

## **2022 Construction Housing Inflation Response Program (CHIRP) Invitation to Participate (ITP)**

Florida Housing Finance Corporation (the Corporation) is offering funding to assist competitive projects in the development pipeline experiencing cost increases related to market inflation. CHIRP funding is intended to fill the funding gap experienced due to increased construction costs. CHIRP funding is not intended to support operating expenses or enhance cash flow. Applicants with an Active Award of Competitive Housing Credits or Competitive SAIL funding will have the opportunity to select National Housing Trust Funds (NHTF), Home Investment Partnerships Program (HOME) from the American Rescue Plan Act (HOME-ARP), additional Competitive Housing Credits, or loan funding as further explained below. A description of the process, commitments associated with each funding source, and the required forms are described below.

The Corporation has made efforts to maintain the viability of projects in the development pipeline and continues to believe it is beneficial to deliver much-needed affordable housing units in communities in a timely manner. In recognition of recent increases in construction costs, the Corporation expects to make additional funding available to Developments with an Active Award that can demonstrate verifiable cost increases, subject to sizing parameters listed in Exhibit C.

**Prior to 3:00 p.m. on July 5, 2022**, interested Applicants must submit the completed Exhibit A of this ITP confirming that the proposed Development of the Active Award meets the requirements contained herein. The documentation and a link called "Upload Application Package" can be found on the webpage <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2022/2022-chirp> (also available by clicking [here](#)). The Applicant can then upload both the completed Exhibit A (Word document) and the Attachment 1 (.pdf document). Once submitted to the Corporation, the Corporation will then reserve funds for interested Applicants to proceed. While the Corporation anticipates it will have enough funding to meet all requests, reservations of funding will be made on a First Qualified, First Served process and submission is not a guarantee of funding availability.

If you have any questions regarding this ITP, please contact Marisa Button, Managing Director of Multifamily Programs at Florida Housing Finance Corporation, by telephone at 850-488-4197 or by email at [marisa.button@floridahousing.org](mailto:marisa.button@floridahousing.org).

*The Corporation reserves the right to accept or reject any or all Applications received as a result of this ITP. The Corporation may modify the ITP at any time prior to July 5, 2022 and any ITP modifications will be posted on the Corporation's website. It is the sole responsibility of the Applicant to check the Corporation's website for any ITP modifications.*

### **A. Criteria and timing**

Applicants will continue to be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application. Applicants that are awarded funding through this ITP must meet the following requirements:

- Applicants must apply for permitting no later than 60 days from the Application submission, regardless of the date that the Active Award meets the First Qualified, First Served definition in Exhibit B;

- The Credit Underwriting Report will be completed or updated as applicable prior to October 31, 2022; and
- Applicants must close on the limited partnership agreement and, if applicable, Corporation funding and construction funding by the earlier of the existing closing deadlines for the Active Award (excluding Rule extension requests that require Board approval) or January 31, 2023.

To be eligible to apply in this ITP, prior to submission of the Application in this ITP, the Application must meet the following conditions:

- A verifiable financing gap must exist with a deferred Developer Fee of at least 30 percent subject to sizing parameters listed in Exhibit C;
- The Applicant of the Active Award has not closed on the Limited Partnership Agreement, Tax-Exempt Bond financing, or any other Corporation funding (excluding Pre-Development Loan Program funding (PLP) and Elderly Housing Community Loan (EHCL) funding);
- The Applicant of the Active Award has not recorded a Notice of Commencement with the appropriate local jurisdiction as of April 29, 2022;
- The Active Award did not include Community Development Block Grant — Disaster Recovery Programs funding (CDBG-DR) or HOME Investment Partnerships Program Funding (HOME)
- The Original Application did not qualify as a Self-Sourced Application funded in RFAs 2019-116, 2020-205, or 2021-205;
- The Applicant of the Active Award has not, prior to the submission of the Application in this ITP, returned the allocation for the Active Award to the Corporation; and
- The Applicant of the Active Award was awarded in one of the RFAs listed below:

Applications that applied in the following RFA that meet all other eligibility criteria are eligible for additional funding	Applicants with an Active Award are eligible for NHTF	Applicants with an Active Award are eligible for HOME-ARP	Applicants with an Active Award are eligible for additional Competitive HC	Applicants with an Active Award are eligible for additional loan funding
RFA 2018-109 Development Viability Loan Funding	Yes	Yes	Yes	No
RFA 2019-116 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits	Yes, if new construction or Redevelopment	Yes, if new construction or Redevelopment	No	Yes
RFA 2020-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties	Yes	Yes	Yes	No
RFA 2020-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas	Yes	Yes	Yes	No

Applications that applied in the following RFA that meet all other eligibility criteria are eligible for additional funding	Applicants with an Active Award are eligible for NHTF	Applicants with an Active Award are eligible for HOME-ARP	Applicants with an Active Award are eligible for additional Competitive HC	Applicants with an Active Award are eligible for additional loan funding
RFA 2020-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County	Yes	Yes	Yes	No
RFA 2020-204 Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments	No	No	Yes	No
RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits	Yes, if new construction or Redevelopment	Yes, if new construction or Redevelopment	No	Yes
RFA 2020-208 SAIL and Housing Credit Financing for the Construction of Workforce Housing	Yes	Yes	No	Yes
RFA 2021-102 SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs	Yes	Yes	No	Yes
RFA 2021-103 Housing Credit and SAIL Financing to Develop Housing for Homeless Persons	Yes	Yes	No	Yes
RFA 2021-106 Financing to Develop Housing for Persons with Disabling Conditions/ Developmental Disabilities	Yes	Yes	No	Yes
RFA 2021-108 Financing For The Development Of Housing For Persons With Developmental Disabilities	Yes	Yes	Yes	No
RFA 2021-208 SAIL and Housing Credit Financing for the Construction of Workforce Housing	Yes	Yes	No	Yes
RFA 2021-211 Development Viability Loan Funding – if Active Award was Competitive Housing Credits only	Yes	Yes	Yes	No
RFA 2021-211 Development Viability Loan Funding – if Active Award was <u>not</u> Competitive Housing Credits only	Yes	Yes	No	Yes
RFA 2021-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties	Yes	Yes	Yes	No
RFA 2021-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas	Yes	Yes	Yes	No
RFA 2021-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County	Yes	Yes	Yes	No

Applications that applied in the following RFA that meet all other eligibility criteria are eligible for additional funding	Applicants with an Active Award are eligible for NHTF	Applicants with an Active Award are eligible for HOME-ARP	Applicants with an Active Award are eligible for additional Competitive HC	Applicants with an Active Award are eligible for additional loan funding
RFA 2021-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits	Yes, if new construction or Redevelopment	Yes, if new construction or Redevelopment	No	Yes
2019 RFAs, or other 2020 RFAs not listed but still meet all other above criteria including timing requirements	Yes, if new construction or Redevelopment	Yes, if new construction or Redevelopment	No	No

**B. Required Information**

1. State the name of the Applicant. The name of the Applicant in this ITP must be the same as the Active Award.

2. Authorized Principal Representative

Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative in this ITP must be the same as the Active Award.

3. Provide the name of the Development of the Active Award.

If Corporation staff or the Corporation’s Board of Directors has approved a change to the name of the proposed Development, state the approved name.

4. Indicate the county where the proposed Development will be located.

5. Select the RFA in which the Active Award was awarded funding.

6. State the Application Number of the Active Award.

7. Demographic Commitment

Select the Demographic Commitment from the Original Application. If Corporation staff or the Corporation’s Board of Directors has approved a change to the Demographic Commitment, state the approved Demographic Commitment in Exhibit A.

8. Units

The Applicant must state the total number of new construction and/or Rehabilitation units, which may not be less than the total number of units committed to in the Original Application.

If Corporation staff or the Corporation's Board of Directors has approved a change to the number of units, state the approved number of units.

**C. Applicants Requesting National Housing Trust Funds (NHTF) or Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP)**

Any Active Award Applicant may request to utilize NHTF or HOME-ARP Funding instead of the Competitive Housing Credits or loan funding on a per unit basis for any unit that does not currently also receive NHTF or HOME-ARP, up to the lesser of the following: the amount needed to make the Development viable using sizing parameters in Exhibit C, the maximum per Development as outlined below, or 10 total units\*.

Applicants that are awarded through this ITP NHTF or HOME-ARP are not eligible to be awarded additional Housing Credits or additional loan funding through this ITP.

\*The 10 total units would include any NHTF Units commitments already associated with the Active Award.

Procedure

Initially, for Applicants that choose this option, the funding awarded in this ITP will be calculated using NHTF Funding. NHTF Funding is a forgivable loan as outlined in Exhibit D.

If the NHTF award amount calculated would make the Active Award viable and all NHTF Requirements can be met, the Active Award will receive NHTF Funding and continue through credit underwriting. Applicants will be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application. Applicants that select NHTF/HOME-ARP Funding will not be held to the provisions in paragraph F and should submit "Not Applicable" as **Attachment 1**.

If the regulatory requirements of NHTF cannot be met, even if the NHTF award amount calculated would make the Active Award viable, the funding awarded in this RFA will be re-calculated using HOME-ARP. The HOME-ARP funding awarded in this ITP is a forgivable loan as outlined in Exhibit E.

If the HOME-ARP award amount calculated would make the Active Award viable and all HOME-ARP Requirements can be met, the Active Award will receive HOME-ARP Funding and continue through credit underwriting. Applicants will be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application. Applicants that select NHTF/HOME-ARP Funding will not be held to the provisions in paragraph F and should submit "Not Applicable" as **Attachment 1**.

If the Application is seeking NHTF or HOME-ARP but is found to not be eligible for NHTF or HOME-ARP due to not able to meet the requirements described below for either NHTF or HOME-ARP or because the Application is not viable using either NHTF or HOME-ARP, the Applicant may apply for Competitive Housing Credits or loan funding through this ITP under paragraphs D., E., and F. below.

1. NHTF/HOME-ARP per unit amount

NHTF/HOME-ARP funding is awarded based on a per unit amount. The award amount is based on whether the new NHTF or HOME-ARP Unit is converted from a unit original designated an Extremely Low-Income (ELI) Unit or a higher Area Median Income (AMI).

**NHTF/HOME-ARP Per Unit Amounts for each unit converted from an ELI Unit**

County	Request per Unit	County	Request per Unit	County	Request per Unit
Alachua	\$199,300	Hardee	\$151,200	Okaloosa	\$214,200
Baker	\$200,500	Hendry	\$151,200	Okeechobee	\$151,200
Bay	\$182,900	Hernando	\$201,200	Orange	\$207,700
Bradford	\$156,900	Highlands	\$151,200	Osceola	\$207,700
Brevard	\$197,800	Hillsborough	\$201,200	Palm Beach	\$232,900
Broward	\$239,400	Holmes	\$151,200	Pasco	\$201,200
Calhoun	\$151,200	Indian River	\$198,600	Pinellas	\$201,200
Charlotte	\$176,400	Jackson	\$151,200	Polk	\$168,000
Citrus	\$151,200	Jefferson	\$207,700	Putnam	\$151,200
Clay	\$203,900	Lafayette	\$155,400	Saint Johns	\$203,900
Collier	\$229,500	Lake	\$207,700	Saint Lucie	\$194,400
Columbia	\$160,400	Lee	\$195,900	Santa Rosa	\$187,900
DeSoto	\$151,200	Leon	\$207,700	Sarasota	\$210,400
Dixie	\$151,200	Levy	\$151,200	Seminole	\$207,700
Duval	\$203,900	Liberty	\$151,200	Sumter	\$183,300
Escambia	\$187,900	Madison	\$151,200	Suwannee	\$151,200
Flagler	\$187,100	Manatee	\$210,400	Taylor	\$151,200
Franklin	\$158,500	Marion	\$151,600	Union	\$151,200
Gadsden	\$207,700	Martin	\$194,400	Volusia	\$177,900
Gilchrist	\$199,300	Miami-Dade	\$245,900	Wakulla	\$198,900
Glades	\$151,200	Monroe	\$276,800	Walton	\$189,400
Gulf	\$159,600	Nassau	\$203,900	Washington	\$151,200
Hamilton	\$151,200				

**NHTF/HOME-ARP Per Unit Amounts for each unit converted from units set aside at AMI's higher than the ELI Level**

<b>Construction Type</b>	<b>Miami-Dade, Broward, Palm Beach Counties</b>	<b>Remainder of Florida</b>
Garden – Non-ESS	N/A	\$260,000
Garden – Concrete	\$295,000	\$275,000
Mid-Rise – Non-ESS	N/A	\$275,000
Mid-Rise – Concrete	\$315,000	\$290,000
High-Rise	\$370,000	\$335,000

\*N/A means the Construction Type is not allowed or is inappropriate for the location.

**2. NHTF Unit Requirements**

Applicants that apply for NHTF Funding in this ITP may deem up to 10 units\* as NHTF Units if the units meet the requirements below. The per unit amount above will be applied to the NHTF Units, up to the amount needed to make the Development viable using sizing parameters in Exhibit C.

\*The 10 total units would include any NHTF Units commitments already associated with the Active Award.

Applications that are awarded NHTF Funding must meet all of the following requirements:

- a. All NHTF Units must be set aside as Link Units for Persons with Special Needs who are referred by a Corporation-designated Special Needs Household Referral Agency;
- b. All Applicants must be compliant with the Environmental Provisions 24 CFR § 93.301(f)(1) New Construction. The HUD Compliance Checklist is provided on the webpage <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2022/2022-chirp> (also available by clicking [here](#));
- c. NHTF funding can be used to support ELI Set-Aside Units, as set forth below, if they are not also receiving PBRA on the same ELI Set-Aside Units;
- d. After 30 years, all of the NHTF Units may convert to serve residents at or below the unit's original AMI; however, the Link Unit requirement will still remain for the full Compliance Period of 50 years; and

e. The number of NHTF Units and the Area Median Income (AMI) that the NHTF Units will serve will be calculated as stated below:

- For Developments that committed to a county ELI level of 33% or below in the Active Award, which includes Applicants that committed to the Average Income Test in the Active Award:

Up to the lesser of either five ELI Units or 50 percent of the ELI commitment, rounded up, may be converted to NHTF Units. The per unit amount awarded for these units will be based on the chart in 1. above called “NHTF/HOME-ARP Per Unit Amounts for each unit converted from an ELI Unit.” These NHTF Units will serve the 22 percent AMI and must meet all other NHTF Unit Requirements described above.

The balance of the NHTF Units remaining (from the maximum of 10 NHTF Units) will be converted from units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units is not available). The per unit amount awarded for these units will be based on the chart in 1. above called “NHTF/HOME-ARP Per Unit Amounts for each unit converted from units set aside at AMI’s higher than the ELI Level.” These NHTF Units will serve the 30 percent AMI and must meet all other NHTF Unit Requirements described above.

- For Developments that committed to a county ELI level above 33% in the Active Award:

Up to the lesser of either eight ELI Units or 75 percent of the ELI commitment, rounded up, may be converted to NHTF Units. The per unit amount awarded for these units will be based on the chart in 1. above called “NHTF/HOME-ARP Per Unit Amounts for each unit converted from an ELI Unit.” These NHTF Units will serve the 22 percent AMI and must meet all other NHTF Unit Requirements described above.

The balance of the NHTF Units (from the maximum of 10 NHTF Units) will be converted from units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units is not available). The per unit amount awarded for these units will be based on the chart in 1. above called “NHTF/HOME-ARP Per Unit Amounts for each unit converted from units set aside at AMI’s higher than the ELI Level.” These NHTF Units will serve the 30 percent AMI and must meet all other NHTF Unit Requirements described above.

Note: If the Active Award included ELI Loan Funding, the Applicant is still eligible for NHTF Funding. The maximum NHTF award amount will be calculated by multiplying the per unit amount above by the number of NHTF Units, minus any ELI Loan Funding that was part of the Active Award, up to the amount needed to make the Development viable, using sizing parameters in Exhibit C.

NHTF provisions are found in Exhibit D.



### 3. HOME-ARP Unit Requirements

If the NHTF award amount calculated would make the Active Award viable, however the requirements of NHTF cannot be met, the funding awarded in this ITP will be re-calculated using HOME-ARP. Applicants that apply for HOME-ARP Funding in this ITP may deem up to 10 units as HOME-ARP Units if the units meet the requirements below. The per unit amount above will be applied to the HOME-ARP Units, up to the amount needed to make the Development viable using sizing parameters in Exhibit C.

Applications that are awarded HOME-ARP Funding must meet all of the following requirements:

- a. All HOME-ARP Units must be set aside as Link Units for Persons with Special Needs who are referred by a Corporation-designated Special Needs Household Referral Agency;
- b. All HOME-ARP Units will be committed to serving at least one of the Qualifying Populations outlined in Exhibit E;
- c. HOME-ARP funding can be used to support ELI Set-Aside Units, as set forth below, if they are not also receiving PBRA on the same units;
- d. After 30 years, all of the HOME-ARP Units may convert to serve residents at or below the unit's original AMI; however, the Link Units requirements will still remain for the full Compliance Period of 50 years;
- e. The number of HOME-ARP Units and the Area Median Income (AMI) that the HOME-ARP Units will serve will be calculated as stated below:
  - Developments that committed to a county ELI level of 33% or below in the Active Award, which includes Applicants that committed to the Average Income Test in the Active Award

Up to the lesser of either five ELI Units or 50 percent of the ELI commitment, rounded up, may be converted to HOME-ARP Units. The per unit amount awarded for these units will be based on the chart in 1. above called "NHTF/HOME-ARP Per Unit Amounts for each unit converted from an ELI Unit." These HOME-ARP Units will serve the 22 percent AMI and must meet all other HOME-ARP Unit Requirements described above.

The balance of the HOME-ARP Units remaining (from the maximum of 10 HOME-ARP Units) will be converted from units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units is not available). The per unit amount awarded for these units will be based on the chart in 1. above called "NHTF/HOME-ARP Per Unit Amounts for each unit converted from units set aside at AMI's higher than the ELI Level." These HOME-ARP Units will serve the 30 percent AMI and must meet all other HOME-ARP Unit Requirements described above.

- Developments that committed to a county ELI level above 33% in the Active Award

Up to the lesser of either eight ELI Units or 75 percent of the ELI commitment, rounded up, may be converted to HOME-ARP Units. The per unit amount awarded for these units will be based on the chart in 1. above called "NHTF/HOME-ARP Per Unit Amounts for each unit converted from an ELI Unit." These HOME-ARP Units will serve the 22 percent AMI and must meet all other HOME-ARP Unit Requirements described above.

The balance of the HOME-ARP Units (from the maximum of 10 HOME-ARP Units) will be converted from units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units is not available). The per unit amount awarded for these units will be based on the chart in 1. above called "NHTF/HOME-ARP Per Unit Amounts for each unit converted from units set aside at AMI's higher than the ELI Level." These HOME-ARP Units will serve the 30 percent AMI and must meet all other HOME-ARP Unit Requirements described above.

Note: If the Active Award included ELI Loan Funding, the Applicant is still eligible for HOME-ARP Funding. The maximum HOME-ARP award amount will be calculated by multiplying the per unit amount above by the number of HOME-ARP Units, minus any ELI Loan Funding that was part of the Active Award, up to the amount needed to make the Development viable, using sizing parameters in Exhibit C.

- e. Low HOME Rents are utilized

Low HOME Rent charts are available on the Corporation's Website at <https://www.floridahousing.org/owners-and-managers/compliance/rent-limits> (also accessible by clicking [here](#)).

**D. Applications that are not requesting NHTF or HOME-ARP Funding in this ITP, and the Active Award is eligible for additional Competitive HC**

Using the chart in section A of this ITP, Applicants not requesting NHTF or HOME-ARP Funding in this ITP may be eligible to apply for additional Competitive Housing Credits. The actual award amount will be sized in credit underwriting, as explained in Exhibit C. Applicants must apply for the additional Competitive Housing Credits in Exhibit A and also select option F.1. or F.2. below. If no option is selected, option F.2. will be implemented.

If the Applicant was also awarded funding in RFAs 2018-109 or 2021-211 Development Viability Loan Funding, Applicants that select this option will be required to return the Viability Loan Funding award and will be sized for funding in this ITP using the sizing parameters in Exhibit C.

**E. Applications that are not requesting NHTF or HOME-ARP Funding in this ITP, and the Active Award is eligible for additional loan funding**

Using the chart in section A of this ITP, Applicants not requesting NHTF or HOME-ARP Funding in this ITP may be eligible to apply for additional loan funding. The actual award amount will be sized in credit underwriting, as explained in Exhibit C. Applicants must apply for the additional loan funding in Exhibit A and also select option F.1. or F.2. below. If no option is selected, option F.2. will be implemented.

If the Applicant was also awarded funding in RFA 2021-211 Development Viability Loan Funding, Applicants that select this option will be required to return the Viability Loan Funding award and will be sized for funding in this ITP using the sizing parameters in Exhibit C.

**F. Required Choice for Applications that are not requesting NHTF or HOME-ARP Funding in this ITP**

Applicants that are not requesting NHTF or HOME-ARP Funding in this ITP must either return a recent Competitive Award **OR** commit to a limited number of Priority I Applications in certain RFAs in the 2022/2023 Funding Cycle by selecting option 1. or 2. below.

**1. Criteria for return of recent Competitive Award**

An Application will be deemed a Returned Award if all of the following are met:

- a. At least one Principal of the Applicant of the Active Award is also a Principal of the Applicant in the Returned Award;
- b. The Application has not closed on any Corporation Funding (with the exception of PLP) and has not received IRS form(s) 8609;
- c. The Application was awarded Competitive Funding through an RFA;
- d. The name of the Development, the Application Number of the Application, and the name of at least one Principal of the Applicant in this ITP that is also a Principal of the Application are provided in Exhibit A; and
- e. A letter is included **as Attachment 1** that meets the following:
  - (1) The letter is signed by the Authorized Principal Representative of the Returned Award; and
  - (2) The letter acknowledges that the Returned Award is withdrawn from all awarded Corporation funding.

The Returned Award will be considered withdrawn effective as of the date the Application in this ITP is submitted and the letter is received by the Corporation. This is not revokable. The Returned Award will not be considered a Withdrawn

Application for the purpose of any withdrawal disincentive points in any future RFA.

The same Returned Award may be used in up to three Applications in response to this ITP if the following are met among the Shared Applications:

- The Shared Applications must have at least one identical Principal of the Applicant;
- The maximum of three Shared Applications are listed in Exhibit A;
- The withdrawal letter provided as Attachment 1 is identical among all Shared Applications.

Applicants that meet the criteria for a “Returned Award” **will not be held** to any of the limitations on Priority I Applications described below.

2. Commit to a limited number of Priority I Applications in certain RFAs in the 2022/2023 Funding Cycle, based on funding awarded in this ITP

If an Applicant in this ITP commits to this option, all Principals of an Active Award will be limited to how many Priority I Applications can be submitted in a Future Corresponding RFA in the 2022/2023 Funding Cycle with one exception\*; however, the limit on the number of Priority I Applications may be adjusted further if the Applicant of an Active Award qualifies for the Quick Close Incentive described in 2.b. below.

\*If an Applicant of an Active Award is a joint venture Applicant that involves a Public Housing Authority (PHA) or an instrumentality of a PHA, the Principals of the PHA or the Principals of the instrumentality of that Active Award will not be held to the limitations described below. Others Principals of the Active Award will be held to the limitations described below.

- a. Identifying Future Corresponding RFAs

<b>RFA in which the Active Award was funded</b>	<b>Future Corresponding RFA</b>
RFA 2018-109 Development Viability Loan Funding	Applicable 2022 Competitive Housing Credit Geographic RFA*
RFA 2019-116 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits*	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2020-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties	RFA 2022-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties
RFA 2020-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas	RFA 2022-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas

<b>RFA in which the Active Award was funded</b>	<b>Future Corresponding RFA</b>
RFA 2020-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County	RFA 2022-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County
RFA 2020-204 Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits*	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2020-208 SAIL and Housing Credit Financing for the Construction of Workforce Housing	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2021-102 SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2021-103 Housing Credit and SAIL Financing to Develop Housing for Homeless Persons	Applicable 2022 Competitive Housing Credit Geographic RFA*
RFA 2021-106 Financing to Develop Housing for Persons with Disabling Conditions/ Developmental Disabilities	Applicable 2022 Competitive Housing Credit Geographic RFA*
RFA 2021-108 Financing For The Development Of Housing For Persons With Developmental Disabilities	Applicable 2022 Competitive Housing Credit Geographic RFA*
RFA 2021-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties	RFA 2022-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties
RFA 2021-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas	RFA 2022-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach, Pinellas
RFA 2021-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County	RFA 2022-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County
RFA 2021-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits*	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2021-208 SAIL and Housing Credit Financing for the Construction of Workforce Housing	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
RFA 2021-211 Development Viability Loan Funding – if Active Award was Competitive Housing Credits only	Applicable 2022 Competitive Housing Credit Geographic RFA*
RFA 2021-211 Development Viability Loan Funding – if Active Award was <u>not</u> Competitive Housing Credits only	RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits
2019 RFAs, or other 2020 or 2021 RFAs not listed	Applicable 2022 Competitive Housing Credit Geographic RFA*

\* The Applicable 2022 Competitive Housing Credit Geographic RFA means either RFA 2022-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties; RFA 2022-202 Credit Financing for Affordable Housing Developments Located in Broward, Duval, Hillsborough, Orange, Palm Beach,

Pinellas; or RFA 2022-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County. Determining the Applicable 2022 Competitive Housing Credit Geographic RFA for purposes of this provision is based on the county of the proposed Development of the Active Award. (i.e., If the Active Award was for a proposed Development in Leon County, which is a Medium County, the Applicable 2022 Competitive Housing Credit Geographic RFA is RFA 2022-201 Housing Credit Financing For Affordable Housing Developments Located In Medium And Small Counties.)

b. Limit on number of Priority I Applications that may be submitted in the Future Corresponding RFA in the 2022/2023 Funding Cycle

The following point calculations are used for determining how many Priority I Applications can be submitted by a Principal\* in a Future Corresponding RFA. If a Principal\* is a Principal\* of multiple Applications with the same Future Corresponding RFA, the average number of Points for Determining the Priority I Applications for the Future Corresponding RFA will be used for the number of Priority I Applications that may be submitted (“Average Value”).

\*If an Applicant of an Active Award is a joint venture Applicant that involves a Public Housing Authority (PHA) or an instrumentality of a PHA, the Principals of the PHA or the Principals of the instrumentality of that Active Award will not be held to the limitations described below. Others Principals of the Active Award will be held to the limitations described below.

- (1) Within each Future Corresponding RFA, if a Principal has an Average Value of at least one Point for Determining the Priority I Applications, but less than two Points, the Principal will be limited to submitting no more than two Priority I Application in the Future Corresponding RFA.
- (2) Within each Future Corresponding RFA, if a Principal has an Average Value of at least two Points for Determining the Priority I Applications, but less than three Points, the Principal will be limited to submitting no more than one Priority I Application in the Future Corresponding RFA.
- (3) Within each Future Corresponding RFA, if a Principal has an Average Value of three Points for Determining the Priority I Applications, the Principal will be limited to submitting no Priority I Applications in the Future Corresponding RFA.

c. Assigning Points for Determining the Priority I Applications

- (1) If the Active Award was previously awarded in RFAs 2018-109 or 2021-211 Development Viability Loan Funding

If the Application received loan funding through RFAs 2018-109 or 2021-211 and is awarded additional Competitive Housing Credits or additional loan funding in this ITP, regardless of the amount, all Principals of the Active Award will be assigned three Points for Determining the Priority I Applications in the Future Corresponding RFA.

Note: The Applicant will be required to return the funding awarded in RFAs 2018-109 or 2021-211 before the resizing process will occur in response to this ITP.

(2) If additional Competitive Housing Credits are awarded to an Active Award that was not previously awarded in RFAs 2018-109 or 2021-211 Development Viability Loan Funding

(a) All Principals of an Active Award will be assigned three Points for Determining the Priority I Applications in the Future Corresponding RFA for each Active Award awarded between \$350,000 - \$500,000 in additional Competitive Housing Credit funding through this ITP.

(b) All Principals of an Active Award will be assigned two Points for Determining the Priority I Applications in the Future Corresponding RFA for each Active Award awarded between \$200,000 - \$349,999 in additional Competitive Housing Credit funding through this ITP.

(c) All Principals of an Active Award will be assigned one Point for Determining the Priority I Applications in the Future Corresponding RFA for each Active Award awarded less than \$200,000 in additional Competitive Housing Credit funding awarded through this ITP.

(3) If additional loan funding is awarded to an Active Award that was not previously awarded in RFAs 2018-109 or 2021-211 Development Viability Loan Funding

(a) All Principals of an Active Award will be assigned three Points for Determining the Priority I Applications in the Future Corresponding RFA if (i) the Active Award is awarded between \$3,000,000 and \$4,300,000 in additional loan funding awarded through this ITP; AND (ii) the result of adding the total of all SAIL and, if applicable, ELI Loan Funding received in both this ITP plus the Active Award, then dividing by the Total Development Cost is more than 17.5 percent.

(b) All Principals of an Active Award will be assigned two Points for Determining the Priority I Applications in the Future Corresponding RFA if (i) the Active Award awarded between \$1,750,000 to \$2,999,999 in additional loan funding awarded through this ITP; AND (ii) the result of adding the total of all SAIL and, if applicable, ELI Loan Funding received in both this ITP plus the Active Award, then dividing by the Total Development Cost is more than 17.5 percent.

- (c) All Principals of an Active Award will be assigned one Point for Determining the Priority I Applications in the Future Corresponding RFA if (i) the Active Award awarded less than \$1,749,999 in additional loan funding awarded through this ITP; **or** (ii) the result of adding the total of all SAIL and, if applicable, ELI Loan Funding received in both this ITP plus the Active Award, then dividing by the Total Development Cost is less than 17.5 percent.

d. Quick Close Incentive

If the Applicant closes on the limited partnership agreement if applicable, and all construction funding including Corporation funding, if applicable, by the earlier of the existing closing deadlines for the Active Award or November 10, 2022, (the anticipated issue date for the 2022 Geographic RFAs and 2022 SAIL Family/Elderly RFA), the Principals for the Active Award will qualify for the Quick Close Incentive.

If an Application qualifies for the Quick Close Incentive, the Points for Determining the Priority I Applications associated with that qualifying Application will be removed. The Average Value will then be recalculated using the Points for Determining the Priority I Applications of the remaining Active Awards.

If the updated Average Value is lower than the initial Average Value, the updated Average Value will be used for determining the number of Priority I Applications that can be submitted. If the updated Average Value is higher than the initial Average Value, the Corporation will calculate the Average Value again using the Points for Determining the Priority I Applications of the remaining Active Awards minus 1.

e. Example

Joe Smith applies for funding through this ITP for the following Applications:

- Application 1 is an Active Award through RFA 2020-201 and awarded \$350,000 in additional Competitive Housing Credits. The Future Corresponding RFA is RFA 2022-201.
- Application 2 is an Active Award through RFA 2020-201 and awarded \$200,000 in additional Competitive Housing Credits. The Future Corresponding RFA is RFA 2022-201.
- Application 3 was initially awarded through RFA 2021-211 and is applying through this ITP. It is awarded \$150,000 in additional Competitive Housing Credits. The Future Corresponding RFA is RFA 2022-201.
- Application 4 is an Active Award through RFA 2020-205 and awarded \$2,000,000 in additional loan funding. The Future Corresponding RFA is RFA 2022-205.



<b>Application #</b>	<b>Award Amount</b>	<b>Future Corresponding RFA</b>	<b># of Assigned Points for Determining the Priority I Applications in the Future Corresponding RFA</b>
Application 1	\$350,000 in HC	RFA 2022-201	3
Application 2	\$200,000 in HC	RFA 2022-201	2
Application 3	First was awarded in RFA 2021-211, now awarded \$150,000 in HC	RFA 2022-201	3
Application 4	\$2,000,000 in loan funding	RFA 2022-205	2

The Average Value in RFA 2022-201 is 2.67, and Joe is limited to submitting 1 Priority I Application in RFA 2022-201.

The Average Value in RFA 2022-205: 2.0, and Joe is limited to submitting 1 Priority I Application in RFA 2022-205.

Additionally, if Application 2 qualifies for the Quick Close Incentive, Applications 1 and 3 will be averaged together. The recalculated Average Value in RFA 2022-201 will be 3.0; however, because this is higher than the original Average Value of 2.67, the Corporation will reduce the total number of Points for Determining the Priority I Applications by 1 prior to averaging, providing an updated Average Value of 2.5 ((3 + 3 – 1) divided by 2).

**G. Complete the Acknowledgement found in Exhibit A**

## Exhibit A to Invitation to Participate (ITP) for 2022 CHIRP Application and Acknowledgement

The undersigned hereby acknowledges the requirements set forth in this Invitation to Participate (ITP) and will begin the process described above.

### A. Criteria and Timing

The eligibility criteria and timing requirements are outlined in this ITP.

### B. Required Information

1. Name of Applicant

[Click here to enter text.](#)

2. Contact Person

Provide the contact information for the person that meets the Authorized Principal Representative criteria. The Authorized Principal Representative in this ITP must be the same as the Active Award.

First Name: [Click here to enter text.](#)

Middle Initial: [Click here to enter text.](#)

Last Name: [Click here to enter text.](#)

Organization: [Click here to enter text.](#)

Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State: [Choose a state.](#)

Zip: [Click here to enter text.](#)

Telephone: [Area Code 7 digit number extension](#)

E-Mail Address: [Click here to enter text.](#)

3. Name of Proposed Development of the Active Award:

[Click here to enter text.](#)

4. County: [Choose a county.](#)

5. RFA in which the Active Award was made: [Choose an item.](#)

If the option "Other 2019 or 2020 RFA" was selected, state the RFA number: [Click here to enter text.](#)

Note: Applicants that select "Other 2019 or 2020 RFA" are only eligible for NHTF or HOME-ARP Funding through this ITP.

6. Original Funding Application Number Assigned by the Corporation: [Click here to enter text.](#)

7. Demographic Commitment: [Choose an item.](#)
8. State the number of units: [Click here to enter text.](#)

**C. Applicants Requesting National Housing Trust Funds (NHTF) or Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP)**

Does the Applicant request National Housing Trust Funds (NHTF) or Home Investment Partnerships Program (HOME) From The American Rescue Plan Act (HOME-ARP)?

[Choose an item.](#)

If “Yes”, answer the following additional questions:

Does the Active Award also have local HOME funds?

[Choose an item.](#)

How many HOME assisted units are associated with the Development?

[Click here to enter text.](#)

Has the Part 50/58 HOME environmental review been started or completed?

[Choose an item.](#)

Applicants that select NHTF/HOME-ARP Funding will not be held to the provisions in paragraph F and should submit “Not Applicable” as **Attachment 1**.

**D. Applications that are not requesting NHTF or HOME-ARP Funding in this ITP, and the Active Award is eligible for Competitive Housing Credits**

If the Applicant of this ITP meets all eligibility criteria and has an Active that is eligible for additional Competitive Housing Credits, does the Applicant request additional Competitive Housing Credits?

[Choose an item.](#)

The Applicant must also select option F.1. or F.2. below. If no option is selected, option F.2. will be implemented.

**E. Applications that are not requesting NHTF or HOME-ARP Funding in this ITP, and the Active Award is eligible for additional loan funding**

If the Applicant of this ITP meets all eligibility criteria and has an Active Award that is eligible for additional loan funding, does the Applicant request additional loan funding?

[Choose an item.](#)

The Applicant must also select option F.1. or F.2. below. If no option is selected, option F.2. will be implemented.

**F. Required Choice for Applications that are not requesting NHTF or HOME-ARP Funding in this ITP**

Applicants that are not requesting NHTF or HOME-ARP Funding in this ITP must either return a recent Competitive Award **OR** commit to a limited number of Priority I Applications in certain RFAs in the 2022/2023 Funding Cycle by selecting option 1. or 2. below.

1. Return of recent Competitive Housing Credit Award (“Returned Award”)

a. Withdrawal of recent award

A Withdrawal Letter signed by the Authorized Principal Representative of the Returned Award has been provided as **Attachment 1** providing the required information outlined in ITP.

Does the Applicant commit to withdraw a recent Competitive Award?

[Choose an item.](#)

If “Yes”, provide the required withdrawal letter as **Attachment 1** and answer the questions below:

Name of Development of the Returned Award

[Click here to enter text.](#)

Application Number of Returned Award

[Click here to enter text.](#)

Name of at least one Principal of the Applicant of the Active Award that is also a Principal of the Applicant in the Returned Award

[Click here to enter text.](#)

The Returned Award will not be considered a Withdrawn Application for the purpose of any withdrawal disincentive points in any future RFA.

b. Up to three Shared Applications in this ITP may use on the same Returned Award

If applicable, include a list up to three Applications that meet the requirements to be considered Shared Applications in the ITP:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

The Returned Award will be considered withdrawn effective as of the date the Application in this ITP is submitted and the letter is received by the Corporation. This is not revokable. The Returned Award will not be considered a Withdrawn Application for the purpose of any withdrawal disincentive points in any future RFA.

- b. Commit to a limited number of Priority I Applications in certain RFAs in the 2022/2023 Funding Cycle, based on funding awarded in this ITP

If an Applicant in this ITP commits to this option, All Principals of an Active Award will be limited to how many Priority I Applications can be submitted in a Future Corresponding RFA in the 2022/2023 Funding Cycle.

Does the Applicant commit to limit the number of Priority I Applications in the Future Corresponding RFA as outlined in the ITP?

[Choose an item.](#)

Note: Points for Determining the Priority I Applications associated with Active Awards that qualify for the Quick Close Incentive will be removed and the average value of Points for Determining the Priority I Applications will be recalculated as further explained in the ITP.

Applicants that select F.2. will not be held to the provisions in paragraph F.1. and should submit "Not Applicable" as **Attachment 1**.

## ACKNOWLEDGEMENT

The undersigned hereby acknowledges the requirements set forth in this Invitation to Participate and will begin the process described above. Additionally, the undersigned hereby commits to the following:

- The Applicant will continue to be held to the terms and conditions of the RFA under which the Active Award was made and the applicable rule chapter in effect at the time of the Original Application;
- There will be an additional program fee stated in the RFA of the Active Award. The actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins;
- The Applicant must apply for permitting no later than 60 days from the Application submission, regardless of the date that the Active Award meets the First Qualified, First Served definition in Exhibit B;
- The Applicant agrees that it will not independently request priority for review from any third-party including but not limited to the appraiser, construction consultant, or credit underwriter;
- The Applicant understands that the Credit Underwriting Report will be completed or updated as applicable prior to October 31, 2022; and

- The Applicant must close on the limited partnership agreement and, if applicable, Corporation funding and construction funding by the earlier of the existing closing deadlines for the Active Award (excluding Rule extension requests that require Board approval) or January 31, 2023.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct, and complete.

Signature of Authorized Principal Representative\*:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

\*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

## Exhibit B - Definitions

<p>“Active Award”</p>	<p>An award through one of the following Request for Applications: 2018-109, 2019-116, 2020-201, 2020-202, 2020-203, 2020-204, 2020-205, 2020-208, 2021-102, 2021-103, 201-106, 2021-108, 2021-201, 2021-202, 2021-203, 2021-205, 2021-211 , or certain 2019 RFAs or 2020 RFAs that, as of Submission of Application to this ITP, have not yet closed on their Limited Partnership Agreement, Tax-Exempt Bond financing, or other Corporation funding (excluding Pre-Development Loan Program (PLP) or Elderly Community Housing Loan (EHCL) funding), have not recorded a Notice of Commencement with the appropriate local jurisdiction, have not received a final credit underwriting report, and have not returned the allocation to the Corporation.</p>
<p>“First Qualified, First Served”</p>	<p>The credit underwriter will prioritize Active Awards for underwriting report completion or update letter, as applicable, that have (i) complete architectural plans that are also ready to be submitted to the plan and cost review engineer; (ii) a schedule of values that had been updated within 30 days from the submission to the credit underwriter; and (iii) Development Cost Pro Forma that had been updated within 30 days from the submission to the credit underwriter.</p>
<p>“Original Application”</p>	<p>The successful RFA Application associated with the Active Award.</p>

## Exhibit C – Sizing the Award

Sources of funding must equal Total Development Costs. CHIRP funding is intended to fill the funding gap experienced due to increased construction costs. CHIRP funding is not intended to support operating expenses or enhance cash flow. The credit underwriter assigned to the Application will determine the maximum amount of funding to be made available to the Applicant using the sizing parameters below. Once the maximum has been determined, the Applicant has the option to accept the sized funding amount or request less than this maximum.

### CHIRP Sizing Parameters

1. The maximum CHIRP amount will be the lesser of (a) the maximum determined via a gap analysis (Total Development Costs less permanent funding sources, subject to minimum funding sources); (b) per funding maximum dollar limits outlined in this ITP, or (c) 30 percent of the updated General Contractor contract, inclusive of verified construction cost increases, plus other increased development costs related to these increased construction costs and the additional funding amount. The other increased development costs identified in (c) are limited to (i) developer fee, (ii) Corporation fees and (iii) construction financing as reviewed and approved by the credit underwriter.
2. Gap Analysis
  - a. Permanent Funding Sources must equal Total Development Costs, inclusive of the verified increased construction costs.
  - b. Permanent First Mortgage Amount

The Permanent Funding Sources will include a permanent first mortgage that will be the greater of all possible minimum first mortgages. Any permanent first mortgage updated cannot enhance (improve) the debt coverage ratio over the existing debt coverage ratio for CHIRP sizing purposes.

    - If an Applicant has a board-approved Credit Underwriting Report (CUR), a previously finalized staff-approved competitive housing credit CUR, or a more recently approved update letter, the amount of the first mortgage in the most recently approved report or update letter will be used as one of the minimum first mortgage amounts.
    - If a CUR has not yet been approved, the actual first mortgage provided to the credit underwriter will be used as one of the minimum first mortgage amounts.
      - For Active Awards without Competitive Housing Credits, if the actual first mortgage amount is being updated, then a minimum first mortgage amount will be sized based on a debt service coverage ratio limitation acceptable to the Regulated Mortgage Lender, but not to exceed 1.30x for CHIRP sizing purposes.
      - If the Active Award includes Competitive Housing Credits, the greater of the actual first mortgage or the minimum first mortgage amount as determined by the minimum qualifying first mortgage process referred to in Rule Chapter 67-48.0072(28)(g) will be used.



- If the Active Award includes SAIL financing, the first mortgage will be tested to also meet the requirements of Rule Chapter 67-48.0072(11) regarding a maximum debt service coverage of 1.50x including all superior mortgages.
- If the debt service coverage exceeds 1.50x, the actual first mortgage will be increased for CHIRP sizing purposes to an amount to meet this requirement.

If an Applicant intends to update an existing cashflow proforma to incorporate 2022 rents and update the permanent first mortgage, the credit underwriter may require an updated appraisal to support the new rents and updated operating expenses. Any permanent first mortgage updated in this manner cannot enhance (improve) the debt coverage ratio over the existing debt coverage ratio for CHIRP sizing purposes. If the actual updated debt coverage ratio is enhanced by this process, the credit underwriter and staff will increase the updated permanent first mortgage to match the prior debt coverage ratio for CHIRP sizing purposes. The amount of the permanent first mortgage utilized for CHIRP sizing purposes must be acceptable to the credit underwriter and staff.

a. Subordinate Financing

The credit underwriter and staff will utilize all known permanent subordinate financing sources including local government subsidies, seller financing, any Active Award loan or grant funding and any other permanent funding source acceptable to the credit underwriter and staff.

b. Housing Credit Equity

The credit underwriter and staff will utilize the greater of the actual housing credit equity documented by the syndicator in a form acceptable to the credit underwriter and staff, or, when competitive housing credits are being utilized, the amount calculated using Rule Chapter 67-48.0072(28).

c. Deferred Developer Fee

The credit underwriter and staff will assume a deferred developer fee equal to 30 percent of the total Developer Fee exclusive of any operating deficit reserve portion that is part of a 21 percent Developer Fee (which will be equal to up to 5 percent of Development Cost).

d. Sizing the Gap Funding Amount

Take the Total Development Costs less all Permanent Financing Sources provided above, exclusive of any CHIRP funding. If the CHIRP funding is in the form of a loan, then this difference is one of the maximum amounts used to size the CHIRP funding. If the CHIRP funding is in the form of additional competitive housing credits, then this funding shortfall difference is converted to an additional competitive housing credit allocation using a process to determine the least amount of additional allocation via the actual housing credit pricing and amount of allocation being purchased or the manner described in Rule Chapter 67-48.0072(28).

If the CHIRP funding is a loan, Rule and RFA loan-to-cost ratios must be met. If the initially sized amount exceeds any RFA or Rule limitations, the initially sized loan will be

reduced to meet these limitations. SAIL loan-to-cost limits are inclusive of any ELI funding awarded to the Development.

3. Per Development Funding Limits

If the Active Award is to be increased with competitive housing credits, the maximum amount of the increase is \$500,000 per Development. If the Active Award is to be increased with loan funding, the maximum amount of the increase is \$4,300,000 per Development.

The sizing process will be repeated at time of final cost certification when housing credits are part of the funding. At time of final cost certification, the increased Active Award can be sized to be lower but not increased.

## Exhibit D – Credit Underwriting Procedures for the NHTF Forgivable Loan

The applicable credit underwriting, program requirements and loan terms and conditions for the NHTF Loan are outlined below.

### 1. Credit Underwriting Procedures for the NHTF Loan

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the NHTF Loan.
- b. The credit underwriting for the NHTF Loan will be accomplished along with the credit underwriting for the Active Award. The Credit Underwriter may request additional information at any time during the credit underwriting process for the NHTF Loan.
- c. The Credit Underwriter's loan recommendations for the NHTF Loan will be sent to the Board for approval at the time the Active Award recommendation(s) are sent.
- d. A firm loan commitment for the NHTF Loan will be issued at the time the firm loan commitment(s) for the Active Award is issued or, in the case of an Active Award of 9% Housing Credits only, by the deadlines outlined in subsection 67-48.0072(21), F.A.C.
- e. The NHTF Loan must close by the deadlines outlined in Subsection 67-48.0072(26), F.A.C.

### 2. Terms and Conditions of the NHTF Loan

NHTF Loans will be subject to the credit underwriting provisions outlined in Section 1 above and the loan provisions outlined below:

- a. The terms and conditions of the NHTF Loan shall be as follows:
  - (1) The NHTF Loan may be in a first, second, or other subordinated lien position;
  - (2) The NHTF Loan shall:
    - (a) Have the amount based on the funding requirements set forth in this ITP; and
    - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the NHTF Loan, with the principal forgivable at maturity provided the units for which the NHTF Loan amount is awarded are targeted as NHTF Units for the first 30 years of the Compliance Period. The minimum term of the NHTF Loan is 30 years; and
    - (c) Up to 33.33 percent of the NHTF award can be used as an operating deficit reserve for operations associated with deeper income targeting for the NHTF units over 30 years.

- (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
  - (4) The NHTF Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
  - (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for NHTF Units is discovered during the course of compliance monitoring or by any other means;
  - (6) Rent controls for the NHTF Units shall be restricted at the level applicable for federal Housing Credits;
  - (7) The documents creating, evidencing or securing each NHTF Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the NHTF Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and
  - (8) The Compliance Period includes the NHTF Units. After 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire affordability period.
- b. The NHTF Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
  - (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the NHTF Loan for the period originally specified or longer; and
  - (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in this ITP.

- c. NHTF Loan construction disbursements and permanent loan servicing shall be based on the following:
- (1) NHTF Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the NHTF Loan to the Total Development Cost, unless approved by the Credit Underwriter;
  - (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection;
  - (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;
  - (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;
  - (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
    - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
    - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
  - (6) The servicer may request submission of revised construction budgets;
  - (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a

fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter; and

- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the NHTF Loan Agreement.

### **3. Additional NHTF Unit Requirements**

Applicants will be required to comply with the following requirements and provide the following information:

- a. General Information Notice

In accordance with the Uniform Relocation Act (URA), as part of 24 CFR Part 92, a Development receiving NHTF funds must provide a notice to all tenants informing them of their rights under the URA in accordance with Chapter 2 of the HUD Handbook 1378\*. The proper manner of notice is provided in this Handbook. A copy of each General Information Notice must be provided to each tenant, not just tenants in NHTF Units. By the due date outlined in the invitation to enter credit underwriting, the Applicant must provide to the Corporation a copy of each General Information Notice for each occupied unit. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered.

- b. Certification of Consistency with the Consolidated Plan

During the credit underwriting process, the Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan. Developments located in entitlement jurisdictions should request a certification of consistency letter from the appropriate authorities in that jurisdiction (typically, the community development staff). Developments located in non-entitlement jurisdictions (e.g. small non-entitlement cities or unincorporated areas of counties) should request a certification of consistency letter from the state. To request a certification of consistency letter from the state (or if you are not sure which Consolidated Plan applies to the location of your proposed HOME Development), please contact:

Florida Housing Finance Corporation  
HOME staff  
850-488-4197

c. Other Federal Requirements

(1) HUD Environmental Requirements

All Applicants awarded NHTF Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Applicants that qualify as Non-Profit Applicants will not be charged a fee for the environmental review.

(2) Debarment and Suspension

Owners and contractors are prohibited from employing, awarding contracts, or funding any contractors or subcontractors that have been debarred, suspended, proposed for debarment or placed on ineligibility status by HUD. In addition, any owners who are debarred, suspended, proposed for debarment, or ineligible will be ineligible for funding. Therefore, a certification must be executed by the contractor for compliance with debarment and suspension regulations. During the credit underwriting process the Applicant will be required to provide the executed certification form\*.

(3) Lead Based Paint

If the Development was built before 1978, Lead Based Paint Regulations may apply. See 24 CFR Part 35 for exemptions. During the credit underwriting process, the Applicant must certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

If the Applicant is purchasing the property and the Development was built before 1978, provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form\*, signed by both the buyer and the seller.

(4) Section 3

Each Applicant shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on funded projects in the community. The Applicant shall keep records to document the number of low- and moderate-income people who are hired to work on funded projects.

(5) Flood

The Applicant shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, as applicable.

(6) Historic Preservation

The Applicant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, as applicable. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

\*Documents can be found on the RFA Webpage.



## **Exhibit E – Additional Information for the HOME-ARP Loan**

The applicable credit underwriting, program requirements and loan terms and conditions for the HOME-ARP Loan are outlined below.

### **1. Credit Underwriting Procedures for the HOME-ARP Loan**

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the HOME-ARP Loan.
- b. The credit underwriting for the HOME-ARP Loan will be accomplished along with the credit underwriting for the Active Award. The Credit Underwriter may request additional information at any time during the credit underwriting process for the HOME-ARP Loan.
- c. The Credit Underwriter's loan recommendations for the HOME-ARP Loan will be sent to the Board for approval at the time the Active Award recommendation(s) are sent.
- d. A firm loan commitment for the HOME-ARP Loan will be issued at the time the firm loan commitment(s) for the Active Award is issued or, in the case of an Active Award of 9% Housing Credits only, by the deadlines outlined in subsection 67-48.0072(21), F.A.C.
- e. The HOME-ARP Loan must close by the deadlines outlined in Subsection 67-48.0072(26), F.A.C.

### **2. Terms and Conditions of the HOME-ARP Loan**

HOME-ARP Loans will be subject to the credit underwriting provisions outlined in Section 1 above and the loan provisions outlined below:

- a. The terms and conditions of the HOME-ARP Loan shall be as follows:
  - (1) The HOME-ARP Loan may be in a first, second, or other subordinated lien position;
  - (2) The HOME-ARP Loan shall:
    - (a) Have the amount based on the funding requirements set forth in this ITP; and
    - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the HOME-ARP Loan, with the principal forgivable at maturity provided the units for which the HOME-ARP Loan amount is awarded are targeted as HOME-ARP Units for the first 30 years of the Compliance Period. The minimum term of the HOME-ARP Loan is 30 years; and

- (c) Up to 33.33 percent of the HOME-ARP award can be used as an operating deficit reserve for operations associated with deeper income targeting for the HOME-ARP units over 30 years.
  - (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
  - (4) The HOME-ARP Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
  - (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for HOME-ARP Units is discovered during the course of compliance monitoring or by any other means;
  - (6) Rent controls for the HOME-ARP Units shall be restricted at the level applicable for federal Housing Credits;
  - (7) The documents creating, evidencing or securing each HOME-ARP Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the HOME-ARP Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and
  - (8) The Compliance Period includes the HOME-ARP Units. After 30 years, all of the HOME-ARP Units may convert to serve residents at or below 60 percent AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire affordability period.
- b. The HOME-ARP Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
  - (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the HOME-ARP Loan for the period originally specified or longer; and

- (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in this ITP.

- c. HOME-ARP Loan construction disbursements and permanent loan servicing shall be based on the following:
  - (1) HOME-ARP Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the HOME-ARP Loan to the Total Development Cost, unless approved by the Credit Underwriter;
  - (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection;
  - (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;
  - (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;
  - (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
    - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
    - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
  - (6) The servicer may request submission of revised construction budgets;

- (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter; and
- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the HOME-ARP Loan Agreement.

### **3. Additional HOME-ARP Unit Requirements**

Applicants will be required to comply with the following requirements and provide the following information:

a. General Information Notice

In accordance with the Uniform Relocation Act (URA), as part of 24 CFR Part 92, a Development receiving HOME-ARP funds must provide a notice to all tenants informing them of their rights under the URA in accordance with Chapter 2 of the HUD Handbook 1378\*. The proper manner of notice is provided in this Handbook. A copy of each General Information Notice must be provided to each tenant, not just tenants in HOME-ARP Units. By the due date outlined in the invitation to enter credit underwriting, the Applicant must provide to the Corporation a copy of each General Information Notice for each occupied unit. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered.

b. Certification of Consistency with the Consolidated Plan

During the credit underwriting process, the Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan. Developments located in entitlement jurisdictions should request a certification of consistency letter from the appropriate authorities in that jurisdiction (typically, the community development staff). Developments located in non-entitlement jurisdictions (e.g. small non-entitlement cities or unincorporated areas of counties) should request a certification of consistency letter from the state. To request a certification of consistency letter from the state (or if you are not sure which Consolidated Plan applies to the location of your proposed HOME Development), please contact:

Florida Housing Finance Corporation  
HOME staff  
850-488-4197

c. Other Federal Requirements

(1) HUD Environmental Requirements

All Applicants awarded HOME-ARP Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR Part 92 and 24 CFR Part 58. Applicants that qualify as Non-Profit Applicants will not be charged a fee for the environmental review.

(2) Debarment and Suspension

Owners and contractors are prohibited from employing, awarding contracts, or funding any contractors or subcontractors that have been debarred, suspended, proposed for debarment or placed on ineligibility status by HUD. In addition, any owners who are debarred, suspended, proposed for debarment, or ineligible will be ineligible for funding. Therefore, a certification must be executed by the contractor for compliance with debarment and suspension regulations. During the credit underwriting process the Applicant will be required to provide the executed certification form\*.

(3) Lead Based Paint

If the Development was built before 1978, Lead Based Paint Regulations may apply. See 24 CFR Part 35 for exemptions. During the credit underwriting process, the Applicant must certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

If the Applicant is purchasing the property and the Development was built before 1978, provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form\*, signed by both the buyer and the seller.

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The Applicant shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, as applicable.

(6) Historic Preservation

The Applicant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, as applicable. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## HOME-ARP Qualifying Populations

### From Part IV, A. of HUD Notice: CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program

#### 1. Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3):

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

## **2. At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness:**

(1) An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.** For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by: 1) A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship); 2) A

person with whom the victim shares a child in common; 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person: 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: a. The length of the relationship; b. The type of relationship; and c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) Fear for the person's individual safety or the safety of others; or 2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as: 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**4. Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below: (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be



terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.