

**RESTATEMENT AND SECOND  
AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION OF  
SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE FULTON COUNTY BOARD OF HEALTH**

---

**THIS RESTATEMENT AND SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ("Amendment" or "Agreement")**, by and between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia and the Fulton County Board of Health ("BOH"), an agency created pursuant to state law, is entered into and effective July 1, 2021, and fully rescinds and replaces the prior Intergovernmental Agreement and Service Level Agreement, with an effective date of June 30, 2017, and the First Amendment to the Intergovernmental Agreement, with an effective date of \_\_\_\_\_ in their entirety.

**WHEREAS**, prior to April 27, 2016, there existed a Fulton County Board of Health and Wellness that was authorized by O.C.G.A. § 31-3-2.1, and this entity operated within Fulton County, both inside and outside the corporate limits of municipalities located in Fulton County; and

**WHEREAS**, effective April 27, 2016, the Georgia General Assembly enacted House Bill 885 ("H.B. 885"): (i) repealing O.C.G.A. § 31-3-2.1, which had given Fulton County its ability to house the public health department as an internal county department, and (ii) providing that a separate county board of health was constituted pursuant to the general state laws governing boards of health, pursuant to O.C.G.A. § 31-3-1 et seq., by June 30, 2017; and

**WHEREAS**, on April 12, 2017, the Fulton County Board of Commissioners adopted Resolution No. 17-0298 dissolving the existing Fulton County Board of Health and Wellness, and adopted Resolution No. 17-0299 establishing and creating a new and separate agency that is now known as the "Fulton County Board of Health," operable under the provisions of O.C.G.A. § 31-3-1 et seq., the general laws governing all other boards of health in Georgia; and

**WHEREAS**, the Fulton County Board of Health ("BOH") obtained its separate corporate identity and tax identifiers under the federal and state rules before the legislatively imposed deadline of June 30, 2017; and

**WHEREAS**, via Resolution 17-0299, the Board of Commissioners authorized county staff to take all the necessary steps to address the future functions and services that may be provided by the County's various departments and programs to this new BOH, to ensure its viability; and

**WHEREAS**, the County and the BOH entered into a formal Intergovernmental Agreement on April 12, 2017, effective June 30, 2017, (the "IGA") wherein the County has

provided a broad range of services, including but not limited to, financial assistance, and related operational support services and functions for, and to, the BOH; and

**WHEREAS**, the BOH has been working toward the ability to provide all business functions internally, and to assume full responsibility for each when prudent; and

**WHEREAS**, on January 20, 2021, the Board of Commissioners passed Resolution 20-0622, enabling the complete separation of the BOH from the County, including a Reduction in Force of all county employees serving the BOH as of June 30, 2021, to enable the BOH to transition all of these employees who chose to transfer into BOH positions established under the State of Georgia's personnel system; and providing certain ongoing support for personnel, information technology services, and facilities through June 30, 2021; ongoing support for information technology services through June 30, 2023 at the latest; and ongoing support for legal services pursuant to state laws; and

**WHEREAS**, the First Amendment to the Intergovernmental Agreement for Services enumerated the Parties' responsibilities during the final transition phase generally, and contemplated the negotiation of a more detailed plan for an information technology services transfer, which is a detailed process that must occur in discrete phases; and

**WHEREAS**, for purposes of this Second Amendment and Restatement, the BOH shall not be construed as a "County Contractor" or "County Vendor" under the Fulton County Code of Ethics, but is instead a separate governmental entity; and

**WHEREAS**, it is the intent of the parties for the foregoing recitals to be incorporated into the body of this Amendment; and

**WHEREAS**, it is the intent of the parties for this Amendment to be under seal.

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and the Fulton County Board of Health covenant, agree and bind themselves as follows:

**ARTICLE 1**  
**PURPOSE AND INTENT**

- 1.1 The purpose of this Second Amendment and Restatement is to provide for the final phase of transition for the Fulton County Board of Health consistent with H.B. 885 (Laws 201, Act 467, § 1, effective April 27, 2016) of the 2016 Georgia General Assembly.
- 1.2 The County agrees to provide the BOH with the services specified herein, or as may be needed, to enable the BOH to fulfill its statutory purposes and duties under Georgia laws, rules, and regulations.

1.3 The County and BOH shall each cooperate with the other to the fullest extent necessary

to fully effectuate the intent and purpose of this Amendment, and shall make available to each other for review or inspection, any and all documents, accounts, and other records necessary for the performance of this Agreement.

## **ARTICLE 2** **POWERS AND DUTIES**

2.1 In furtherance of the public purposes of this Second Amendment and Restatement, the County and BOH hereby represent and warrant to each other the following:

2.1.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Amendment, and has taken all necessary action to authorize the execution, delivery, and performance of this Amendment; (ii) this Amendment when executed, will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity, and enforcement of this Amendment, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Amendment at a meeting of its governing authority where necessary and in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and House Bill 885 (Laws 201, Act 47, § 1, effective April 27, 2016). To the knowledge of the County and the BOH, there are no actions, suits, or proceedings pending or threatened, in any court or before any governmental authority, domestic, or foreign against, by or affecting the County or BOH which affect or question the validity or enforceability of this Amendment or of any action taken by the County or the BOH under this Amendment.

2.1.2 Public Purpose. This Amendment, and the services contemplated herein, are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find that this Amendment (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. (a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successor during the term hereof in accordance with its terms.

2.1.3 No Conflicting Agreements. The execution, delivery, and performance of this Amendment will not violate or contravene any contract, undertaking, instrument, or other agreements to which the County or the BOH is a party or which purport to be binding upon said parties. Furthermore, the execution, delivery, and performance of this Amendment does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of the State. The representations and warranties contained in this Article shall be true and correct as of the date hereof, and such representations and warranties, and the obligation of the County and the BOH to perform their respective obligations under this Amendment shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this Agreement.

### **ARTICLE 3** **TERM OF AGREEMENT/TERMINATION**

3.1 Term. The term of this Second Amendment and Restatement (the "Term") shall commence on the July 1, 2021, and this shall remain in full force and effect through June 30, 2022, unless terminated earlier pursuant to provisions of this Agreement. Nothing herein shall be construed to prevent the parties from agreeing to extend the term of the Agreement.

3.2 Termination. Either party may terminate this Agreement within six months prior notice to the other party.

### **ARTICLE 4** **REMEDIES**

4.1 It is hereby stipulated and agreed between the parties that, with respect to any claim or action arising out of the activities described in this Amendment, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. The County may self-fund its obligations under this Amendment. The BOH agrees to procure insurance pursuant to O.C.G.A. § 45-9-1 or through other means, to cover its obligations under this Agreement. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers, and employees of the parties.

4.2 In the event of a breach or an attempted or threatened breach of any provisions of this Amendment, the parties agree that the remedies at law available to enforce this Amendment would in all likelihood be inadequate and; therefore, the provisions of this Amendment may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of either party to a court in Fulton County, Georgia

having jurisdiction over such dispute. The remedies herein are in addition to all other remedies available under law, including the termination provisions of this Amendment.

4.3 Should the County or BOH believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking alternative dispute resolution, must give notice of such breach and/or potential or possible breach to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

4.4 After notice and opportunity to cure, if the dispute under or about this Amendment, (including, but not limited to, disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) the parties agree to attempt alternative dispute resolution in the Atlanta metropolitan area and to seek the counsel or input of the County Attorney for Fulton County, Georgia and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties. This Agreement may not be terminated unless both parties agree.

## **ARTICLE 5** **BUDGETARY APPROPRIATIONS**

The County's yearly contribution to be disbursed to the BOH in equal monthly installments under this Agreement shall be established by the BOH Budget approved by the Fulton County Board of Commissioners, at the County's sole discretion, and as required by State law and regulation, on an annual basis. The BOH shall submit a detailed budget request to the County for General Fund appropriation during the same period as other County Agencies and departments, to include a report of the unrestricted fund balance at the close of the previous fiscal year. Nothing herein shall be interpreted to restrain, impair, or impact the BOH's ability to seek funding from other sources, whether federal, state, or private, or to use these alternative funds for the purpose of creating an unrestricted fund balance or reserve. Except as otherwise provided in this document, the County's approved annual contribution shall be disbursed to the BOH on a monthly basis in equal installments.

**ARTICLE 6**  
**SERVICES TO BE PROVIDED BY FULTON**  
**COUNTY TO THE BOARD OF HEALTH**

**6.1 Personnel and Human Resources Services:**

6.1.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide County employees and related Human Resource and other functions to the Fulton County Board of Health pursuant to the terms of the original IGA and the First Amendment to the IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.1.2 Effective July 1, 2021, the County shall cease to provide Human Resources services to the BOH pursuant to the terms of the original IGA, the First Amendment to the IGA or the previously transitioned service provisions.

6.1.3 As of July 1, 2021, Fulton County will cease to advertise, recruit, or otherwise attempt to fill any vacant county position assigned to the BOH.

6.1.4 The BOH and County executive leadership teams have worked cooperatively to institute a Reduction in Force ("RIF") of County employees assigned to the BOH effective June 30, 2021, and to offer the opportunity for all such employees to transition to Board of Health jobs organized under the state with similar titles and functions as of July 1, 2021.

6.1.5 In addition to providing the usual remuneration for employees who are separated by the RIF procedure, the County shall also provide payment to such employees who have accrued sick leave in hours equal to and in excess of one week, in amounts that will compensate them for no less than one week and no more than two weeks for such actual accrued time.

6.1.6 Beginning July 1, 2021, the County shall include in the budget of the BOH those amounts required to offset incremental costs of the State's benefit plan for those employees who transition to state BOH positions, at an amount not to exceed \$2,000,000.00 (two million dollars) annually.

6.1.7 The County agrees to include these offset funds on an annual basis to the BOH during its usual budgetary process, for so long as the BOH employs personnel who transitioned from the County to the state BOH positions.

## 6.2 Budget and Funding:

6.2.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide Budget and Funding services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.2.2 Effective July 1, 2021, Fulton County shall cease to provide Budget and Funding services to the BOH pursuant to the terms of the original IGA, the First Amendment to the IGA or the previously transitioned service provisions

6.2.3 Effective July 1, 2021, Fulton County shall provide funding to the BOH in accordance with the County's statutory or legal obligations under applicable laws, subject to approval by the Board of Commissioners. Notwithstanding the foregoing, nothing herein shall obligate the County to provide funding to the BOH beyond the County's statutory or legal obligation under Georgia law or other applicable law. The BOH shall follow the same process as other County agencies in requesting its annual budget including funding in excess of the statutory minimum contribution. The monies allocated to the BOH shall be funded from the General Fund.

6.2.4 Effective July 1, 2021, the County will continue to provide Information Technology, Facilities, and Legal services as described in this Amendment in further detail, with the costs of these central services to be charged to the BOH based on negotiated rates mutually agreed upon by both parties.

## 6.3 County Facilities and Department of Real Estate and Asset Management Services:

6.3.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide Facilities and Asset Management services to the BOH pursuant to the terms of the original and the First Amendment to the IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.3.2 Effective July 1, 2021, the County shall provide quarters and related equipment to the BOH that are sufficient for the BOH's operations, without charge, pursuant to O.C.G.A. § 31-3-9.

6.3.3 Effective July 1, 2021, Fulton County shall continue to provide Facilities and Asset Management services to the BOH pursuant to the terms of the Master Facility Agreement attached hereto as Exhibit A-1 and Exhibit A-2.

6.3.4 The BOH and County shall enter into a Master Lease Agreement, and if necessary, individual occupancy agreements, for the quarters the County is providing to the BOH that are sufficient for its operation.

6.3.5 The County shall maintain in good working condition for the benefit of the BOH, the quarters and equipment provided to the BOH that are sufficient for its operation.

6.3.6 The County agrees to allow the BOH to use its two (2) mobile units through the use of a Vehicle Lease Agreement attached hereto as Exhibit B-1.

6.3.7 In exchange for the amount of \$1.00, and for other good and valuable consideration, the County agrees to transfer the titles to the fleet vehicles identified in Exhibit D to the BOH.

#### 6.4 Procurement and Contract Administration:

6.4.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide Procurement and Contract services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.4.2 Effective July 1, 2021, Fulton County shall cease providing procurement and contract compliance services to the BOH, pursuant to the terms of the original IGA, the First Amendment to the IGA or the previously transitioned service provisions.

#### 6.5 Information Technology Services:

6.5.1 From the effective date of the First Amendment to the IGA through June 30, 2023, the Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH pursuant to the terms and schedules and payment provisions set forth in Information Technology Scope of Work and Transition Plan attached hereto as Exhibit C-1 and incorporated herein in its entirety.

6.5.2 From July 1, 2021 through June 30, 2022, the Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH pursuant to the terms and schedules and payment provisions set forth in Information Technology's Scope of Work and Transition Plan attached hereto as Exhibit C-1 and incorporated herein in its entirety. If necessary, the parties can exercise an option to continue Information Technology services through June 30, 2023.

6.5.3 The County represents and warrants that: (i) it will perform the services with reasonable care and skill; and (ii) the services and the equipment provided under this Amendment will not infringe nor violate any intellectual property rights or other right of any third party.

6.5.4 Neither party will use, copy, adapt, alter, or part with any information of the other which is disclosed or that otherwise comes into its possession under or in relation to this Amendment and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was already in its possession on the date it was received or obtained from the other party, or which the recipient obtains from some other person with good legal title to it, or which is in or comes into the public domain otherwise than through the default or



negligence of the recipient, or which is independently developed by or for the recipient.

6.5.5 Where permissible and necessary, the County agrees to grant designated individuals identified by the BOH with access to IT-related systems, applications, programs, software, and equipment, after required security protocols are put in place.

6.5.6 The parties acknowledge that they must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through cl-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162 and 164, and agree to enter into and maintain an appropriate Business Associate Amendment to govern the County's interactions with and responsibilities for the confidentiality of Protected Health Information and other confidential data.

## 6.6 Finance

6.6.1 From the effective date of the First Amendment of the IGA through June 30, 2021, the County shall provide financial services to the BOH, pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.6.2 Effective July 1, 2021, the County shall cease to provide financial services to the BOH pursuant to the terms of the original IGA, the First Amendment to the IGA, and the previously transitioned service provisions.

6.6.3 On or before July 15, 2021, the Finance Department will provide BOH a payment equal to 1/6 of the remaining balance as of June 30, 2021, from the annual 2021 funds budgeted for the BOH by the BOC. The parties agree that there are BOH regular payroll transactions which will be paid from the County contribution and the contribution payment for the month of July, 2021 could be higher than future monthly amounts that will be paid to BOH, and only providing BOH the payment to allow them to have some funds to operate. Thus, it is necessary to do a reconciliation of all payments made to or on behalf of BOH through July 31, 2021, in order to determine the new future equal amount of monthly contribution payment that will be made to BOH going forward. The reconciliation will be conducted by August 6, 2021. The parties agree that County appropriated funds cannot be used for building the fund balance for the BOH or to fund incremental capital and/or operating costs associated with establishing BOH administrative functions after separation from the County. The County reserves the right to review the allocation amount annually and to make adjustments if approved by the Board of Commissioners.

6.6.4 In order to assist the BOH in preparing 2021 Year End Vendor 1099 statements, Fulton County will provide the BOH with vendor year to date payment information for

vendors paid through June 30, 2021. Fulton County shall also provide any documents necessary to assist the BOH with any audits for 2021.

### 6.7 Legal Services

Effective July 1, 2021, legal services for the BOH shall continue to be provided by the Fulton County Attorney, including the provision of assistance with tracking and responding to Open Records Requests. If the BOH requests a specially assigned attorney, the BOH shall be responsible for all of the salary and benefit costs required for this position. If the BOH requires a conflict attorney, the County shall provide and bear the cost of such counsel in accordance with its plan of defense policy, as determined solely by the Board of Commissioners in consultation with the County Attorney.

### 6.8 County's Right to Audit

6.8.1 The BOH shall establish and maintain a reasonable accounting system that enables the County to readily identify BOH's assets, expenses, costs of services, use of funds, and track funds provided by the County in a separate fund or account. The BOH shall at all times during the term of this Agreement and for a reasonable period after completion of this Agreement, maintain such records together with such supporting or underlying documents and materials.

6.8.2 The County and its authorized representatives shall have the right to audit, to examine, and to make copies of, or extract from, all financial and related records, at the County's expense, relating to or pertaining to this Amendment, the First Amendment of the IGA and the original IGA or operations of the BOH that are kept under the control of the BOH, including, but not limited to those records kept by the BOH, its officials, employees, agents, assigns, contractors, or subcontractors. Such records shall be made available to the County or its authorized representatives during normal business hours at the BOH's place of business or a location convenient to the parties, upon two (2) days written notice, or by arrangement of the parties. The BOH shall ensure that the County's right to audit is included in any contracts that the BOH has with other parties that may be the custodian of such records.

## **ARTICLE 7** **RECORD KEEPING**

7.1 The parties each agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data, or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

7.2 The BOH shall maintain and the County shall maintain on behalf of the BOH, pursuant to the parties' agreement in the Information Technology Scope of Work and Transition Plan at Exhibit C-1, the records of the BOH wherever stored or whether electronic or paper or in other form, for the length of time reflected in the State of Georgia's minimum record retention

requirements.

**ARTICLE 8**  
**MODIFICATIONS/ AMENDMENTS**

This Amendment may be modified at any time during the term by mutual written consent of both parties.

**ARTICLE 9**  
**NOTICES**

All required notices shall be given by first- class mail, except that any notice of termination shall be mailed v i a U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

**If to the County:**

Richard Anderson  
County Manager  
141 Pryor Street,  
S.W., Suite 10000  
Atlanta, Georgia 30303

**With a copy to:**

County Attorney  
141 Pryor Street, S.W., Suite 4038  
Atlanta, Georgia 30303

**If to the BOH:**

Dr. Lynn Paxton  
Executive Director  
10 Park Place South  
S.E., 4th Floor, Suite 445  
Atlanta, GA 30303

**ARTICLE 10**  
**NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement, unless approved by the governing authorities of each party.

**ARTICLE 11**  
**MISCELLANEOUS**

11.1 **Governing Law.** This Agreement, and each provision hereof, shall be construed ~~under~~ and governed by the laws of the State of Georgia.

11.2 **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not

in any manner affect such clause or provision, or any other clause or provision in this Amendment.

11.3 **Entire Amendment.** This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

11.4 **Captions.** The captions in this Amendment are for purposes of convenience and reference only, and form no part hereof.

11.5 **Binding Effect.** This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties and their heirs and successors.

11.6 **Waiver.** Failure of any party to pursue any remedy pursuant to the terms of this Amendment for any default by the other party or a party's waiver of any default or non-compliance by the other party, shall not affect or impair either party's rights with respect to any subsequent default or noncompliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or noncompliance by the other party.

11.7 **Drafting of Amendment.** This Amendment shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Amendment shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein have been made by any party to induce the execution of this Amendment by any other party.

11.8 **Survival of Representations.** All terms, conditions, covenants, warranties contained in any representation of this Agreement shall remain in effect until amended by the applicable governing authority.

11.9 **Approval by the Department of Public Health.** This Amendment contemplates approval by the Georgia Department of Public Health.

11.10 **No Third Party Beneficiaries.** This Agreement is made between and limited to the County and BOH, and is not intended, and shall in no event be construed to be for the benefit of any person or entity other than the County and the BOH, and no other person or entity shall be considered to be a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

11.11 **Compliance with Applicable Laws.** The parties acknowledge that they must comply with the applicable provisions of the Administrative Simplification section for the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 ("HIPAA"), and the requirements of all regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160, 162 and 164.

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

**FCBOH**

**FULTON COUNTY**

\_\_\_\_\_  
**Lynn D. Paxton, MD, MPH**  
**Executive Director**  
**Fulton County Board of**  
**Health**

\_\_\_\_\_  
**Robert L. Pitts, Chairman**  
**Fulton County Board of**  
**Commissioners**

**ATTEST**

**ATTEST**

\_\_\_\_\_  
**Clerk**

\_\_\_\_\_  
**Tanya Grier, Clerk to the**  
**Commission**

**DATE:**  
\_\_\_\_\_

**DATE:**  
\_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Attorney**

\_\_\_\_\_  
**Office of the County Attorney**

**APPROVED:**

\_\_\_\_\_  
**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
**Georgia Department of Public Health**