



DANE CORE 2.0
EMERGENCY RENTAL
ASSISTANCE PROGRAM
POLICIES & PROCEDURES
MANUAL



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Chapter 1: General Information

Introduction

This Program Policy & Procedures Manual was adapted from the Wisconsin Department of Administration's (DOA) Division of Energy, Housing, and Community Resources (DEHCR) manual, developed as a resource for the Wisconsin Emergency Rental Assistance (WERA) Program. It has been revised and supplemented under regulations of City of Madison and Dane County as Program Grantees of the Dane CORE 2.0 Emergency Rental Assistance Program. Contracted vendors/providers under the Dane CORE 2.0 Emergency Rental Assistance program are required to follow all policies and procedures in this guide. In the instance of conflict between this Guide and contract with Dane County or the City of Madison, the provisions in the contract shall take precedence.

Dane CORE 2.0 Emergency Rental Assistance Program Overview

Funds provided under this program shall be used to provide financial assistance to assist eligible renters to maintain housing stability. In addition, the program will assist eligible renters with arrearages on utilities and will provide services to renters, as allowed by law.

Eligible recipients for assistance include low- to moderate-income households or individual persons age 18 or older, or leaseholders below the age of 18, residing (*or previously residing*) in Dane County who meet the requirements as described in this manual.

Direct financial assistance may be provided for rent, rental arrears, utility and home energy costs, and utility and home energy arrears, and other costs related to housing incurred due directly or indirectly to COVID-19. Funds for rental arrears may be provided to cover a period of up to 18 months (up to 15 months under ERA1, 18 months under ERA2). Any financial assistance for future rental payment is also subject to the total months of funding allowable, and must not exceed 18 months in any circumstance. Months of assistance are calculated by the number of months for which any assistance is provided, regardless of the type or combination of assistance given in any individual month. Payments can be received for up to a maximum of 18 months for assistance categories in aggregate, only with combined ERA1 and ERA2 or solely ERA2 funding.

Agencies will refer resident applicant households to resources for other household needs such as food and transportation. Each agency shall develop their own referral lists most applicable to the needs of individual applicant households.

The program will expire at the exhaustion of funding or as detailed in individual vendor contracts at the discretion of Program Grantees. Vendors may at their own discretion and at their own expense continue to develop waiting lists for funding or make referrals for services to eligible recipients at the conclusion of the program.

Vendors shall use the Neighborly portal to take resident tenant and landlord applications for funding, upload and verify all required documentation, verify municipality of residence, determine eligibility, perform outreach to applicants for whom more information is required, and approve/release payments on behalf of or directly to applicants. Vendors are responsible for ensuring intake and review staff are fully trained in use of Neighborly platform to capture all required documentation of benefits for reporting guidance and audits. Neighborly provides video tutorials on how to use the platform in the User Guide section of the administrative portal, and it is expected that program leads will utilize this resource in training new staff in addition to individual agency trainings.

The administrative portal may be found at <https://portal.neighborlysoftware.com/DANECORE/administration#Dashboard>. It is expected that throughout the duration of the program, Provider staff will be added or removed from Neighborly. This

will happen with notice given from providers to City of Madison and County of Dane ERA staff. All users with accounts in the Neighborly platform must sign an agreement that details at a minimum confidentiality and conflict of interest provisions that are satisfactory to Grantees. As providers transition in staffing, notification must be given to City of Madison ERA staff so that any staff no longer under employment or association with partner agencies can be blocked from system access. Removing users is critical to protecting the integrity of the Program.

Source of Funding

Funding for Dane CORE 2.0 is made up of two separate sources: ERA1 is funded by the Federal Consolidated Appropriations Act, 2021, enacted on December 27, 2020, which set aside \$25 billion in funding nationwide. ERA2 is funded by the American Rescue Plan of 2021, enacted March 11, 2021, which set aside \$21.55 billion. The City of Madison and Dane County received direct allocations of ERA1 and ERA2 from the U.S. Treasury. Additional pass-through funds have been awarded by the State of Wisconsin for both municipalities to operate the Dane CORE 2.0 Emergency Rental Assistance Program.

Use of Funds

Funds for the Dane CORE 2.0 Emergency Rental Assistance program are divided into two categories: Program and Administrative Funds.

Program Funds

Program funds are used to provide rental assistance, rental arrears, utility and home energy costs, and utility and home energy arrears, and other incurred costs related to housing. See Chapter 3: Eligible Services for more information on how to use Program Funds.

Administrative Funds

Administrative funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative or marketing costs.

Chapter 2: Program Administration

General Administrative Structure

Vendors will be held to perform services as required within their individual contracts; including reporting, disbursement, and outreach requirements. It is expected that all Providers comply with all policies within this manual, unless a direct conflict exists with the individual agency contract. In such an instance, contract provisions will take precedence. Program administration will occur largely through the online platform, Neighborly. Each vendor shall inform the City and County of new users to be added, or users to be removed, as soon as is feasible. User change requests will be sent to Neighborly as they are received.

Confidentiality

Vendors must develop and implement internal confidentiality procedures that ensure all records containing personal identifying information of any person or family who applies for and/or receives Dane CORE 2.0 Emergency Rental Assistance is kept secure and confidential. Program employees of all vendors will be required to sign individual agency confidentiality (non-disclosure) agreements that guarantee, at minimum, that program staff will neither share nor attempt to profit from any identifying or personal information gained from access to Program files and documents. These confidentiality agreements must be made available to Grantees (City/County) upon request, both in template as well as for individual users with access to the system.

Individual providers must limit program and staff access only to cases and documentation in their contracted geographic area of jurisdiction within the Neighborly platform, unless notice of approval is given by City and County collectively to allow such access for specific client IDs. To maintain client/applicant confidentiality within the Program, Providers must ensure that employees/staff/other associated individuals with access to the platform do not at any time access confidential client application or files that they know to be outside the scope of the contract they are fulfilling. For purposes of this Program, confidential application files are considered to be any documents uploaded by the applicant, as well as review of any application response that would provide a reviewer indication of program eligibility. Any unauthorized access to client files shall be reported to Grantees within five (5) business days, and may serve as cause for rejection of the application that was subject of the unauthorized access. Depending upon the scope of breach of confidentiality, Grantees may at their sole discretion revoke access of any individual to the Neighborly platform at any time. If unauthorized access is not reported by an agency to Grantees, all available remedies may be taken as available under provider contracts.

Due to the shared nature of the platform, it is anticipated that agents of Providers may periodically access – either intentionally or accidentally – client applications that are outside of contracted scope. Grantees encourage agencies to provide customer service consistent with the mission of the organization, which may include providing updates to applicants either verbally or written which can only be concluded from brief review of submitted materials. Providers may perform actions in any application, regardless of municipality of applicant residence, to link tenant and landlord applications, perform a search of the property lookup tool to refer applicants to the correct agency, or give clients information as to the status of their application. Grantees understand the need to provide such services to County residents, and will not consider a breach of confidentiality to provide applicants information as to the status of their application regardless of the location of the housing unit assistance is to be provided on. However, any action by Provider or agent of

Provider that alters, reviews applicant uploads, or discloses information on such shall be disclosed to Grantee with the understanding that such actions may result in removing user access to Program Platform and rejection of the application such alterations were made upon consistent with paragraph 2 of this section.

Actions within the Neighborly platform that may be taken by any provider, excluding those applications that would create a conflict of interest, include:

- Searching for application and application status
- Linking a landlord and tenant application
- Determining provider jurisdiction by utilizing the Property Lookup tool
- Providing verbal or written guidance to applicants necessary to complete an application

All other actions within the Neighborly system may not be taken on any application by any provider, including viewing of any confidential application details or documents, until the Property Lookup tool has been run and municipality of the applicant household has been determined. Confidential information may only be viewed once it is confirmed by the Provider or agent of Provider that the individual Provider contract governs the application in question. Should an applicant request that any agent or employee of a provider access other information, the agent shall inform the applicant that they are unable to provide or access that information, and shall provide contact information to the relevant provider with ability to answer any questions the applicant may have.

Program Integrity and Conflict of Interest

Vendors must develop and implement internal policies and procedures to ensure that funding is spent appropriately by delivering quality, necessary care and preventing potential fraud, waste, and abuse from taking place, including duplication of benefits. Vendors must comply with organizational and individual conflict of interest provisions. Vendors will be required to repay any funds disbursed for persons with whom there is an identified conflict of interest unless an exception is granted by Dane County or the City of Madison. Any vendor processing an application that has the potential to be deemed a conflict for a top-line program manager or finance administrator whose approval is needed to disburse funding, shall be transferred to a neutral vendor administering the Program to determine overall Program eligibility and potential disbursement of funds, in accordance with written or verbal agreements between individual Providers. Actual disbursement may occur by the original vendor as long as approval is noted from reviewing agency. In general, Program expectations include:

- No provider or agent of any provider shall act in any manner that affects or impacts judgement over the review or approval of any application
- No provider or agent of any provider shall engage in conduct outside of their role with the provider that compromises or adversely impacts Program integrity
- No provider or agent of any provider shall take any action on an application for any client with whom they have a family relationship, business association, or other personal relationship
- No provider or agent of any provider shall engage in any business or transaction which has either real or perceived incompatibility with program objectives, whether direct or indirect
- No provider or agent of any provider may act in a manner that implies any conflict of interest, including access or review of applications of persons who are known to them either personally or professionally
- Any agent of a provider assigned review of an application for whom the applicant, or any member of the

applicant household, is known to them must immediately notify their program lead to have the application reassigned and shall not take any actions within that application

- Any provider or agent of any provider who is themselves a potential Program applicant must alert their program lead prior to submitting an application. As soon as the application is created, the program lead must ensure that review is assigned to a different provider agency to determine eligibility for benefits. The program lead shall not access the application, but must communicate with an outside agency that review is being reassigned due to a potential conflict of interest

If a conflict of interest exists, Providers must take steps to ensure that the individual with the conflict or perceived conflict does not have access to the application at any time. If a program, lead, manager, approver, or any other agent of provider has a conflict or perceived conflict of interest, these applications concerning the conflict of interest must be transferred to a different agency for processing. Violations of conflict of interest provisions must be reported to Program Grantees within five (5) business days of any action constituting such violation. Grantees have the right to take any action necessary to prevent future breaches of conflict of interest provisions, including but not limited to revoking user access to the application platform.

Non-Compliant Applications and Application Irregularities

If as a result upon review of an application, a Dane Core 2.0 partner determines that the applicant, landlord, or Dane Core 2.0 partners employee has abused the program, partners must take immediate actions to remedy the situation. Notification of such abuse must be given to Grantees within five (5) business days of initial determination by agency. Dane Core 2.0 may at any time deny program assistance to an applicant or terminate program assistance for an applicant if any applicant or landlord has application irregularities that could potentially indicate likely fraud, bribery, or any other corrupt or criminal action in connection with Emergency Rental Assistance Federal Program. Dane Core 2.0 must determine that a preponderance of evidence (burden of proof) demonstrates that an action taken by the applicant, landlord, or employee was willful and intentional, in order to terminate assistance on the basis of potential fraud or abuse through exceptional application irregularities. Program Grantees shall have sole authority as to final determinations of potential or likely fraud.

Fraud under this Program is defined as wrongful or criminal deception intended to result in financial or personal gain in situations where they would not be eligible. This includes the intentional, false representation or concealment of a material fact for the purpose of inducing another to act on it. It is of the utmost importance for Program integrity that Providers are aware that it is unlikely that a final and official fraud determination can be made solely based on application materials required under documentation required by Federal regulation, though irregularities and inconsistencies creating non-compliant applications are a valid basis for withholding payment until Program Grantees can make a final determination of likely fraud that would result in a denied application.

Providers under this Program are expected to provide ample opportunity for applicants to provide documentation that meets both Policies in this manual as well as Federal statutory intent of the Program, including the opportunity to correct previously submitted documents required for an eligibility determination and funding amount.

Other things to look out for (not considered irregularities/potential fraud):

- Improper payments – payments that should not have been made, but were made in the incorrect amount without the knowledge of wrong doing or intent. Examples include ineligible recipients or duplicate payments (same period, multiple programs, etc.)
- User error – Tenants and/or landlords unknowingly providing incorrect information or failing to report due to the lack of understanding. Examples include failing to provide sufficient documentation, misrepresentation of income or household size, or the amount of assistance requested. If a Dane Core 2.0 partner sees inconsistencies in these areas, it is expected that Providers will give the applicant ample opportunity to provide updated information that meets Program requirements.

- Forms of communication: email or phone call for follow up
- Should be documented in Neighborly

Ways application irregularities indicating potential fraud can originate:

- Tenants (households) falsifying applications
- Landlords (owners) falsifying applications
- Landlord/tenant collusion
- Coordinated criminal attacks
- Mistakes/other user error

How to spot potential fraud in rental assistance applications when processing applications (indicators of potential fraud):

- Suspicious documents
 - Tenant and/or landlord intentionally provides misleading or falsified documents that are required to receive benefits.
 - Fabricated/fictitious freehand documents with no standard format or letterhead.
 - Dates of documents are inconsistent throughout, inconsistent rental amounts, or back dated documents to satisfy requirements.
 - Tenant or landlord information on the documents is drastically different from the application in Neighborly (address, name, rent, etc.)
 - Handwritten or manually altered documents that have been revised, copied, whited out, or have pre/postdated notes.
 - Complete absence of verifiable documents (W9, 1040's, rental ledger, etc.)
- Suspicious personal identification information
 - Tenant and/or landlord is unable to be verified through direct contact or provides materially false personal identification information.
 - A photo ID is not required for Dane Core 2.0
 - Does not provide a phone number or states they do not have a phone number.
 - Tenant and landlord have the same unit address, last name, and/or contact information
 - Emails or telephone numbers are not valid
 - Emails bounce back
 - Phone number is not valid when dialed
 - Applicant cannot be verified through valid documentation
 - W-2
 - Documentation of benefits
 - Name on lease or other rental agreements
 - Utility bills have different name or address on them
- Suspicious application information
 - Information submitted with the application is intentionally misrepresented and cannot be validated with supporting documentation or outreach.
 - Blatant material misrepresentation of application information
 - Completely fake address
 - Falsified tenant
 - Multiple claims submitted for the same property address
 - Single family homes
 - Apartment address with the same unit number
 - Property address is not a valid Dane County residence

- PO Box
 - Hotel
 - Place of employment
- Tenant and landlord have the same address or last name
- Multiple addresses listed on application and supporting documents submitted
- Claims are incompatible with residence, average rent, and/or income.
- Suspicious Activity
 - Tenant and/or landlord behavior or actions taken are intended to mislead or persuade application case managers.
 - Aggressive pressure from claimant demanding for a quick decision or threats to file complaints if application is not processed.
 - Applicant pushes for smaller benefit amount than what was previously requested in order to obtain funds.
 - Applicant refuses to be contacted by phones, avoids in person interactions, and will only communicate via email.
 - Tenant or landlord goes not know basic information regarding property, lease agreement, application, that would be considered common knowledge to remember.
 - Frequent updates to the application details to support their claim.

There remain numerous valid reasons why applications may have irregularities that indicate potential fraud, and indicators of potential fraud do not disqualify any application. Program providers shall make eligibility determinations for this Program based on the required documents under this Manual and Treasury regulation. Program providers shall base no determination on circumstantial or historical records of any applicant. It is expected that Providers under this Program work with applicants to provide correct and verifiable documents that meet Program requirements, with the understanding that many irregularities may be a product of user error or unclear application requirements.

Process for denying applications with irregularities that may be non-compliant or indicative of potential fraud:

- Review information and allow applicants the opportunity to correct unintended errors.
- Compare application to the supporting documentation to identify discrepancies/irregularities.
- Analyze payment history (if one is available). This can be used to help identify similarities to other applications with significant irregularities or past program participant issues.
- Attempt to make direct contact with the tenants and landlords whenever possible to verify the application.
- Update the application status to **Compliance Review**
- Route the application to manager for review. This should be escalated quickly to ensure additional review occurs before any approval or disbursement. The manager will review documents and case files to summarize for Grantee (City and/or County) staff, who have sole discretion to make a final determination of non-compliance.
- Use current denial email in Neighborly to inform applicants of non-compliance and application irregularities.
 - Language to add to email (should be used word for word)
 - Thank you for applying for Emergency Rental Assistance through Dane Core 2.0. Your application is being denied at this time due to non-compliance, unverifiable documentation, or irregularities in required information. If you believe that this finding was in error, please contact our Program staff to provide additional information to support your eligibility for these funds.
- Change application status to Denied
- Log non-compliant denials in Neighborly to avoid repeat offenders.

Monitoring

Dane County and the City of Madison will provide technical assistance and monitor the performance of each contracted vendor. In conducting reviews and benchmarks, information will be obtained from the records and reports from the Neighborly platform, taking into consideration other aspects of individual contracts for services. Vendors shall be required to run detailed reports monthly in accordance with the U.S. Treasury reporting guidance, to be sent to the contract owner by dates identified in individual provider contracts. Individual providers may also be required to perform other reporting tasks on a more frequent basis depending upon their individual contracts with Grantees.

Record-Keeping and Retention

In order to fulfill State/Federal reporting requirements and ongoing monitoring and oversight responsibilities, vendors must maintain and retain records on the following through the Neighborly platform:

- Address of the rental unit.
- Name, address, tax identification number or DUNS number, as applicable, for landlord/renter and utility provider.
- Amount and percentage of monthly rent or rental arrearages covered by assistance for each month assistance is requested.
- Amount and percentage of separately-stated utility and home energy costs covered by assistance for each month that assistance is requested.
- Total amount of each type of assistance (i.e., rent, rental arrears, individual utility/home energy costs, individual utility/home energy costs arrears, and other expenses related to housing) provided to each household.
- Amount of outstanding rental arrears for each household.
- Number of months of rental payments, number of months of rental arrearage payments, number of months of utility or home energy cost payments, number of months of utility or home energy cost arrearage payments for which assistance is provided.
- Household income level disaggregated by:
 - does not exceed 30 percent of the county median income for the household;
 - exceeds 30 percent but does not exceed 50 percent of the county median income for the household;
 - exceeds 50 percent but does not exceed 80 percent of county median income for the household;
- Number of individuals in the household.
- Gender, race, and ethnicity for the primary applicant for assistance.
- Vendors should also collect information as to the number of applications received in order to be able to report the acceptance rate of applicants for assistance.

All program files and records (including applicant files) in the Neighborly platform will be retained for a minimum of five (5) years after the contract period ends.

The U.S. Department of the Treasury is expected to continue to issue guidance regarding the timing and format of reporting under the Act. As further information regarding reporting requirements and format is communicated from Treasury, Dane County and the City of Madison intend to update this manual accordingly. In the event that this Manual is not able to be updated timely enough to reflect necessary program changes, providers will receive written communication that updates requirements of the Program. Any such written guidance shall be deemed to be an update to Program Manual guidance until such a time that the Program manual can be thoroughly revised.

Client Referrals

All households receiving assistance shall be directed to a referral list of local agencies for additional needs such as food, transportation, employment, permanent housing, etc. Each agency shall develop their own referral lists most applicable to the needs of individual applicant households to be provided to all applicants.

Chapter 3: Program Requirements

Eligible Assistance Activities

Eligible forms of assistance include the following:

- Up to 18 months of total rental arrearages and/or rental assistance (if ERA2 or combined ERA1/2, as ERA1 has a limit of 15 months). Forward rent and security deposits may be applied toward total months assistance in accordance with forward rent criteria in Chapter 5. No payments may be made for a period totaling more than 18 months of assistance with combined ERA1 and ERA2 funding. The full 18 months of assistance allowable under this Program consists of:
 - 18 months of assistance per combination of rental unit and household composition
 - Assistance provided in any month is considered any assistance provided regardless of the dollar amount or combination of assistance requested.
- Payment of existing housing related arrears that could result in eviction of the eligible household are allowable to stabilize housing. This includes applicable fees such as, but not limited to, late fees, pet fees, on-site storage fees, parking fees, and court or other eviction-related fees as necessary to maintain such stability. Once a household's rental arrears are reduced, vendors may certify future assistance for up to three months at a time based on the Dane CORE 2.0 forward rent criteria in Chapter 5. Recertification of the household's income eligibility is necessary after three months and every three months thereafter, and must be documented in system notes. Annual Tax Filings do not need to be re-certified to determine income eligibility for this program. All other forms of income eligibility must be recertified quarterly.
 - All applicant households at imminent risk of eviction will receive Program assistance administered through the Tenant Resource Center. This consists of applicants who:
 - Any defendant who has retained legal services
 - Any defendant who attends an initial court appearance
 - Any defendant who reopens their case after receiving default judgement
 - Any defendant who engages in Eviction Diversion and Defense Partnership (EDDP) and has their case dismissed prior to initial court appearance
 - Applicant households at-risk of eviction, but not imminent eviction (i.e. have not received an official court filing) will be prioritized using the criteria outlined in Chapter 5.
- Utility, housing energy payments, and arrearages including electricity, water, internet, natural gas and bulk fuel.
 - Telecommunication services (telephone, cable) are not considered to be utilities.
 - Reasonable procedures must be utilized to determine the Internet portion of any bundled bill.
 - For purposes of this Program, reasonable procedures are determined to be:
 - The verified internet charge as listed in its own line item on the monthly bill.
 - If a bill with separate line items for bundled services is unavailable, a proportionate division of covered services (internet) divided by total services (e.g. cable, telephone, etc.) will be allowed to determine appropriate payment amount.
 - For example, if an applicant receives a bundled service consisting of Internet, Phone, and Cable, the applicable utility arrears payment will be for 1/3 of the total outstanding bill.
 - It is not necessary for vendors to request itemized bills if one is not uploaded into the system at time of application.
 - Sewer and trash arrears are eligible costs if paid by tenant and arrearages are documented by a bill from the service provider.
 - All utilities paid by the landlord within the rental contract are understood to be a part of rental arrears

per the lease agreement.

- Other expenses related to housing:
 - Assessed late fees on monthly past-due rental payments.
 - Lot rent arrearages and lot rent assistance in the case that the Program applicant owns the housing unit in which they reside, but is a lessee of the land on which the unit is physically located.
 - Security deposits, not to exceed the equivalent of one months' rent, or other verified amount consistent with charged security deposit on an equivalent housing unit under the same management.
 - Qualified payments under rent-to-own contracts, including for manufactured homes.
- Provision of or referral for housing stability services.
- Assistance may be provided for any arrears that have accrued since March 13,2020, including payment of rental arrears for any unit of housing of which the applicant is no longer a tenant.
- Funding will be provided by vendors to applicant households on a first come, first served basis in accordance with priorities and preferences listed in this manual, individual vendor contracts, and/or US Treasury guidance.

Internet and Water Policies

Payment of Internet Bills

- Internet charges are allowable arrear payments under the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act of 2021.
- Applicants will be required to provide proof of internet cost (or total bundle cost) via submittal of a bill from their internet provider.
- The vendor will ensure the bill/documentation of the internet charge is uploaded to the Neighborly platform with all other documentation before issuing any payment.
- In circumstances where the monthly internet charge is bundled, vendors shall use reasonable procedures to determine proportional cost. Current and past internet charges may be paid back to March 2020, but not more than 18 months in total with combined ERA1 and ERA2 funding.
- Reasonable procedures shall be utilized to determine the Internet portion of any bundled bill
 - For purposes of this Program, reasonable procedures are determined to be:
 - The verified internet charge as listed in its own line item on the monthly bill.
 - If a bill with separate line items for bundled services is unavailable, a proportionate division of covered services (internet) divided by total services (e.g. cable, telephone, etc.) will be allowed to determine appropriate payment amount.
 - For example, if an applicant receives a bundled service consisting of Internet, Phone, and Cable, the applicable utility arrears payment will be for 1/3 of the total outstanding bill.
- Payment to be made directly to the utility provider.

Payment of Water, Sewer and Trash Bills

- Water, sewer, and trash bill charges are allowable costs as utilities under the program.
- Applicants will be required to provide proof of related charges via submittal of a bill from the utility provider.
- The vendor will upload the relevant bill to the Neighborly platform.
- Payments for water, sewer and trash can be paid as a "one-time" amount for arrears and shall be counted as only one month of assistance. This policy is based on the fact that many municipal and contracted utility providers do not have the capacity to break down arrearages on accounts.

- If the water bill has been added to the landlord's property tax bill, the utility may still be payable under this Program, as non-payment of rent.
- Payment is generated to the utility provider.

Determining Months of Total Assistance

Under this Program, total months of assistance will be calculated in aggregate number of months for which assistance is provided, regardless of the types or combinations of assistance categories provided in any given month. If multiple types of assistance are provided in a given month, this shall only constitute one total month of assistance, no matter the dollar amount of funding provided. Months of assistance will be calculated as all eligible payments in a given month constituting one month of assistance, with a cumulative cap of 18 months under Treasury guidelines. There is no financial cap related to eligible assistance in this Program.

Each provider has been granted access to a spreadsheet detailing the number of previous months of assistance provided under the original iteration of this Program. The method for determining total months of assistance has been redefined by ERA Guidance, all months contained in the previous-payment spreadsheet shall be rounded up to the nearest whole month to reduce the risk of funding households over the statutory period of Program eligibility.

General Utility Policies for Determining Months of Total Assistance

Under Treasury guidance for determining reasonable procedures in absence of data-sharing agreements with utility providers and increased burden on the applicant, this Program has made the following determination, that any arrearages under the utility assistance area shall be considered owed during the of months rental assistance arrearages. If arrearages are not separated by month in invoicing and reporting, Dane CORE has determined that any arrearages in this category are likely to be incurred over the same period of time for which rental assistance was provided.

This policy applies to all utilities requested with invoice provided that does not have a monthly breakdown of incurred charges, regardless of whether the same utility provider has provided a monthly breakdown for other cases in the system. It is our hope that these reasonable procedures as allowed under Treasury regulation will simplify the process (i.e. taking out the need to dedicate staff/administrative time to finding individual property averages), while also allowing residents to receive assistance that is both needed and overdue.

Any utilities that are bundled (e.g. internet) must still be reasonably and proportionately divided under this policy. For example, any lump-sum invoice for internet, cable, and telephone shall be paid as 1/3 of total invoice to account for the internet portion of the utility bill. If only internet and cable, the amount shall be ½. Provider does not need to contact any utility agency for a proportional breakdown of actual costs if one is not initially provided, which remains consistent with the current bundled utility policy.

For purposes of entering the utility payment into Neighborly, providers shall enter the entire payable portion of the invoice into one month of assistance. It is assumed that all balances for utility services are incurred during the same months of buildup of rental arrearages, so separation is not needed to make a total months of assistance determination with the way Neighborly is configured.

Client Eligibility

Eligible households for assistance under this agreement include the following:

- The applicant is 18 years of age or older *and/or* a lessee
 - Any lessee under the age of 18 at time of application is considered to be an eligible applicant meeting all requirements for potential funding under this Program, regardless of the legal standing of rental contract or emancipated status.
- The applicant holds *and/or* previously held a lease agreement in Dane County.
- At least one or more individuals in the household meets the following criteria:

ERA 1:

- One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, **directly or indirectly**, to the COVID-19 outbreak,
- One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability under the Qualifications of the Program, demonstrated by Program eligibility; and
- The household has a household income at or below 80% of area median income.

ERA 2:

- One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial **hardship during or due, directly or indirectly, to the coronavirus pandemic**;
- One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability under the At-Risk Qualifications of the Program; and
- The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).

The vendor is permitted to rely on a self-attestation submitted and electronically signed by the applicant, including self-attestation of income. The self-attestation of income for all household members in Step D of the Neighborly application is sufficient for purposes of income determination, and no additional forms are required to determine Program eligibility. Under this Program, household is determined to be interpreted as all members who have signed the lease, as all lessees are jointly liable for rental payments. If a former household member is listed on the lease, and the lease has not been amended, providers must obtain verification that the lessee no longer residing in the household resides at a different address. Verification can include utility bills, a new lease, voter registration, or other official documents that match the former lessee with a new residential address.

Verification of Program eligibility criteria is required in order to qualify for forward rent and/or security deposit payments if qualifying due to eviction filing, non-renewal of lease agreement, or on unemployment benefits. Self-attestation of income is allowable to qualify for future rent and/or security deposit payments provided the applicant remains under the 50% AMI threshold. Documentation of cash income from a caseworker or other service provider is acceptable to meet Program criteria.

- An eligible household that occupies a federally subsidized residential or mixed-use property may receive Dane CORE 2.0 funding, provided that funds are not applied to costs that have been or will be reimbursed under any other federal assistance. Any such assistance should be verified through a Housing Assistance Payment (HAP) Contract or similar document and detailed ledger.
- If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, Project-Based Rental Assistance, or Tenant-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter may receive assistance for the tenant-owned portion of rent or utilities that are not subsidized. In calculating months of assistance, the new maximum allowable payment may be the sum of months on the old payment standard and any updated payment standard as verified through HAP Contract or similar document or ledger.
 - For HCV HAP contracts, the landlord should have documented tenant rental payments. These can change through reexamination, and either Landlord or Tenant application would require documentation of the new payment amounts from the PHA if re-examination occurs in the middle of a HAP contract.

For other subsidy payments, and for all forward rent payments, providers shall use the average of the previous 2-months of tenant payment to determine tenant portion of future rent payments. This may be common with tenants for whom re-examination occurs on a more

frequent basis.

If the PHA has documentation that the rental subsidy was sent on behalf of the tenant, verification of this subsidy is sufficient to approve for funding. All PHA payments in Dane County are sent to the Landlord via direct deposit, so there should be clear record of funds being disbursed and received.

- Landlords shall upload the HAP contract as an additional document within the Landlord application. Line 7 of the HAP contract lists the assistance payment, which the provider shall use to determine tenant payment. Rent ledgers submitted by the landlord should detail sources of payment from and on behalf of tenants, and will generally be listed as housing assistance payment vs. tenant payment.

Providers shall double check against the lease agreement for the contracted rent amount to verify all contracts. If there is a question of potential fraud (e.g. extremely high contracted rent), cross-check against Fair Market Rent standards.

- If a household receives rental assistance other than through the Program, Program assistance may only be used to pay for costs, such as the tenant-paid portion of rent and utility costs, that are not paid for by the other rental assistance. Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing assistance under this program, the vendor must review the household's income and sources of assistance to confirm that Dane CORE 2.0 Emergency Rental Assistance does not duplicate any other assistance, including federal, state, and local assistance provided for the same costs. Review of a landlord-uploaded HAP Contract shall meet all terms as outlined.
- The statute provides that vendors may determine income eligibility by reference to either (i) household total income for calendar year 2020 or (ii) sufficient confirmation of the household's monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).
 - For purposes of this Program, current applicant participation in other programs administered by the State or Federal government with the purpose of assisting low-income individuals and households may be utilized as income verification (e.g. SNAP, Medicaid, etc.). Verification of Program enrollment is required to be documented within the Neighborly platform.
 - If determination letters from individual assistance programs are not available, vendors may use self-attestation to qualify the household.
 - Monthly income shall be determined to be either 30-day proof of income or two subsequent paystubs, which may total 28-days, but are considered to be a full 30-day proof of income under this Program.
- Rental payments or payments under a rent-to-own contract for either the manufactured home or the parcel of land the manufactured home occupies are eligible for financial assistance under ERA programs. Households renting manufactured housing or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing.

With respect to each household applying for assistance, vendors may choose between using the definition of "annual income" as provided by HUD in 24 CFR 5.609 or using adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

For determining annual income, vendors should obtain at the time of application source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement), or a copy of Form 1040 as filed with the IRS for the household. For determining monthly income, grantees must obtain income source documentation, as listed above, for one month prior to the submission of the application for assistance. If an applicant qualifies based on monthly income, the vendor must recertify after three months and it must be documented in system notes. No additional application is required.

Application Processing (see Chapter 5)

Applications will be processed according to procedures outlined in this Manual through the Neighborly platform and will, in general, be based on self-attestation, prior one-month income guidelines and income verification, or verified Tax Filings.

- One-month income guidelines are calculated as 1/12th of the current HUD 2021 FY Income Limits adjusted for household size for Dane County. These income limits are integrated into the neighborly platform and listed at https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn. The one-month income documentation used for verification shall be uploaded to the Neighborly system. If the applicant or applicant household has no income or negative income, an income self-attestation will serve as sufficient verification of no income, for which providers may use Step D in the Neighborly application for determination. For purposes of determining income, two consecutive paystubs covering a period of at least 28 days shall be sufficient for determining the amount of monthly income.

Direct Payment to Landlord

When making payments directly to a landlord, documents must be completed entirely and uploaded to the Neighborly platform along with appropriate notes made describing case details. The following process should be followed by vendors (detailed in the Neighborly platform review steps):

- Review the applicant's current income.
- Upload income eligibility documentation into Neighborly.
- Add any pertinent information and notes in the Neighborly platform.
- When submitting payments to landlord on behalf on any tenant, individual payments must be made for a single tenant/housing unit, and may not be submitted as a "bulk" payment for all tenants/units for that property.

Required documents for landlords include rent ledger, lease agreement, and W9.

Direct Payment to Tenant

When making payments directly to a tenant, documents must be reviewed entirely and uploaded to the Neighborly platform along with appropriate notes describing application details. The following process should be followed by the vendor (detailed in the Neighborly platform review steps):

- Review the client's current income.
- State in the notes how the income eligibility was calculated (last month's income or 2020 W-2 tax form/Tax Filing, or Certification of No Income).
- Add all pertinent information and any applicable notes into the Neighborly platform.

Direct payments to tenant are allowable when the landlord indicates that they will not participate in the Program, or are non-responsive to outreach attempts. Outreach attempts must be initiated and tracked by the Program vendor. Notification of landlord non-participation by the tenant is not acceptable documentation for purposes of payment to tenant. Outreach attempts must be made to attempt to engage the landlord to participate in the Program, and must consist of, at minimum, the requirements listed in Treasury FAQ 12 for ERA 1. These requirements are mandatory for the Program, no matter the source of funding being utilized. Such outreach must include one of the following:

- Request for participation sent in writing via mail with no response within seven calendar days
- At least three attempts by phone, email, or text within five calendar days
- The landlord certifies in writing they will not participate in the Program

If at least one of the above criteria are met, payment may be sent to tenant, payable to landlord, without a landlord W9. As

ERA payments are explicitly determined to not be considered income earned by the tenant through legislation, a tenant W9 is not required by the Program. The amount of assistance provided directly to the tenant may include all tenant-indicated rental arrears without a rent ledger. Utility arrears must still be paid to the utility provider. A valid, signed lease agreement is preferred, though payment is allowable as long as there is documentation of lease, ledger, or other sufficient means of determining tenancy as allowed by Grantees (for instance, record of rental payments that verify tenancy). Any payment sent on behalf of a verbal lease must confirm rental amount, whether verbally to the provider or in writing, or as a component of the rental assistance request in the initial application. When notifying the tenant that their application is approved, as well as when sending the check, providers must include the language similar to the following:

- *This payment is for past owed rent. You must give this check to your landlord directly as compensation to meet your obligations to pay your rental balance. If your landlord does not accept this check as payment, and chooses to move forward with eviction, please contact the Tenant Resource Center at (608) 257-0006 ex 7. Though your landlord is not obligated to accept this check in fulfillment of your contracted rental payments, the fact that you presented your landlord with this check can be used as an affirmative defense in eviction court. Please document the date on which you present this check to your landlord.*

If your landlord does not accept this payment and chooses to non-renew your lease without filing for eviction, please contact the Dane CORE 2.0 main line at (608) 299-4128. If you provide proof of non-renewal, the CORE 2.0 program can assist you with security deposit and forward rent for a new rental unit.

Required Documents

When reviewing applications under this Program, the following documents are required if all parties are participating in the Program:

Required Documents (Landlord):

- Rent Statement / Rent Ledger
 - At minimum, a rent ledger or rent statement must clearly identify the total amount of back-owed rent for each individual monthly period.
 - Late fees, damages, pet fees, landlord-reimbursed utility fees, or any other qualifying monthly payment must be recorded for the period of the individual month as a separate line item from contract rent.
 - Any partial payments of monthly contract rent must be included as part of the rent statement/ledger uploaded within the landlord application. This can be noted as a reduction of back-owed contract rent (a smaller amount owed than listed in rental agreement).
 - Rent assistance can be provided for any month for which rent is owed, dating back to a \$0.00 account balance or 3/12/2020.
- Rental Agreement
 - It is primarily the landlord's responsibility to upload the rental/lease agreement.
 - Lease agreements must be signed by both parties to be considered a valid lease under this program.
 - Lapsed leases are considered acceptable documentation (in cases where the written rental agreement transitioned to periodic tenancy).
 - Signed letter
 - Signed lease extension
 - Documentation from landlord that both parties have agreed to a lease extension with a specific move out date
 - Any other documentation acceptable to Grantee, including tenant proof of prior rental payments
 - Verbal lease agreements are considered to be valid leases under this program. At minimum, this must be verified by a sufficient means of determining tenancy as determined by Grantee.
 - If entered amount of contract or back-owed rent does not match between tenant and landlord applications, application reviewers may receive written or verbal confirmation of agreed-upon lease amount from both parties, and should otherwise approve funding for the

lower-amount unless sufficient confirmation of increased amount is received. This information should be documented in the audit log within Neighborly.

- If there are other inconsistencies, providers shall send to Grantee for determination under the non-compliant application policy.
- No payments may be made for a term of a lease agreement that is in violation of law or local ordinance. For example, no payments may be made under this program for extermination fees within the City of Madison, payments for mold removal/remediation, etc.
 - If you are unsure whether a fee being charged as a line item within the rent ledger is a valid fee (fee that is allowed to be passed on to the tenant), attempt to verify through the Tenant Resource Center's Know Your Rights page:
https://www.tenantresourcecenter.org/know_your_rights
- No payments may be made for late fees or any other fees that are not explicitly stated as allowable within the signed and uploaded lease agreement or allowable under law
- IRS Form W9
 - The Landlord W9 is used to verify ownership. This document must be fully completed and signed, including EIN or Social Security Number.
 - It is best practice for W9 documents must be verified on the WI Department of Financial Institutions website: <https://www.wdfi.org/apps/CorpSearch/Search.aspx>
 - While a W9 form is listed as a requirement of landlords under this Program, there may be no way to complete this requirement if landlord non-responsive or opts-out of the Program. For purpose of Direct to Tenant payments, W9s are not required documents, and Grantees anticipate that Providers shall send eligible payments without a W9 under policies directed in this manual.
 - Under this Program, W9s will be considered to be valid from time of upload until expiration of the Program. W9s dated within any timeframe will be considered acceptable per Program standards.
- Supporting Documentation as required for verification of funding amounts, including documentation of equivalent security deposit charge to other units in case of security deposit payment.
- Landlord Attestation
 - Completed as a component of the application, all landlords receiving funding through this Program must certify that they will not take any eviction action against the tenant within 30 days of receipt of payment

Required Documents (Tenant):

- Income Attestation (Documentation of Income, Benefits, or Self-Attestation)
 - There are multiple options for tenants to verify household income through the Neighborly platform. As a component of the application process, tenants also self-attest that the income entered into the application is true and valid. This is considered under purposes of this program to be a valid form of self-attestation of household income under the F.A.Q.s set forth by the U.S. Department of Treasury.
 - As this is deemed a valid verification of income for purposes of the program, vendors may at their own discretion certify applicants as qualifying households based solely on this attestation (Step D), even if other income documentation submitted as part of the application.
 - Annual Income Verification
 - If applicant is using IRS Form 1040 for annual income verification, gross income shall be used to determine program eligibility (1040 Line 11 – Annual Gross Income).
 - It is at the discretion of the provider whether to require that this form be submitted to the IRS. The form itself qualifies an applicant household for Program eligibility.
 - If the vendor determines it is prudent for their reviewers to verify submission of the 1040 to the IRS within the program, the application reviewer may verify form submittal via the IRS lookup tool:
<https://sa.www4.irs.gov/irfof/lang/en/irfofgetstatus.jsp>
 - Census Tract Eligibility
 - Census Tract Eligibility will not be used as a component determination of eligibility in this

Program. Applicant self-attestation of income shall be used to determine eligibility at the household level.

- Wage Verification
 - If submitting verification of income through pay stubs, the pay stubs must cumulatively cover a period of at least 28 consecutive days.
 - When extrapolating income from wage documents to determine AMI and household eligibility, gross income should be used to remain consistent with Federal income guidelines.
 - The name of the applicant (or other known name of the applicant as provided by the applicant) must be visible on wage statements to be able to certify income.
 - Photographs of bank statements will be considered valid forms of income documentation for purposes of this program if the name of the account holder matches the name of the applicant (or other known name of the applicant), and the deposits used for verification purposes are at least two (2) consecutive direct-deposit transfers from the stated employer.
- Verification through participation in other Assistance Programs
 - Proof of participation in any local, State, or Federal income-qualified assistance program may be used as verification of program eligibility. Proof of participation includes any statement, letter, or other proof of participation from the past 180 day period of possible enrollment in the assistance program.
 - If the submitted document (proof of participation) does not include the income of the household to determine program eligibility, the reviewer must use self-attestation or additional verification of income documents to determine the AMI of the household for reporting purposes.
 - The submitted documentation/proof of participation must at minimum be dated within the past 180 days and contain the name of the primary applicant or household member on the application for assistance.
 - Common other assistance programs that double as income qualification for this program include:
 - Supplemental Nutrition Assistance Program/Foodshare
 - Medicaid
 - Temporary Assistance for Needy Families
 - Unemployment insurance benefits
 - Public Housing/Housing Choice Voucher/any direct rental subsidy program
- Utility/Internet Statement (if requesting utility/internet assistance)
 - Statements must include account number and service address

Optional Documents Pending Case Information:

- Landlord Refusal to Participate
 - Documented in writing, verbally to provider, or non-response as determined in Treasury guidelines for outreach. Documentation by provider in Neighborly is sufficient to for landlord refusal to participate.
 - It is expected that if landlords refuse to participate or are non-responsive to outreach attempts that not all documentation will be available to providers in processing. Providers shall follow the Direct to Tenant payment policy in order to provide assistance without landlord documents.

Re-certification and Requesting Additional Assistance

Requests for Assistance Exceeding the First Three Months of Current/Prospective Assistance

If a tenant requests any additional assistance beyond the first three months of current/prospective assistance already approved, they must be re-certified for eligibility if using one-month income certification, unless income was verified using a 1040 annual certification. Total assistance cannot exceed 15 months (ERA1). An additional three months will be available under ERA2 funding. The request must include:

- Evidence of additional expenses accrued since prior disbursement (months of rent, utilities, etc.), which may include attesting to the inability to pay future (forward) rent
- If the original application demonstrated income eligibility by submitting evidence of the household's monthly income, the household will again need to demonstrate income eligibility by submitting evidence of the household's current one-month income. This includes additional eligibility through self-attestation, census tract location, or any other method of income documentation.
- If the original application demonstrated income eligibility through categorical eligibility or submitting evidence of annual income, no additional income documentation will be required upon re-application.

Documentation Needed for Assistance Exceeding the First Three Months of Current/Prospective Assistance

When re-certifying a client for eligibility, the recertification may utilize any of the available methods for determining income, including self-attestation. The following process should be followed by the vendor:

- Review the applicant's current income, verified through any of the available.
- State in the notes how the client's income and income eligibility was calculated (last month's income or W-2 Tax Form/Tax Filing, Certification of No Income, Other Public Assistance, etc.)
- Add any pertinent information/notes in the Neighborly platform.

Requests Eligible under Original Application Approval

Applicants who have only requested arrearages may request additional assistance without requiring re-review of household eligibility if the household income and expenses have not changed. Total assistance cannot exceed 15 months (ERA1). An additional three months of assistance is available with ERA2 funding.

The added requested assistance will be reviewed for eligibility and may not exceed three months of current/future assistance. For example, if an applicant originally applied for and received assistance only for arrears, they may then apply for current and future month's rent. They may also apply for utility arrears and current and future months of utility assistance, which will be confirmed as eligible expenses.

Non-Reimbursable Costs

Dane CORE 2.0 Emergency Rental Assistance funds may not be spent on the following:

- Capital expenditures.
- Homeowner mortgage payments, utilities, or energy costs.
- Cable, telephone bills
- Any activities not specifically allowed by this grant.

Security Deposits

- The amount of a security deposit should not exceed one month's rent, or a verified amount equal to what the landlord/property manager charges for other equivalent units of housing within their portfolio (e.g. similar area, unit size, class of building, etc.). Verbal verification/attestation from the prospective landlord is sufficient to meet this standard.

- Security deposits may only be paid utilizing Program funds if the lease agreement is for a minimum duration of six (6) months.
- Tenants must stay in the rental unit no less than four months before a tenant is entitled to receive a returned security deposit that was paid for with Dane CORE 2.0 Emergency Rental Assistance funds. To the extent that the security deposit is not returned to the tenant, it will be subject to recapture by the Program.

Payment for Damages

The amount allowable for payment for damages under this Program shall be reviewed on a case-by-case basis. All payment for damages will be reviewed with the purpose of achieving the following objectives:

1. Ensuring Dane CORE funds are properly spent in accordance with Treasury regulation and applicable law;
2. Protecting tenants from excessive or unlawful charges not a direct result of their tenancy; and
3. Providing consistency in regards to informing tenants and landlords of their rights and responsibilities for charges.

The amount allowable for payment of damages under this program must be reasonable in nature. Due to the often discretionary nature and circumstances of charges for damages, all requests for assistance must be determined on a case-by-case basis by the vendor. Documentation must be required to issue payment for any damages or tenant-assessed fees over \$500 in cumulative cost.

In general, damages fall into the following two categories in this Program:

- **INELIGIBLE** costs include items to which the landlord is responsible for under Wisconsin State Statute §704.07(2) which states it is the landlord's duty to:
 - Keep in reasonable state of repair portions of the premises over which the landlord maintains control (i.e. routine maintenance is the responsibility of the landlord and shall not be passed onto or assessed to the tenant).
 - Keep in a reasonable state of repair equipment under their control necessary to supply services which the landlord has expressly or impliedly agreed to furnish to the tenant, such as heat, water, elevator or air-conditioning;
 - For example, all habitable rooms must be able to maintain a heat of at least 67 degrees Fahrenheit. If damage occurs to systems or the rental unit based low temperatures not directly due to negligence or direct action of the tenant, these would not be allowable costs.
 - Replacement of systems supplied by the landlord shall be the responsibility of the landlord to replace, except if replacement is due to negligence or direct action of the tenant
 - Make necessary structural repairs;
 - Repair or replace plumbing, electrical wiring, machinery or equipment furnished with the premises and no longer in reasonable working condition
 - For example, replacing or repairing a non-functional refrigerator, stove, furnace, etc. are ineligible costs under this Program if provided by landlord at the beginning of tenancy. If the landlord does not provide an air conditioning unit, then this is not the landlord's responsibility to replace/repair
- **ELIGIBLE** costs include the following and will follow the guidelines below:
 - Repairs made necessary by the negligence, or improper use of the premises by the tenant and their guests (including that which is beyond the normal wear and tear);
 - Fees (i.e. late fees, parking fees, replacement key fees) to the degree, which they are not punitive or unreasonable. If the fee is considered punitive or unreasonable, it will be considered ineligible. An example is provided below to help distinguish between an eligible and ineligible fee.
 - Example: A tenant is locked out and needs a replacement key. The fee charged is \$15, which is reflective of the costs of a maintenance person's time and the cost of a new key. In this

instance, the cost can be considered reflective of reasonable basis for the charge and would be eligible.

- Punitive fees are those that do not reflect the actual damages, and rather are used to try to deter behavior and are ineligible. Program Leads will be required to make the distinction on whether a fee is punitive in nature.
- Escalating fees of any kind are ineligible under this Program. For example, a written lease agreement states that the first time a key is lost, it will be a \$15 replacement fee; the second time \$50; and the third \$200. This is not reflective of the actual costs associated with replacement, are punitive to deter behavior, and are ineligible. Escalating late fees are also ineligible payments, though the base late fee itself is eligible.
- Other examples of ineligible costs may include: sublet fees, fees related to breaking of a lease, or other similar charges not recorded in the lease agreement.
- Payments for all damages over \$500 require documentation.
- Regardless of costs, documentation is required for the following damages: painting costs, carpet cleaning, and pest remediation.
 - If the rental unit is located in the City of Madison, pest remediation is an ineligible cost regardless of documentation, according to Madison General Ordinance §27.07(2)(d).
- Where documentation is required for payment of damages; documentation can include bills, estimates, invoices, and/or images of the damage.

Incomplete Applications

If after review any application is incomplete in meeting minimum program requirements, the provider must contact the applicant to inform them of the incomplete requirements. This can be done automatically through the Neighborly platform. Providers may on their own determination use other methods to contact applicants for the Program using other forms of submitted contact information. Every reasonable effort should be made to obtain necessary documents from applicant households.

Reviewers shall add notes within all incomplete applications to verify the missing requirements. This will ease burden for subsequent reviewers or in the case of applicant assistance.

Chapter 4: Ongoing Administration

Payment Process

1. Applicant rental benefit payments, forward rent payments, and/or security deposit payments shall be made to landlords or property managers registered on the Neighborly platform, with the exception of Direct to Tenant Payments. Applicant utility benefit payments shall be made directly to the utility provider. The sole exception to this policy is for non-responsive landlords or landlords who opt out of Program participation. In this circumstance, payments may be sent directly to the tenant applicant household, payable to the landlord, consistent with the process outlined in Chapter 3 – Direct Payment to Tenant. Direct to Tenant Payments made payable to the tenant are allowable in this Program, but only under exceptional circumstances and only as authorized by Grantee.
 - If vendors/landlords are identified who are not registered, they shall be registered on Neighborly before payments may be made, unless non-responsive or refusing to participate.
 - Payments shall be made only for allowable assistance benefits unless approved by Dane County and the City of Madison through an update to policies & procedures of the Dane CORE 2.0 Program.
 - If the landlord refuses to participate or receive payment, the vendor shall document the landlord's refusal to participate. Under that circumstance, the rental assistance payment will be made directly to the tenant. The tenant will still be eligible for utility assistance. This policy is outlined in Chapter 3 – Direct to Tenant Payments.
2. Vendors will:
 - Follow all applicable Program procedures contained within this manual and individual agency contracts.
 - Have staff trained on the Neighborly platform to receive and review applications, complete all related information, create, and maintain client files.
 - Utilize Neighborly to verify Program eligibility. County Income Limits will be the basis for income eligibility.
 - Ensure that funds are spent according to the procedures of this program, especially prioritization policies in determining accessibility of forward rent and/or security deposit to eligible applicants.
 - Ensure controls are in place to guarantee compliance with Program policies and procedures to prevent fraud, including duplication of benefits.
3. Applicants can directly use the Neighborly platform for assistance and application processing.
4. All payments under this program must be calculated and tracked as total months of assistance provided to each individual household. To determine how many months of assistance have been provided, vendors shall track the total payments made to any applicant household in any month in which a housing cost was incurred and assistance provided. Any combination of assistance categories can fall into a month based on procedures in this manual, and that shall still constitute only one month of assistance. There is no financial cap within a given month for amount of assistance that can be provided. A household has reached the duration of their eligibility while receiving 15 or 18 months of assistance (depending on funding source) with the same household composition at the same unit of housing.

Chapter 5: Vendor Processing of Applications

Tenant Resource Center

All applicant households that have a current eviction filing or are at imminent risk of eviction will be processed by the Tenant Resource Center as detailed in Chapter 3. These applicant households are verified by the Tenant Resource Center through the Wisconsin Circuit Court System, and will be processed as a top priority. Any applicant households who have already applied for funding through this Program and have an application under review will be transferred to review by Tenant Resource Center staff to ensure all available assistance can be offered to stabilize these households in housing. Any applicant household with an eviction filing is immediately eligible for both forward rent and security deposit payments under this program.

Process for Transferring Applications

It is important for clients, who have an assigned court date, are referred to the Eviction Defense Program (EDP). Tenant Resource Center is operating as the central point for referrals to EDP which connects households to legal representation for their court appearance. As part of that program TRC is also evaluating Dane CORE 2.0 application payments to ensure court order payments are negotiated or payments can be issued to dismiss the eviction.

Why EDP payments are important?

There are times in the legal system that attorneys may need to negotiate on the clients behalf to get a dismissal by the judge. Ensuring that any rental payment made to a household in the court system is ran through EDP, and therefore by TRC, is ensuring that the payment is being made with the attorney knowledge and agreement to better support the client in the court system.

Main admin in Court System Process

Abbey C - Tenant Resource Center abbey@tenantresourcecenter.org

Shoshanna Doyle, Salvador Vasquez- Community Action Coalition shoshannad@cacscw.org; salvadorv@cacscw.org

Sharmecia Brown- Urban Triage sbrown@urbantriage.org

Process

1. TRC will provide access to a calendar link that lists client name, address and court date in eviction court. This calendar typically has court cases assigned up to 28 days out but a judge could allow a case to be scheduled with less than 48 day notice.
2. CAC and UT will review the list and cross check it to the application in the wait list for Neighborly to be processed, CAC will look at applications within the City of Madison and UT will look for applicants outside the City but in Dane County.
3. If an applicant name and address are in the system and does not have a reviewer assigned to it CAC or UT will assign directly to Abbey.
4. If CAC or UT sees a name/address that is close match but they are unsure they will send an email to Abbey with name/address of application and inform that they did not assign the case and seeking confirmation. Abbey will confirm if it was mistype and assign to TRC or notify agency of their assignment.
5. Households in court who have not applied to Dane CORE 2.0, TRC will proactively work with them to get them enrolled and assign the case to themselves.
6. While we are working out this process, Abbey, Marissa and Sharmecia will also send group email between the 3 of them to communicate caseloads assigned.

Urban Triage, Inc.

All applicant households with rental arrears or other request of Program assistance (forward rent, utility assistance, etc.), but not at risk of imminent eviction (no current/pending filing) with an applicant address outside of the City of Madison, will be processed by Urban Triage. These applications are noted within the Neighborly platform as any application with a physical address outside of the City of Madison. Applications with this address will be pulled and assigned daily to reviewers by this vendor agency. Addresses must be verified via the Property Lookup Tool.

Community Action Coalition

All applicant households with rental arrears or other request of Program assistance (forward rent, utility assistance, etc.) but not at risk of imminent eviction (no current/pending filing), with an applicant address inside of the City of Madison, will be processed by Community Action Coalition. These applications are noted within the Neighborly platform as any application with a physical address within the City of Madison. Applications with this address will be pulled and assigned daily to reviewers by this vendor agency. Addresses must be verified via the Property Lookup Tool.

Processing Criteria for All Vendors

All vendors administering applications under this Program will review and process applications for rental and utility arrears on a first-come, first-served basis based on location and eviction criteria in determining the appropriate vendor. Though served on a first-come first-served basis generally, vendors shall prioritize the application processing of any:

- Household under 50% of the area median income, per household size
- Household with a member currently receiving unemployment benefits or no income

Forward rent and/or security deposits may be processed under this Program, with criteria as follows:

1. Forward Rent/Security Deposit Criteria

- Any vendor may process applications and approve forward rent for their area of administration under the following guidelines. It is expected that these criteria will be updated in the future, which will be reflected in updated guidance through a revision of this manual.
 - Payments of forward rent and/or security deposits for reasons of unemployment, non-renewal, and eviction require verification of supporting documents in order to meet criteria and approve/issue payment. Self-attestation via completion of Step D in the tenant application is allowable to approve forward rent on the basis of income if no income verification documentation is reasonably available.
 - Forward rent payments may be made proactively for tenant applicants who have not directly requested it in their application, but otherwise meet all criteria for approval. This shall be entered by providers as part of the initial disbursement and approvals process
 - Vendors are allowed to approve forward rent payments and/or security deposit payments for applicants that meet one or more of the following criteria, documentation required:
 - Applicant has been served eviction notice or is at-risk of imminent eviction
 - Applicant is a member of an Very Low-Income household (less than 50% area median income) – self attestation allowable
 - Applicant is currently receiving Unemployment Insurance benefit payments
 - Applicant has been issued a notice of non-renewal at their current place of residence
 - Vendors are allowed to use any reasonable method available to verify tenancy for issuance and disbursement of a security deposit payment, including:
 - Proof of accepted housing application
 - Verification letter from landlord
 - Program Rent Verification form
 - Any other means by which the agency has good cause to determine the acceptance of the applicant into a unit of rental housing
2. Vendors are allowed to pay forward rent for a unit with verbal lease, month to month lease, or lapsed lease, as long as the landlord is made aware they are obligated by law to return any payment submitted for a tenant who no longer resides at the unit for which assistance was requested.