

Exhibit 1
Georgia Department of Community Affairs (“DCA”)
Housing Finance Division
SFY 2010 and SFY 2011 Georgia Home Access
Program Description

Purpose	DCA has formed a collaborative agreement with the Brain and Spinal Injury Trust Fund Commission (BSITFC) to improve the accessibility of homes in which an individual or family with a traumatic brain injury or spinal cord injury resides. These funds will provide for home modifications that will be completed by Contract Administrators.	
Eligible Beneficiaries	A homeowner of a unit in which an individual with a qualified disability determination by BSITFC utilizes the home as their primary residence, who has a total household income of less than 80% of the state average area median income adjusted for family size as defined by HUD. Those income limits adjusted for family size are:	
	One Person: \$34,250	Two Person: \$39,150
	Three Person: \$44,050	Four Person: \$48,950
	Five Person: \$52,900	Six Person: \$56,800
	Seven Person: \$60,700	Eight Person: \$64,650
Disability Determination	A member of a household is disabled when they are able to be approved by the BSITFC with required supporting Social Security Disability Determination Letter, a certified denial from SSI which states a disability (impairment) exists but the individual is not income eligible for funds, a letter from an acceptable medical practitioner that indicates the existence of a disability or other required documentation. Social Security Administration’s website ‘Listing of Impairments” can be found at: www.ssa.gov/disability/professionals/bluebook/listing-impairments.htm	
Eligible Activities	BSITFC funds may be used to provide for the following activities: <ul style="list-style-type: none">• Widening of interior/exterior doorways.• Construction of wheelchair ramps.• Bathroom retrofitting, including installation of grab bars, roll-in showers, and accessible sinks and toilets.• Installation of stair or porch lifts.• Improving the accessibility of kitchens.• Lowering or adjusting shelving in closets.• Installation of visual aids and audible alarms.• Local Building Code inspections of work completed by an independent third party.	
	Additional accessibility related activities must receive prior approval from DCA. Requests must be modest in design.	

Ineligible Activities	Work typically associated with the “rehabilitation” of a housing unit is not eligible, including roof repair, plumbing, heating or electrical improvements not associated with the installation of eligible accessibility improvements. Expanding the building’s footprint is not eligible.
Eligible Applicants	Organizations will be designated Contract Administrators if they possess a 501(c)3 or 501(c)4 status, including faith-based organizations, community action agencies, and/or regional development centers that have experience with administering accessibility modifications, weatherization repairs, or construction improvements, or the capacity to partner with these agencies to successfully administer the program. New Contract Administrators will be solicited through a Request for Qualifications (RFQ) issued by the Georgia Department of Community Affairs and this will be available on an ongoing basis to ensure geographical coverage for the state.
Contract Administrator Determination	<p>RFQs will be solicited and selection will be reviewed and based on the following criteria:</p> <ul style="list-style-type: none"> • 501(c) 3 or 501(c) 4 status. • Financial status of the organization as indicated by the most recent audited financial statements of the organization prepared in accordance with generally accepted accounting principles. • Evidence of Contract Administrator’s experience/history in providing accessibility, weatherization and/or construction activities for a minimum of two (2) years, or a demonstrated partnership with an entity with such experience. • Contract Administrator’s plan to provide intake services and their overall staff project management capacity. • Documented need (wait list) for services within the community or service area. • The geographic service area of the Contract Administrator within the state. • Commitment to attend the program overview session(s). • Current Contract Administrators that have completed a minimum of one (1) project under the 2009 Home Access Program can automatically be qualified as a 2010/2011 Contract Administrator upon request. <p>Selection of a Contract Administrator will be made at DCA’s sole and absolute discretion.</p>
Disbursement	Funds will be reserved to the Contract Administrator upon the approval of a completed reservation request for an Eligible Beneficiary. Upon completion of construction, the Contract Administrator will submit a pay request to DCA for review, approval and disbursement of reserved funds on a per project basis. Funds will be processed by Electronic Funds

Transfer (EFT) directly to the Contract Administrator. Change orders/amendments will be reviewed on a case by case basis.

Funding Terms

- Awarding of BSITFC funds may be used to fund the accessibility modification costs to be completed on a housing unit thru a DCA-approved Contract Administrator.
- Administrative costs can be billed per project by the Contract Administrator for costs that will include: intake assessment, project management, development of work scope, staff salaries and fringe benefits. For activities associated with the construction of a ramp only, a total of \$350.00 will be paid to the Contract Administrator. For multi-activity projects a total of \$500.00 will be paid to the Contract Administrator. Administrative costs will only be considered for approved projects.
- Contract Administrators can have no more than four (4) reservations open simultaneously. As projects are completed, submissions can resume and requests will be processed. Submissions that exceed the four (4) reservation limit will not be processed by DCA.
- DCA will issue a Notice to Proceed Determination to the Contract Administrator after the review of the work scope and the signed contract(s) between the Eligible Beneficiary and the Contractor(s).
- DCA will process an EFT directly to the Contract Administrator. The Contract Administrator will pay the contractor(s) on behalf of the homeowner, upon completion of all eligible work activities by the Contractor. This also includes the inspection and sign-off of all work by an independent third party and sign-off verification of the Homeowner. The Contract Administrators will ensure the validity of all DCA forms including, lien waivers that are properly executed prior to disbursement of funds. Projects with multiple contractors may submit payment requests upon completion of each of their construction activities.
- Funds may only be used to assist housing within the state of Georgia. Any assisted housing unit must be the primary residence of the individual or family with a disability.

Project Administration

The Contract Administrator will provide services for the implementation of the accessibility improvements on homes of the Eligible Beneficiaries.

- A. The Contract Administrators will contact the homeowner to schedule and conduct an intake assessment to determine program eligibility.
- B. The Contract Administrators will assist in the selection of the contractor(s) and the identification of preliminary work scopes and the submission of two (2) contractor bids which are required. The homeowner will make the final selection of the contractor for their services.
- C. Once a licensed/bonded contractor is identified, a final work scope will be prepared for the accessibility modifications needed, including: a detailed cost estimate, along with pictures, which are to be submitted

to the Contract Administrator. Volunteer labor for construction will be reviewed and considered for approval on a case-by-case basis by DCA. The homeowner(s) will select the lowest or best bid. (A written explanation is necessary when a bid with a higher price is selected).

- D. Based on the scope of the work identified, the homeowner(s) and contractor(s) will enter into an agreement which will outline the specific service provisions, fixed fee and a proposed completion date.
- E. The Contract Administrators will submit the complete reservation request to DCA for review.
- F. Upon review of the reservation request, a Notice to Proceed Determination will be issued by DCA. Upon approval, DCA will reserve the requested amount of project funds. (If denied, DCA will provide written notification and the Contract Administrators can resubmit for reconsideration).
- G. The Contract Administrator is responsible for collecting all necessary signatures of the independent third party inspector, homeowner(s) and contractor(s). In addition, the submission of all disbursement requests to DCA, pictures of completed construction and a homeowner statement which details the impact of the project at their residence.
- H. DCA will approve the submitted disbursement pay request solely based on the information included with the “Notice to Proceed Determination” and all valid invoices and inspector sign-off, which outline services rendered.
- I. The Contract Administrators will assume responsibility for all project management activities related to the accessibility improvements to be performed at the home. This includes, but is not limited to: intake assessment, coordination of the work scope development, monitoring/oversight of the contractor(s), coordination of the final inspection(s), preparation of all reservation requests and disbursement pay requests for submission to DCA, receipt of payment from DCA, and payment of contractors on behalf of the homeowner.

Reporting	All reporting requirements as outlined in the Program Description and Agreement will be required, including compliance with the Official Code of Georgia 50-20-1 through 50-20-8.
Governing Statute	All activities must be conducted in full compliance with all program guidelines established by DCA.
Immigration Review	All DCA funded entities must meet compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act (O.C.G.A 13-10-90 et. seq.).
Funds Authorized	Funds for this Home Access Program are made available through the Brain and Spinal Injury Trust Fund Commission, (BSITFC).

Exhibit 2
HOME ACCESS PROGRAM
Instructions and Forms for SFY 2010/SFY 2011

Instructions

In order for DCA to process your Contract Administrator reservation and disbursement pay request, a complete package must be submitted for each unit to be assisted. DCA is unable to process any requests unless all required documentation is submitted for review and approval by DCA. All requests for payment are reviewed on a per project basis and all forms should be submitted in the order specified for each packet. Reservations requests submitted shall include the Reservation Request (HA-Request) and Forms HA-01 thru HA-08 in order to receive a Notice to Proceed Determination. Failure to submit all requested information will cause the reservation request to be denied and returned. DCA will respond in writing and provide specific reasons for the denial. A Notice to Proceed Determination will be provided by DCA for each reservation Request Package submitted.

A complete Payment Request Package for release of funds will consist of forms HA-09 thru HA-13. DCA will notify the Contract Administrators of any additional documentation needed to process the pay request and all requested information should be submitted within ten (10) business days following DCA's written notification to the Contract Administrators. Failure to submit the requested information will delay the pay request process. Please note requests will be processed within (7) business days following DCA's receipt of a complete pay request packet and the funds will be transferred electronically.

Mail documentation to:

Ronald Pounds
Disability Housing Coordinator
Georgia Department of Community Affairs
60 Executive Park South
Atlanta, Georgia 30329

Ronald.pounds@dca.ga.gov

You may also fax the completed package to (770) 302-9709

**Brain & Spinal
Injury Trust
Fund
Commission**

The Brain & Spinal Injury Trust Fund Commission (BSITFC) will provide home modification funds available to DCA. These funds will assist brain and spinal injury clients with home modification funds. Referrals will come directly to DCA from the BSITFC. Once received by DCA, DCA will review and will make these referrals to the proper Contract Administrator based on the geographical coverage served by the Contract Administrator. The same process and forms will be used to reserve funds, provide modifications to homeowners and draw funds except where indicated. An income certification will be required for all BSITFC clients. A tracking spreadsheet will be used by DCA to track the BSITFC funds.

The following forms are required for a complete Reservation Request Package (Forms HA-RES including Forms HA-01 through HA-06):

**Reservation Request
(HA-Request)**

This form is to be completed and submitted by the Contract Administrator to formally request DCA to assign the specified amount of BSITF funds to be reserved for the proposed project. All information should be included on the form, specifically the proposed timeframe for completion of the project.

(Submit request with Forms HA-01 thru HA-06.) Please remember to mark if the homeowner is a BSITF client and include the last four digits of the social security number.

**Homeowner
Application (HA-01)**

This form should be completed by the Contract Administrator for each applicant who requests assistance under the Home Access Program. Complete all blank items and obtain a signature from the appropriate Contract Administrator Staff.

**Homeowner Applicant
Affidavit (HA-02)**

Complete all blank items and obtain the signature(s) of the Applicant and Co-Applicant, (if applicable).

**Current Annual
Household Income
(HA-03) Required for
all BSITFC clients**

Complete this form for any adult who is party to the mortgage note for the subject property. Also include information for any household member (including the applicant's spouse, if applicable) who is not on the mortgage note for the subject property, but currently resides in the subject property as their primary residence.

Beneficiary households must be considered low or moderate income households, and must not exceed the income limits for the county as shown in Appendix A. Contract Administrators may establish lower income limits of beneficiary households at their discretion.

**Total Project Cost
Invoice (HA-04)**

Identify contractor performing work on the subject property. Outline specific work activities projected for subject property. List costs for materials and labor associated with work activities. List source of funds for materials, labor and all administrative costs for the project. Attach all individual invoices for specific activities associated with the project.

**Immigration and
Security (HA-05)**

Each contractor and any subcontractor must complete and sign the Immigration and Security form.

**U.S. Citizen Affidavit
(HA-06) or Qualified
Alien (HA-06a)**

One homeowner must complete and sign the U.S. Citizen Affidavit or the Qualified Alien or Nonimmigrant Affidavit by initialing where indicated.

**Homeowner/Contractor
Work Agreement (HA-
07)**

This form officially outlines any and all work agreements, timelines and responsibilities on the part of the contractor and the applicant. Both parties must sign this form prior to the start of any construction or purchase of materials. This form must be submitted and approved by DCA prior to the issuance of a formal Notice to Proceed.

**DCA/SHTF Release
From Liability (HA-08)**

This form officially removes any and all liability on the part of DCA specifically in regards to the work to be performed on the home. The Contractor and Homeowner upon providing their signatures acknowledge that DCA bears no responsibility for the agreed upon work, inspections and completion of construction activities.

**Notice to Proceed
Determination (HA-
NPD)**

DCA will provide the Contract Administrator with a determination either rendering an approval or denial to begin construction on the subject property. Additionally, the Contract Administrator based on their reservation requests, provides agreement and acknowledgment of the proposed completion schedule

and necessary notifications for any amendment requests. Signature of the DCA staff is required for the Notice to Proceed Determination to be valid and in effect.

The following forms are required for a complete Payment Request Package (Forms HA-07 through HA-12):

Disbursement Request (HA-09)	Complete this form to request payments for Contract Administrator administrative activities or contractor construction activities completed from DCA. All invoices for work associated with the project must be submitted at this time.
Homeowner Verification (HA-10)	State the specific modifications performed at the home. Modifications should be consistent with the contractors work scope. Obtain the Applicant and/or Co-Applicant signature (s) that all work was completed and is acceptable.
Inspector Verification (HA-11)	Identify the accessibility modifications performed at the subject property and obtain the signature(s) of an independent inspector certifying that all modifications meet applicable standards of the local community or state code.
General Contractor's Release of Liens and Warranty Affidavit (HA-12)	<p>This form should be completed by any Contractor or Material Supplier working or providing services under direct contract to the Contract Administrator. The Contractor/Material Supplier must complete this form upon payment by the Contract Administrator to the Contractor, absolving the homeowner of any liability and releasing any rights or claims arising from work performed or services provided to the subject property.</p> <p>This form should be completed by the Contract Administrator if the Contract Administrator performs any work on the subject property. The Contract Administrator must complete this form prior to payment by DCA for work performed on the subject property.</p>
Conditional Waiver and Release Upon Progress Payment (HA-13)	This form should be completed by any Subcontractor or Material Supplier providing services or materials under direct contract to any Contractor working on behalf of the Contract Administrator. The Subcontractor/Material Supplier must complete this form upon payment by the Contractor, absolving the homeowner of any liability or attachment of any liens to the property.

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Reservation Request (HA-Request)

This form should be completed by the Contract Administrator to request DCA to hold funds in reserve for the aforementioned project and should be submitted when requesting a Notice to Proceed Determination from DCA. This form should also be used to request any amendments to the original Notice to Proceed Determination issued by DCA.

CONTRACT ADMINISTRATOR: _____

Is this a BSITFC Project: Yes / No (Circle One)
If Yes Last 4 digits of Social Security Number _____

APPLICANT NAME: _____

ADDRESS: _____

TOTAL HOUSEHOLD INCOME: \$ _____ (HA-3 total should match)
(Required for BSITFC clients)

RESERVATION #: _____

	INITIAL RESERVATION:	AMENDMENT:
TOTAL AMOUNT:	\$ _____	\$ _____
CONSTRUCTION:	\$ _____	\$ _____
INSPECTIONS:	\$ _____	\$ _____
ADMINISTRATION:	\$ _____	\$ _____
TOTAL PROJECT COST:	\$ _____	\$ _____

Please provide a brief description of the additional modifications and the repairs needed for request and/or amendment. _____

By evidence of my signature below, I verify that the information above is true and correct to the best of my knowledge.

Contract Administrator Signature

Date

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Homeowner Application (HA-01)

This application should be completed by the Contract Administrator to assess the feasibility of the project from information provided by the homeowner.

Contract Administrator: _____ Address: _____

Applicant: _____

Co-Applicant: _____

Injury Type: _____
(Required for BSITFC clients) TBI/SCI

Applicant Phone Number: _____

Please provide a brief description of the accessibility modifications needed.

By evidence of my signature below, I verify that the information above is true and correct to the best of my knowledge.

Signature (Homeowner)

Signature (Homeowner Co-Applicant)

Print Name

Print Name

Date

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Homeowner Applicant Affidavit (HA-02)

Applicant: _____ Date: _____

Co-Applicant: _____

Property Address: _____

I (we) hereby certify to the following:

1. The owner(s) of the property listed above and that my (our) name(s) appear(s) on the deed of said property;
2. An individual with a physical disability resides in said property as their primary residence.
3. A total of _ individual(s) reside in said property as their primary residence; and,
4. The annual income of the applicants and non-applicants as shown on form HA-3 is: \$__
(Required for all BSITFC clients)
5. The total household annual income combined as shown on form HA-3 is: \$_____.
(Required for all BSITFC clients)

I (we) further hereby certify that the statements and information submitted in conjunction in the Affidavit are true and correct and that this information does not contain an untrue statement of a material fact or omit the statement of a fact required to be stated or state any misleading facts.

I (we) further understand that the above statements and the information set forth in this affidavit are public information and may be subject to disclosure under the Georgia Open Records Act and that the I (we) expressly consent to such disclosure. I (we) further agree to hold harmless the Georgia State Housing Trust Fund (SHTF), Georgia Department of Community Affairs (DCA), the Brain & Spinal Injury Trust Fund Commission (BSITFC) and the individual directors, employees, members, officers and agents of SHTF, BSITFC or DCA against all losses, costs, damages, expenses, and liability of any nature or kind (including but not limited to attorney's fees, litigation and court costs) directly or indirectly resulting from or arising out of the release of any information pursuant to a request under the Georgia Open Records Act.

I (we) further understand that all contracts for work are between me (us) and (INSERT CONTRACT ADMINISTRATOR) and I (we) agree to hold harmless SHTF, BSITFC, DCA and the individual directors, employees, members, officers and agents of SHTF, BSITFC, or DCA against all losses, costs, damages, expenses, and liability of any nature or kind (including but not limited to attorney's fees, litigation and court costs) directly or indirectly resulting from the work performed on the subject property.

Signature of Applicant

Print Name of Applicant

Signature of Co-Applicant

Print Name of Co-Applicant

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)**Current Annual Household Income (HA-03)****(Required for BSITFC clients)**

This table should be completed for each by any adult (including the applicant's spouse) who is party to the mortgage note or a party to the clear title for the subject property.

	<u>Applicant</u>	<u>Co-Applicant</u>	<u>Non-Applicant #1</u>	<u>Non-Applicant #2</u>
1. Gross full-time salary including overtime and bonuses (including all regular and special pay and allowances of members of the Armed Forces, whether or not living in the dwelling, which is the head of the family or spouse):	\$	\$	\$	\$
2. Gross part-time salary:	\$	\$	\$	\$
3. Dividends and interest; income from royalties, trusts and investments:	\$	\$	\$	\$
4. Net business or rental income, other net income from real or personal property:	\$	\$	\$	\$
5. Periodic payments from Social Security (including that received on behalf of children), annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other retirement benefits:	\$	\$	\$	\$
6. All housing allowances and similar allowances which are not reimbursement for job-related expenses:	\$	\$	\$	\$
7. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay:	\$	\$	\$	\$
8. Alimony and child support, and regular contributions or gifts from persons not residing in the household:	\$	\$	\$	\$
9. Public assistance and welfare payments; relocation payments:	\$	\$	\$	\$
10. Any other source of income (please specify):	\$	\$	\$	\$
11. Total Annual Income (Sum Lines 1 – 10):	\$	\$	\$	\$
12. Total Annual Income Non-Applicant Household Member(s):	\$	\$	\$	\$
13. Total Household Annual Income (Lines 11 – 12):	\$	\$	\$	\$

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Total Project Cost Invoice (HA-04)

Instructions: Please complete all required information for each Contractor/Material Supplier of services or materials. All donations will be shown as a source of funds to the Contract Administrator. Attach a copy of all invoices and, if services or materials are donated, a dollar value must be assigned. All reports must be on a per project basis. The total project invoice can exceed the allowable \$15,000 in funds, but additional funds associated with this project must also be reported on this form.

Contractor	Work Item	Work Item Description	Source of Funds					
			BSITF Amount	Other	Amount	Other	Amount	Total
	Construction							
	Construction							
	Construction							
	Construction							
	Inspection							
	Inspection							
	Administration							
Total paid project related costs cannot exceed the BSITF Awarded Amount for the modification project. The administration fee due the Contract Administrator cannot exceed \$500.								
Total								

By evidence of the signatures below, this cost invoice is accepted as submitted to be accurate and true.

Contractor Signature

Homeowner Applicant Signature

Contractor Print Name

Homeowner Print Name

Contractor Signature

Homeowner Co-Applicant

Contractor Print Name

Homeowner Co-Applicant Print Name

Date

HOME ACCESS (SFY 2010/SFY 2011)
Immigration and Security (HA-05)

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-1-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et.seq.

- B. Contractor warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature	Title
Firm Name: _____	
Street/Mailing Address: _____	
Telephone Number: _____	
Email Address: _____	

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
US Citizen Affidavit (HA-06)

In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA) and the Georgia Security and Immigration Compliance Act, O.C.G.A. Sec. 13-10-90 et. seq., I certify to the following:

_____ I am a US citizen (18 years or older) who has applied for a state or local public benefit (8 USC §1621) or federal public benefits (8 USC §1611) that is administered by the Georgia Department of Community Affairs. I understand that a state or local or federal public benefit means:

(A) any grant, contract, loan, professional license, or commercial license provided by an agency of a State government, local government or the United States or by appropriated funds of a State or local government or the United States; and

(B) any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a State or local government or United States or by appropriated funds of a State or local government or United States.

Signature: _____

Written Name: _____

Address: _____

Program: **Home Access**

Date: _____

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Qualified Alien or Nonimmigrant Affidavit (HA-06)

In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA) and the Georgia Security and Immigration Compliance Act, O.C.G.A. Sec. 13-10-90 et. seq., I certify to the following:

_____ I am a Qualified Alien or nonimmigrant, 18 years of age or older, who has applied for a state or local public benefit (8 USC §1621) or federal public benefits (8 USC §1611) that is administered by the Georgia Department of Community Affairs. I understand that my lawful presence is presumed for the purposes of this law until my eligibility for benefits is verified through Homeland Security (the SAVE program). I understand that a state or local or federal public benefit means:

(A) any grant, contract, loan, professional license, or commercial license provided by an agency of a State government, local government or the United States or by appropriated funds of a State or local government or the United States; and

(B) any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a State or local government or United States or by appropriated funds of a State or local government or United States.

Signature: _____

Written Name: _____

Address: _____

Program: **Home Access**

Date: _____

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Homeowner/Contractor Work Agreement (HA-07)

This contract constitutes an agreement between _____
(Contractor), and _____(Owner(s)) for certain repairs and
construction to the dwelling located ,_____, Georgia, as described on the work
scope (attached) and made a part hereof.

1. The Contractor Shall:

- A. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed and supply one (1) copy of each required permit or license to the Department of Community Affairs, herein after referred to as "DCA."
- B. Furnish evidence of Comprehensive Public Liability Insurance coverage protecting the Owner for not less than \$30,000.00 in the event of bodily injury including death, \$25,000 in the event of property damage arising out of the work performed under this contract, and evidence of insurance or other coverage required under the law governing workman's compensation.
- C. Perform all work in conformance with work scope as specified with all applicable local codes and ordinances.
- D. Not assign the Contract without written consent of the Owner. The request for assignment must be addressed to the DCA.
- E. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. The contractor is responsible for removal and disposal of all material and equipment removed and replace as part of the project.
- F. Guarantee the materials and work performance for a period of one year from the date of final acceptance of all the work required under this contract, and shall supply to the Owner, in care of the DCA, all manufacturers' and suppliers' written guarantees and warranties covering equipment and materials furnished under this contract.
- G. Begin work within ten (10) calendar days after receipt of Notice to Proceed Determination and complete all work within the calendar days specified; otherwise, the Owner(s) may void the contract and elect to choose another contractor to complete the work via written notification to the DCA.
- H. Not require Owner(s) to relocate as a result of construction.

2. The Owner Shall:

- A. Permit the Contractor to use, at no cost, existing utilities necessary to carry out and complete the work.
- B. Cooperate with the Contractor to facilitate the performance of work, including the removal and replacement of rugs, coverings, and furniture, as necessary.

- C. Authorize the DCA to make payment(s) directly to the Contract Administrator, who will pay the Contractor on behalf of the homeowner upon satisfactory periodic or final completion of the contract work, which ever applies under the payment schedule of the General Conditions. Under no circumstances shall payment be made to the contractor for work not performed or not completed as verified by an inspection by a third party individual.
- D. Owner will not be required to relocate but if necessary DCA is not held liable for any relocation costs incurred during the rehabilitation period.
- E. Contractor will not receive payment for work completed, unless the Homeowner Verification is signed by the Homeowner.
3. The Contract consists of the bid proposal the general conditions the basic specifications the work scope drawings (if any) addenda, and change order requests.
4. If the Contract is for more than the awarded amount from the BSITFC, the contract must include an additional section which identifies and outlines the specific funding source to be utilized on the project, if applicable.
For the Considerations named therein, the Contractor proposes to furnish all materials and labor required by and in accordance with the contract identified above in Item #3, for the total of required by and in accordance with the contract identified above in #3, for the sum total of \$_____.

CONTRACTOR:

Name

Signature

Address

Date of Bid

Notarized

ACCEPTED BY OWNER(S)

Name

Signature

Name

Signature

Address

Date

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
DCA/SHTF/BSITFC Release from Liability (HA-08)

In consideration of the issuance of a grant, the undersigned Homeowner(s) and Contractor acknowledge and agree that the role of the Department of Community Affairs, "DCA" in the project involving accessibility modifications on the dwelling located at _____ Georgia, and owned by _____, (Owner(s) is to be solely as the proprietor of funds to the Contract Administrator, on behalf of the homeowner, for the financing and payment of the construction activities, and neither DCA, the Brain & Spinal Injury Trust Fund Commission (BSITFC), nor the State Housing Trust Fund (SHTF) is to be considered either as a contractor, supervisor or administrator of the project. Any and all inspections will be conducted by an independent third party, and is solely for the purpose of ensuring the construction activities conducted at the property are completed to state and local code specifications. The undersigned Applicant(s) hereby further acknowledges and agrees that DCA, BSITFC and the SHTF makes no warranty to the Homeowner(s) regarding the materials or labor used in the accessibility modifications or of any other matters concerning this project and releases DCA, the BSITFC and the SHTF from any and all liability that may arise to the Applicant(s) related to or connected with the work. DCA requires the Contract Administrator to qualify Contractors for participation for the program utilizing the following criteria: Licensed, Bonded and Insured. Appropriate documentation is to be submitted and on file and readily available for review, solely at DCA's discretion.

This agreement is executed on the _____ day of _____ 201_ .

Applicant Signature

Co-Applicant Signature

Contract Administrator Signature

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Notice to Proceed Determination (HA-NPD)

Determination: _____

Reservation Amount: _____

Reservation #: _____

_____ Contract Administrator (CA) is hereby given Notice to Proceed with the accessibility modification request of said property owned by _____ at _____ (address) _____ County, Georgia.

The Notice to Proceed officially provides the CA approval to commence construction activities within thirty (30) calendar days of the aforementioned approval date.

COMPLETION DATE: The Contract Administrator shall be responsible for the completion of the accessibility modification work on or before _____. The CA must notify DCA if the completion schedule will not be met and formally request to amend the original Notice to Proceed Determination. Failure to notify DCA of a change in completion schedule status will impact and delay pending reservation requests.

This acknowledges that the NOTICE TO PROCEED DETERMINATION was issued to the Contract Administrator.

The reservation request was denied for the following reasons:

Signature of Authorized DCA Official

Print Name

Date

HOME ACCESS PROGRAM (SFY 2010/2011)
Disbursement Request (HA-09)

Request #: _____

Contract Administrator: _____

Applicant Name: _____

Co-Applicant Name: _____

Property Address: _____

In accordance with the State Home Access Disbursement Pay Request Documents the Contract Administrator requests payment in the amount of \$_____. (Please attach and include invoices for all completed eligible activities for which you request payment).

This is to certify that the specific accessibility modification(s) has been completed. The labor and materials for which this request includes and will pay are for approved expenses associated with the completion of the project. Lien waivers attached are from all contractors and material suppliers and are true and correct. All representations and warranties under the Georgia Home Access Program documents are true and correct, and no default exists there under.

Contract Administrator Signature

Date

Print Name: _____

Title: _____

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Homeowner Verification (HA-10)

Date: _____

Contract Administrator: _____

Applicant: _____

Address: _____

This is to certify that the following accessibility modifications were performed and completed at my residence:

- 1.
- 2.
- 3.
- 4.
- 5.

By evidence of my signature below, I verify that the work completed is acceptable and satisfactory.

Signature of Homeowner Applicant

Date

Print Name

Signature of Homeowner Co-Applicant

Date

Print Name

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Inspector Verification (HA-11)

Date: _____

Contract Administrator: _____

Applicant Name: _____

Co-Applicant Name: _____

Property Address: _____

Reservation #: _____

Accessibility Modifications Performed at Residence:

- 1.
- 2.
- 3.
- 4.
- 5.

This is to certify that the accessibility modifications noted above and performed at the above address meet all applicable codes of the local community or in the absence of local codes and standards, the applicable state codes.

Therefore, by evidence of my signature below, I verify that the work completed is acceptable and satisfactory.

Signature

Date

Print Name

Title

Organization/Company

Phone Number

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
General Contractor's Release of Liens and Warranty Affidavit
(HA-12)

TO:

(Applicant Name)

(Co-Applicant Name)

(Contract Administrator)

Property Address:

Contract Amount:

\$ _____

1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor under the above referenced contract the balance of sum of \$_____.
2. The undersigned further certifies that the work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims for subcontractors, and no unpaid claims of laborers or mechanics for unpaid wages arising out of the performance of this contract except for the following (if none, so state):_____

3. That in consideration of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release.
4. The undersigned hereby guarantees the work performed under said contract for a period of one year from the date of acceptance of the work. The undersigned also attaches herewith all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 201__.

Contractor

By:

Signature & Title of Officer

HOME ACCESS PROGRAM (SFY 2010/SFY 2011)
Conditional Waiver and Release upon Progress Payment (HA-13)

State of Georgia

County of _____

The undersigned officer duly authorized to administer oaths for _____
under oath as follows:

1. All payrolls, material bills, sales tax, license or privilege tax, payroll tax, state and federal unemployment insurance and other expenses relating to its performance of the work or supply of materials in connection with the construction of property located at _____
_____ and owned by _____ have been paid in full
by _____;
2. _____ waives any claims, and releases the Owner
from any rights or claims for debts due and owing by virtue of the furnishing of any material,
supplies, or any lien thereon; and,
3. _____ has cancelled all liens, if any, which have been
filed against this project.

The undersigned has signed and sealed this instrument this _____ day of 201__.

Name of Subcontracting firm or material
supplier

By: _____
Signature & Title of Officer