



HomeFlex Program Requirements and Consideration for Award

Supportive Housing (“HAVEN”) Program Requirements

- A. The Owner is required to comply with AH’s *Statement of Policies for Supportive Housing* (“Supportive Housing Policies”) and policies and procedures related to the HomeFlex Program as piloted and implemented by AH using its flexibility as an MTW public housing agency.
- B. Because AH does not own or control the Owner’s housing units receiving HomeFlex for Supportive Housing, the Owner shall be responsible for leasing, operating and maintaining the HomeFlex Units in accordance with the Supportive Housing HomeFlex Agreement and Supportive Housing Policies.
 - 1. The Owner shall execute AH’s HAVEN HomeFlex Agreement.
 - 2. The term of the HAVEN HomeFlex Agreement shall be ten (10) years, unless AH, in its discretion, approves a longer term in its HomeFlex Commitment Letter to the Owner.
 - 3. The Owner and Service Provider shall enter into a Service Provider Agreement in a form approved by AH. An executed copy of the Service Provider Agreement shall be an exhibit to the Supportive Housing HomeFlex Agreement.
 - 4. The Owner shall complete the Supportive Housing Provider Report on a quarterly basis, at minimum, and forward to AH for review.
 - 5. The provisions controlling the business relationship between AH and the Owner shall be outlined in the Supportive Housing HomeFlex Agreement including, but not limited to, the Owner’s obligations related to selecting and entering into an agreement with a qualified Service Provider; site-based administration and other management obligations with respect to the operation of the HomeFlex Units; and the subsidy arrangement between the Owner and AH and the submission of reports, as required by AH, including selections and resolution of issues with respect to the performance of the Service Provider in discharging its duties pursuant to the Service Provider Agreement.
- C. The Owner is responsible for developing and implementing written operating procedures for housing units with HomeFlex for Supportive Housing (“Owner’s Operating Procedures”).
 - 1. The Owner’s Operating Procedures must be consistent with the Supportive Housing Policies and other AH policies and procedures related to HomeFlex as applicable to Supportive Housing, and to the requirements of other funding sources and Service Provider Agreements. To the extent that the Service Coordinator, funding sources and Service Providers have special requirements regarding the occupancy and conduct of Supportive Housing Participants with respect to their Service Plans, such requirements must be included in the Owner’s Operating Procedures.
 - 2. The Owner’s Operating Procedures must describe how Supportive Housing Participants are selected and admitted into Supportive Housing HomeFlex Units in coordination with the Service Provider

using referrals e provided by the Atlanta Continuum of Care (CoC), in alignment with its Coordinated Entry System.

3. The selection of qualified Supportive Housing Participants shall be made by the Service Provider in consultation with the Owner and in accordance with the provisions of the Service Provider Agreement. Supportive Housing Participant referrals shall be provided by the Atlanta Continuum of Care (CoC), in alignment with its Coordinated Entry System, to the Service Provider. The selection of qualified Supportive Housing Participants shall be made by the Service Provider in consultation with the Owner and in accordance with the provisions of the Service Provider Agreement. The Supportive Housing HomeFlex site (Owner and Service Provider) applies the eligibility and admission requirements as outlined in (Section that list criteria) and ensures Participant admissions are administered in an equitable and consistent manner. The Owner must maintain records regarding the selection and admission of Supportive Housing Participants and make such records available to AH upon AH's request.
 4. The Owner's Operating Procedures are subject to review by AH in order to ensure consistency with the intent of the Supportive Housing Policies.
- D. AH will follow the rent determination procedures established for the HomeFlex program in setting the rents for Supportive Housing for HomeFlex Units. When setting rents for single-room occupancy and congregate housing arrangements, AH will take into consideration the weighted value of shared facilities and amenities.
 - E. Owner will maintain the HomeFlex Units and meet all site and neighborhood requirements in accordance with AH Enhanced Inspection Standards.
 - F. The Owner cannot differentiate the HomeFlex Units from other units on the property nor concentrate such HomeFlex Units in a particular area or building.
 - G. An eligible Supportive Housing Participant must qualify as a member of a special needs population, such as the homeless, persons with disabilities, persons with mental health or developmental disabilities, U.S. military veterans, at-risk families and youth or other targeted groups who are enrolled in support services programs and who require a stable housing arrangement to ensure the effectiveness of their respective Service Plans. Eligible Supportive Housing Participants must fulfill the requirements of the Service Plan developed by the Service Provider as a condition of continued participation. The Owner's screening criteria in coordination with the Service Provider in the selection of eligible Supportive Housing Participants must meet Fair Housing and other federal requirements.
 - H. The National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321 et seq.) requires agencies to undertake an assessment of the environmental effects of their proposed actions, consider reasonable alternatives to proposed actions, and allow for public participation prior to taking actions and making decisions. United States Department of Housing and Urban Development (HUD) regulations implementing NEPA are contained in 24 CFR parts 50 and 58. An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state and local environmental standards.

Environmental review requirements, as found in 24 CFR parts 50 and 58, and the related federal laws and authorities, apply to all HUD-funded activities, including the Project Based Voucher (PBV) Program (24 CFR 983) for existing, new construction and substantial rehabilitation projects receiving PBV subsidy. As a result, all awards of PBV subsidy are conditional on the completion of an environmental review in accordance with 24 CFR § 983.58 prior to the execution of a Housing Assistance Payments (HAP) contract known as the AH HomeFlex Assistance Agreement (HomeFlex Agreement). AH will not enter into a HomeFlex Agreement with an awardee until one of the following occurs:

- The responsible entity¹ has completed the environmental review procedures required by 24 CFR part 58 and HUD has approved the environmental certification and request for release of funds; or
- The responsible entity has determined that the project to be assisted is exempt under 24 CFR § 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR § 58.35(b); or

- HUD has performed an environmental review under 24 CFR part 50 and has notified the PHA in writing of environmental approval of the site.

Because of this requirement, awardees may not take any action prohibited under 24 CFR § 983.58(d) (acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities) until the environmental process is completed.

In addition, until the completion of the environmental review process, additional funds (federal, private, or other) cannot be committed or expended and no work (including property acquisition) can be undertaken on the project until the responsible entity completes the environmental review and has received a Release of Federal Funds (ROFF) from HUD. If you decide to start construction or take any of these choice-limiting actions prior to the completion of the environmental review process, you risk losing your HomeFlex award as AH cannot provide federal funds to a project until the environmental review has been completed and approved by HUD. Lastly, if there are any environmental findings, awardees are required to carry out mitigating measures required by the responsible entity in order to enter into a HomeFlex Agreement.

Other Program Requirements

A. Criminal Screening

Owners selected to receive HomeFlex must deny admission to Owners and terminate participants if they or any member of their households who will be living with them:

1. Have been evicted from federally-assisted housing for drug-related criminal activity within the three (3) year period preceding application;
2. Are currently engaging in the illegal use of drugs;
3. Have ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally-assisted housing;
4. Are subject to a lifetime registration requirement under a State sex offender registration program; or
5. Are abusing or demonstrating a pattern of abuse of alcohol that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or neighbors.

Owners may consider any information presented by Owners or participants, or on their behalf, which might support a conclusion that they do not pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or neighbors. Such information could include the fact that the applicant or participant is participating in a program operated or monitored by Owners in which Owners are required to be crime-free or drug-free for a period of time prior to admission and in which participants are monitored for, and terminated for criminal involvement, drug use or alcohol abuse during, participation in the program.

B. Site-Based Administration and Coordinated Entry Referrals

Owner will retain a professional management agent for the entire rental community, including the HomeFlex Units, pursuant to a management agreement which will be prepared by the Owner and approved by AH, which approval shall not be unreasonably withheld, conditioned or delayed. The Owner, nevertheless, will remain responsible for the administration and management of the rental community and compliance with the terms of the HomeFlex Agreement.

Owner shall lease the HomeFlex Units to eligible households and maintain and operate the HomeFlex Units in compliance with all applicable requirements of the HUD regulations thereunder, including any waivers granted pursuant thereto, all as may be modified by the "MTW Agreement", while such agreement is in effect), the Administrative Plan, AH Inspection Standards and the HomeFlex Agreement (collectively, the preceding requirements are referred to as the "Applicable HomeFlex Requirements").

The selection of Owners for admission to occupancy of units in the rental community, including the HomeFlex Units, shall be the Owner's responsibility and a function of the management agent. AH, in accordance with the authority heretofore granted by HUD pursuant to the MTW Agreement, hereby authorizes the Owner to establish and administer Coordinated Entry referrals for admission to the HomeFlex Units. Admission to occupancy of the HomeFlex Units shall be limited to eligible households and the Owner must comply with the screening criteria established and set forth in Owner's management plan.

Owner, subject to delegation to the management agent to the Service Provider, shall carry out all administrative functions in connection with admission of Owners to occupancy of the HomeFlex Units. The aforementioned functions shall include:

1. Application intake,
2. Owner interview and screening,
3. Verification procedures,
4. Determination of eligibility and qualification for admission (including, but not limited to verification of compliance with AH's work requirement and/or an applicable individual supportive service plan),
5. Verification through AH's database or other systems established by AH for the purpose of determining whether Owners for HomeFlex Units have been denied assistance at or terminated from AH housing programs or housing owned or sponsored by AH,
6. Determination of the tenant portion of the rent,
7. Periodic re-certifications,
8. Record maintenance,
9. Administration of Coordinated Entry referrals (resident transfer list for persons with disabilities who require UFAS Accessible Units and immediate notice of unit vacancies to the Atlanta Continuum of Care's Coordinated Entry team), and
10. Applicable records of unit assignment and lease executions, all in accordance with criteria and procedures approved by the AH and set forth in Owner's management plan.

C. HomeFlex vs. Tenant-Based Vouchers

AH's Housing Choice Policies articulate the broad policy basis for and authorize the establishment of administrative procedures and practices that govern AH's Housing Choice tenant-based voucher program. Those Housing Choice Policies generally provide that tenant-based vouchers and AH's HomeFlex program will be operated as two separate programs. Notwithstanding that policy, AH will consider the award of HomeFlex to qualified Owners with properties that include residential units currently assisted with Housing Choice tenant-based vouchers. Owners or Developers of properties that receive HomeFlex from AH, qualify for and receive low-income housing tax credits, may not deny admission to qualified tenants assisted with Housing Choice vouchers.

D. AH Jurisdiction and Intergovernmental Agreement Requirements

AH's area of operation, as defined by State law, is the City of Atlanta and any area within ten (10) miles of the territorial boundaries of the city of Atlanta ("AH's Jurisdiction"). Project Applications must be for multifamily projects within AH's Jurisdiction. In the event the units covered by the Project Application are located outside of the territorial boundaries of the City of Atlanta (a "Non-Atlanta Project"), but within the jurisdictional boundaries of another housing authority, then the Respondent shall be responsible for contacting such housing authority and obtaining a letter of intent from that housing authority (the "IGA LOI") pursuant to which it agrees (contingent on AH's award of a HomeFlex Commitment) to enter into an intergovernmental agreement with AH authorizing AH to operate within the other housing authority's jurisdiction with respect to provision of HomeFlex to the Non-Atlanta Project. If the Project Application is

for a Non-Atlanta Project (a “Non-Atlanta Project Application”), the Respondent must submit a current IGA LOI with its Project Application.

If the Non-Atlanta Project Application is approved by AH, the Owner must then seek and obtain (1) the consent, by duly adopted resolution of the housing authority’s governing board, of such other housing authority to enter into an intergovernmental agreement with AH; and (2) the adoption of a resolution of the governing body of such other city or county where the other housing is located declaring that there is a need for AH to exercise its powers within the territorial boundaries of the other city or county. The Owner would then be responsible for facilitating the drafting of an intergovernmental agreement between AH and the other housing authority. AH’s Board of Commissioners also would have to approve the intergovernmental agreement and authorize AH to enter into a HomeFlex Agreement with the Owner.

Non-Discrimination and Other Federal Requirements

Owner or Developer will comply with the following requirements, as applicable:

- A. The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; and the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;
- B. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1;
- C. Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146; and
- D. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8, including the Uniform Federal Accessibility Standards, 24 CFR Part 40, App. A; Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., and regulations issued thereunder, 28 CFR Parts 35 and 36; the Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157; and Section 109 of the Housing Community Development Act of 1974 (Section 109), 42 U.S.C. 5301 et seq., and regulations issued thereunder, 24 CFR 570.601 and 570.602.¹
- E. The Davis-Bacon Act requires the payment of prevailing wage rates (as determined by the Department of Labor) to laborers and mechanics on federally-assisted construction projects in excess of \$2,000. Also, pursuant to 24 CFR § 983.154, the Owner’s or Developer’s contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development or rehabilitation of the housing (with nine or more contract units) using HomeFlex.

The following relates to the wage determinations for New Construction and Substantial Rehabilitation projects:

1. **Residential - Less than four (4) stories**

Pursuant to Title 29 CFR Parts 1.5 and 1.6(b), a Residential wage determination is issued for this construction project. Residential wages apply to new and substantial rehabilitation of single-family homes and apartment buildings of **less than four (4) stories**. Accordingly, the wages of laborers and mechanics will be monitored for compliance with labor standards.

2. **Building - More than four (4) stories**

Pursuant to Title 29 CFR 1.5 and 1.6(b), a Building wage determination is issued for this construction project. Building wages apply to new and substantial rehabilitation of structures of

¹ Existing multi-family properties first occupied after March 13, 1991 are required to meet the accessibility requirements of the Fair Housing Act. The Fair Housing Act requirements are not identical to UFAS and require only basic accessibility. However, housing units receiving HomeFlex subsidy are covered by Section 504, and therefore, are expected to comply with UFAS. The number of units subject to the Section 504 requirement will be 5% of the total number of HomeFlex Units (or one HomeFlex Unit if there are less than twenty HomeFlex Units in the existing multi-family property). AHA may require Owner to obtain an architect’s certification that the property complies with UFAS.

more than four (4) stories, typically warehouses, machinery and equipment storages facilities etc. Accordingly, the wages of laborers and mechanics will be monitored for compliance with labor standards.

Owners proposing projects within the city of Atlanta bear the responsibility of ensuring that the appropriate wage decision is included with the Project Application. As referenced above, the construction type for this NOFA is either **Residential** or **Building**. No other construction categories apply. Davis-Bacon wage decisions may be accessed via the following link: <http://www.access.gpo.gov/davisbacon/ga.html>

- F. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 135.

Application Selection Process

The Application selection process is designed for AH to enter into HomeFlex contract(s) with Owner(s) presenting the best value as evaluated by a panel considering the individual Factors for Selection and the overall value of a proposed HomeFlex contract from their combined value to Atlanta Housing and its program participants.

Owners must provide all information outlined in the Selection Criteria to be considered responsive.

Applications will also be selected based on the feasibility of the Owner's answer to the Selection factors as well as the costs and proposed management structures for offering eligible housing and administration of HomeFlex units.

Owners will be selected based on the following Selection Criteria:

	Selection Criteria
1	Owner Information
2	Supportive Service Programming
3	Proposed Rental Opportunity
4	Ownership of Rental Opportunity
5	Site Management Plan
6	Uniform Federal Accessibility Standards (UFAS)
7	Financial Feasibility
8	References

The establishment, application and interpretation of the above Selection Criteria shall be solely within the discretion of AH.

Selection and Award

A Selection Committee shall be established to evaluate applications based on the Selection Factors set forth above. Applications will be evaluated on an individual basis.

One or more technical advisors with the required expertise may provide information and advise the Selection Committee on technical matters.

The relative weight of the Selection Criteria will be recorded for each Application. The absolute weights of each factor as applied to the selection of real property cannot be determined absent their application to a unique real estate opportunity. The Factors for Selection will take into account important program and property characteristics, as well as the experience level and qualifications of the combined Landlord/Management Team/Service Provider team. The selection or non-selection of an Owner based on the Selection Criteria, shall be within AH's sole discretion. The

Selection Committee reserves the right to visit proposed sites, verify information submitted in the HomeFlex Rental Application and contact Owners to clarify information provided. AH may conduct formal interviews of certain Owners who are determined to be qualified based upon selection of the Application.

Owners will be advised, in writing, of any ineligible submissions.

Atlanta Housing reserves the right at any time during the selection process to reconsider any Application submitted and to meet with any Owner to gather additional information.

Atlanta Housing reserves the right to reject an award to an Owner during contract negotiations if: (1) Owner and Atlanta Housing cannot agree to mutual terms for the contract, or (2) Owner causes delay that, in AH's discretion, causes a hardship to Atlanta Housing.

An Application receiving an acceptable selection from the Selection Committee will be submitted to AH's Board of Commissioners for approval, subject to the availability of funding. If approved, Atlanta Housing will send the Owner a Commitment Letter stating that the Owner must meet required compliance standards and execute the HomeFlex Agreement within a specified timeframe from the date of notification. AH's obligation to enter into the HomeFlex Agreement is conditioned upon: (i) the satisfactory completion of an environmental review of the property containing the development, and the satisfactory completion of a final financial feasibility and subsidy layering review; (ii) the Owner obtaining final certificates of occupancy issued by the governing jurisdiction (and delivering copies to AH); (iii) certification of Uniform Federal Accessibility Standard ("UFAS") compliance for at least five percent (5%) of the number of total HomeFlex Assisted Units; and (iv) the Owner's compliance with and adherence to AH's Clean Hands Policy, and all requirements of applicable law, including, but not limited to, the labor standards of Davis-Bacon and related acts and the requirements of Section 504 of the Rehabilitation Act of 1973 including regulations under 24 C.F.R. Part E for Uniform Federal Accessibility Standards ("UFAS").

If the Owner fails to execute the HomeFlex Agreement within specified timeframe, the Commitment Letter will expire without further notice from Atlanta Housing unless the Owner requests an extension, in writing. AH, in its discretion, may or may not grant such extension based on the reasons supporting the request.

Provided the Application meets all requirements of this NOFA, funding is available for the proposed units and AH has approved the award of funds, AH will enter into a HomeFlex Agreement for an initial term from two (2) up to ten (10) years with options for possible extensions, provided the Owner remains in compliance with the HomeFlex Agreement and has an executed Supportive Service Agreement for the term of the HomeFlex agreement, as determined by Atlanta Housing.
