow Funds

The PHA/owner does __ does not __ allow for the interim withdrawal of escrow funds. If yes, the participating family must be provided with the pertinent policies. The PHA/owner may disburse an amount in the family's FSS escrow account to the head of the FSS family in compliance with its interim withdrawal policies and 24 CFR 984.305).

Graduation from the FSS Program and Disbursement of Escrow

The PHA/owner will disburse to the head of FSS family the amount in the family's FSS escrow account, less any amount owed to the PHA/owner (for unpaid rent or other outstanding debts), when the family is compliant with its lease, and:

- (1) the PHA/owner determines that the family has completed the terms of this contract, including the terms of all ITSPs; and
- (2) The head of FSS family certifies that no member of the FSS family is a recipient of welfare assistance;

Disbursement of Escrow in Cases of Contract Termination

The PHA/owner must disburse to the FSS family the amount in the family's FSS escrow account, less any amount owed to the PHA/owner (for unpaid rent or other outstanding debts), when the family is compliant with its lease and:

- (1) The PHA/owner, with HUD approval, determines there is good cause to disburse FSS escrow funds; or
- (2) When the Contract has been terminated for the following reasons:
 - a. Services that the PHA/owner and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable;
 - b. The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, and the PHA/owner and FSS family determine it is not possible to modify the Contract to designate a new head of the FSS family; or
 - c. A voucher FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with regulatory portability requirements) 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.

Head of FSS Family Leaves Assisted Unit

If the head of the FSS family leaves the assisted unit, the remaining family members may, after consulting the HA/owner, name another family member to take over the Contract or receive the FSS escrow account funds in accordance with the terms of this agreement.

Loss of FSS Escrow Account

The family will not receive the funds in its FSS escrow except as provided above. The FSS escrow will be forfeited and the family has no right to receive funds from the FSS escrow if the contract is terminated, except as provided above.

Family Responsibilities Head of FSS Family must:

- o Seek and maintain suitable employment. **The head of FSS family and those family members who have decided, with PHA/owner agreement, to execute an ITSP, must:**
- o Complete the interim goals, final goals, and any other activities by the completion dates contained in each ITSP.

All family members must:

- o Comply with the terms of the lease.
- o If receiving welfare assistance, become independent of welfare assistance by the end of this Contract term.
- o If participating in the HCV program, the family must comply with the family obligations under the HCV program and live in the jurisdiction of the PHA that enrolled the family in the FSS program at least 12 months from the effective date of this contract, unless the initial PHA has approved the family’s request to move outside its jurisdiction under portability.

Termination of the Contract of Participation

The PHA/owner may terminate this contract if:

- (1) the family and the PHA/owner agree to terminate the contract;
- (2) the PHA/owner determines that the family has not fulfilled its responsibilities under this contract;
- (3) the family withdraws from the FSS program; or
- (4) the PHA/owner is permitted to terminate the contract in accordance with HUD regulations and requirements.

Signatures:

Family

Housing Agency/Owner

(Signature of Head of FSS Family)

(Name of PHA/Owner)

(Date Signed)

(Official Title)

(Signature of PHA/Owner Official)

(Date Signed)

The PHA/owner will terminate this contract and distribute escrow according to 24 CFR 984 and 887 when:

- (1) Services that the PHA/owner 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, and the PHA/owner and FSS family determine it is not possible to modify the Contract to designate a new head of the FSS family; or
- (3) A voucher FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements 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.

The PHA/owner must give a notice of termination to the head of FSS family. The notice must state the reasons for the PHA/owner decision to terminate the contract.

This contract is automatically terminated if the family’s rental assistance is terminated in accordance with HUD requirements.

Modification

The PHA/owner and the family may mutually agree to modify this contract or any incorporated ITSP in accordance with 24 CFR parts 887 and 984, as applicable.

Compliance with HUD Regulations and Requirements

The PHA/owner and the FSS family agree to comply with HUD regulations and requirements, including 24 CFR parts 887 and 984. To the extent that anything in this contract conflicts with HUD regulations or requirements, including parts 887 and 984, HUD regulations and requirements will prevail. Terms and figures, such as the income and rent amount on page 1, are subject to correction by the PHA/owner for compliance with HUD regulations and requirements. The PHA/owner must notify the family in writing of any adjustments made to the contract.

Conflict with the Lease

If any term of this contract conflicts with the lease, the lease will prevail.

Each Housing Agency (PHA/owner) must implement the FSS Program in compliance with 24 CFR 984 and 24 CFR 877.

This collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control

number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Executing the FSS Contract of Participation

Head of FSS Family

The family must designate an adult family member to be the Head of FSS Family who will sign this contract. The head of FSS Family may, but is not required to be, the head of the household for rental purposes. Under certain circumstances, consistent with 24 CFR part 887 and 984, as applicable, and this contract, the family may designate a new Head of FSS Family during the term of the contract.

Term of Contract

- (1) The effective date is the first day of the month following the date the contract was signed by the family and the PHA/owner's representative.
- (2) The expiration date is five years from the effective date of the first re-examination of income after the execution date of the contract. The expiration date may be left blank until the first re-exam.
- (3) If the PHA/owner decides to extend the term of the contract, the original expiration date listed on page one of the contract must be crossed out and the new expiration date added.
- (4) If a family moves under HCV portability procedures and is going to participate in the receiving PHA's FSS program, the effective date of the contract between the family and the receiving PHA is the first day of the month following the date the contract was signed by the family and the PHA's representative. The expiration date of the contract between the receiving PHA and the family must be the same as the expiration date of the contract between the initial PHA and the family.

FSS Escrow Account

- (1) The income and rent numbers to be inserted in this Contract must be taken from the amounts on the last reexamination or interim determination before the family's initial participation in the FSS program.
- (2) If a family moves under HCV portability procedures and is going to participate in the receiving PHA's FSS program, the receiving PHA must use the amounts listed for annual income, earned income, and family rent in this contract between the initial PHA and the FSS family.

Changes to the Contract

- (1) This contract of participation can only be changed to modify the contract term, the Head of FSS family, or the ITSPs.

- (2) Any change of the head of the family under the contract must be included as an attachment to the contract. The attachment must contain the name of the new designated head of FSS family, the signatures of the new head of FSS family and a PHA/owner representative, and the date signed.

- (3) Any change(s) to an ITSP must be included as a revision to the original ITSP (attachment) to which the change applies. The revision must include the item changed, signatures of the participant and a PHA/owner representative, and the date signed.

Individual Training and Services Plans (ITSPs)

- (1) The contract must include an individual training and services plan for the head of the family. Other family members aged eighteen and older may choose to execute an individual training and services plan if agreed to by the PHA/owner.
- (2) The resources and supportive services to be provided to each family member must be listed in the ITSPs which are attachments to the contract of participation.
- (3) Each ITSP must be signed by the participant and an PHA representative.
- (4) Interim goals must be specified along with the activities and services needed to achieve them. For example, a single mother with two children who has an interim goal of completing her secondary education might require several different activities and services to achieve that goal. These might include transportation, tutoring, and child care.
- (5) All completion dates included in the ITSPs must be on or before the contract of participation expires.
- (6) One of the final goals for families receiving welfare assistance is to become independent of welfare assistance by the end of the contract. Any family that is receiving welfare assistance **must** have this included as a final goal in the head of FSS family's ITSP.
- (7) The other final goal listed on the ITSP of the head of FSS family **must** include seeking and maintaining suitable employment specific to that individual's skills, education, job training, and the available job opportunities in the area.

Incentives

If the PHA/owner has chosen to offer other incentives in connection with the FSS program, these incentives may be included in the individual training and services plans or as an attachment to this contract.

Family Self-Sufficiency Program Individual Training and Services Plan

Attachment _____

Name of Participant _____

Final Goal

Interim Goal Number _____

Date Accomplished _____

Activities/Services

Responsible Parties

Date/s

Signatures:

Family

(Participant)

(Date Signed)

Housing Agency

(Signature of PHA/Owner Representative)

(Date Signed Title)

Comments