



Regional Housing Authority

Family Self Sufficiency Program

Action Plan

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Regional Housing Authority

Family Self Sufficiency Action Plan

1. PURPOSE

The purpose of the Family Self Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Department of Housing and Urban Development (HUD) Housing Choice Voucher program with public and private resources to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency.

2. PROGRAM OBJECTIVE

The objective of the Family Self Sufficiency program is to reduce the dependency of low-income families on welfare assistance, HCV assistance, and other Federal, State and local subsidies.

The FSS program links participants to high-quality, comprehensive supportive services including education, job training, counseling, and other forms of social service assistance necessary to achieve self-sufficiency. A successful FSS program will enhance the standard of living and self-esteem of the participants as they become more productive members of the community and are no longer dependent on governmental assistance.

3. TERMINOLOGY

The Regional Housing Authority is referred to as “PHA” throughout this document.

“Family” is used interchangeably with “Applicant” or “Participant” and can refer to a single person family.

See **Section 19, Definition of Terms** for definitions of additional terms found in this document.

4. DESCRIPTION OF FAMILIES EXPECTED TO PARTICIPATE

A. Demographics

The PHA has 1,644 families (including portables) receiving housing assistance, and 1,000 families awaiting rental assistance on the PHA waitlist as of August 30, 2017. The following demographics describe characteristics of the families receiving housing assistance and the current FSS participants in the PHA’s FSS program as of August 30, 2017. It is expected that future FSS families will continue to mirror the current demographics.

<i>Race/Ethnicity</i>	<i>Recipients</i>	<i>FSS Participants</i>
Hispanic	22%	35%
White/Non Hispanic	61%	50%
Black	7%	9%
Amer. Indian	2%	3%
Asian	8%	0%

B. Number of Families Expected to Participate

In 1993, HUD awarded the PHA one increment of twenty-five (25) units for use in the FSS program. The PHA had in the past contracted out the administration of the FSS program to other agencies, such as Grace Source, Inc. and the Yuba County Housing Authority. Effective February 1, 2002 the PHA brought back the administration of the FSS program. In 2015 the PHA absorbed Yuba County Housing Authority's entire program including their FSS participants. The PHA intends to continue enrollment and maintain as many families in the FSS program that two (2) FSS Coordinators can serve successfully or as required by current HUD guidelines.

5. IMPLEMENTATION SCHEDULE

The PHA implemented the FSS program in 1993 as required by HUD regulations. The PHA will implement any additional subsidies awarded in the future in accordance with HUD regulations.

6. PROGRAM COORDINATING COMMITTEE

The PHA established a Program Coordinating Committee (PCC) in 1993 to assist the FSS program in securing commitments of public and private resources for the operation of the FSS program. The PHA will continue to maintain the PCC in accordance with HUD regulations.

A. Membership

The PCC membership must include a representative from the PHA and a participant from the FSS program. Additional members will be recruited from the local welfare agency, social service agencies, educational institutions, JOBS/WIA programs, and other public and private organizations that can be of assistance to FSS participants.

B. Responsibilities

1) Role of the PCC

- a) The PCC will act as an advisory body to the FSS program; and
- b) The PCC will enable the FSS program to access community resources and obtain commitments for services from social service providers; and
- c) The PCC will expedite and coordinate agreements between the PHA and potential service providers; and
- d) The PCC will provide a forum to promote collaboration and to eliminate duplication of services between agencies that serve the needs of low-income persons.
- e) The PCC will meet at least two (2) times annually.

7. OUTREACH EFFORTS

The PHA will recruit potential FSS participants through a variety of modes to ensure that all eligible families are aware of the opportunities available through the FSS program. Recruitment activities will include, but are not limited to: mailing informational brochures to all HCV participants at each annual recertification; including FSS information in PHA publications; informing all incoming applicants at their HCV briefing; posting FSS information on bulletin boards; providing informational brochures at the PHA office and other social service agencies; and providing information regarding the FSS program to case workers from other social service agencies.

If these measures do not result in sufficient enrollment in the FSS program according to HUD requirements, the PHA will implement additional outreach activities to recruit eligible HCV participants.

8. FAMILY SELECTION PROCEDURES

Families selected for participation in the FSS program will be current participants of the PHA's HCV or Public Housing programs.

A. FSS Preferences

The PHA gives a FSS selection preference to incoming portable families with active FSS Contracts of Participation in accordance with **Section 16A** of this Plan.

B. FSS Application Process

1) FSS Briefing

The PHA will invite eligible HCV recipients to attend a FSS briefing that will explain the benefits and requirements of the FSS program. Prospective FSS participants will be given an application for the FSS program, in addition to informational materials describing the program.

2) Applications

Submittal of a completed application form constitutes notification to the PHA of the applicant's interest in the FSS program.

C. FSS Eligibility

1) The PHA will consider a family eligible for the FSS program when the following conditions are met:

- a) The family has attended a briefing on the FSS program; and
- b) The family has submitted a completed FSS application; and
- c) The family does not owe money to the PHA or any other Housing Authority; and
- d) A PHA review of the family's HCV file reveals the family is in compliance with its family obligations as defined by HUD regulations or the PHA's Administrative Plan, including Housing Quality Standards (HQS) requirements.

2) Incoming Portability Families with Current FSS Contracts of Participation:

FSS participants from other PHA jurisdictions who exercise portability into the jurisdiction of the Regional Housing Authority will be admitted into the FSS program in accordance with the portability guidelines in **Section 16A** of this plan.

D. Denial of Participation in FSS

The PHA, at its discretion, may deny participation in the FSS program to a family that previously participated and was terminated from FSS because it did not meet its FSS obligations according to its Contract of Participation.

Families denied participation in the FSS program may request an Informal Hearing to determine whether the decision was made in accordance with HUD regulations and the guidelines in this plan. The request for an Informal Hearing must be made in writing within ten (10) business days of the date of notification of the decision to deny participation.

E. Certification of Nondiscrimination

The PHA shall not deny any family or individual the equal opportunity to apply for or participate in the FSS program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation in full compliance with applicable Civil Rights laws.

The Regional Housing Authority will not discriminate against otherwise qualified persons because of their disabilities and will make reasonable accommodations to the person's disability to allow participation in the FSS program. The PHA may decide that an accommodation is not reasonable if it causes undue financial and/or administrative burdens.

9. ACTIVITIES AND SUPPORT SERVICES

A. Certification of Coordination

The PCC meets at least semi-annually to review the progress of the FSS programs, to facilitate coordination of services, to share program information, and to exchange outreach and program implementation strategies.

The PHA will initiate MOUs with other local organizations as warranted to facilitate the goals and objectives of the FSS program, and to promote successful strategies for participants in the FSS program.

B. Monitoring of Service Quality

The PHA will monitor the quality of service provided to FSS families by social service, educational, job training and other agencies. The monitoring will consist of two elements.

1) FSS Participant Referral for Services

The PHA will provide FSS participants with referral forms. The referral form will be completed by the agency providing the service to ensure the participant did meet with the agency, and the participant did follow through with any scheduled appointments or classes.

2) Service Provider Review

The PHA will require all FSS participants who were referred to another agency for services to complete a verbal or written review of the quality of service provided.

10. INCENTIVES TO ENCOURAGE PARTICIPATION

A. Escrow Accounts

The PHA will establish and deposit funds to FSS escrow accounts for FSS participants according to HUD guidelines. Escrow funds will be disbursed to FSS participants under the conditions described in **Section 14** of this document.

B. Individual Training and Services Plan

The PHA will assist each FSS family to develop an Individual Training and Services Plan (ITSP) to help the participant determine the actions necessary to become self-sufficient. The ITSP will be a component of the participant's Contract of Participation. All FSS ITSPs will include an interim goal that all family members will be free from welfare assistance for a period of at least one year prior to the expiration of the FSS Contract of Participation.

C. Training, Education, and Workshops

Through the PCC and other forums, the PHA will link FSS participants with job training, educational, and social service agencies to provide the supportive services necessary to develop self-sufficiency. In addition, FSS families will be provided with information on local

homeownership opportunities and workshops essential to money management and economic self-sufficiency.

11. CONTRACT OF PARTICIPATION

All applicants selected for participation in the FSS program will be required to sign a five-year Contract of Participation. The PHA will use a contract format approved by HUD. The contract will include an Individual Training and Services Plan (ITSP) as defined in **Section 11B** of this plan. The contract will include the family's annual income, earned income, and the family rent in effect as of the effective date of the contract.

A. Family Responsibilities

Family responsibilities under the Contract of Participation include, but are not limited to, the following requirements:

1) Head of Household Must

- a) Seek and maintain suitable employment throughout the term of the contract; and
- b) Complete activities in the ITSP within the specified dates; and
- c) Provide the PHA with information about the family's participation in the FSS program upon request, including information regarding employment, job interviews, training, educational attendance, and other FSS services and activities.

2) All Family Members Must

- d) Comply with the terms of the HCV program and the lease; and
- e) Comply with the family obligations under the HCV program; and
- f) Live in the jurisdiction of the FSS program at least twelve (12) consecutive months from the effective date of the contract, unless waived by the PHA.

B. Requirements for Successful Completion of the Contract of Participation

The contract will be successfully completed when the PHA determines that the family has fulfilled everyone of its responsibilities under the contract; *or*, thirty percent (30%) of the family's monthly adjusted income equals or exceeds the Fair Market Rent (FMR) in effect at the time for the unit size for which the family qualifies under the PHA's Subsidy Standards.

C. Contract Extensions

A participant in the FSS program may request an extension of the contract if the family is unable to complete its goals within the five-year period due to circumstances beyond the family's control. Examples of such a circumstance would be a serious illness or involuntary loss of employment for the head of household. Requests for a contract extension must be made in writing by the head of household. The PHA staff person responsible for the administration of the

FSS program and at least one (1) other member of the PHA management staff will review extension requests. The PHA will grant no more than two (2) extensions of one (1) year each. Extensions are granted at the discretion of the PHA.

Families denied contract extensions may request an Informal Hearing to determine whether the decision was made in accordance with HUD regulations and the guidelines in this plan. The request for an Informal Hearing must be made in writing within ten (10) business days of the date of notification of the decision to deny the extension.

D. Procedures for Graduation

1) FSS Family Responsibilities.

To successfully graduate from the program, the family must:

- a) Submit a request for consideration for graduation in writing to the PHA; and
- b) Demonstrate that all interim and final goals in the Contract of Participation were completed on or before the expiration date of the contract; and
- c) Submit verification that all household members are independent of welfare assistance and have been for 12 consecutive months prior to the expiration of the FSS Contract (not counting transitional assistance); and
- d) Submit verification that the head of household is suitably employed.

2) PHA Responsibilities

- a) The PHA staff person responsible for the administration of the FSS program and at least one (1) other member of the PHA management staff will review the request for consideration for graduation.
- b) The PHA will respond in writing to a request for consideration for graduation within ten (10) calendar days of the receipt of the request and all required verifications.
- c) The PHA will disburse any accumulated escrow funds to the family upon determination of successful graduation under the guidelines in **Section 14** of this document.

E. Denial of Graduation Request

If the PHA determines that a participant did not successfully graduate from the FSS program, the participant may request an Informal Hearing to determine whether the decision to deny graduation was made in accordance with HUD regulations and the guidelines in this plan. A request for an Informal Hearing must be made in writing within ten (10) business days of the date of the PHA's notification of the decision to deny graduation from the FSS program.

If the PHA determines the family did not successfully graduate from the FSS program, the family will forfeit the funds in its FSS escrow account. The PHA will use forfeited escrow funds in accordance with **Section 13C** of this plan.

12. MAINTENANCE OF ESCROW ACCOUNTS

The PHA maintains FSS escrow accounts for FSS participants whose portion of the rent increases due to an increase in their earned income. The escrow funds will be deposited in an interest-bearing, HUD-approved investment. Escrow credits will be deposited to the FSS account in accordance with HUD regulations.

A. Calculation of Escrow

FSS escrow credits will be calculated monthly and in accordance with HUD regulations. Interest on the FSS escrow account balances will be allocated monthly.

B. Escrow Reports to Families

Escrow account reports will be sent to each FSS family quarterly. The report will include the escrow balance at the beginning of the reporting period, the amount of the family's escrow credits for the period, any deductions made from the account for the period, the amount of interest earned for the period, and the total balance in the account at the end of the reporting period.

C. Forfeiture of Escrow Funds

A participating family has no right to any funds from its FSS escrow account if the family's Contract of Participation is terminated, declared null and void, or the PHA determines the family did not successfully graduate from the FSS program. The PHA will close the family's escrow account and will treat forfeited escrow funds as program receipts under the HCV program guidelines, or in accordance with HUD regulations at the time of the forfeiture.

13. ESCROW DISBURSEMENTS

A. Interim Disbursements

A family participating in the FSS program may request an interim disbursement of escrow funds. The PHA staff person responsible for the administration of the FSS program and at least one (1) other member of the PHA management staff will review interim disbursement requests.

The PHA will inform the family in writing within ten (10) business days of the approval or disapproval of the interim disbursement request.

Families denied an interim disbursement may request an Informal Hearing to determine whether the decision was made in accordance with HUD regulations and the guidelines in this plan. The request for an Informal Hearing must be made in writing within ten (10) business days of the date of notification of the decision to deny the interim disbursement.

1) Procedure

Interim disbursements will be made at the discretion of the PHA under the following conditions:

- a) The funds are needed to complete goals in the family's Contract of Participation (example: to pay for school costs or transportation to work); and
- b) The family can demonstrate completion of specific interim goals from its Contract of Participation; and
- c) Interim disbursements may be granted for no more than 50 percent of the family's escrow balance at the time of the request; and
- d) The PHA will not grant more than two (2) interim disbursements per FSS family; and
- e) Requests must be made in writing and include verification that the funds are required for the completion of a goal under the family's Contract of Participation; and
- f) Interim escrow disbursements will be paid in the form of a check made payable directly to the agency, business, or individual providing the required items or services.

B. Final Disbursements

The participating family will receive a disbursement of its escrow funds upon successful completion of the Contract of Participation. The PHA staff person responsible for the administration of the FSS program and at least one (1) other member of the PHA management staff will review final disbursement requests. The family may use its final disbursement escrow funds for any purpose. However, the FSS Coordinator may require the family to develop a plan for the use of the funds as a component of the ITSP.

1) Procedure

Upon determination of successful graduation from the FSS program, the family will receive a disbursement of the funds accumulated in its escrow account under the following conditions:

- a) Any money owed to the PHA will be withheld from the total escrow amount before disbursement; and
- b) The family must certify that it no longer receives any Federal, State, or other public assistance and that it has not received any welfare assistance for 12 consecutive months prior to the expiration of the FSS Contract. This prohibition does not include HCV or transitional assistance; and
- c) The head of household must provide verification of suitable employment.

14. TERMINATION OR WITHHOLDING OF SERVICES

The FSS Contract of Participation will be terminated if the FSS family's HCV participation is terminated.

The PHA may withhold supportive services to FSS families who do not comply with the family responsibilities in the FSS Contract of Participation.

A. Termination of the Contract of Participation

1) The PHA may terminate the family's Contract of Participation if:

- a) The family and the PHA agree to terminate the contract; or
- b) The PHA determines the family has not fulfilled its responsibilities under the FSS program; or
- c) The family withdraws from the FSS program; or
- d) An act occurs that is inconsistent with the purpose of the FSS program (such as noncompliance with the lease, noncompliance with the HCV program family obligations, fraud, or a violent or drug related criminal act); or
- e) The PHA is permitted in accordance with HUD requirements; or
- f) The PHA attempts to contact the family in writing or by phone, and the family does not respond to the contact; or
- g) The family does not complete the contract prior to the expiration date; or
- h) The family exercises portability to a jurisdiction that does not have a FSS program or the family is not accepted into the new jurisdiction's FSS program.

B. Termination Procedures

The PHA staff person responsible for the administration of the FSS program and at least one (1) other member of the PHA management staff will make the decision to terminate a family from the FSS program.

The PHA will notify the family of the termination of its FSS Contract of Participation by mail. The family may request an Informal Hearing to determine whether the decision to terminate FSS participation was made in accordance with HUD regulations and the guidelines in this plan. A request for an Informal Hearing must be made in writing within ten (10) business days of the date of notification of the decision to terminate participation.

15. PORTABILITY

A. Incoming Portables

The PHA is not obligated to accept incoming portable FSS participants into the FSS program. Acceptance of incoming portable clients into the PHA FSS program is entirely at the discretion of the PHA.

It is the responsibility of all FSS families exercising portability into the jurisdiction of the PHA to notify the PHA of their status in the FSS program. If the PHA accepts the family into the FSS program, the PHA will execute a new FSS Contract of Participation.

1) Procedures

- a) The PHA will contact the initial Housing Authority to request a copy of the family's Contract of Participation and to request transfer of any escrow funds if the family's voucher is absorbed.
- b) Incoming portable families must complete a PHA FSS application and any assessments or assignments necessary to complete an ITSP, prior to signing a FSS Contract of Participation.
- c) Incoming portable FSS families will not begin to receive escrow credits from the PHA until the effective date of the FSS Contract of Participation executed by the PHA.
- d) Incoming portable families whose vouchers are not absorbed may continue in the FSS program of the initial PHA, if the initial PHA is willing to maintain the Contract of Participation and the FSS escrow account. If the voucher is absorbed at a later date, the family must execute a new FSS Contract of Participation with the receiving PHA or be terminated from the FSS program.

B. Denial of Acceptance of an Incoming Portable

The PHA will notify the incoming portable family of the denial of acceptance by mail. An incoming portable family with a current FSS Contract of Participation from its initial PHA that is denied acceptance into the FSS program of the Regional Housing Authority may request an Informal Hearing to determine whether the decision to deny acceptance was made in accordance with HUD regulations and the guidelines in this plan. A request for an Informal Hearing must be made in writing within ten (10) business days of the date of notification of the decision to deny acceptance.

C. Outgoing Portables

It is the responsibility of the FSS family to inform the receiving Housing Authority of its FSS status and to contact the FSS Coordinator at the receiving Housing Authority.

1) Procedures

- a) The PHA will make a good faith effort to locate and contact, a FSS family that exercises portability to another jurisdiction. If the family does not respond within thirty (30) days, the PHA may terminate the family's FSS contract in accordance with **Section 15** of this plan. If the contract is terminated, the family's escrow will be forfeited.
- b) The PHA will notify the receiving Housing Authority that the family has an active FSS Contract of Participation and an escrow account, if applicable.
- c) If the family's voucher **is absorbed** by the receiving housing authority and the family is accepted into the receiving housing authority's FSS program, the contract and escrow account funds will be transferred to the receiving housing authority.
- d) If the family's voucher **is not absorbed** by the receiving housing authority, **and** if the family can demonstrate that it can fulfill its responsibilities under the FSS contract in the new location the PHA may allow the family to continue in the PHA's FSS program. In this case, the family

must relocate to a jurisdiction within fifty miles of the PHA to ensure the PHA can adequately oversee the family's participation in the program.

e) At its discretion, the PHA may terminate the family's Contract of Participation in accordance with **Section 15** of this plan if the family exercises portability to a jurisdiction that does not have a FSS program or if the family is not accepted into the new jurisdiction's FSS program.

16. COMPLIANCE WITH PIC FILING REQUIREMENT

The PHA will submit PIC filing in accordance with Section Eight Management Assessment Program (SEMAP) requirements.

17. MEASUREMENT OF OUTCOMES

The PHA maintains a database on FSS program participants. This information is submitted to HUD in the required PIC 50058 format. In accordance with SEMAP requirements, the PHA will calculate the percentage of mandatory FSS slots filled and the percentage of FSS participants with escrow balances at least biannually.

18. FAMILY'S RIGHT TO CONTINUED HOUSING CHOICE VOUCHER ASSISTANCE

Participation in the FSS program is voluntary and is not required to receive HCV assistance. A family's election not to participate in the FSS program will not affect the family's admission to, or continued participation in, the HCV program. Such decision will not affect the family's right to occupancy in accordance with its lease.

19. DEFINITION OF TERMS

The following are definitions of terminology used throughout this document.

A. Acronyms

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations. Commonly referred to as "the regulations."
HQS	Housing Quality Standards
HCV	Housing Choice Voucher (Section 8)
HUD	Department of Housing and Urban Development
ITSP	Individual Training and Services Plan
PHA	Public Housing Agency. The Consolidated Area Housing Authority of Sutter County is referred to as the PHA throughout this document.
SEMAP	Section Eight Management Assessment Program

B. Terms

Absorption. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA's consolidated ACC.

Administrative Plan. The HUD required written policy of the PHA governing its administration of the HCV program.

Applicant (or applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

Annual Contributions Contract (ACC). A written contract between HUD and a PHA. Under the contract, HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

Contract of Participation. HUD form 52650. A five-year contract between the Head of Household and the PHA. The Contract of Participation must include an Individual Training and Services Plan (ITSP). The effective date of the Contract of Participation is the first day of the month following execution of the contract by the Head of Household and the PHA.

Family Self Sufficiency Program (FSS). The program established by the PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

Head of Household. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the HCV application as head.

Housing Quality Standards (HQS). The HUD minimum quality standards for housing assistance under the tenant-based programs.

HUD Requirements. HUD requirements for the HCV and FSS programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

Incoming Portable. A family that has left the jurisdiction of its initial PHA and has leased a unit in the jurisdiction of the Regional Housing Authority.

Initial PHA. In portability, the term refers to both:

A PHA that originally selected a family that decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Outgoing Portable. A family initially leased up in the jurisdiction of the Regional Housing Authority that moves to a new (receiving) PHA's jurisdiction.

Participant. A family that has been admitted to the PHA's FSS program. The family becomes a participant on the effective date of the Contract of Participation.

Portability. Renting a dwelling unit with Housing Choice Voucher tenant-based assistance outside the jurisdiction of the initial family's PHA.

Program Receipts. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the HCV program.

Public Assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State, or local governments.

Public Housing Agency (PHA). Any state, county, municipality, or other governmental entity or public body, which is authorized to administer the HCV program (or an agency or instrumentality of such an entity). The Regional Housing Authority is referred to as the PHA throughout this document.

Receiving PHA. In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Section Eight Management Assessment Program (SEMAP). A set of criteria established by HUD for rating of housing authority performance. Housing authorities are given points for performance under a number of indicators.

Tenant Rent. The amount payable monthly by the family as rent to the unit owner.

Utility Allowance. When the cost of utilities (except phone) is not included in the Contract Rent but is the responsibility of the tenant, the PHA estimates the cost of a reasonable consumption of utilities for an assisted unit. The utility allowance is only applicable to the portion of utilities paid by the tenant.

Welfare Assistance. Income assistance from Federal or State welfare programs, including assistance provided under TANF (formerly AFDC) and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, childcare or other services for working families.