

## APPENDIX D

### Targeting Program

The Targeting Program is a partnership between the Agency and DHHS to increase access to affordable housing units for individuals with disabling conditions. Developers are required to set-aside 10% of units at properties receiving an allocation of Low-Income Housing Tax Credits or tax-exempt bonds and may opt to set-aside up to 20% of units for Program Qualified Tenants.

The Agency, at its sole discretion, will endeavor to provide a source of rental assistance, project-based or tenant-based, to each property with a Targeting Program obligation, in the event the property has not obtained a commitment for a non-NCHFA administered source of project-based rental assistance. The options include, but are not limited to:

- Key Rental Assistance
- HUD Section 811 Project Rental Assistance
- Transitions to Community Living Voucher

Unless the project owner has a commitment for a non-Agency administered project-based rental assistance source, the owner has two options:

- accept the rental assistance source offered by the Agency.
- charge the Targeting Program tenant no more than the tenant portion of rent as calculated following the Key Rental Assistance methodology, unless the tenant obtains a tenant-based voucher.

The Targeting Plan has been replaced by the Targeting Unit Agreement and Property Profile. The following documents are required to be submitted to the Agency:

- (a) Targeting Unit Agreement (TUA):** an agreement drafted and pre-populated by the Agency outlining the participation requirements and Owner's obligations for the Targeting Program. This document must be executed by an owner's representative as well as the management agent. The management agent execution assures the Agency that the management company is aware of the Owner's obligations as they relate to the Targeting Program. The TUA will be available to the Owner for download and signature in the Rental Compliance Reporting System (RCRS). If the Agency has not made the pre-populated TUA available prior to preleasing, the Owner is obligated to contact the Agency to request the TUA before preleasing begins.
- (b) Owner Agreement to Participate (OAP) (if applicable):** an agreement drafted and pre-populated by the Agency for the Owner to accept Key Rental Assistance on households residing in Targeted Units if no other subsidy is available. The Agreement details the terms of the Key Rental Assistance and must be executed by an owner's representative. The OAP will be available to the Owner for download and signature in the Rental Compliance Reporting System (RCRS). If the Agency has not made the pre-populated OAP available prior to preleasing, the Owner is obligated to contact the Agency to request the OAP before preleasing begins.
- (c) Property Profile:** a property-specific questionnaire needed by NC DHHS and the local referral agencies to effectively match the needs of their clients with the appropriate properties available in the locality requested by the client. The Agency initiates and completes this questionnaire to the extent property information is available and sends it to the management agent for completion and return to the Agency. Fully completed questionnaires are due back to the Agency no later than 90 days before preleasing begins.
- (d) Tenant Selection Plan:** a description of the property's tenant selection and screening criteria created by the property owner or management agent. The Plan must be no more restrictive than the Fair Housing and Tenant Selection Plan Policy published on the Agency's website, and must be updated from time to time to comply with any updates published by the Agency. The Tenant Selection Plan

must be submitted by **November 30, 2023** but in no case later than six months prior to the project's placed in service date.

- (e) **Affirmative Fair Housing Marketing Plan:** a description of an owner's plan to effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy and demonstrate the owner's commitment to offering equal housing opportunities regardless of race, color, national origin, religion, sex, familial status or disability completed using a HUD approved form and must be updated from time to time to comply with the requirements established by HUD. The Affirmative Fair Housing Marketing Plan must be submitted by **November 30, 2023** but in no case later than six months prior to the project's placed in service date.

All documents must be submitted by upload to the Agency's RCRS system. For further information on how to access RCRS, contact Tanya Clark at (919) 877-5665 or [tbclark@nchfa.com](mailto:tbclark@nchfa.com)

## **(a) Targeting Unit Agreement Terms and Conditions**

### **Targeting Program Participation Agreement**

The Property Owner identified in Part I of this Agreement hereby agrees to comply, or require its Property Management Company to comply, with the below terms and conditions of the Targeting Program. These terms and conditions apply to all Required Targeted Units and Voluntary Targeted Units as defined below. If the property owner replaces the Property Management company listed in Part I of this Agreement, the Property Owner will provide the North Carolina Housing Finance Agency (the Agency) written notice and shall require the new Property Management Company to comply with this Agreement.

### **Targeting Program Definitions**

**Key Rental Assistance** is state-funded rental assistance that can be used for Key-eligible households leasing Targeted Units only and is governed by a Key Rental Assistance Owner Agreement to Participate. Key Rental Assistance is a project-based rent subsidy co-administered by the Agency and the NC Department of Health and Human Services (DHHS).

**Key Rental Assistance Owner Agreement to Participate (OAP)** is an agreement for the Property Owner to accept Key Rental Assistance for households residing in Targeted Units if no other subsidy is available. The OAP details the terms of the Key Rental Assistance and must be executed by the Property Owner.

**Program Qualified Tenant** is a tenant household headed by an individual with a disabling condition that meets the DHHS criteria for Targeting Program eligibility. Household income cannot exceed the maximum income established by the controlling housing program regulations.

**Required Targeted Units** are as established in the Qualified Allocation Plan (QAP) for the year in which the property received an allocation of Low-Income Housing Tax Credits (LIHTC), if applicable, or as may otherwise be required under other applicable Agency programs. Required Targeted Units must be available and participate in the Targeting Program for the duration of the compliance and extended use periods, unless released by the Agency.

**Targeting Program** is a partnership between the Agency and DHHS to increase access to affordable housing units for individuals with disabling conditions. Developers are required to set-aside 10% of units at properties receiving an allocation of Low-Income Housing Tax Credits and may opt to set-aside up to 20% of units for Program Qualified Tenants.

**Vacancy and Referral System (V&R System)** is an online Agency system used by designated DHHS staff, and Property Owners and Property Management Companies to communicate vacancy and referral information.

**Voluntary Targeted Units** are units in excess of the Required Targeted Units. Voluntary Targeted Units not occupied by a Program Qualified Tenant may be withdrawn from program participation provided the Property Owner serves the Agency with 90 days written notice. Upon acknowledgement from the Agency that notice has been received from the Property Owner, DHHS will cease sending new referrals to the Property Management Company (unless the Required Targeted Unit obligation is not met). The Property Management Company is required to continue processing applications for and leasing units to all eligible applicants, referred prior to Agency acknowledgement of Voluntary Targeted Unit withdrawal notice, for a period up to 90 days after the acknowledgement date. Voluntary Targeted Units occupied by a Program

Qualified Tenant can be withdrawn from the program once the tenant vacates the unit. Program Qualified Tenants may only be evicted for repeated lease or house rule violations or other good cause. In addition, Program Qualified Tenants cannot be evicted or their leases not renewed for the purpose of facilitating withdrawal of the Voluntary Targeted Unit from the Targeting Program.

### **Targeting Program Participation Requirements**

Property Owners and Property Management Companies of properties participating in the Targeting Program must comply with the following for all Required Targeted Units and Voluntary Targeted Units:

1. **Compliance with Program Guidelines and/or Manual**– Property Owners are required to comply with the most recent version of the applicable program guidelines and/or manual and any published updates. Policies and procedures in the *Targeting Program Manual for Low-Income Housing Tax Credit Program and Preservation Loan* posted on the Agency’s website may be modified, supplemented or amended from time to time by the Agency and DHHS. Modifications, supplements and additions to the manual shall become effective no earlier than thirty (30) days after the date of issuance, or as noticed in the modification, supplement or amendment, and may be disseminated by mail, email, or another web-based format including posting to the Agency’s website. All provisions of the manual are hereby incorporated into this Agreement by reference and are considered a material part of this Agreement. Property Owners receiving Key Rental Assistance for some or all of their Targeted Units are also subject to the terms and conditions of the Key Rental Assistance OAP.
2. **Determining Program Eligibility** – Individuals must meet the applicable definition of a Program Qualified Tenant as described in program definitions. The Property Management Company will rely on the DHHS-approved letter of referral or form provided by DHHS or their designee to establish program eligibility. The Property Owner and Property Management Company are responsible to determine that the applicant meets the income eligibility requirements for the Targeting Program, and the additional eligibility requirements of the other programs in which the property is subject to regulation, and are responsible to collect the documentation needed to establish and prove that eligibility.
3. **Confidentiality** - The fact that the individual has a disability will not be disclosed beyond the issuance of the referral letter or form, by DHHS, stating that the person is Targeting Program eligible. The nature of the individual’s disability may only be disclosed by the individual and should not be needed by the Property Owner or Property Management Company. Reasonable accommodations can be requested without disclosing the nature of the individual’s disability. Property Owner and Property Management Company staff must not disclose a Program Qualified Tenant’s participation in the Targeting Program to anyone, including other tenants. Strict confidentiality must be practiced and adhered to; failure to do so shall be deemed a breach of this Agreement.
4. **Supportive Services** – The Property Owner or Property Management Company may not require tenants to participate in supportive services as a condition of tenancy.
5. **Training of Property Management Staff** – The Property Owner or Property Management Company shall:
  - a. Educate initial and all subsequent on-site management staff and all other company staff responsible for operations, on regulatory compliance for the Targeting Program, Key Rental Assistance if applicable, and all other applicable funding sources prior to, or immediately upon, their assumption of duties.

- b. Ensure staff have access to the most current policies and procedures.
  - c. Ensure staff processing applications for housing and making tenancy decisions related to the program units receive annual training in program guidelines and procedures as issued in writing by the Agency (*Targeting Program Manual for Low-Income Housing Tax Credit Program and Preservation Loan Program*), and by attending Targeting Program, Key Rental Assistance and Fair Housing training offered by the Agency and DHHS.
6. **Cooperation** – The Property Owner and Property Management Company will establish a positive and cooperative working relationship with the Agency and DHHS staff involved with the Targeting Program to maximize successful access to program units and successful tenancies.
7. **Access to Program Units** – The Property Owner and Property Management Company will develop and implement policies and procedures to reduce barriers and promote access to and use of program units for individuals referred by DHHS.
8. **Online Reporting Systems** – The Property Management Company and DHHS must use the following online systems, administered by the Agency, for properties participating in the Targeting Program for the purposes described.
- a. **Rental Compliance Reporting System (RCRS)**
    - The Property Management Company enters household information related to unit events within 30 days of the event for periodic review and approval by Agency compliance staff, to document program compliance related to use of units by Program Qualified Tenants.
    - The Property Management Company requests Key Rental Assistance payment, if applicable, within 30 days of the move-in date and monthly thereafter.
  - b. **Vacancy and Referral System (V&R System)**
    - The Property Management Company enters information for every vacancy at the property.
    - DHHS matches individuals' needs and preferences to characteristics of the available unit and refers individuals to initiate and facilitate the unit selection and leasing process.
    - DHHS enters basic individual and household information to make the Property Management Company aware of the individual/households' needs and preferences.
    - The Property Management Company enters updates to make DHHS aware of the applicant's contact with them until the applicant has completed application for housing or that DHHS should refer another applicant for the available unit.
    - The Property Management Company enters updates to make DHHS aware of the housing application decision. If the Property Management Company denies the application, the Property Management Company enters a reason for denial, uploads a copy of the denial letter provided to the applicant and gives the applicant 8 business days to request a reasonable accommodation during which time the unit is held. **The 8 days start from the time the letter of denial was uploaded.** DHHS enters an update to indicate if the applicant intends to appeal the decision or request reasonable accommodation. The Property Management Company enters updates until the housing application is concluded by confirming tenant move in or by documenting why the applicant is not approved or is not proceeding with leasing.

- Once the Property Management Company enters a vacant unit, should there be no viable referral, or the agreed set-aside is filled, DHHS will release the unit upon request by the Property Management Company in accordance with the program guidelines.
  - DHHS and the Agency reserve the right to withhold Key Rental Assistance payments if the V&R System is not updated in a timely manner, until such time that the V&R System is up to date.
9. **Vacancy Reporting** – The Property Owner and Property Management Company will ensure that every vacancy is reported in the V&R System regardless of the total number of program units leased by Program Qualified Tenants. Vacancies must be reported as soon as the pending vacancy or vacancy becomes known to the Property Management Company. DHHS will send referrals or release units based on the established number of unit’s set-aside for the property.
  10. **Rental Requirement** – All units in the property will be rented or available for rent in good condition (must meet HUD HQS or UPCS standards, as applicable) on a continuous basis throughout the compliance period, to members of the public. The Property Owner or Property Management Company will not give preference to any particular class or group, except as stipulated in the Agency-approved property Tenant Selection Plan (TSP) and to the extent that set-aside Targeted Units must be leased to Program Qualified Tenants, as defined herein. No more than 20% of units (rounded up to reflect whole units) are set aside by deed restriction for individuals with a disabling condition. These units will house Program Qualified Tenants referred by DHHS.
  11. **Applicant Choice** – Targeted Units are required to float (must not be limited to pre-selected units) to ensure individuals have a choice of which eligible unit to occupy and must be scattered throughout the property as much as feasible to prevent over-concentration of individuals with disabling conditions in one area of the property. Targeted Units will not be segregated within the property or in any way be distinguishable from non-Targeted Units, and the size and mix of Targeted Units will depend on the needs of the Program Qualified Tenants, and unit availability.
  12. **Construction Completion Notification** – If the property is under construction and not yet placed in service at the time this Agreement is executed, the Property Owner or Property Management Company will notify the Agency and DHHS staff at least 120 days prior to anticipated availability of units for occupancy in order to coordinate referral of and application processing for program applicants.
  13. **90-Day Period Following Certificate of Occupancy (CO)** – For a minimum period of 90 days subsequent to the date of CO, the Property Owner and Property Management Company must hold an adequate number of units to meet the Targeting Program Unit obligations.
    - a. The Property Owner and Property Management Company may only rent program units to Program Qualified Tenants referred through the V&R System during the 90-day period, unless this requirement is waived or modified by the Agency and DHHS in writing.
    - b. The Property Owner and Property Management Company must hold primarily one-bedroom units with and without a mix of accessibility features scattered throughout the property as much as feasible, or two-bedroom units with and without a mix of accessibility features if the property was built without one-bedroom units.
    - c. The Property Owner and Property Management Company should enter units in the V&R System approximately 90 days before the estimated date of CO based on criteria

specified in 13.b. The number of units entered should equal the number of Targeted Units in the Targeting Unit Agreement. Exact unit numbers should not be entered until applicants agree to lease a specific unit.

- d. DHHS will begin sending referrals approximately 45 days before the estimated date of CO. The Property Management Company should contact DHHS if no referrals have been made by this time.
14. **30-Day Period Following Unit Turn-over** – Once a unit has been occupied by an LIHTC-eligible household for the first time, as unit turn-over occurs the Property Management Company enters the vacancy in the V&R System and one of the following will occur:
- a. If the Targeting Program set-aside has been met, DHHS will release the vacancy.
  - b. If the Targeting Program set-aside has not been met, the unit shall be held for a Targeting Program applicant 30 days from the vacancy notification date in the V&R System. Property Management must enter pending vacancies at the time they learn of the pending vacancy.
  - c. The unit will be released no more than 30-days from date of notification of pending vacancy or vacancy, if there is no viable referral unless an additional hold period has been agreed to by both parties.
  - d. The unit may be released prior to the completion of the 30-day period, if requested by the Property Management Company and agreed to by DHHS.
15. **Hold Fees** – Hold fees are payments to cover the period after a viable applicant is identified but additional time is needed to complete the application process or for the applicant to occupy the unit. Properties are not eligible to receive hold fees during the initial 90-day or subsequent 30-day hold periods or during the time needed to complete an application process involving a request for reasonable accommodation when the application was initiated before the end of the 30-day period.
16. **Fair Housing** – The Property Owner and the Property Management must comply with all applicable Fair Housing laws regarding their policies and procedures and operation of the property. Applicable Fair Housing laws are determined based on funding sources.
17. **Tenant Selection Plan (TSP)** –The Property Owner creates a TSP and the Agency approves the plan, and the property must implement and adhere to the plan until such a time as is modified/updated with agency approval. All properties must have an Agency-approved TSP that is no more restrictive than the Agency’s most current version of the *Fair Housing and Tenant Selection Plan Policy for Properties Monitored by the North Carolina Housing Finance Agency* located on the Agency’s website. Properties must update the TSP from time to time based on Agency updates to the Policy. The Property Management Company must post a clear and visible copy of the TSP for applicants and the Property Management Company must provide a copy of the TSP to applicants upon request.
18. **Requests for Reasonable Accommodation** – Individuals with a disability may request a reasonable accommodation at any time for any reason, if there is a connection between the individual’s disability and the requested accommodation. If a Property Management Company denies housing to an applicant, the company must promptly notify the applicant in writing of the reason for denial and the applicant’s right to request a reasonable accommodation in accordance with federal and state Fair Housing law and simultaneously notify DHHS of the denial and reason thereof using the V&R System.

The Property Owner and Property Management Company must allow a minimum period of 8 business days for the applicant to prepare and submit a request for reasonable accommodation. The Property Owner and Property Management Company must expeditiously review requests for reasonable accommodation and render decisions as quickly as possible. The Property Owner or Property Management Company must promptly notify the applicant in writing of the outcome of the reasonable accommodation request and the Property Management Company must promptly notify DHHS of the same through the V&R System. DHHS will either release the unit for re-rental or notify the Property Management Company that the applicant is asking for reconsideration. The Property Owner and Property Management Company must hold the unit for the applicant until the request is resolved.

19. **Ongoing Communication** – The Property Owner or Property Management Company shall communicate tenancy issues or concerns about Program Qualified Tenants to DHHS staff promptly to keep DHHS aware of tenancy issues and other concerns. Communication shall be provided to DHHS staff regardless of whether the issue or concern requires written notice of lease or house rules violation to the tenant to provide opportunity for intervention and tenancy preservation.

The Property Owner and Property Management Company shall notify DHHS and Agency staff by email of the names and contact information of Property Management Company staff working with the Targeting Program at the property as staff turn-over occurs and make timely updates in RCRS.

20. **Monthly Surveys** – The Property Owner or Property Management Company must participate in monthly Socialserve telephonic surveys regarding program operations and tenancy issues. Participation in the survey does not negate the Property Management Company’s obligation to report tenancy issues directly to DHHS staff promptly when they occur.

21. **Termination or Nonrenewal of Lease** – The Property Owner and Property Management Company must comply with all applicable housing program requirements related to tenancy termination, North Carolina law, federal Fair Housing law, the *Fair Housing and Tenant Selection Policy for Properties Monitored by the North Carolina Housing Finance Agency and the Agency’s mandatory LIHTC Lease Addendum*, in the event of termination or nonrenewal of lease. The Property Management Company may not terminate the tenancy or refuse to renew the lease or rental agreement of a Program Qualified Tenant except for good cause, including serious or repeated violations of the material terms and conditions of the lease or house rules, or a violation of applicable federal, state or local law. Termination of rental assistance does not constitute a breach of the lease.

To terminate the tenancy or refuse to renew the lease, the Property Management Company must take the following actions in a manner consistent with the requirements stipulated in the mandatory LIHTC Lease Addendum:

- a. At the time the Property Management Company issues **any** notice of lease or house rules violation to the tenant, the Property Management Company must contact DHHS staff to report the tenancy issue.
- b. For minor lease or house rules violations, not related to health, safety, criminal activity, or program eligibility:
  - The Property Management Company must first provide the tenant with written notice of the lease or house rules violation and provide the tenant with a reasonable period of at least 10 days to cure.



- If the tenant fails to cure the violation, the Property Management Company must provide a second written notice to the tenant of the violation with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least twenty days before the date of termination of tenancy and must comply with all requirements of North Carolina law and other applicable programs. The tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by landlord.
    - c. The Property Management Company must allow the tenant to present written or oral objections to a person other than the person (or subordinate of such person) who made or approved the termination or nonrenewal decision. When serious lease or house rules violations occur related to nonpayment of rent, health, safety, criminal activity, actions by the tenant creating a hostile environment, damage to property, or program eligibility caused by tenant misrepresentation, the landlord is not required to provide a reasonable period to cure, or an additional notice period, beyond what is required in Chapter 42 of the General Statutes of North Carolina.
22. **Risk Mitigation Tools** – To reduce inherent Property Owner risk associated with renting units to tenants, the Targeting Program includes risk mitigation tools for units rented by Program Qualified Tenants allowing payments for the following:
- security deposits
  - reimbursement of unpaid damages after tenant move-out
  - reimbursement of unpaid tenant portion of rent and late fees
  - reimbursement for vacancy due to tenant abandonment of unit
  - reimbursement for successful eviction costs

For more information on risk mitigation tools related to eligible uses, calculations and caps see Risk Mitigation Tools for Landlords, Owners and Management Agents on the Agency’s website.

23. **Removal of Property Management Company** – The Property Owner is responsible for ensuring the Property Management Company understands and agrees to abide by Targeting Program policies and procedures and Tenant Selection Requirements. In the event the Property Management Company fails to comply with program policies and procedures or the TSP, the Agency shall provide written notice to the Property Owner and Property Management Company of the noncompliance and an opportunity to cure the noncompliance. Repeated failures of compliance and/or refusal to follow program policies and procedures and Tenant Selection Requirements shall be grounds for the Agency requiring the removal and replacement of the Property Management Company. The Property Owner must receive written approval from the Agency for any successor Property Management Company. The Agency may refuse to approve any Property Management Company that has previously had failures of compliance or is currently not in compliance with applicable program policies and procedures and Tenant Selection Requirements.
24. **Termination of Rental Assistance** – In the event the state-funded rental assistance to support program participants ends, and DHHS has not established a DHHS-approved transition plan, the Property Owner or Property Management Company shall provide a 90-day written notice to the tenant of the impending end of rental assistance. Once assistance ends:
- a. Property Owner shall accept only the tenant-paid portion of the rent as full satisfaction of the rent payment for the duration of the lease, or for a period of 90 days from the date of the written notice to the tenant, whichever is greater.

- b. After the 90-day period or upon the expiration of the lease, whichever is greater, the tenant will be responsible for the entire amount of the rent that would otherwise be charged for the unit.
- c. Loss of rental assistance may not be considered a breach of the lease, nor grounds for eviction.

See the OAP for additional requirements related to termination of Key Rental Assistance.

- 25. **Indemnification** – The Property Owner and Property Management Company will defend, indemnify and hold the Agency and its officers, directors, employees and agents, harmless from and against any claim, liability, loss, cost, or expense, whether direct or indirect, (including reasonable attorney’s fees) arising out of or resulting from the Property Owner or Property Management Company’s negligence, misconduct or omission in connection with the performance of the work under this Agreement or the violation of any federal or state law, regulation or ordinance related to the work performed under this Agreement including, but not limited to, those laws related to fair housing and privacy or confidentiality of information.
- 26. **Assignment** – **The Property Owner has no power to transfer or otherwise assign any of the rights, obligations, or duties stipulated in this Agreement without the prior written consent of the Agency. The Agency may grant or deny its consent at its sole discretion.**
- 27. **Survival** – **The terms of this Agreement shall bind and inure to the respective successors and assigns of the parties. Whenever used herein, the singular number shall include the plural, and the plural shall include the singular.**
- 28. **Rental Assistance Plan (For properties with rental assistance other than Key)** – The Property Owner or Property Management Company representative must identify the source of rental assistance available to make Targeted Units affordable to individuals with SSI-level income and insert a description below of how the rental assistance works, how Program Qualified Tenants will access the rental assistance and who (Property Owner, Property Management Company, or a local Public Housing Authority) makes the decision to award rental assistance to households at the property. If the rental assistance source has a waiting list requirement, do the regulations governing the rental assistance allow the Program Qualified Tenants to be offered a unit ahead of others on the rental assistance waitlist in order to comply with Targeting Program requirements?

**(b) Owner Agreement to Participate (if applicable)  
Terms and Conditions**

RECITALS

- A. The Agency, in conjunction with the NC Department of Health and Human Services (NC DHHS), operates The Targeting Program that creates access to affordable rental units for people with disabilities.
- B. The Agency, in conjunction with NC DHHS, operates a rental assistance program, “Key Rental Assistance”, which provides financial assistance to owners of rental housing projects in order to provide more affordable housing opportunities for persons with disabilities renting Targeted Units.
- C. The Owner owns and operates a rental project and has requested Key Rental Assistance.
- D. The Agency is willing to provide Key Rental Assistance to the Owner, subject to the terms and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) by the Owner to the Agency, the exchange of the mutual promises set forth herein and other good and valuable consideration, the Owner and the Agency agree as follows:

**Section 1: Procedures and Requirements**

This Agreement, and any assistance provided under it, is made pursuant to certain Key Rental Assistance procedures and requirements found in the Targeting Program Manual issued by the Agency and NC DHHS, as may be modified, supplemented or amended from time to time by the Agency at its sole discretion. Modifications, supplements, and additions to the Targeting Program Manual shall become effective no earlier than thirty (30) days after the date of issuance or as noted in the modification, supplement, or additions and may be disseminated by mail, e-mail, or other web-based format including posting to the Agency’s website. The Owner is responsible for checking the website for modifications, supplements, and additions to the Targeting Program Manual. All provisions for the Targeting Program Manual are hereby incorporated into this Agreement by reference and are considered a material part of this Agreement. Additionally, this Agreement made to support the commitments made by the Owner in the Targeting Unit Agreement executed by the Owner and the Agency, or in any subsequent modifications, updates or revisions to the Targeting Unit Agreement.

**Section 2: Term and Termination**

The term of this Agreement will be for a period of ten (10 years) from the date first written above (Initial Term). After the Initial Term, the Agreement will automatically renew for subsequent 12-month terms until the earlier of the following:

- a) The date the Agency serves written notice to the Owner of their Agreement termination. ,
- b) The date the Agency provides written acceptance of the Owner’s written notice to voluntarily terminate this Agreement.
- c) The date that funding for Key Rental Assistance is exhausted, insufficient or otherwise not available to the Agency.
- d) The date a modified Targeted Unit Agreement is executed to reduce the number of Key Rental Assistance units to zero.
- e) The date an Event of Default described in Section 8 occurs.

In the event of termination, the Key Rental Assistance will not be provided for any new Targeted Unit tenant(s) who move in after the date of termination, but will continue for the existing Targeted Unit tenants(s) with Key Rental Assistance prior to the date of termination until any of the following occurs for said existing tenant(s):

- (a) Moves from the property.
- (b) Becomes ineligible for subsidy.
- (c) Funding for Key Rental Assistance is exhausted or otherwise not available to the Agency.

In the event of Agreement termination, the Owner shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement. The Agency may withhold any disbursement to the Owner until such time as the exact amount of damages due the Agency from the Owner is determined. Termination of this Agreement will not waive, diminish or otherwise alter the Owner's obligations under the Tenant Lease(s). In the event of either:

(a) Voluntary agreement termination by the Owner or termination due to a breach by the Owner, the Owner will renew all Targeted Unit Tenant Lease(s) at the tenant-paid share of the contract rent amount for a period of three (3) additional years. During this time if there are repeated lease violations or other good cause, the Owner may elect not to renew a lease or may evict a tenant for repeated lease violations or other good cause.

(b) Termination because funding is exhausted or otherwise not available to the Agency, upon notice from the state, the Owner or Property Management company shall provide 90-day written notice to the tenant of the impending end of assistance. Once Key Rental Assistance ends:

- i. Owner shall accept only the tenant-paid portion of the rent as full satisfaction of the rent payment for the duration of the lease, or for a period of 90 days from the date of the written notice to the tenant, whichever is greater.
- ii. After the 90-day period or upon the expiration of the lease, whichever is greater, the tenant will be responsible for the entire amount of the rent.
- iii. Loss of Key Rental Assistance may not be considered a breach of the lease, nor grounds for eviction.

**Section 3: Key Rental Assistance**

The Agency agrees to provide ongoing financial assistance to the Owner as described in this Section provided the Owner is in compliance with the terms and requirements outlined in this Agreement, the Targeting Unit Agreement, and the Targeting Program Manual.

- (a) The Key Rental Assistance is made to provide assistance to a residential housing project known as «AMP.Name» (the Project) located in «AMPADD.CountyName» County.
- (b) The Assistance will be for the number of units with Key Rental Assistance as specified in the current executed Targeting Unit Agreement, as may be modified from time to time, and occupied and leased pursuant to the requirements of the Targeting Program Manual.
- (c) The Key Rental Assistance will fund the difference between the tenant-paid rent amount and the Key payment standard, each as determined under the Targeting Program Manual.
- (d) The Owner authorizes the management company responsible for the Project to submit requests for Key Rental Assistance in a form and manner approved by the Agency.
  - i. Key Rental Assistance payment requests must be submitted within 30 days of the move-in date and monthly thereafter.
  - ii. Key Rental Assistance payment requests submitted more than 12 months after the payment due month will not be paid.

- (e) The Targeting Program Manual will be updated from time to time and once published to the Agency website will supersede all previous versions.
- (f) Any Key Rental Assistance required to be paid by the Agency to the Owner is contingent upon the availability of funding for Key Rental Assistance and may be terminated at any time the funding is exhausted, insufficient or otherwise not available to the Agency.

#### **Section 4: Representations of the Owner**

The Owner hereby makes the following representations, warranties and covenants to the Agency and the truth and accuracy of such representations and warranties and compliance with and performance of such covenants are continuing obligations of the Owner. If any of the material representations or warranties made herein cease to be true and correct or the Owner breaches any of its material covenants made herein, the Owner agrees to notify the Agency immediately and the same shall constitute an Event of Default under this Agreement:

- (a) The Owner is duly organized and validly existing under the laws of the State of North Carolina with full power to undertake the obligations as contemplated by this Agreement. The execution and delivery of the Agreement have been duly authorized by all necessary corporate action on the part of the Owner, its partners, members, officers, and/or directors, as applicable.
- (b) There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or to the knowledge of the Owner, threatened against or affecting it, which, if adversely determined, would materially impair its right or ability to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or that would materially adversely affect the Owner's financial condition.
- (c) The Owner shall take all reasonable actions necessary to ensure it has the capacity to implement the services contemplated under this Agreement and the Targeting Program Manual.
- (d) The Owner is in compliance and covenants that all services under this Agreement will be performed in compliance with, all Federal, state, and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements applicable to the business of the Owner and the provisions of services by Owner under this Agreement. This includes, but is not limited to all Federal and state laws and regulations related to privacy/confidentiality, tenant's rights, and those designed to prevent unfair, deceptive, and discriminatory housing practices.
- (e) The Owner covenants that: (i) it will perform its services and obligations in accordance with this Agreement and Applicable Laws, and will promptly provide such performance or other reporting as may be reasonably required by the Agency; (ii) it will maintain complete, accurate and appropriate records of, and supporting documentation for, all services provided in connection with the Key Rental Assistance; and (iii) all data and other information reported by the Owner to the Agency under this Agreement will be true, complete and accurate in all material respects, and consistent with all relevant business records, as and when provided.
- (f) The Owner will be responsible for the supervision and management of any property management company it engages to assist in the performance of the services or any obligation under this Agreement. The Owner shall ensure that all of its property managers comply with the terms and provisions of this Agreement and the Targeting Program Manual.
- (g) The Owner agrees to maintain at all times, at Owner's expense, until final completion of the services covered under this Agreement, unless otherwise agreed to by the Agency, insurance in the following forms and amounts:
  - i. Workers Compensation and Employer's Liability Insurance
  - ii. Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage liability
  - iii. Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits not less than \$1,000,000 annual aggregate

- iv. Business Personal Property Coverage on commercially reasonable amounts and on commercially reasonable policy forms
- (h) The Owner has not executed and will not execute any agreements with provisions contradictory to, or in opposition to, the provisions of this Agreement.

#### **Section 5: Conditions Precedent to Disbursements**

As a condition to its obligation to make the disbursements of funds hereunder, the Owner shall submit documentation including the following:

- (a) This Agreement
- (b) IRS EIN letter
- (c) W-9
- (d) ACH authorization

and any other documentation the Agency may require in a specified manner prior to first Key Rental Assistance payment.

#### **Section 6: Direct Deposit**

The Owner authorizes the North Carolina State Treasurer, at the direction of the Agency, to initiate ACH credit entries for payments due under this Agreement, pursuant to the “Established Operational Procedures for State Treasurer’s electronic payments system,” which may be in effect from time to time. The Owner also authorizes any necessary ACH debit entries or adjustments for any ACH credit entries made in error to the account.

#### **Section 7: Books and Records**

The Owner shall always keep and maintain the following: complete and accurate books of accounts, contracts, leases, data, reports, documents, audit logs and records, including electronic records, or copies thereof and other instruments which may relate to Key Rental Assistance and as stipulated in the Targeting Program Manual. Such Records shall be subject to examination and inspection at any reasonable time by Agency, its auditor, or agents. The Records include but are not limited to:

- (a) Records demonstrating that each family is income eligible.
- (b) Records demonstrating that each project meets the written tenant selection policies and criteria of §92.209(c), including any targeting requirements, property inspection reports, and calculation of the subsidy.
- (c) Maintain a copy of the lease to demonstrate each lease for a tenant receiving rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of §92.253. Records must be kept for each family.

In addition to any obligation to retain Records under applicable laws, the Owner covenants to retain all Records related to its obligations under this Agreement. Unless otherwise directed by the Agency, the Owner shall retain these Records for a period of five years after assistance ends, unless those same Records are required to be retained for a longer period by another governing regulation related to a funding source (Retention Period). If any litigation, claim, or audit is started before expiration of the five-year period, the Records will be retained until the litigation, claim, or audit findings involving the records have been resolved and final action taken.

#### **Section 8: Events of Default**

Each of the following shall be an Event of Default by the Owner:

- (a) The breach by the Owner of any of Owner's material representations, warranties, or covenants set forth in this Agreement, the Targeting Unit Agreement or the Targeting Program Manual.
- (b) The failure of the Owner to perform any of its obligations under this Agreement, the Targeting Unit Agreement or the Targeting Program Manual.
- (c) The failure to return disbursed funds that are later determined to be not owed.
- (d) Any representation by the Owner or its agents made in conjunction with this Agreement, the Targeting Unit Agreement, or any other document relating to Key Rental Assistance, is false or misleading in any material respect when given.
- (e) The dissolution, merger, consolidation or termination of existence of the Owner or the transfer of Owner's interest in this Agreement without Agency's prior written consent.
- (f) The application for the appointment of a receiver for Owner; or the filing of a petition under any provisions of the Bankruptcy Code or Act by Owner; or the filing of a petition under any provisions of the Bankruptcy Code or Act against Owner which is not dismissed within 90 days; or the filing of an answer in an involuntary proceeding by Owner admitting insolvency or inability to pay debts; or any assignment for the benefit of creditors by or against Owner; or the attachment, execution or other judicial seizure of any portion of Owner's assets which is not discharged within ten (10) days (for the purposes of this Section the term Owner includes general partners, members and managers).
- (g) Failure to maintain any part of the Project as decent, safe and sanitary as required under applicable local housing codes.
- (h) Failure to comply with this Agreement, the Targeting Unit Agreement or the Targeting Program Manual, as any may be amended.
- (j) violation of the Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits, if applicable.

The Agency will be in default if it does not make payment(s) within thirty (30) days of being due, so long as the Owner has met all requirements for disbursement and is not itself in default of this Agreement. The Owner's sole remedy for the Agency's default will be to bring legal action to enforce this Agreement. No action, omission or breach by the Agency will waive, diminish or otherwise alter the Owner's obligations under the Tenant Lease(s).

### **Section 9: Agency Remedies**

Upon occurrence of any default by the Owner, the Agency may, at its option, take any one or more of the following actions or remedies:

- (a) terminate this Agreement and any Key assistance;
- (b) reduce the amount of Key assistance;
- (c) obtain against the Owner a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the Targeting Program Manual;
- (d) require the Owner to take corrective actions to correct the problem(s) and prevent any reoccurrence; and
- (e) declare the Owner not in good standing with the Agency.

The Agency will provide the Owner thirty (30) days written notice and opportunity to cure prior to implementing any of the above.

The taking of any action or exercise of any remedy shall not constitute an election of remedies or preclude Agency from taking any other action or exercising another remedy available at law or in equity. No failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy. No actions or remedies taken by the Agency under this Section will waive, diminish or otherwise alter the Owner's obligations under the Tenant Lease(s).

**Section 10: Prohibited Activities**

- (a) None of the Key assistance funds shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- (b) There shall be no religious instruction conducted in connection with the performance of the Agreement.
- (c) The Owner will not discriminate against any person employed in the performance of this Agreement, or against any applicant for housing assisted under this Agreement, because of race, sex, age, creed, color, disability, family status, or national origin.
- (d) No employee, officer or agent of the Owner shall create a conflict of interest, real or apparent, in administering the funds covered by this Agreement. Notwithstanding the foregoing, the Agency acknowledges that Owner has entered into a development and/or management Agreement with affiliates of and/or related parties to Owner, and fees paid pursuant thereto may be funded in part by the funds covered by this Agreement.

**Section 11: Amendments**

Any proposed changes in this Agreement will be in writing, submitted to, approved and executed by the Agency before the performance of any work involved in the proposed change.

**Section 12: Notice**

Delivery to the parties at the following addresses will satisfy the requirement to provide notice under this Agreement:

<b>Agency:</b> North Carolina Housing Finance Agency	
Attn: Rental Investment	
3508 Bush Street	P.O. Box 28066
Raleigh, NC 27609 (street address)	Raleigh, NC 27611-8066 (mailing address)
<b>Owner:</b> Owner Organization Name	
Mailing Address	
City, State, Zip Code	

Notice shall be effective upon the earliest of the following to occur: (a) actual receipt; (b) if mailed, three business days after deposited in the United States Mail; (c) the next business day if sent to the street address by recognized overnight courier (such as Federal Express) for next day or next business day delivery; or (d) upon refusal of the party being so notified to accept delivery. Either party may change their address for notice upon at least ten (10) days prior written notice to the other.

**Section 13: LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE AGENCY, OR ITS OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OWNER WITH RESPECT TO THE SERVICES OR THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THE FOREGOING, FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO DIRECT DAMAGES, INDIRECT DAMAGES, LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE.

**Section 14: Governing Law**

This Agreement shall be construed, governed, and enforced by and in accordance with the laws of the state of North Carolina. Each party expressly consents to the jurisdiction of the state courts of the state of North Carolina should litigation arise between the parties.



**Section 15: Other Obligations of Owner**

Nothing in this Agreement should be construed by the Owner to waive or relieve the Owner of any obligation under any other Federal or state law, regulation, program, loan, contract, or other agreement.

**Section 16: Waiver**

The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of subsequent breach of either the same or another provision of this Agreement.

**Section 17: Assignment**

The Owner has no power to transfer or otherwise assign any of the rights, obligations, or duties arising under this Agreement without the prior written consent of the Agency. The Agency may grant or deny its consent in its sole discretion. Any attempted transfer or assignment made without such consent from the Agency shall be void and of no effect.

**Section 18: Survival**

The terms of this Agreement shall bind and inure to the respective successors and assigns of the parties. Whenever used herein, the singular number shall include the plural, and the plural the singular.

**(c) Property Profile**

The Agency completes this questionnaire to the extent property information is available and sends it to a representative of the management company for completion and return to the Agency.

<b>Property Description</b>									
Name of Property									
Property Street Address									
Property City									
Property County									
Property Zip Code									
<b>Property Type</b>									
Property Funding (check all that apply)		Tax Credits		Rural Dev. (RD)		HUD - HOME		HUD-Section-8	
Construction Type (Choose 1)		New Construction		Newly Rehabbed		Existing/In Operation			
Estimated Date Units will be available									
		<b>Total Units</b>		<b>Accessible or Type A Units</b>			<b>Accessible (curbless shower)</b>		
Total number of units									
Total efficiency units									
Total 1 BR units									
Total 2 BR units									
Total 3 BR units									
Total 4 BR units									
<b>Project Based Rent Assistance</b>		Property has project based assistance, other than Key? (yes or no)							
		How many units of project based assistance?							
		What is the source of project based assistance?							
		Is the Rent Assistance controlled by a local PHA?							
		Is the property waiting list managed by a local PHA?							
Are there any restrictions or eligibility criteria on the source of Rent Assistance that would prevent or make difficult providing access to Targeting Program participants entitled to a priority for a unit at the property? If yes, describe.									
Who controls the property waiting list?									
<b>Targeting and Key Unit Summary</b>				<b>(A) Total Required</b>		<b>(B) Total Voluntary</b>		<b>Total Targeted Units (A+B)</b>	
		<b>Targeted Units</b>							
		<b>Total Key Units</b>							
Does the property have any adaptability, accessibility or assistive technology features beyond the required minimum?									
If so, describe and include unit mix.									
<b>Access to Community Features</b>	<b>Community Feature</b>	<b>Miles</b>	<b>Sidewalk</b>	<b>Community Feature</b>	<b>Miles</b>	<b>Sidewalk</b>	<b>Community Feature</b>	<b>Miles</b>	<b>Sidewalk</b>
	Public Trans. Stop			Community College			County DSS Office		
	Full-service Grocery			Hospital			County Health Dept.		
	Convenience Store			Pharmacy			Library		
	Elementary School			Medical Offices			Bank/Credit Union		
	Middle School			EMS Station			Post Office		
	High School			Fire Station			Community Center		

	Day Care/After School			Police Station			Pub. Park/Athletic Field		
Describe the availability of Public Transportation to the site including transportation specifically for persons with disabilities. Call NCDOT/Public Transportation Div. at 919-707-4670 for local info.									
<b>Contact Information</b>									
<b>Name of Management Agent</b>									
Mailing Address									
<b>Primary Senior Contact</b>									
Primary Senior Contact Title									
Phone #									
Email Address									
<b>Primary Contact for day to day issues</b>									
Title									
Phone #									
Email Address									
<b>Primary on-site contact, if different from above</b>									
Title									
Phone #									
Email Address									
<b>Property Characteristics</b>									
On-Site Office Hours									
Are Applications available on-line? (Yes or No)				If yes, at what web address?					
Do you charge an application fee to Targeting Unit applicants? (Yes or No)						If so, how much?			
How much is the typical Security Deposit?									
Are you aware that Targeting applicants will have their Security Deposit paid through the Key program? (yes or no)									
Are Pets allowed? (Yes or No)		If yes, any restrictions?		Service/Companion animals with doctor approval					
What is the property's Smoking Policy?		In the Unit?		In Common Areas?		On Grounds?			
Tenant paid utilities		Electric		Gas		Water/Sewer			
Electric company for property									
Gas company for property									
Water/Sewer provider for the property									
Cable provider for the property									
<b>Building Characteristics</b>		Single floor units		Are there stairs associated with single floor?		2 story Townhome		Elevator building	
<b>Unit Characteristics</b> (check all that apply)		Dishwasher		Ceiling Fans		Balcony/Patio			
		Laundry		Hook ups in unit		On-site Laundry Room		None	
<b>Community Features</b> (check all that apply)		Community Room		Fitness Center		Computer Lab			
		Business Center		Lounge with TV		Swimming Pool			
		Playground		Picnic Area		Sports Court			
Obtain a copy of the Tenant Selection Criteria, review for compliance and attach.									

#### (d) Tenant Selection Plan

The North Carolina Housing Finance Agency (the Agency) has a responsibility to affirmatively further fair housing within its housing programs. Among the Agency's public policy objectives related to fair housing are the following:

1. Ensure access to housing created through our programs by vulnerable, underserved, and at-risk populations through the application of reasonable tenant selection criteria by our landlord partners.
2. Ensure access for vulnerable, underserved, and at-risk populations in the most integrated settings within the community.
3. Ensure compliance with all applicable federal regulations related to fair housing. This includes but is not limited to:
  - Title VI of the Civil Rights Act of 1964 ▪ Prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.
  - The Fair Housing Act (Title VIII of the Civil Rights Act of 1968) ▪ Prohibits discrimination in the sale, rental and financing of housing based on race, color, sex, religion, and national origin.
  - The 1988 Fair Housing Amendments Act ▪ Expands the scope of the Fair Housing Act by adding disability status and familial status as protected categories. The legislation also strengthened federal enforcement provisions.
  - Title II of the Americans with Disabilities Act of 1990 ▪ Protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs and activities provided by state and local government entities regardless of whether these entities receive Federal financial assistance.
  - The Violence Against Women Act of 1994 (VAWA) ▪ Requires that properties have emergency transfer plans and emergency transfer request procedures for victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity or sexual orientation. Applies to all federal programs.

NC Housing Finance Agency requires landlords who participate in Agency-administered rental programs to have a written property-specific Tenant Selection Plan. The criteria contained in a Tenant Selection Plan must not be so restrictive that it creates a disparate impact on groups protected by the federal Fair Housing Act. The criteria must align with HUD's requirement for housing entities to affirmatively further fair housing and conform to any applicable HUD guidance published on the subject.

Agency-administered properties that include financing from the **U.S. Department of Agriculture Rural Development (RD 515)** must prepare and maintain Tenant Selection Plans in accordance with Rural Development guidelines. To the extent such a Tenant Selection Plan does not address all the elements in the Agency policy, the property owner must either modify the RD plan or prepare an addendum that addresses all of the Agency-required elements. In the event Rural Development requires subsequent changes to the Tenant Selection Plan, the owner must submit any modifications to the Agency for review and approval.

Agency-administered properties that are regulated by the federal **Department of Housing and Urban Development (HUD) Multifamily or HUD Public and Indian Housing** must prepare and maintain Tenant Selection Plans in accordance with HUD guidelines. To the extent such a Tenant Selection Plan does not address all the elements in the Agency policy, the property owner must either modify the HUD plan or prepare an addendum that addresses all of the Agency-required elements. In the event HUD or the contract administrator requires subsequent changes to the Tenant Selection Plan, the owner must submit any modifications to the Agency for review and approval.

For all Agency-monitored properties, regardless of HUD or RD participation, a property's Tenant Selection Plan must:

1. Specify how applicants are selected for tenancy. All criteria used in the decision-making process must be included in the plan. The plan must have enough specificity that the applicant can read it and reasonably determine their likelihood of acceptance to the property.
2. Contain screening criteria that is no more restrictive than described in section 3 below.
3. Be clearly posted in the property rental office as well as anywhere else applications are disseminated, including websites. Copies of the Tenant Selection Plan must be available to applicants upon request.

All properties subject to Agency monitoring must submit a Tenant Selection Plan for Agency review and approval and implement any Agency required lease addenda addressing fair housing. Failure to comply with either of these requirements, or failure to satisfactorily address concerns or deficiencies identified by the Agency, may result in the property owner and/or agent being considered not in good standing and result in a suspension from doing future business with the Agency until the issue is corrected.

*Fair Housing and Tenant Selection Policy for Properties Monitored by the North Carolina Housing Finance Agency* is published on the Agency's website:  
[www.nchfa.com/sites/default/files/page\\_attachments/TenantSelectionPlanPolicy.pdf](http://www.nchfa.com/sites/default/files/page_attachments/TenantSelectionPlanPolicy.pdf).

**(e) Affirmative Fair Housing Marketing Plan**

Use this version of HUD's Affirmative Fair Housing Marketing Plan form, unless a more recent version has been published by HUD:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/hudclips/forms/hud9a](http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud9a)