

Exhibit 3

Inter-Agency Partnership Agreement

**Inter-Agency Partnership Agreement
Among
The Maryland Department of Health
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 (as defined on the last page hereof) by and among the Maryland Department of Health (MDH) 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 21202 and the Maryland Department of Housing and Community Development (DHCD), whose principal place of business is 7800 Harkins Road, Lanham, Maryland 20706.

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, MDH is the health and human services agency of the State and is responsible for operating a State plan for medical assistance under Title XIX of the Social Security Act (42 U.S.C. 1396, *et seq.*) (Medicaid) designed to pay for medical services for eligible individuals, and for overseeing the Developmental Disabilities Administration (DDA), the Behavioral Health Administration (BHA), 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 various federal and State funded housing development and rental assistance programs. Federal programs include the Low-Income Housing Tax Credit program, tax-exempt bond financing, the HOME Investment Partnership Program, Community Development Block Grant program, and Housing Choice Vouchers. The State's principal multifamily lending programs include the Rental Housing Program, the Rental Housing Works program and the Partnership Rental Housing Program.

WHEREAS, MDH, MDOD, and DHCD are parties to an Inter-Agency Partnership Agreement (First Agreement) effective July 26, 2012, amended as of December 8, 2016, pursuant to which the three agencies work together to administer multiple housing programs that provide integrated and affordable housing opportunities for people with disabilities, including the U.S. Department of Housing and Urban Development (HUD) Section 811 Project Rental Assistance Program (PRA) using FY 2012 and FY 2013 funding awards totaling approximately \$21 million, the Weinberg Deeply Affordable Apartment Program with funding totaling about \$4 million, and the MFP Bridge Subsidy Program with funding of about \$2 million.

WHEREAS, MDH, MDOD, and DHCD wish to continue their partnership and enter into this new

Inter-Agency Partnership Agreement (“2020 Agreement”) so that they can work together as described in this 2020 Agreement to apply for and implement, if awarded, new Section 811 PRA funding (the new anticipated program, referred to herein as the “New Section 811 PRA Program”). See HUD Project Rental Assistance Program of Section 811 Supportive Housing for Persons with Disabilities Notice of Funding Availability (NOFA 3), Docket No. FR-6300-N-53, attached hereto as Appendix A (Program NOFA). As under the First Agreement, DHCD will be the Lead Applicant (as defined in the Program NOFA) for purposes of signing the new HUD Cooperative Agreement (New 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 draw down PRA funding. The Section 811 PRA application is one component of several 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 provide 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), include the Bridge Subsidy Demonstration Program, the Partnership Rental Housing Program’s subprogram for individuals with disabilities or special needs, and a unique public-philanthropic partnership with the Harry and Jeanette Weinberg Foundation.

NOW, THEREFORE, the parties agree as follows:

A. Target Population

Target Population: The State’s target population (Target Population) for the Section 811 PRA is “Extremely Low-Income” (as defined below) disabled persons that meet the criteria of Eligible Tenants described below and are Medicaid recipients. Among Eligible Tenants, priority for PRA units will be in accordance with Section C.4 below.

Eligible Tenants: PRA funds can only be provided to support units for Extremely Low-Income households where at least one person is an individual with a disability and is 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 community-based, long-term services as provided through Medicaid waivers, Medicaid state plan options, state-funded services or other appropriate services related to the Target Population under this 2020 Agreement, as described in Section D. Tenants who meet the requirements of this section and the Program NOFA are hereinafter referred to as Eligible Tenants.

Extremely Low-Income households are those whose annual income does not exceed 30 percent of the median income for the given area, as determined by HUD with adjustments for smaller and larger families and as further described in the Program NOFA.

B. Outreach

1. MDH and MDOD will continue a system of outreach to maximize awareness among the Target Population as PRA units become available.
2. Outreach will include:
 - Regular sharing of program information with and training of case management agencies and case managers who will provide referrals, building upon and taking advantage of outreach and

training efforts described in the First Agreement and underway since 2012.

- PRA program training for case managers covers PRA program information, eligibility criteria, prioritization of referrals, use of eligibility list system, reporting of outreach activities.
- Analysis of outreach activities to identify 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 continue to maintain and expand a referral list developed under the First Agreement, which includes applicant preferences for county(s) of residence, bedroom size and 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 continue its current practice of working 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: Per the terms of the Section 811 Lease Agreement, Tenants will be required to notify Owners of an intent to terminate a lease at least 30 days prior to their intended vacancy. 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 pending/potential 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. Target Populations for Referrals: Eligible Tenants who are Medicaid recipients and meet the following criteria will be prioritized for PRA units with consideration given to readiness to move:

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/alternative living units (ALUs) to independent renting, Behavioral Health Administration Residential Rehabilitation Program participants moving to independent renting, BHA Brain Injury waiver participants moving from ALUs to independent renting; and Home and Community-based Options (CO) waiver participants moving from an assisted living facility licensed by the MDH Office of Healthcare Quality to independent renting.
Priority #4	Medicaid recipients who are Homeless, as defined in HEARTH Act (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, 42 USC 11301(note)

D. Supportive Services

1. Available Services: In recognition of changes to Medicaid waiver programs, MDH 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:
 - Home and Community-Based Options (CO) waiver serves adults 18 and over disabilities or chronic medical conditions and provides assisted living, senior center plus, family training, behavioral consultation, and case management services. CO waiver participants that live in a community setting may also receive Community First Choice services.
 - Community First Choice (CFC) provides services to individuals with disabilities or chronic medical conditions. CFC services include: personal assistance, personal emergency response systems, voluntary training for participants, transition services, accessibility adaptations, nurse monitoring, and services that increase independence or substitute for human assistance.
 - The Brain Injury (BI) waiver serves adults with traumatic brain injuries and provides residential and day habilitation, individual support services, supported employment, and case management.
 - The Community Pathways (CP) waiver serves adults with intellectual and developmental disabilities through a coordinated system of community-based supports and services, including behavior supports, service coordination, employment supports, and residential services, nursing services, environmental modifications, assistive technology and in-home personal supports.
 - The Community Supports waiver (CS) serves individuals of all ages with developmental disabilities on the Developmental Disabilities Administration (DDA) Waiting List. The

program provides a variety of community-based service options offered under the Community Pathways Waiver with the exception of residential services.

- The Medical Day Care (MDC) Services Waiver provides community-eligible Medicaid recipients age 16 and over who require a nursing facility level of care an alternative to institutional care and provides Medical Day Care services only.
 - Community Personal Assistance Services (CPAS) program provides personal assistance services, supports planning, and nurse monitoring. Individuals must live in the community, need assistance with activities of daily living and meet the program's medical level of care.
 - 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.
 - Mobile treatment services (MTS) and assertive community treatment (ACT) programs provide community based, intensive, outpatient services providing mobile, assertive mental health treatment and support services to participants with a mental illness who may be experiencing homelessness and for whom more traditional forms of outpatient treatment have been ineffective. Services are provided by a multidisciplinary team, are mobile, and are provided in the participant's natural environment (e.g., home, street, shelters).
 - Targeted case management (TCM) programs assist participants with gaining access to the full range of available mental health services, as well as to any needed medical, social, financial, counseling, educational, housing, and other supportive services needed in order to maintain stability in the community.
2. Annual Assessments: 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. Case Management: MDH 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. Centers for Independent Living (CILs): MDOD and MDH have entered into a Memorandum of Understanding (MOU) with the various CILs in Maryland whereby the agencies 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 their current situation to independent renting in the community by providing one-on-one counseling and training in an array of areas designed to promote and support the individual's 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. Tenancy & Housing Stabilization Training: MDH and MDOD will work together to ensure all support services agencies and the staff working directly with PRA applicants and residents are trained to better ensure support for housing stabilization for PRA tenants. This will include using existing tenant training manuals and other similar tools for consumers, working one-on-one with new tenants, and providing access and information concerning community resources and education on household budgeting, good tenancy, and fair housing, including how to understand, request, and use reasonable accommodations. Additionally, resources or training may be provided to improve communication with clients and property managers to assist in the identification, recognition and resolution of issues that could affect tenancy.
 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. Tenancy Support & Dispute Resolution

MDH, MDOD and DHCD have a commitment to ensure that tenancy in Section 811 PRA assisted units is reserved for the Targeted Populations identified in this agreement that will benefit from the available services. Such services will allow for Eligible Tenants to live independently in supportive housing units. To protect the interest of both tenants and Owners, MDH has the ability to provide appropriate community-based long-term services and supports to the populations proposed to be targeted under this application as described above.

MDH, MDOD and DHCD also agree to continue to use developed procedures (“Tenant Issue Process”) to facilitate prompt resolution of tenant-property issues involving potential lease violations. These procedures 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 provide for appropriate, confidential, clear and regular communication involving tenant-property 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 and applicable local, state and federal laws, but rather to avoid termination as often as possible.

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. Awarding PRA funds: 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 MDH and MDOD regarding the types, sizes and location of housing units to fund with PRA to ensure that the selected PRA units meet the needs of the Target Population. MDH and MDOD agree to review and provide responses to DHCD in a timely manner. MDH'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. The three agencies have already begun to review 164 units in 13 properties throughout the State, which received 2019 awards of LIHTCs from DHCD. The identification of units in these properties will enable DHCD to move quickly to use a New 811 PRA funding award.

2. **Appropriate Units:** DHCD will make the final decision concerning the selection of PRA units and will not select units that 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:** Units will be dispersed throughout the property and not be segregated to one area of a building (such as on a floor or part of a floor in a building or in certain sections within a project). Owners may designate unit types (g., accessible, 1-bedroom, etc.) rather than designating specific units (e.g., units 101, 201, etc.) to be set-aside for Section 811 PRA supportive housing units. This allows flexibility in offering the next available unit to a person with a disability under this program if the unit type was designated as being set-aside for persons with disabilities and the number of units occupied by persons with disabilities under the set-aside had not been met.
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 Qualified Action Plan (QAP) for the administration of the Low-Income Housing Tax Credit Program provides incentives that encourage owners of tax credit properties to target and market units to persons with disabilities, particularly those who are extremely low-income. DHCD also requires owners to meet Uniform Federal Accessibility Standards (UFAS) for 5% of its units, to accept funding, such as Section 811 PRA, whenever offered by DHCD, and to meet Section 504 requirements for buildings receiving DHCD funding, whether the development also has federal funding. 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 the PRA requirements;
 - Ensuring that tenancy in the PRA units is reserved for the Target Population;
 - Certifying quarterly 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 MDH 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 written procedures must be consistent with and augment DHCD's Referral and Tenant Selection Plan for Section 811 PRA (which can be found at: <https://dhcd.maryland.gov/HousingDevelopment/Documents/section811/AmendedTSPSection811DHCDApproved.pdf>), and meet the following criteria:
- Be consistent with the purpose of improving housing opportunities for Extremely Low-Income persons with disabilities;
 - Be reasonably related to PRA eligibility and an applicant's ability to meet the obligations of the lease;
 - 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;
 - 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;
 - Identify a single point of contact for the tenant at each property for the Owner/management company;
 - 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;
 - Specify that Owners may not prohibit disabled persons from applying for residency in non-PRA units in the property; and
 - Acknowledge that tenant participation in supportive services will not be a condition of tenancy.

H. Use Agreement/Regulatory Agreements

DHCD will require Owners selected to receive PRA funds to enter into the HUD-mandated form of Use Agreement (HUD Use Agreement) which will be recorded in the applicable land records where the rental housing is located. In addition, if DHCD is providing other development financing or allocating Low-Income Housing Tax Credits, additional regulatory agreements will be required to be executed by the Owner and recorded in the land records (DHCD Regulatory Agreements). The DHCD Regulatory Agreements will specify the number and income limits of PRA units required and require that, upon a vacancy, such units be held available for PRA Eligible Tenants for up to 60 days. The HUD Use Agreement and the DHCD Regulatory Agreements (Use and Regulatory Agreements) will outline the Owner's obligations and rights under PRA and reference other applicable State and federal laws and requirements. The Use and Regulatory Agreements will also address the rights, obligations, and remedies

of the parties in the event of noncompliance. DHCD will monitor the property for compliance with the Use and Regulatory Agreements. To the extent appropriate, results of such oversight will be shared with MDH 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 applicable Use and Regulatory Agreements. DHCD will monitor compliance with all the PRA requirements including providing decent, safe and sanitary housing to PRA tenants, and accurate and timely PRA payment to Owners.
2. MDH 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: MDH, MDOD and DHCD will integrate the New Section 811 PRA Program with its existing, operating PRA program. 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 regularly with the Maryland Partnership for Affordable Housing (MPAH), as well as with similar advocacy and support groups.
2. Evaluation: MDH, MDOD and DHCD agree to continue to work collaboratively to collect data, evaluate performance and adjust activities based on feedback from tenant surveys and other means. Such efforts will ensure tenant confidentiality and comply with all state and federal data collection requirements.
3. Ongoing Quarterly Meetings: MDH, 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: MDH, 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: MDH, MDOD and DHCD will each designate a primary point of contact and a back-up contact for PRA. In addition, the three agencies 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:

MDH

Wayne Reed, III, Acting MFP Project Director
Maryland Department of Health
201 West Preston Street
Baltimore, MD 21201

MDOD

John Brennan
Deputy Assistant Secretary
Maryland Department of Disabilities
217 East Redwood St. Suite 1300
Baltimore, MD 21202

DHCD

Gregory Hare
Director, Multifamily Housing
Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

K. Program Policies and Procedures

MDH, MDOD, and DHCD will use existing jointly developed program guidelines and procedures, adjust them as needed, to ensure successful implementation of the program consistent with this Agreement, and all relevant PRA statutes, regulations and requirements.

L. Education

1. MDH, MDOD and DHCD will continue to work together to ensure the community is educated 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 as appropriate to promote 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. Subject to Section 2 below, this Agreement shall be effective as of the Effective Date (as defined on the last page hereof) and remain in effect until at least the 6th anniversary of the effective date of the execution of the New Cooperative Agreement with respect to the award of 2018 and 2019 funding for Section 811 PRA. Thereafter, this 2020 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 MDH:

Acting Director or Director
Office of Long-term Services and Supports
Maryland Department of Health
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
7800 Harkins Road
Lanham, Maryland 20706

With a copy to:

Office of the Attorney General
Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, Maryland 20706
Attn: Counsel

2. Notwithstanding any of the termination provisions of this Agreement, all outstanding commitments to Owners and/or projects issued prior to the date of such termination shall be governed and funded in accordance with this Agreement. In the event of termination, MDH, 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. MDH, MDOD, and DHCD agree to comply with all applicable federal, State, and local laws.

O. Entire Agreement

This 2020 Agreement, together with any exhibits attached hereto and incorporated herein by reference, as of the Effective Date, represents the complete, total and final understanding of MDH, MDOD, and DHCD regarding the matters set forth herein as they relate to the New Section 811 PRA Program and no other understanding or representations oral or written shall be deemed to exist or bind the parties hereto with respect to such matters. The First Agreement, as amended, shall remain in full force and effect with respect to the State's operation of the Section 811 PRA program with respect to HUD funding prior to FY 2018 and 2019.

P. Miscellaneous.

1. This Agreement shall not be assignable or transferable without the prior written consent of MDH, MDOD, and DHCD.
2. This Agreement may not be changed, altered, or modified except by written agreement executed by MDH, 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 MDH: either (I) the Director (or Acting Director) for the Office of Long-Term Services and Supports, currently Marlana Hutchinson or the successor in such office, or (ii) the Director for the Office of Long-Term Services and Supports, or the successor in such office.

For MDOD: the Deputy Assistant Secretary, currently Mr. John Brennan or the successor in such office.

For DHCD: either (i) the Director, Multifamily Housing, currently Gregory Hare, or the successor in such office, or (ii) the Director, Community Development Administration, currently Matthew J. Heckles, or the successor in such office.

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 MDH, MDOD, and DHCD. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.
5. The effective date of this Agreement (Effective Date) shall be the latest date of execution of any signatory hereto.

[Signatures begin on following page]

Signatures

For MDH:

A handwritten signature in blue ink, appearing to read "Robert Neall", written over a horizontal line.

Robert Neall
Secretary

2/7/2020

Date

Signatures


For MDOD:

Carol A. Beatty
Carol A. Beatty
Secretary

1-28-20
Date

Signatures

For DHCD:



Kenneth C. Holt
Secretary

1/28/20
Date

Approved for form and
legal sufficiency



Assistant Attorney General