

Policies & Procedures

Housing Stabilization Collaborative Rent/Utility Assistance Program

Funding Period:	There is no set funding period for the HSC Rent/Utility Assistance Program.
Policy Agency:	Douglas County
Administering Agency:	Douglas County and Partnering Agencies
Enquires:	If you have any questions, contact Gabi Sprague, 785-424-5266, gsprague@douglascountyks.org

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HSC Rent/Utility Assistance Policies & Procedures

1 Introduction

The Housing Stabilization Collaborative [with Douglas County fiscal sponsorship] is responsible for administering the Housing Stabilization Collaborative Rent/Utility Assistance Program, which is available to all eligible Douglas County residents.

The HSC partners with private, not-for-profit 501(c)3 corporations that provide affordable housing and supportive services for low-income populations. These agencies include, but are not limited to, The Ballard Community Center, the Willow Domestic Violence Center, Centro Hispano, East Central Kansas Economic Opportunity Corporation (ECKAN), Family Promise of Lawrence, Tenants to Homeowners, Lawrence Public Library, Lawrence Community Shelter, United Way of Douglas County, Catholic Charities of Northeast Kansas, Bert Nash Community Health Center, DGCO Reentry, Salvation Army, Success By Six, and the Lawrence Douglas County Housing Authority. The HSC accepts applications from both partnering agencies and individual, unaffiliated community members. If a household is already working with a partnering agency, that agency provides the processing and supportive services of that application. If a participant is not working with a partnering agency at the time of application submission, the HSC intends to refer them to a partnering agency to retrieve needed documentation and ensure the household is supported. The HSC is in constant partnership and communication with other programs to ensure education of, and enrollment in, other providers' programs. This document sets out the policies & procedures for the HSC Rent/Utility Assistance Program.

2 The Rent/Utility Assistance Program

2.1 Rent/Utility Assistance Program Aim

The aim of the Rent/Utility Assistance Program is to provide rent and utility assistance to prevent homelessness.

2.2 Rent/Utility Assistance Program Objectives

The objective of the Rent/Utility Assistance Program is to keep as many households as possible housed for one year from the date of application submission.

2.3 Eligibility Criteria

Due to funding constraints and access, eligibility criteria may change with little to no notice.

To be eligible for Project Funding under the Rent/Utility Assistance Program, an applicant must:

- (a) Have annual adjusted gross income lower than or equal to the 50% Area Median Income (AMI) according to the Department of Housing and Urban Development's (HUD) annual determination for Douglas County, KS. This limit may be found [here](#).

Income Eligibility – Very Low (50%) Income Limit – HUD 2022	
Household Size	Household Income
1	\$33,100
2	\$37,800
3	\$42,550
4	\$47,250
5	\$51,050
6	\$54,850
7	\$58,600
8	\$62,400

Douglas County employs guidelines as set forth in Chapter 5 of the [Department of Housing and Urban Development \(HUD\) Handbook](#)¹ in determining annual adjusted gross income. The following policies and procedures are direct quotes from this handbook.

Annual income is the amount of income that is used to determine a family's eligibility for assistance. Annual income is defined as follows:

- *All amounts, monetary or not, that go to or are received on behalf of the family head, spouse or co-head (even if the family member is temporarily absent), or any other family member; or*
- *All amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date.*

Annual income includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Self-attestation should be used whenever funding sources allow.

¹ https://www.hud.gov/sites/documents/doc_35615.pdf

Income information is defined in the Code of Federal Regulations, Title 24, Subtitle A, Part 5, Subpart B:

Income information means information relating to an individual's income, including:

(1) All employment income information known to current or previous employers or other income sources that Douglas County or other processing agency determines is necessary for purposes of determining an assistance applicant's or participant's eligibility for, or level of assistance in, a covered program;

(2) All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law;

(3) With respect to unemployment compensation:

(i) Whether an individual is receiving, has received, or has applied for unemployment compensation;

(ii) The amount of unemployment compensation the individual is receiving or is entitled to receive; and

(iii) The period with respect to which the individual actually received such compensation;

(4) Unearned IRS income and self-employment, wages and retirement income as described in the Internal Revenue Code, 26 U.S.C. 6103(l)(7); and

(5) Wage, social security (Title II), and supplemental security income (Title XVI) data obtained from the Social Security Administration.²

(b) Reside in a rental unit located in Douglas County.

(c) Submit and sign an online application.

(i) Online applications and the eligibility criteria self-attested therein are valid for thirty days from date of submission unless otherwise determined by the HSPM.

2.4 Eligible project costs

Project Funding may only be applied towards "Eligible project costs". Eligible Project costs:

(a) Include only:

² <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-B>

- (i) rent paid directly to landlord;
- (ii) security deposit paid directly to landlord;
- (iii) utilities paid directly to landlord;
- (iv) utilities paid directly to utility company;
- (v) supportive Services Stipends (SSSs) paid directly to Memorandum of Understanding (MOU)-partnering HSC agency;
- (vi) reasonable late fees subject to HSPM's discretion;
- (vii) other fees subject to Rent/Utility Assistance Program Manager's discretion.

(b) Do not include:

- (i) legal fees of any kind unless ordered by a district court judge;
- (ii) mortgage payments.

2.5 Assessment of Eligibility

HSC Application Processors, after receiving the application from the HSPM, will assess eligibility from application inputs, source documents, and self-attestations of applicant.

2.6 Funding arrangements

Funding will remain with Douglas County unless restricted to 501(c)3 organizations as determined by funders. In the case that 501(c)3 financial sponsorship is needed, Tenants to Homeowners will be the fiscal sponsor. Douglas County staff will perform all resource development, administration, and management.

Supportive Services Stipends (SSSs), as determined with individual agencies during the MOU writing process, will be disbursed on a quarterly basis. This is dependent on available SSS funding sources.

Douglas County does not owe SSS disbursements to any agencies who have not signed an MOU.

2.7 Application process

Application will open at the beginning of every month until funding is allocated.

2.8 How to apply

- (a)** Funding under this Rent/Utility Assistance Program is awarded to participants through an application process. To apply, an applicant must:
- (i)** Complete and sign the online application;

- application includes self-verification of hardship and agreement to Rent/Utility Assistance policies & procedures;
- (ii) Provide all supporting documentation to HSC Application Processor.
- (b) To assist an applicant in applying, the HSC Application Processor must:
 - (i) Assist applicant in retrieving required documentation;
 - (ii) Complete the e-document Proposal Form and Landlord Agreement;
 - (iii) Perform any additional supportive services as outlined in agency-specific MOUs.

2.9 Assessment

Annual assessments administered by the Human Services Program Manager (HSPM) will occur in March starting March 2023. This will include an assessment of the overall effectiveness Rent/Utility Assistance Program and of MOU-partnering agencies.

3 Communications

3.1 Communications with the media

All media enquiries or public announcements relating to the Rent/Utility Assistance Program will be coordinated and handled by Douglas County's Human Services Program Manager. Please direct all media enquires or public announcements to this position.

3.2 Confidentiality, privacy, and use of information

Douglas County will maintain controls in relation to the management of confidential information provided by applicants.

Douglas County may disclose information, including confidential information, of or provided by an applicant to the following parties:

- (a) To MOU-partnering community partners;
- (b) To community partners who have a release of information on file for the applicant and have shared such with the HSPM;
- (c) To any government agency or authority and its representatives and advisors, including for the purpose of assessing and verifying such information.

And for the following reasons:

- (d) To comply with or meet applicable standards of accountability of public money or established government policies, procedures or protocols;
- (e) To comply with or meet applicable standards of accountability of public money or established government policies, procedures or protocols or
- (f) If required to be disclosed by law.

Douglas County will not publicly share any information regarding applicants. Any personal information submitted as part of an application will not be shared by Douglas County or disclosed to any third party for any purpose(s) other than in connection with the intent of distributing rent and/or utility assistance to the benefit of the applicant and improving the quality of care and service for people in need. The following consent statement will be a required input of the application:

I give permission to Douglas County to collect and enter my personal household information into the Douglas County database. I understand that the data is shared with and used by authorized agencies in my community for the purposes of:

- 1. Assessing the needs of low income, homeless or other people with special needs in order to give better assistance and to improve their current or future situations.*
- 2. Improving the quality of care and service for people in need.*
- 3. Tracking the effectiveness of community efforts to meet the needs of people who have received assistance.*
- 4. Reporting data on an aggregate level that does not identify specific people or their personal information.*

I understand that:

- 1. All agencies that use the data will treat my information in a professional and confidential manner.*
- 2. Signing this release form does not guarantee that I will receive assistance.*
- 3. My information may be shared with a third party (utility provider, landlord, social service providers) in order to process the service I have requested.*
- 4. I have the right to a printed copy of my data file.*

All applications will be retained according to Douglas County's record retention policy.

3.3 Complaints

The decision in relation to an application is final and may not be appealed. If, however, an applicant has any concerns in relation to the application or assessment process, an applicant may raise their concerns in writing by contacting: Gabi Sprague, 785-424-5266, gsprague@douglascountyks.org

4 Terms and Conditions

4.1 Reservation of Rights

(a) Despite any provision of these Guidelines to the contrary, Douglas County reserves the right to administer the Rent/Utility Assistance Program and

conduct the process for the assessment and approval of applications to the Rent/Utility Assistance Program in such manner as it thinks fit, in its absolute discretion.

- (b)** Douglas County retains all rights and powers to make all decisions and actions in order to achieve the Rent/Utility Assistance Program objectives and Douglas County reserves the right, in its absolute discretion and at any time, to:
- (i)** Change the structure, procedures, nature, scope or timing of, or alter the terms of participation in the process or overall Rent/Utility Assistance Program (including submission and compliance of applications), where in such circumstances notice will be provided to partnering agencies;
 - (ii)** Vary or amend the eligibility or assessment criteria;
 - (iii)** Take into account any information from its own and other sources;
 - (iv)** Accept or reject any application, having regard to these Guidelines, the eligibility criteria, the assessment criteria or any other item, matter or thing which Douglas County considers relevant, including the limitations on the funds available for the Rent/Utility Assistance Program;
 - (v)** conduct due diligence investigations in respect of any applicant and subject applications to due diligence, technical, financial and economic appraisals;
 - (vi)** require an applicant to clarify or substantiate any claims, assumptions or commitment contained in an application or provide any additional information;
 - (vii)** terminate the further participation of any applicant in the application process;
 - (viii)** terminate or reinstate the Rent/Utility Assistance Program or any process in the Rent/Utility Assistance Program;
 - (ix)** not proceed with the Rent/Utility Assistance Program in the manner outlined in these Guidelines, or at all;
 - (x)** amend the nature, scope or timing of the Rent/Utility Assistance Program; and
 - (xi)** take such other action as it considers in its absolute discretion appropriate in relation to the Rent/Utility Assistance Program processes.
- (c)** Where, under these Guidelines, it is stated that Douglas County may exercise a right or discretion or perform any act or omit to perform any act, then unless stated otherwise Douglas County may do so at its sole and absolute discretion and will not be required to act, or be restrained from acting, in any

way or for any reason nor to take into account the interests of any third party (including an applicant or partnering agency).

- (d)** Douglas County's obligations in connection with the application process are limited to those expressly stated in these Guidelines.
- (e)** No contractual or legal relationship exists between Douglas County and an applicant in connection with the Rent/Utility Assistance Program, these Guidelines or the application process or any stage of the Rent/Utility Assistance Program.
- (f)** An applicant and its representatives or partnering agency and its representatives have no authority or power, and must not purport to have the authority or power to bind Douglas County, or make representations on behalf of Douglas County;

4.2 No Action

To the extent permitted by law, no partnering agency or applicant will have any claim of any kind whatsoever against Douglas County (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with:

- (a)** any costs, expenses, losses or liabilities suffered or incurred by the applicant in preparing and submitting rent/utility assistance applications (including any amendments, requests for further information by Douglas County, attendance at meetings or involvement in discussions) or otherwise in connection with the Rent/Utility Assistance Program;
- (b)** Douglas County at any time exercising or failing to exercise, in its absolute discretion, any rights it has under or in connection with the Rent/Utility Assistance Program; or
- (c)** any of the matters or things relevant to its application or the Rent/Utility Assistance Program in respect of which the applicant must satisfy itself under these Guidelines.
- (d)** Without limiting paragraph (a), if Douglas County cancels or varies the Rent/Utility Assistance Program at any time or does not select any applicant following its assessment of the applications, or does (or fails to do) any other thing referred to under clause 6.1 of these Guidelines, no applicant will have any claim against Douglas County arising from or in connection with any costs, expenses, losses or liabilities incurred by the applicant in preparing and submitting its application or otherwise in connection with or in relation to (whether directly or indirectly) the Rent/Utility Assistance Program.
- (e)** For the avoidance of doubt, each applicant and partnering agency:
 - (i)** participates in the Rent/Utility Assistance Program at its own risk;
 - and

(ii) is wholly responsible for its costs of applying for, participating in, or otherwise in connection with, the Rent/Utility Assistance Program.

4.3 Non-exhaustive

(a) These guidelines do not contain all of the information that applicants may require in reaching decisions in relation to whether or not to submit an application. Applicants must form their own views as to what information is relevant to such decisions.

4.4 Disclaimer

Douglas County makes no warranty or representation express or implied, and does not assume any duty of care to the applicants that the information in these Guidelines, or supplied in connection with the Rent/Utility Assistance Program (Information) is accurate, adequate, current, suitable or complete, or that the Information has been independently verified.

Douglas County accepts no responsibility whether arising from negligence or otherwise (except a liability that cannot lawfully be excluded) for any reliance placed upon the Information or interpretations placed on the Information by applicants.

4.5 Intellectual property

Any intellectual property rights that may exist in an application will remain the property of an applicant or the rightful owner of those intellectual property rights. Any part of an application considered to contain intellectual property rights should be clearly identified by an applicant.

4.6 Law

These guidelines are governed by the laws applicable in the United States and specifically in the state of Kansas.