

**Inter-Agency Partnership Agreement**  
**Among**  
**The Maryland Department of Health and Mental Hygiene**  
**and**  
**The Maryland Department of Disabilities**  
**and**  
**The Maryland Department of Housing and Community Development**

This Inter-Agency Partnership Agreement (Agreement) is made as of the effective date provided on the last page hereof by and among the Maryland Department of Health and Mental Hygiene (DHMH) whose principal place of business is at 201 West Preston Street, Baltimore, MD 21201, the Maryland Department of Disabilities (MDOD), whose principal place of business is 217 E. Redwood Street, Baltimore MD 21201 and the Maryland Department of Housing and Community Development (DHCD), whose principal place of business is 100 Community Place, Crownsville, MD 21032.

**WHEREAS**, the State of Maryland (State) strives to ensure that all individuals who are eligible to receive long term services and supports receive them in the most integrated setting possible;

**WHEREAS**, DHMH is the health and human services agency of the State and is responsible for operating a program of medical assistance (Medicaid) designed to pay for medical services for eligible individuals, and for overseeing the Developmental Disabilities Administration (DDA), the Mental Hygiene Administration (MHA), and the Money Follows the Person Demonstration Program (MFP).

**WHEREAS**, MDOD is an agency of the State and is responsible for unifying and improving the delivery of services to people with disabilities by working collaboratively with all state government agencies; and develops and facilitates the implementation of the State Disabilities Plan, calling for collaborative partnerships with state agencies to improve services for people with disabilities.

**WHEREAS**, DHCD is a principal department of the State and the State's housing finance agency with responsibility for administering affordable housing programs throughout the State. These programs include federal Low Income Housing Tax Credits, HOME, Community Development Block Grant, and Housing Choice Vouchers, as well as other federal and State funded housing development and rental assistance programs;

**WHEREAS**, DHMH, MDOD, and DHCD agree to work together as described in this Agreement to apply for and implement, if awarded, the U.S. Department of Housing and Urban Development (HUD) Section 811 Project Rental Assistance Demonstration Program (PRA). *See* HUD Fiscal Year 2012 (FY) Notice of Funding Availability (NOFA) for Section 811 Project Rental Assistance Demonstration Program, Docket No. FR-5600-N-28, attached as Appendix A. DHCD will be the Lead Applicant for purposes of signing the HUD Cooperative Agreement, if awarded, and will be the sole entity that will have access to HUD's Electronic Line of Credit Control System (eLOCCS) in order to drawdown PRA funding. The PRA application is one component of collaborative efforts by the parties hereto to expand affordable, integrated housing coupled with voluntary community-based long term support services for very low-income nonelderly persons with disabilities. Maryland has a long commitment to providing housing for persons with disabilities, programs which have been nationally recognized by the National Council of State Housing Agencies (NCSHA), the Council of State Community Development Agencies (COSDA), and the National Association of Housing and Redevelopment Officials (NAHRO), including the Bridge Subsidy Demonstration Program, the Partnership Rental Housing Program's individuals with disabilities or special needs (IDSN) units, and a unique public-philanthropic partnership with the Harry and Jeanette Weinberg Foundation.

**NOW, THEREFORE**, the parties agree as follows:

## A. Target Population

1. Eligible Tenants: PRA funds may only be provided to support units for Extremely Low-Income disabled households. As defined by the Program NOFA, Extremely Low-Income Families are those whose annual income does not exceed 30 percent of the median income for the given area, with adjustments for smaller and larger families. Within the disabled household, at least one person must be an individual with a disability, 18 years of age or older and less than 62 years of age at the time of admission into the property. The person with the disability must be eligible for the community-based, long-term services that will be provided under this Agreement and which are described below in Section D. Tenants who meet the requirements of this section are hereinafter referred to as Eligible Tenants.
2. Target Population means Extremely Low-Income disabled persons that meet the criteria of Eligible Tenants described above, are Medicaid recipients, and that will receive priority for PRA units in accordance with section C.4 hereof.

## B. Outreach

1. DHMH and MDOD will establish a system of outreach to ensure an adequate and appropriate number of the Target Population will be made aware as PRA units become available.
2. Outreach will include:
  - Ongoing program information sessions at regularly scheduled case management meetings beginning Summer 2012 for case managers who will provide referrals.
  - PRA program training for case managers to include: PRA program information, eligibility criteria, prioritization of referrals, use of eligibility list system, reporting of outreach activities.
  - Development of an outreach tracking system to collect and analyze case manager outreach activities, for the purpose of informing PRA program managers of the need for additional targeted training and program information.
  - Periodic dissemination of program information to agencies serving the Target Population related to specific needs for outreach in targeted areas based on anticipated and actual unit availability.

## C. Referrals

1. Referral List: MDOD will maintain a referral list which includes applicant preferences for county(s) of residence, bedroom size, accessibility needs, and other information as appropriate.
2. Initial Occupancy of new and existing units: To ensure timely and responsive referrals to available units, MDOD will work closely with the owners of properties and their management agents (collectively referred to as Owners) with PRA units. For properties that are new construction or substantial rehabilitation, outreach will begin approximately six to nine months in advance of initial occupancy. When MDOD is notified or becomes aware of availability of PRA units, it will promptly select an appropriate number of potential applicants from the referral list. MDOD will notify applicants and case managers and others as appropriate and will work with applicants and their advocates to ensure that the documentation needed for referral is complete and delivered to the property manager at least 90 days in advance of anticipated move-in. This timeframe is designed to ensure prompt lease-up and to avoid unnecessary vacancies in PRA units. For existing properties, MDOD will begin outreach as soon as MDOD becomes aware of an expected vacancy, generally when the Owner notifies the agency of the available PRA unit. The goal is that MDOD will be advised two months in advance of vacancy.
3. Unit Turnover: Tenants will be required to notify Owners as soon as possible of an intent to terminate a lease but in no less than the time provided under their lease. Case managers will work with tenants to

ensure Owners and MDOD are made aware of terminations. Owners will be required to notify MDOD of a vacancy, providing MDOD with as much notice as possible. When MDOD is notified, the agency will promptly select an appropriate number of potential applicants from the referral list. Within one week of notice by the Owner of the vacancy, MDOD will notify applicants and case managers, and others as appropriate, and will work with applicants and their advocates to ensure that the documentation needed for referral is complete and delivered to the Owner within two weeks to ensure prompt lease-up and to avoid unnecessary vacancies in PRA units.

4. Prioritization of Referrals: Persons who are Medicaid recipients and meet the following criteria will be prioritized for PRA units:

- Priority #1 Institutionalized Medicaid Recipients.
- Priority #2 At Risk of Institutionalization Due to Current Housing Situation.
- Priority #3 DDA Community Pathways Waiver Participants Moving from Group Homes/ALUs to independent renting and MHA Residential Rehabilitation Program participants moving to independent renting.
- Priority #4 Homeless and Medicaid recipients, prioritized in HEARTH Act (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, 42 USC 11301 (note)) definition order.

#### **D. Supportive Services**

1. DHMH will make available the following voluntary support services to tenants in PRA units who are Medicaid recipients, eligible to apply for the following services, and meet all other Medicaid eligibility criteria:
  - The Living at Home (LAH) waiver serves individuals between the ages of 18 and 64 and provides attendant care, case management, assistive technology, home delivered meals, environmental accessibility adaptations, consumer and family training, personal emergency response systems, transition services, dietician and nutritionist services, and nurse monitoring as part of its service package.
  - The Older Adult Waiver (OAW) serves adults age 50 and older and provides attendant care, case management, assistive technology, home delivered meals, environmental accessibility adaptations, nurse monitoring, and assisted living as part of its service package.
  - The Traumatic Brain Injury (TBI) waiver serves adults with traumatic brain injuries and provides rehabilitation, family and individual support services, supported employment, and residential rehabilitation.
  - The Community Pathways (CP) waiver serves adults with developmental disabilities and provides personal supports, resource coordination (case management), day/ extended day rehabilitation, environmental modifications, community supported living arrangements, respite care, family and individual support services, transition services, medical day care, and adaptive equipment and assistive technologies administered through the Developmental Disabilities Administration (DDA).
  - The New Directions (ND) waiver provides respite, supported employment, employment discovery and customization services, community learning services, community supported living arrangements, transportation, environmental accessibility adaptations, family and individual support services, transition services, support brokerage, and assistive technology and adaptive equipment, resource coordination, day habilitation, medical day care and behavioral supports. Participants are able to self-direct these services.

- The Medical Day Care (MDC) Services Waiver provides community-eligible Medicaid recipients age 18 and over who require a nursing facility level of care an alternative to institutional care and provides Medical Day Care services only.
  - Medical Assistance Personal Care (MAPC) serves adults living in the community who need assistance with activities of daily living (ADL). MAPC provides personal attendant care services.
  - Psychiatric Rehabilitation Program Services for adults offer rehabilitation and recovery activities directed toward the individual's recovery and the improvement or restoration of skills, including self-care skills, social skills, independent living skills, mobility and transportation skills, money management, accessing available entitlements and resources, supporting the individual to obtain and retain employment; and medication services.
2. Medicaid recipients utilizing long-term services and supports will receive annual medical assessments that inform plans of service to meet their needs. The implementation of these plans is monitored by case management providers related to the program that provides the needed services and supports. Each program must meet mandatory health and safety assurances and minimum quality standards set by the State and approved by the Centers for Medicare and Medicaid Services (CMS). While the individual maintains eligibility for Medicaid funded long-term services and supports, case management services will be available to ensure implementation and adequacy of the service plan.
  3. DHMH will ensure case managers or other appropriate supports maintain contact with tenants in PRA units on a regular frequency, as defined in the individual's service plan.
  4. MDOD and DHMH will establish Memorandums of Understanding (MOUs) with the various Centers for Independent Living (CILs) in Maryland whereby they will work together to make the following services and supports available to eligible applicants and existing tenants in PRA units:
    - Independent Living Training/Counseling designed to help people find appropriate, affordable and accessible housing and transition from a nursing home back to the community by providing one-on-one counseling and training in an array of areas designed to promote and support the individuals independence;
    - Information and Referral designed to identify resources, services and service providers in public, private and community organizations that can assist individuals live independently in the community;
    - Individual and Systems Advocacy with consumers designed to increase their advocacy skills and knowledge of their civil rights; and
    - Peer Counseling provided by Independent Living Specialists who assist with self-directed goal setting and achievement, direct consumers to appropriate services and resources and serve as advocates.
  5. Housing Stabilization Training: Designated DHMH and MDOD staff will train and offer support across all support services agencies to better ensure support for housing stabilization for PRA tenants. This will include the development of consumer training and access to community resources; providing consumer education on household budgeting, good tenancy, and fair housing, including how to understand, request and use reasonable accommodations. Additionally, staff training to improve communication with clients and property managers to assist in the identification, recognition and resolution of issues that could affect tenancy will be provided.
  6. Voluntary Participation in Services: Participation in services by tenants in PRA units is voluntary. Case managers and advocates will be trained to appropriately offer and encourage tenants to seek out and/or accept services and supports when the tenant's ability to live successfully in the community would

benefit from access to voluntary community-based support services. A decision to discontinue services could impact tenancy if such decision results in lease-violating behaviors. Tenants are required to comply with lease requirements, regardless of whether they choose to participate in services.

#### **E. Dispute Resolution**

1. DHMH, MDOD and DHCD will develop procedures to ensure prompt resolution of tenant issues involving potential lease violations. These procedures will define roles and responsibilities and ensure that all appropriate parties are involved including the tenant, Owner, property manager, case manager or other supports. The procedures also will provide for appropriate, confidential, clear and regular communication involving tenant issues. Such procedures are not intended to take the place of the Owner's right to terminate a lease for documented lease violations as permitted under the lease, as well as local, state and federal laws, but rather to avoid termination as often as possible.
2. Owners will have a single point of contact for each PRA tenant. Additionally, the MFP Housing Director will act as the back-up point of contact. The MFP Housing Director is one of the key administrators of the MFP Demonstration Program, a program currently active in Maryland to reduce or eliminate barriers for persons with disabilities to receive long-term care services in home and community settings, rather than in institutional settings.

#### **F. Selection of Projects for PRA Funding**

1. DHCD is responsible for awarding PRA funds and performing all reviews and underwriting tasks including financial feasibility reviews necessary to meet PRA requirements. DHCD will have the lead responsibility for selecting projects and units for PRA funding. DHCD will consult with DHMH and MDOD regarding the types, sizes and location of housing units DHMH seeks to have funded with PRA funding to ensure that the selected PRA units meet the needs of the Target Population. DHMH and MDOD agree to review and provide responses to DHCD in a timely manner. DHMH's and MDOD's review will include a determination as to whether potential tenants from the Target Population are likely to select the PRA units in the proposed locations.
2. DHCD will make the final decision concerning the selection of PRA units and will not select units that DHMH or MDOD has determined are unlikely to be marketable to potential tenants in terms of location, amenities, access to public transportation or other variables.
3. Set-Aside Goal: To increase integration and expand housing choice, DHCD will strive to limit PRA units in any housing development to no more than 20%.
4. Integration: PRA units will not be segregated within the property or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from any other unit in the property.
5. Qualified Allocation Plan (QAP) and Consolidated Plan: DHCD agrees to continue its commitment to encouraging the creation of integrated permanent supportive housing opportunities for persons with disabilities and to provide PRA funding for such opportunities. Currently, DHCD's QAP provides incentives that encourage owners of tax credit properties to target and market units to persons with disabilities. Incentives are also provided to encourage units to be restricted to Extremely Low-Income households. When DHCD revises its QAP, Consolidated Plan or other housing policies, DHCD commits to maintaining existing incentives and/or including new or alternate incentives that will further the production and maintenance of integrated permanent supportive PRA units for persons with disabilities.

## G. Rental Assistance Contract (RAC)

1. As described in the Program NOFA, the RAC is the contract between the Grantee and each owner of an Eligible Multifamily Property. DHCD will manage the RACs and maintain all applicable HUD and other federal requirements. This will include:
  - Executing RACs;
  - Managing the rental assistance program;
  - Assuring compliance with all of the PRA requirements;
  - Ensuring that tenancy in the PRA units is reserved for the Target Population;
  - Certifying annually to HUD that PRA units are occupied by Eligible Tenants; and
  - Conducting regular physical inspections of the PRA units to confirm that they meet the uniform national standards established by HUD for housing that is decent, safe and sanitary and in good repair. The inspections may be completed using a frequency and sample size that conforms with other federal or state housing program requirements, including the federal Low Income Housing Tax Credit Program.
2. Vacancy Payments: To ensure participation in the program by Owners, DHCD may provide for vacancy payments to Owners to cover circumstances under which a PRA unit remains vacant despite the Owners' timely and reasonable efforts to cooperate with MDOD and DHMH in accepting referrals to fill the unit. The RAC will specify the terms and conditions for vacancy payments.
3. Tenant Selection: As a condition for receiving an award of funding, DHCD will require Owners to have written procedures for selection of tenants for the PRA funded units. These procedures shall:
  - (i) Be consistent with the purpose of improving housing opportunities for Extremely Low-Income persons with disabilities;
  - (ii) Be reasonably related to PRA eligibility and an applicant's ability to meet the obligations of the lease;
  - (iii) Except as provided in (iv) below, require referred applicants to meet the same eligibility standards, with reasonable accommodations provided as needed, as other applicants, including but not limited to income eligibility, ability to maintain the apartment and live reasonably with other tenants and otherwise comply with lease provisions;
  - (iv) Clearly provide that the referred applicant's ability to pay rent and credit history is not relevant to tenant selection because of the project-based rental assistance provided for each PRA unit;
  - (v) Identify a single point of contact for the tenant at each property for the Owner/management company;
  - (vi) Specify that Owners shall promptly notify the applicant and, their advocate as listed on their application, and MDOD in writing of any rejected application and the grounds for any rejection;
  - (vii) Specify that Owners may not prohibit disabled persons from applying for residency in non-PRA units in the property; and
  - (viii) Acknowledge that tenant participation in supportive services will not be a condition of tenancy.

## H. Regulatory Agreement

DHCD will require Owners selected to receive PRA funds to enter into a regulatory agreement, which may be recorded. The Regulatory Agreement will outline the Owner's obligation and rights under PRA and reference applicable State and federal laws and this Agreement, and will include the use restriction required by the HUD NOFA and the Cooperative Agreement executed between HUD and the Eligible Applicant upon receipt of the grant award. The Regulatory Agreement will also address the rights, obligations, and remedies of the parties to

the Regulatory Agreement in the event of noncompliance by any of these parties. DHCD will monitor the property for compliance with this Regulatory Agreement. Results of such oversight will be shared with DHMH and MDOD.

#### **I. Oversight and Monitoring**

1. As part of its asset management of properties in its portfolio, DHCD will monitor properties to determine compliance with the Regulatory Agreement. DHCD will monitor compliance with all of the PRA requirements including providing decent, safe and sanitary housing to PRA tenants, and accurate and timely PRA payment to Owners.
2. DHMH will ensure appropriate oversight of Medicaid funded supports. Each Medicaid-funded service program has a set of federally-approved quality measures that governs the implementation and monitoring of the services. In each program, a case manager or case monitor must be in regular communication with the recipient in order to monitor the provision of services and coordinate service delivery. Moreover, each Medicaid program has a critical incident or reportable event policy that identifies, remediates, and tracks issues with services and recipient health and safety. Additionally, each program also has quality monitoring through provider audits, claims review, and in some instances, consumer satisfaction surveys.

#### **J. Program Administration**

1. Program Start Up and Evaluation: DHMH, MDOD and DHCD will jointly assess program start-up and implementation. The agencies will monitor, evaluate and adjust program procedures as needed to ensure the program is functioning in compliance with this Agreement and other requirements of the PRA Program. The agencies will consult with advocacy and support groups similar to those involved in the Maryland Partnership for Affordable Housing (MPAH) Committee. As part of the CMS funded MPAH initiative to prepare for the PRA funding opportunity, DHCD and DHMH formed the MPAH Committee in 2011 to begin their partnership process for PRA.
2. Data Collection and Performance Measurement: DHMH, MDOD and DHCD agree to work collaboratively to identify performance measures and design and implement tools and methods to collect data necessary to measure these outcomes. Such methods will ensure tenant confidentiality and comply with all state and federal data collection requirements.
3. Ongoing Quarterly Meetings: DHMH, MDOD and DHCD will meet, either in person or by telephone, at least quarterly to discuss any issues pursuant to this Agreement and to monitor the progress of PRA. The agencies may also involve an advisory committee in the quarterly meetings.
4. Exceptions: DHMH, MDOD or DHCD may call more frequent meetings to discuss specific issues or to review request for waivers or exceptions to the general parameters of PRA. Approval of any exceptions or waivers to the general program requirements requires consensus of the three agencies.
5. Point of Contacts: DHMH, MDOD and DHCD will each designate a primary point of contact and a back-up contact for PRA. In addition, the three entities will determine a single point of contact for each tenant and will provide this contact information to Owners for each PRA funded unit. The contact persons for the administration of this Agreement are as follows:

DHMH

Lorraine Nawara  
Deputy Director for Community Integration Programs

Maryland Department of Health and Mental Hygiene  
201 West Preston Street  
Baltimore, MD 21201

MDOD

John Brennan  
Chief of Staff  
Maryland Department of Disabilities  
217 East Redwood St.  
Suite 1300  
Baltimore, MD 21202

DHCD

Patricia Rynn Sylvester  
Director, Multifamily Housing  
Maryland Department of Housing and Community Development  
100 Community Place  
Crownsville, MD 20132

**K. Program Policies and Procedures**

DHMH, MDOD and DHCD will jointly develop program guidelines and procedures as needed to ensure successful implementation of the program consistent with this Agreement, and all relevant PRA statutes, regulations and requirements.

**L. Education**

1. DHMH, MDOD and DHCD will work together to educate the community about integrated permanent supportive housing including Owners, property managers, State and nonprofit human services agencies, the disability community, and the public-at-large.
2. On-line training will be made available including training for person-centered thinking for housing organizations, disability awareness and sensitivity and program information.
3. Owners will be provided information about federal and State fair housing laws including those specific to persons with disabilities such as reasonable accommodations and modification requirements of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and other federal, state and local laws as appropriate.

**M. Termination of Obligation.**

1. This Agreement may be terminated upon 30 days written notice by any party. Notice shall be deemed received or given when mailed, and shall be delivered as follows:

**To DHMH:**  
Deputy Director, Behavioral Health and Disabilities  
Maryland Department of Health and Mental Hygiene  
201 W. Preston St.  
Baltimore MD 21201

**To MDOD:**  
Secretary  
Maryland Department of Disabilities  
217 East Redwood St.  
Suite 1300  
Baltimore, MD 21202

**To DHCD:**  
Director  
Community Development Administration  
Maryland Department of Housing and Community Development  
100 Community Place  
Crownsville, MD 21032

**With a copy to:**  
Office of the Attorney General  
Maryland Department of Housing and Community Development  
100 Community Place  
Crownsville, MD 21032  
Attn: Counsel

2. Notwithstanding any of the termination provisions of this Agreement, all outstanding commitments to projects issued prior to the date of such termination shall be governed and funded in accordance with this Agreement. In the event of termination, DHMH, MDOD, and DHCD shall continue to perform their duties under this Agreement for all projects that received PRA funding in accordance with this Agreement.

#### **N. Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State. DHMH, MDOD, and DHCD agree to comply with all applicable federal, State, and local laws.

#### **O. Entire Agreement**

This Agreement, together with any exhibits attached hereto and incorporated herein by reference, represents the complete, total and final understanding of DHMH, MDOD, and DHCD and no other understanding or representations oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto at the time of the execution.

#### **P. Miscellaneous.**

1. This Agreement shall not be assignable or transferable without the prior written consent of DHMH, MDOD, and DHCD.
2. This Agreement may not be changed, altered, or modified except by written agreement executed by DHMH, MDOD, and DHCD. For purposes of this section, the written agreement changing, altering, or modifying this Agreement may be executed by the following persons:

For DHMH: the Deputy Director for Community Integration Programs, Ms. Lorraine Nawara.

For MDOD: the Chief of Staff, Mr. John Brennan.

For DHCD: the Director of Multifamily Housing, Patricia Rynn Sylvester, or the Director of the Community Development Administration, Mr. Frank B. Coakley.

3. If any term, covenant, or condition of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed without such provision, and shall, nevertheless, remain in full force and effect.
4. This Agreement is for the exclusive benefit of DHMH, MDOD, and DHCD. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.

[Signatures begin on following page]

Witness our hands and seals this day.

**THE MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

By: Chm (SEAL)  
Charles J. Milligan, Jr., Deputy Secretary

Approved for form and  
legal sufficiency

7/25/12  
Date

Carol White  
Assistant Attorney General

[Signatures continue on following page]

Witness our hands and seals this day.

**THE MARYLAND DEPARTMENT OF DISABILITIES**

By: Catherine A. Raggio (SEAL)  
Catherine Raggio, Secretary

Approved for form and  
legal sufficiency


7/11/12  
Date

[Signature]  
Assistant Attorney General

[Signatures continue on following page]

Witness our hands and seals this day.

**THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

By :  (SEAL)  
Raymond A. Skinner, Secretary

7/26/12  
Date

Approved for form and  
legal sufficiency

  
Assistant Attorney General

Effective: Date: 7/26/12