

**Interagency Partnership Agreement  
for the  
Provision of Housing and Support Service Assistance  
under the  
State of Georgia's Section 811 Project Rental Assistance Demonstration Program**

**AMENDMENT No. 1**

**THIS AMENDMENT NO. 1 TO THE INTERAGENCY PARTNERSHIP AGREEMENT** ("IPA") amends the original agreement that was dated on the 25th day of July, 2012, between the Georgia Department of Community Affairs ("DCA"), the Georgia Department of Behavioral Health and Developmental Disabilities ("DBHDD"), and the Georgia Department of Community Health ("DCH") and is made effective as of the 14th day of May, 2014. Unless expressly modified, deleted, or added in this Amendment No. 1, the terms and conditions of the original IPA are expressly incorporated into this Amendment # 1 as if completely restated herein.

**WHEREAS**, DCA, DBHDD, and DCH (each individually a "Party" and collectively the "Parties") executed the IPA, under which the Parties collaborate on certain functions to provide permanent affordable rental housing units for individuals with disabilities receiving assistance under Title XIX of the Social Security Act or other individuals with disabilities receiving comparable long-term services and supports in the community;

**WHEREAS**, Georgia Housing and Finance Authority ("GHFA"), with the partnership and support of DCH and DBHDD, will seek additional funding under the Section 811 Project Rental Assistance ("PRA") FY2014 Notice of Funding Availability ("NOFA") from the United States Department of Housing and Urban Development ("HUD") in order to expand the provision of housing and support services; and

**WHEREAS**, the Parties desire to amend the IPA in accordance with the Notice of HUD's Fiscal Year ("FY") 2014 NOFA, which requires a minimum time period of not less than five (5) years for the IPA.

**NOW THEREFORE**, the Parties hereto, for and in consideration of their mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby mutually covenant, and agree to amend said IPA as follows:

- I. To delete the language in **Section VIII, *Miscellaneous Provisions***, in its entirety and replace with the following language:
  - A. Confidentiality. The Parties shall not, without prior written consent from the other party, disclose confidential information, except to the extent required by law.

- B. Georgia Open Records Act. The Georgia Open Records Act (O.C.G.A. §50-18-70 et. seq.) requires that public records be open and available for inspection by any member of the public. The Parties acknowledge that the IPA is subject to the Georgia Open Records Act.
- C. Term of Agreement. This IPA shall begin on the Effective Date (July 25, 2012) and shall remain in effect for a period of twenty-two (22) years. Notwithstanding the forgoing, the Parties agree that continued participation in this Agreement is contingent upon the availability of funding related to the 811 Targeted Population and/or the services made available to Eligible Tenants. In the event such funding is determined to no longer exist, this Agreement shall terminate, without further obligation, upon thirty days' notice and certification from the Commissioner of the occurrence thereof to the Parties.
- D. Assignment. No Party may assign this IPA, in whole or in part, without the prior written consent of the other Parties, such consent not to be unreasonably withheld, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
- E. Notice. All notices and other communications required or permitted under this IPA shall be in writing and addressed to the Party at the address set forth in this subsection. All such notices shall be deemed to have been given and received as follows: three (3) business days from the date of deposit in the U.S. mail or when delivered by the Party of by courier service. The following address shall be used:

If to GHFA:

Georgia Housing and Finance Authority  
c/o Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, Georgia 30329-2231  
Attention: Carmen Chubb, Deputy Commissioner for Housing

If to DCH:

Georgia Department of Community Health  
Division of Medicaid  
2 Peachtree Street, N.W.  
Atlanta, Georgia 30303  
Attention: Marcey Alter, Deputy Director, Aging and Special Populations

If to DBHDD:

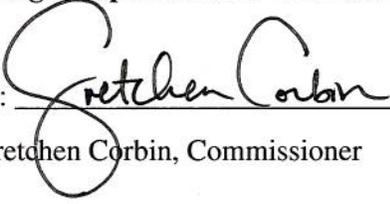
Georgia Department of Behavioral Health and Developmental Disabilities  
Two Peachtree Street, N.W.  
Suite 23-453  
Atlanta, Georgia 30303  
Attention: Chris Gault, Assistant Commissioner for Behavioral Health

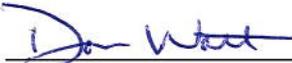
- F. Entire Agreement. This IPA constitutes the entire agreement between the Parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modifications of this IPA shall be binding unless all Parties agree to said modification in writing.
- II. The Parties agree that they have assumed an obligation to perform the covenants, agreements, duties, and obligations of the IPA, as modified and amended herein, and agree to abide by all the provisions, terms and conditions contained in the IPA as modified and amended.
- III. This Amendment shall be binding and inure to the benefit of the Parties hereto, their heirs, representatives, successors, and assigns. In the event of a conflict between the provisions of this Amendment and the IPA, the provisions of this Amendment shall control and govern. Additionally, in the event of a conflict between this Amendment and any exhibit or attachment incorporated into this Amendment, the provisions of this Amendment shall control and govern.
- IV. This Amendment shall be construed in accordance with the laws of the State of Georgia.
- V. All other terms and conditions contained in the IPA, not amended by this Amendment, shall remain in full force and effect.
- VI. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Amendment. This Amendment shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and consideration of the Parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.
- VII. This Amendment may be signed in any number of counterparts, each of which shall be original, with the same effect as if the signatures thereto were upon the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have signed this Amendment No. 1 to the IPA as of the day and year first above written.

**Georgia Department of Community Affairs**

By:   
Gretchen Corbin, Commissioner

Attest: 

Name: Dan Watt

Title: Director, Office of Program & Public Affairs

(CORPORATE SEAL)

[Signatures continue on the next page]

**Georgia Department of Community Health**

By: Clyde L. Reese III May 13, 2014

Clyde L. Reese III, Esq., Commissioner

By: J. Dubberly 5/13/14

Jerry Dubberly, Chief  
Division of Medical Assistance Plans

[Signatures continue on the next page]

**Georgia Department of Behavioral Health and  
Developmental Disabilities**

By:  5/13/11  
Frank W. Berry, Commissioner