

NOTICE OF CHANGE
10/29/12

The citation of authority for and list of sections implemented by §2-4, Rules and Regulations of the Section 8 Housing Assistance programs, City and County of Honolulu, are changed to read as follows:

(Auth: RCH §§4-105.4, 6-302, ROH §1-9.1) (Imp: RCH §6-302, ROH §6-23.3, 24 C.F.R. §§984.201, 984.202)

NOTICE OF CHANGE
10/29/12

The citation of authority for and list of sections implemented by §2-9, Rules and Regulations of the Section 8 Housing Assistance programs, City and County of Honolulu, are changed to read as follows:

(Auth: RCH §§4-105.4, 6-302, ROH §1-9.1) (Imp: RCH §6-302, ROH §6-23.3, 24 C.F.R. §984.303)

NOTICE OF CHANGE
10/29/12

The citation of authority for and list of sections implemented by §2-10, Rules and Regulations of the Section 8 Housing Assistance programs, City and County of Honolulu, are changed to read as follows:

(Auth: RCH §§4-105.4, 6-302, ROH §1-9.1) (Imp: RCH §6-302, ROH §6-23.3, 24 C.F.R. §984.305)

DEPARTMENT OF COMMUNITY SERVICES
CITY AND COUNTY OF HONOLULU

Amendments to Chapter 2
Rules and Regulations of the
Section 8 Housing Assistance Programs
City and County of Honolulu

October 29, 2012

SUMMARY

1. §§2-3, 2-4, 2-9 and 2-10 are amended.

RULES AND REGULATIONS OF THE
SECTION 8 HOUSING ASSISTANCE PROGRAMS
CITY AND COUNTY OF HONOLULU

Chapter 2

RULES OF PRACTICE AND PROCEDURES OF THE SECTION 8
FAMILY SELF-SUFFICIENCY PROGRAM

§2-1	<u>GENERAL APPLICABILITY.</u>	. . . . .	.1
§2-2	<u>PURPOSE AND OBJECTIVE.</u>	. . . . .	.1
	(a) Purpose.	. . . . .	.1
	(b) Objective.	. . . . .	.1
§2-3	<u>DEFINITIONS.</u>	. . . . .	.1
§2-4	<u>ADMINISTRATION OF THE FAMILY SELF-SUFFICIENCY</u>		
	(FSS) PROGRAM	. . . . .	.5
	(1) Program Coordinating Committee	. . . . .	.5
	(2) Action Plan.	. . . . .	.6
§2-5	<u>NOTICE OF AVAILABILITY/INVITATION TO PARTICIPATE</u>	. . . . .	.6
§2-6	<u>FAMILY SELECTION PROCEDURES.</u>	. . . . .	.6
§2-7	<u>SELECTION PREFERENCE</u>	. . . . .	.7
§2-8	<u>DENIAL OF PARTICIPATION.</u>	. . . . .	.7
§2-9	<u>CONTRACT OF PARTICIPATION.</u>	. . . . .	.8
	(1) Form and Content of the Contract	. . . . .	.8
	(2) Interim Goals.	. . . . .	.8
	(3) Compliance With Lease Terms.	. . . . .	.9
	(4) Monies Owed to the Agency or the Section 8 Owner.	. . . . .	.9
	(5) Requirement to Seek and Maintain Employment.	. . . . .	.9
	(6) Consequences of Noncompliance with the Contract of Participation	. . . . .	.9
	(7) Contract Term.	. . . . .	10
	(8) Contract Extension	. . . . .	10
	(9) Unavailability of Supportive Services.	. . . . .	10
	(10) Modification of the Contract	. . . . .	11
	(11) Completion of the Contract	. . . . .	11
	(12) Termination of the Contract.	. . . . .	12
§2-10	<u>FSS ESCROW ACCOUNT</u>	. . . . .	12
	(1) Withdrawal of Funds from FSS Escrow Account.	. . . . .	13
	(2) Forfeiture of FSS Escrow Account	. . . . .	14
§2-11	<u>INFORMAL SETTLEMENT OF DISPUTES.</u>	. . . . .	14
§2-12	<u>HEARING ON A DISPUTE</u>	. . . . .	15
	(a) Request for a Hearing.	. . . . .	15
	(b) Form and Content of Written Request.	. . . . .	15
	(c) Person Conducting Hearing.	. . . . .	15

	(d) Notice and Conduct of Hearing/Judicial Review.	15
\$2-13	<u>EQUAL OPPORTUNITY REQUIREMENT</u>	16
\$2-14	<u>SEVERABILITY</u>	16

Chapter 2

RULES OF PRACTICE AND PROCEDURES OF THE SECTION 8
FAMILY SELF-SUFFICIENCY PROGRAM

§2-1 GENERAL APPLICABILITY. These rules and regulations are adopted under the Hawai'i Administrative Procedures Act, Chapter 91, Hawai'i Revised Statutes, pursuant to Ordinance of the City and County of Honolulu, and are intended to set forth the essential elements to implement the City and County of Honolulu Section 8 Family Self-Sufficiency (FSS) Program, as established under Section 23 of the 1937 Act (42 U.S.C. 1437u) and Title 24 of the Code of Federal Regulations, Parts 5, 887, 982 and 984, and any revisions or amendments thereto. [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-2 PURPOSE AND OBJECTIVE.

(a) Purpose: The primary purpose and goal of the Family Self-Sufficiency (FSS) Program is to enable families, receiving Section 8 assistance, to achieve self-sufficiency and economic independence from government subsidies.

(b) Objective: The objective of the FSS Program is to reduce the dependency of housing families on welfare assistance, to transition low income families to productive employment and to maintain a status of economic independence from government subsidies. Through FSS, families are linked to resource providers that will enhance their employability skills through education, workshops, vocational training, and referrals for promotions and/or for jobs that pay a "realistic living wage" that enables families to achieve "true self-sufficiency." [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-3 DEFINITIONS:

"Action Plan" means a plan that sets forth the policies and procedures of the Agency's FSS Program, which is jointly developed by the Agency and HPHA in consultation with the PCC and approved by HUD.

"Adjusted Income" means Annual Income, less allowable HUD deductions.

"Adult" means a person who is eighteen years or older or an emancipated minor.

"Agency" means the Department of Community Services, City and County of Honolulu.

"Annual Income" means the anticipated total income of an eligible family from all sources for the twelve-month period following the date of determination of income, computed in accordance with HUD regulations.

"Contract of Participation" or "Contract" means a contract in a form approved by HUD, entered into between an Eligible Family selected for participation in the FSS Program and the Agency that sets forth the terms and conditions governing participation in the FSS Program and the requirements that must be fulfilled by the FSS Head of Household throughout the Contract Term and any extension thereof.

"Contract Term" means the period of five years, commencing on the Effective Date of the Contract and ending on the last day of the fifth year thereafter. The Contract Term shall also include the Contract Extension, as described in Section 2-9(g), if any.

"Earned Income" means income or earnings included in the Annual Income from wages, tips, salaries, other employee compensation, and self-employment. Earned Income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS Escrow Account established by the Agency on behalf of a Participating Family.

"Effective Date of Contract of Participation" means the first day of the month after the Contract of Participation is signed by the selected Eligible Family and the Agency.

"Eligible Families" means current Section 8 Tenant Based Rental Assistance Program participants of the Agency.

"Enrollment" means the date that the selected Eligible Family entered into the Contract of Participation with the Agency.

"Family Self-Sufficiency Program" or "FSS Program" means the program established by the Agency to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by Section 23 of the United States Housing Act of 1937 (42 U.S.C. 1437u).

"FSS Escrow Account" means the escrow account authorized by Section 23 of the United States Housing Act of 1937, and as provided by 24 CFR Part 984.305.

"FSS Credit" means the amount credited by the Agency to the participating family's FSS Escrow Account.

"FSS Family" or "Participating Family" means a family that receives assistance under the Section 8 Tenant Based Rental Assistance Program, and elects to participate in the FSS Program, and whose designated FSS Head of Household has signed the Contract of Participation.

"FSS Head of Household" or "FSS Head" means the Section 8 Head of Household or Co-Head of Household (both as defined in Chapter 8-10) that assumes legal and financial responsibility for: a) the FSS household, b) purposes of determining income eligibility and rent, and c) contractual requirements to fulfill the FSS Contract of Participation.

"FSS Related Service Programs" means any program, publicly or privately sponsored, that offers Supportive Services.

"FSS Slots" means the total number of rental vouchers that comprise the size of program openings (identified as "slots") for the Agency's Section 8 FSS Program.

"HPHA" means the State of Hawaii, Hawaii Public Housing Authority.

"HUD" means the United States Department of Housing and Urban Development.

"Individual Training and Services Plan" or "ITSP" means a written plan that is prepared for the FSS Head of Household, and each adult member of the family who elects to participate in the FSS Program, by the Agency in consultation with the family member, and which sets forth:

- (1) The Supportive Services to be provided to the family member;
- (2) The activities to be completed by that family member; and
- (3) The agreed upon completion dates for the services and activities. Each Individual Training and Services Plan must be signed by the Agency and the participating family member, and is attached to, and incorporated as part of the Contract of Participation.

"Low Income Family" means a family whose Annual Income does not exceed eighty percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than eighty percent on the basis of its findings that such variations are necessary because of

the prevailing levels of construction costs or unusually high or low incomes.

"Monthly Adjusted Income" means one twelfth of the Adjusted Income.

"Participant" means an adult member of the FSS Family, including the FSS Head of Household, who signs an ITSP.

"Program Coordinating Committee" or "PCC" means an advisory board to the FSS Program. The Agency's FSS Program and the State of Hawaii HPHA's FSS Program have collaborated to establish a joint PCC.

"Public Housing Agency" or "PHA" means any state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low-income families.

"Self-Sufficiency" means a state when a FSS Family is no longer receiving Section 8 assistance, or any Federal, State, or local rent or home ownership subsidies or Welfare Assistance. Achievement of Self-Sufficiency, although an FSS objective, is not a condition for receipt of the FSS Escrow Account funds.

"Supportive Services" means those appropriate services that the Agency will attempt to make available, or cause to be made available to an FSS Family under a Contract of Participation, and may include: child care, transportation, education, employment, personal welfare, household skills and management, counseling, money management and other services that the Agency may determine to be appropriate in assisting FSS Families to achieve economic independence and Self-Sufficiency.

"Very Low Income Family" means a family whose Annual Income does not exceed fifty percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

"Welfare Assistance" (for FSS purposes only) means assistance from federal or state welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. [Eff 10/20/03; am
NOV 23 2012] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-4 Administration of the Family Self-Sufficiency (FSS) Program. (a) The policies and procedures contained herein are applicable to the administration of the Family Self-Sufficiency (FSS) Program by the Department of Community Services, City and County of Honolulu.

(1) Program Coordinating Committee (PCC). The PCC serves as the advisory board for both the Agency's and HPHA's FSS Programs. The PCC functions primarily to assist in securing commitments of private and public resources for the operation of the program, in the development of the Action Plan, and in implementing the FSS Program.

The PCC is comprised of representatives of the community, who are the key to tapping into community resources, and currently active program participants. The PCC consists of representatives of the Agency and HPHA, of residents assisted under the Section 8 Tenant Based Rental Assistance Program, and of residents of public housing. The PCC also includes representatives of the unit of local government served by the Agency and HPHA, local agencies responsible for carrying out employment and job training programs and other related self-sufficiency programs, and other organizations, such as other state, local or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit services providers, private business, and any other public and private service providers with resources to assist the FSS program.

(2) The Agency and HPHA collaborated to develop a joint Action Plan in consultation with the PCC and approved by HUD. The Plan describes the policies and procedures of their respective FSS programs, as set forth in 24 CFR Part 984.201. [Eff

NOV 23 2012] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-5 NOTICE OF AVAILABILITY/INVITATION TO PARTICIPATE.

(a) All Eligible Families will be notified by mail. The notification shall include a summarized description of the FSS Program, its purpose, benefits and eligibility requirements. Additionally, FSS case managers and Section 8 staff will actively recruit and inform clients of the availability of the FSS Program.

(b) Accommodations will be made to assist those with special needs, as requested.

(c) FSS Program information (posters and flyers) will be conspicuously posted at the Agency's Section 8 offices. Section 8 staff will provide information to new Eligible Families and to other Eligible Families who are interested in the FSS Program with a brief summation about FSS, provide a copy of the flyer and refer the family to the FSS Program coordinator . [Eff OCT 20 2003]
(Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-6 FAMILY SELECTION PROCEDURES.

(a) All families participating in the Agency's Section 8 Tenant Based Rental Assistance Program shall be eligible to participate in the FSS Program.

(b) To ensure that families will be selected without regard to race, color, religion, sex, handicapped, disabled or special needs condition, familial status, national origin or sexual orientation, the selection for FSS will consist of the following motivating factors:

- (1) The family's response to an "Interest (flyer) Form".
- (2) The family's attendance to a program informational meeting.
- (3) The family's completion of the FSS application within the Agency's deadlines.
- (4) Accommodations will be made to assist those with special needs, as requested. [Eff OCT 20 2003]
(Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-7 SELECTION PREFERENCE.

(a) All FSS applications will be stamped by the date and time that the Agency receives their completed FSS application.

(b) The Agency will give preference of 50% of FSS Slots to families who have one or more family members currently enrolled in or on the wait list of any FSS

related self-sufficiency programs outlined in the Action Plan.

(c) Families that are participating in an FSS Program from another Housing Authority (HA) who move into the Agency's jurisdiction will be allowed to participate if available slots exist.

(d) During the initial recruitment, if there are more families than available slots, a lottery will be conducted to determine the participant's placement on the FSS waiting list.

(e) Subsequent FSS applications will be placed on the FSS waiting list by date and time of receipt of the application.

(f) If unavailable services were determined to be integral to the FSS Family's advancement toward Self-Sufficiency and the Agency declared the Contract null and void, the family will be allowed re-entry in FSS when resources are available and offered the next FSS Slot. [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-8 DENIAL OF PARTICIPATION.

(a) Any family who has an outstanding balance or debt owed to the Agency or any other PHA for its Section 8 Tenant Based Rental Assistance Program shall be denied participation in the FSS Program until the debt is repaid in full.

(b) Any family who was previously terminated from any FSS Program shall be denied participation for one (1) year from the date of termination, which is also stated in the Action Plan.

(c) Any family not able to currently participate in the program due to the family's status of "non-readiness" shall be denied participation in the FSS Program. Non-readiness consists of incarceration of applicant or interested family member being incarcerated, substance abuse, childcare, wait list for entry in other programs or "key" services not being available. Key services are described as services that are integral to the family's ability to achieve Self-Sufficiency. [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-9 Contract of Participation.

(a) Each family that is selected to participate in the FSS Program must enter into a Contract of Participation with the Agency within one hundred twenty days of the household's most recent annual or interim reexamination. If more than one hundred twenty days have passed since the last reexamination, a new reexamination must be completed. The Contract must be signed by the FSS Head of Household.

(b) Form and Content of the Contract. The Contract of Participation, which incorporates the Individual Training and Services Plan(s) or ITSP(s), shall be in the form prescribed by HUD, and shall set forth the principal terms and conditions governing participation in the FSS Program, including the rights and responsibilities of the FSS Family and the Agency, the services to be provided to, goals, and the activities to be completed by the FSS Head of Household and each adult member of the family who elects to participate in the FSS Program.

(c) Interim Goals. The ITSP, incorporated in the Contract of Participation, shall establish specific interim and final goals by which the Agency and the family may measure the family's progress toward fulfilling its obligations under the Contract and becoming self-sufficient. For each Participating Family that is a recipient of Welfare Assistance, the Agency must establish as an interim goal that the family become independent from Welfare Assistance and remain independent from Welfare Assistance at least one year [(twelve months)] before the expiration of the Contract Term, including any extension thereof.

(d) Compliance with Section 8 Requirements. The Contract of Participation shall provide that one of the obligations of the FSS Family is to comply with the terms of the family's Section 8 lease.

The Contract of Participation shall provide that if the FSS Family has not paid their family contribution towards rent or other amounts, if any, due under the Section 8 assisted lease, or owes monies to the Agency, the amounts owed shall be deducted from the family's FSS Escrow Account before any disbursements are made from the account.

(e) Requirement to Seek and Maintain Employment. The FSS Head of Household is required to seek and maintain suitable employment through the Contract Term and any extension thereof. The FSS Head must apply for employment,

attend job interviews, and otherwise follow through on employment opportunities to meet survival means while pursuing his/her long-term goal to complete the Contract. The FSS Head may work part-time and go to school part-time through the FSS Program duration and any extension thereof.

A determination of suitable employment shall be made by the Agency based on the skills, education, and job training of the person that has been designated as the FSS Head, and based on the available job opportunities within the jurisdiction served by the Agency.

In accordance with fulfilling all the Contract requirements, the FSS Head must be employed at completion of their FSS contract.

(f) Consequences of Noncompliance with the Contract of Participation. The Contract shall specify that the Participant who fails to comply, without good cause, with any term or condition of the Contract or any addendum to the Contract, or any provision of these rules which includes compliance with the Section 8 lease, the Agency may:

- (1) Withhold the Supportive Services; or
- (2) Terminate the family's participation in the FSS Program.

(g) Contract Term and Extension. The Contract shall provide that each FSS Family be required to fulfill those obligations to which the Participating Family has committed itself under the Contract of Participation no later than five years after the Effective Date of the Contract or any Contract Extension, as described below. The Agency shall, in writing, extend the term of the Contract for a period not to exceed two years for any FSS Family that requests, in writing, an extension of the Contract, provided that the Agency finds that good cause exists for granting the extension. The family's written request for an extension must include a description of the need for the extension. As used in this paragraph and in the Action Plan, "good cause" means circumstances beyond the control of the FSS Family, as determined by the Agency, such as a serious illness or involuntary loss of employment. Extension of the Contract will entitle the FSS Family to continue to have amounts credited to the Family's FSS Escrow Account in accordance with 24 CFR 984.304.

(h) Unavailability of Supportive Services. If a social service or resource providing agency fails to deliver the Supportive Services pledged under an FSS Family member's ITSP, the Agency shall make a good faith effort to

obtain these services from another agency. If the Agency is unable to obtain the services from another agency, the Agency shall reassess the family member's needs and determine whether other available services would achieve the same purpose. If other available services would not achieve the same purpose, the Agency shall determine whether the unavailable services are integral to the FSS Family's advancement or progress toward Self-Sufficiency. If the unavailable services are determined not to be integral to the FSS Family's advancement toward Self-Sufficiency, the agency shall revise the ITSP to delete those services, and modify the Contract to remove any obligation on the part of the FSS Family to accept the unavailable services. If the unavailable services are determined to be integral to the FSS Family's advancement toward Self-Sufficiency, the Agency shall declare the Contract of Participation null and void. The family will be allowed re-entry in FSS when resources are available and offered the next FSS slot.

(i) Modification of the Contract. The agency and the FSS Family may mutually agree to modify the Contract of Participation. The Contract may be modified in writing with respect to the ITSP, the Contract Term, and the designation of the FSS Head of Household. With the Agency's approval, the person designated as the FSS Head of Household may be changed if the FSS Head left during the Contract Term and the remaining FSS adult family members wish to continue participation. A new FSS Head will be designated and the Contract revised to delete the previous FSS Head and designate their replacement person as the new FSS Head. If the family completes the Contract, the new FSS Head will be eligible to apply to receive the FSS Escrow Account funds. The new Contract must retain the original Contract Term and the Individual Training and Service Plans of participating members.

(j) Completion of the Contract. The Contract of Participation is considered to be completed, and a family's participation in the FSS Program is considered concluded when one of the following occurs:

(1) The FSS Family has fulfilled all of its obligations under the Contract of Participation on or before the expiration of the Contract Term, including any extension thereof; or

(2) Thirty percent of the FSS Family's Monthly Adjusted Income equals or exceeds the applicable Section 8

Fair Market Rent for the size unit for which the family qualifies based on the family's assigned Voucher size.

The Contract of Participation will be considered completed and the family's participation in the FSS Program concluded on this basis even though the Contract Term, including any extension thereof, has not expired, and the family members who have ITSPs have not completed all the activities set forth in their plans.

(k) Termination of the Contract.

(1) The Contract of Participation is automatically terminated by the Agency if the family's Section 8 assistance is terminated.

(2) The Contract may be terminated before the expiration of the Contract Term, and any extension thereof, by:

(A) Mutual consent of the parties;

(B) The failure of the FSS Family to meet its obligations under the Contract without good cause, including the failure to comply with the contract requirements because the family has moved outside the Agency's jurisdiction;

(C) The family's withdrawal from the FSS Program;

(D) Such other act as is deemed inconsistent with the purpose of the FSS Program; or

(E) Operation of law. [Eff 10/20/03; am

NOV 23 2012] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-10 FSS Escrow Account. (a) The family's Annual Income, Earned Income, and family contribution towards rent in effect at the time of Contract execution will be recorded in the Contract of Participation. These amounts will be used to determine the amount credited to the family's Escrow Account because of future increases in Earned Income.

The Agency will establish an FSS Escrow Account for each Participating Family on a subsidiary ledger. A portion of the increase in the family's rent because of increases in Earned Income will be credited to the FSS Escrow Account in accordance with HUD requirements, including, but not limited to, 24 CFR 982.305.

Once an FSS Escrow Account has been established, the Family must report all decreases in Earned Income within ten days of the change, in accordance with the procedures set forth in Section 8-10-19(d).

The Agency is required to deposit all escrowed funds into a single depository account for the FSS Program so that the Internal Revenue Service (IRS) will not count the funds or interest on the funds in the FSS Escrow Account as income for purposes of income taxes, either before or when the family actually receives the escrow. The Agency will invest the FSS Escrow Account funds in HUD-approved investments.

The combined FSS Escrow Account funds for all FSS Families will be supported in the Agency's accounting records by a subsidiary ledger. This ledger will show the balance including interest applicable to each FSS Family.

The Agency will give the family a report on the amounts in the family's FSS Escrow Account including interest at least once a year.

If the family moves outside the Agency's jurisdiction under Section 8 portability procedures, the Agency shall transfer the balance of the family's FSS Escrow Account to another PHA if the receiving agency absorbs the family and agrees to accept the family into their FSS program. If the absorbing PHA has no FSS program, the family's FSS Escrow Account funds shall be retained by the Agency and returned to HAP reserves.

(b) Withdrawal of Funds from FSS Escrow Account. The Agency will pay the FSS Head of Household the amount in the family's FSS Escrow Account, including interest, less any amount owed to the Agency and the Section 8 owner when:

(1) The Agency determines that the FSS Family has completed this Contract, as described in Section 2-9(j), Completion of the Contract, and

(2) At the time of Contract completion, the FSS Head of Household provides written certification to the Agency that no member of the family is receiving financial (cash) Welfare Assistance.

In accordance with HUD requirements, the Agency may permit the family to withdraw a small percentage of funds (up to 25%) from the FSS Escrow Account before completion of the Contract for purposes consistent with the Contract of Participation. The Agency must first verify and approve that one or more Participants have completed a specific interim goal(s) as identified in any of the Participant's ITSP before any funds may be withdrawn. The interim goal may consist of graduation from high school, attainment of an Associate or Baccalaureate Degree or Vocational Certification. Disbursement of escrow funds may only be made for school or work related costs on a one-time only

basis for the entire FSS Family and throughout the Contract Term.

(c) Forfeiture of FSS Escrow Account. Amounts in the FSS Escrow Account shall be forfeited upon occurrence of the following:

(1) The Contract of Participation is terminated as provided in Sections 2-9(f), Consequences of Noncompliance with The Contract of Participation, 2-9(h), Unavailability of Supportive Services, and Section 2-9(k), Termination of the Contract; or

(2) The Contract of Participation is completed by the family, as provided in Section 2-9(j), Completion of the Contract, but the FSS Family is receiving financial (cash) Welfare Assistance within one year prior to the expiration of the Contract, including any extension thereof. [Eff 10/20/03; am NOV 23 2012] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-11 INFORMAL SETTLEMENT OF DISPUTES. If an FSS Family disputes an action taken by the Agency, and claims that such actions adversely affect the rights, duties, welfare or status of said family, such family may present a written complaint to the Agency so that the dispute may be discussed informally and settled without a hearing. The complaint must be filed in writing within fifteen (15) calendar days after the dispute arises or, if there is a written notification that gives rise to the dispute, within fifteen (15) calendar days from the date of the written notice. A summary of the discussion shall be prepared within fifteen (15) calendar days and one copy shall be given to the complainant. The summary shall specify the names of the participants, dates of meetings, the nature of the proposed disposition of the dispute and the specific reasons therefore, and shall specify the procedures by which a hearing under Section 2-12, Hearing On A Dispute, may be obtained if the complainant is not satisfied. [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-12 HEARING ON A DISPUTE.

(a) Request for a Hearing: If a complainant is not satisfied with the disposition of a dispute in the informal discussion, and would like to pursue the dispute further, the complainant must submit a written request for a hearing

to the Agency within fifteen (15) calendar days after receipt of the written summary of the informal discussion.

(b) Form and Content of Written Request: The written request shall contain each of the following:

- (A) Name, address and telephone number of the complainant;
- (B) A designation of the specific statutory provision, rule, or order in question, together with a statement of the dispute involved;
- (C) A statement of the complainant's position or contention;
- (D) A memorandum of points and authorities, containing a full discussion of reasons or legal authorities in support of such position or contention; and
- (E) The action or relief sought.

(c) Person Conducting Hearing: The Director of the Agency or his or her duly authorized representative shall conduct the hearing.

(d) Notice and Conduct of Hearing: Judicial Review: The notice and conduct of hearing and the request for judicial review shall be made pursuant to Chapter 91, Hawai'i Revised Statutes. [Eff OCT 20 2003]
(Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-13 EQUAL OPPORTUNITY REQUIREMENTS.

(a) Participation in this program requires compliance with:

- (1) The Fair Housing Act;
- (2) Title VI of the Civil Rights Act of 1964;
- (3) The Age Discrimination Act of 1975;
- (4) Executive Order 11063, Equal Opportunity in Housing, Executive Order 12259, and Executive Order 12892;
- (5) Section 504 of the Rehabilitation Act of 1973; and
- (6) Title II of the Americans with Disabilities Act. [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

§2-14 SEVERABILITY. If any rule, section, sentence, clause or phrase of the rules and regulations or their application to any person or circumstances or property is held to be unconstitutional or invalid, the remaining portions of these rules and regulations or the application

of these rules and regulations to other persons or circumstances or property shall not be affected. The Agency hereby declares that it would have adopted these rules and regulations, and each and every rule, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other rules, sections, sentences, clauses, or phrases is declared unconstitutional or invalid. [Eff OCT 20 2003] (Auth: HRS §91-5) (Auth: 1-9.1ROH)

