

**Nassau County, Florida**  
and CORPCARE ASSOCIATES, Inc.

**EMPLOYEE ASSISTANCE PROGRAM**

**CONTRACT**

**INTRODUCTION**

1. This contract between the Board of County Commissioners for Nassau County, Florida (hereafter referred to as "the Company"), and CorpCare Associates, Inc. (hereafter referred to as "the Contractor") is to provide an Employee Assistance Program (EAP) for the benefit of employees of the Company.
2. The Contractor is hereby retained by the Company to administer a program of special assistance to company employees, to be called the Employee Assistance Program ("EAP"), as provided in this contract. The Contractor warrants that its work will conform to the highest professional standards in its field.

**EAP PURPOSE and PROCEDURES**

3. The purpose of the EAP is:
  - A. To provide training to managers who have supervisory responsibilities, to identify and follow a prescribed course of action with those employees who exhibit deteriorating job performance and who do not respond to usual supervisory procedures.
  - B. To guide, counsel, and assist employees referred to the EAP by their managers, or employees who voluntarily seek assistance from the EAP to the appropriate course of treatment, support, or counseling to restore their capability to perform their jobs at acceptable levels.
4. The Company is establishing the EAP to provide employees and their spouses and "Dependents" assistance with any personal problems that may be impairing job performance. An employee's "Dependents" include any individuals who are dependents of the employee within the meaning of Section 152 of the Internal Revenue Service ("IRS") Code. That in addition to dependents that fit Section 152 of the IRS Code, registered domestic partners, and the children of those domestic partners are eligible for EAP services. Examples of problems examined through the EAP include marriage and family problems, alcohol or drug problems, emotional problems, or financial problems. The activities of the Contractor will include assistance to employees regarding these and other personal problems.
5. The Contractor will assist the Company in formulating or refining policies and procedures for the EAP that work in concert and are consistent with established personnel policies of the Company.

6. The Contractor will advise the Company on the implementation of the EAP and publication of its availability to employees and their spouses and dependents.
7. Upon request, the Contractor will provide specific consultation to Company supervisors in dealing with problems relating to the job performance of individual employees.

#### **CONFIDENTIALITY**

8. The Company and the Contractor will adopt safeguards to assure that the EAP service is conducted in a manner designed to preserve the privacy and confidentiality of Company employees and their spouses and dependents. The Contractor shall share information with the Company only as required by law (e.g., in the event of a life-threatening situation or threat of physical injury to a person). All other information shall be held in strict confidence by the EAP therapist except as provided in paragraphs 9 and 10. Billing shall be sent directly to the Company without identifying client names.

#### **FORMAL SUPERVISORY REFERRAL**

9. In the case where an employee has exhibited job performance problems and his/her supervisor has decided to intervene, the supervisor may make a formal referral to the EAP subject to the employee executing the Consent Form outlined in Section 10. The EAP shall contact the designated Company representative to provide the following information:
  - a. The employee did or did not attend the scheduled session; and
  - b. The employee is or is not following EAP recommendations.
10. The Contractor will provide follow-up, as necessary, to monitor the referred employee's adherence to the agreed-upon course of assistance. The Contractor will provide progress reports to the Company contact listed in paragraph nine (9) when a formal supervisory referral is initiated, and the employee has signed the Consent form (Addendum A). The report's contents are limited to the information described in paragraph nine (9). The EAP counselor requests the employee to sign a Consent form permitting the EAP counselor to release information as described in paragraph nine and ten (10). If the employee does not sign the Consent Form, the Contractor shall not provide any information to the Company on said employee.

#### **PROGRAM DESIGN and PERFORMANCE**

##### **STANDARDS**

11. EAP will provide services under the Program with up to 6 sessions with each session lasting 55 minutes per employee or family member per year. The purpose of each session is to evaluate the individual's clinical needs and offer assistance. The clinical judgment of the EAP counselor will determine the need for referrals that will be made according to the nature of the assessment, the severity of the problem, the need for special treatment, or hospitalization, and the ability to resolve the problem. The Contractor will notify the employee or dependent that pre-certification requirements may apply. The employee or dependent will rely upon their employer's benefits program to reimburse for these additional services pursuant to the terms of said program. At the Company's request, the Contractor will provide on an annual basis a

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two (2) hour supervisory training program. The will provide brief employee orientations lasting approximately twenty (20) minutes in length.

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\*Contractor The will provide a twenty-four (24) hour telephone access emergency service incorporating on-call mental health professionals. The Contractor will regularly monitor the progress of employees admitted into a facility for either substance abuse and/or psychiatric treatment. A Release of Information form signed by the patient will allow privileged information to be shared between the clinical provider and EAP. The Contractor strives to fulfill EAP appointments as expediently as possible targeting one (1) to three (3) business days for urgent appointments and five (5) to seven (7) days for non-urgent appointments.

Financial concerns are referred to the Contractor's financial vendor at no cost to the employee. In addition, the Contractor will refer legal problems to the Contractor's legal vendor and will refer all childcare and/or elder care questions to its work-life vendor, as notified by the Company.

12. EAP appointments are available during the EAP counselor's regular office hours. A twenty-four (24) hour, seven (7) days a week urgent telephone service is available.
13. Included in either the Core or Enhanced Programs are services for Disruptive Event Management. These events are defined as out of the ordinary event in the workplace which disrupts or has the potential to disrupt normal day-to-day business practices. Events may include but are not limited to homicides, suicides, robberies, shootings, explosions, threats, or acts of violence in the workplace. Disruptive Event response services provided by the Contractor will be provided within a timeframe that is supported by best practices, availability of the crisis provider, and the request of the Company. Any additional time beyond the contractual limits for Disruptive Events will be charged to the Company at negotiated rates between the Company and the Contractor.

#### **EAP PROMOTION**

14. At the Company's request, the EAP will include employee orientations by the Contractor and promotional materials distributed by the Company to all employees. These materials may be digitally provided to the Company or provided as posters and brochures throughout the worksite. The Company is responsible for mailing and postage costs. These materials will emphasize health-related information and how to contact the EAP. At the Company's request, the Contractor will also supply the Company with standard training materials for managers and supervisors. The EAP can also provide developmental program ideas, copy suggestions, and other assistance continuously for use in company publications, websites, special mailings, or other media to maintain the awareness levels of the EAP by Company managers, supervisors, and employees.

#### **UTILIZATION REPORTS**

15. The Contractor will prepare utilization reports on the caseload activities. These reports will include utilization rates, presenting issues assisted through the EAP, demographic

description of participating employees, referral source, and satisfaction survey results if available with all such information to be provided in summary form without identifying the identity of the Company employees and their spouse or dependents. For Companies with over one hundred (100) employees, the Contractor will provide utilization reports quarterly; for Companies under one hundred (100) employees, utilization reports will be done semi-annually. Utilization includes any cases opened for EAP Services as initiated by contacting the EAP, including counseling, legal consultation, financial consultation, work-life access, and support calls.

**TERM of CONTRACT**

16. The term of this Contract shall be for an initial period of five (5) years commencing on October 01 2023, through August 31, 2028. Fees are re-negotiated within thirty (30) days of the end of the term for the renewal term, if any, of this Contract. Unless otherwise notified by either party, this Contract is automatically renewable. The Company or the Contractor may terminate this Contract for any reason at any time upon written notice to the appropriate party, if such termination is not for breach of this Contract; the terminating party shall be obligated to give the other party ninety (90) days' notice. Should the Company choose to terminate this Contract for any reason other than a breach of contract, the Company will be responsible for the payment of the remainder of the fees for the current contract term any fees incurred prior to the termination date. fees up and until the date of termination.

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17. All notice or other communications to parties to this Contract shall be effective only if in writing, delivered personally, mailed with postage prepaid to the party entitled to receive the same, emailed, or electronically delivered at the addresses of the parties. Each party may at any time change the place to which such notices or other communications are to be addressed on ten (10) days' notice to the other party.

Send all notifications as follows:

- (i) If to CorpCare Associates, Inc.:  
George W. Martin, IV., President  
1050 Crown Pointe Parkway, Suite 500  
Atlanta, Georgia 30338
- (ii) If to Client:  
Nassau County Human Resources  
Attn: Ashley Metz, Human Resources Director  
96135 Nassau Place, Suite 5  
Yulee, Florida 32097

**HOLD HARMLESS**

18. The Contractor shall indemnify and hold harmless the Company and its subsidiaries, and the Company's and the Company's subsidiaries' directors, officers, employees, agents, representatives, and successors against any loss, liability, expenses, costs, damages, or judgments, including but not limited to attorney's fees, arising directly or indirectly, as a result of any real or alleged injury including but not limited to mental and physical injury, death, property damage, illness, pain, or suffering of any nature

whatsoever arising from any negligence or willful, wanton, or intentional act or omission of the Contractor or the Contractor's agent(s), servant(s), or employee(s), which shall include for purposes of this paragraph the licensed professionals or other persons to whom the Contractor refers the Company's employees, their spouse and/or dependents including the provision of EAP services to an ineligible person.

### **FEES and PAYMENT PROCEDURES**

19. The fee paid by the Company for the Contractor's performance of this Contract shall be as follows incrementally:
- \$1.95** per employee per month on a monthly basis starting October 01,2023 through September31, 2024
  - \$2.15** per employee per month on a monthly basis starting October 01,2024 through September 31, 2026
  - \$2.35** per employee per month on a monthly basis starting October 01,2026 through September 31, 2028

Based on the current employment of approximately nine hundred (**900**) employees, guaranteed for up to five (5) years. Any other expense(s) not covered above shall be preapproved in writing by the County and the parties shall negotiate an hourly rate for said expense(s).

Additional charges may apply for special-order printed materials to be used as promotional materials. These expenses must be approved in advance by the Company and shall be paid by the Company. Increases or decreases in employee levels will be reported by the Company to the Contractor and posted on each quarterly invoice reflecting accurate pricing adjustments.

20. Fees and charges for services rendered by licensed professional resources or other persons to which the Company's employee or family member is referred by the Contractor are the responsibility of the employee, i.e., the employee or the spouse or dependent chooses to utilize his or her current medical benefits program beyond the sessions covered by the EAP. The Contractor or such licensed professional resources or other persons will not hold the Company responsible for the payment of such fees and charges.

### **CONTRACT TERMINATION PROCESS**

21. In the event of termination of this Contract, Contractor and Company shall promptly review all work in progress. Contractor shall be responsible only for any work commencing before the termination date and any charges, which may be due and payable, by the Company at the termination date shall be paid within thirty (30) days of the termination date by the Company. Contractor will provide such services and assistance as may be necessary promptly to transfer in confidence, all records of services rendered and work in progress related to the performance by the Contractor under this Contract, to any third party mutually agreed to by the Company and the Contractor. Contractor will provide after the termination of this Contract any material necessary to prepare government reports, if applicable, and the Contractor will keep any records relative to the EAP for at least six (6) years after the end of the year in which

the termination of this Contract occurred.

### **EAP PROVIDER REQUIREMENTS**

22. The Contractor will establish a network of agents, to include the use of a third-party vendor, to provide counseling services at the Contractor's request or to whom the Contractor will refer a Company employee or his/her spouse or dependent in connection with this Contract. Counseling services may be utilized in the form of in-person counseling and if agreeable to the Company's employee, spouse, or dependent, virtual, telephonic, or chat counseling. Such network shall consist of at least two (2) agents to provide counseling services near each location at which the Company has employees. If the Company adds locations at which it has employees, the Company shall give the Contractor thirty (30) days written notice of such additional location. If the Contractor does not have at least two (2) agents to provide counseling services near such location, the Contractor shall have sixty (60) days from the date of the written notice to add such agents to its network. The Contractor requests the following information from any agent who provides counseling services at the Contractor's request or to whom the Contractor refers a Company employee or his/her spouse or dependent in connection with this Contract:

- a. Vitae;
- b. Malpractice Insurance and limits of coverage, which shall be not less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
- c. State Licensure, three (3) years postgraduate clinical experience, specific State credentials verification, Master's degree from an accredited educational institution in Psychology, Counseling, and/or a Licensed Clinical Social Worker (LCSW), and/or a Doctor of Psychology or Doctor of Philosophy in Clinical Psychology (Ph.D.).

Certification that the agent understands and will act in compliance with any applicable state and federal law requiring mandatory disclosure of certain confidential information.

### **GENERAL REQUIREMENTS**

23. Contractor verifies to Company that Contractor retains all necessary business insurance coverage. Current dollar levels for Professional Liability Insurance are \$1,000,000 per occurrence/\$5,000,000 aggregate.
24. If the Contractor is required to reveal the contents of this Contract in the course of its normal relationships with its banks or financial institutions, it may do so without further approval of the Company.
25. This Contract supersedes all prior written understandings, transactions, communications, and writings with respect to the subject matter hereof, and contains the entire agreement between the parties. To the extent there is any conflict, the terms of this Contract shall govern. This Contract may not be amended, altered, or varied except as agreed to in writing by both parties.
26. The obligations of the Contractor under this Contract may not be assigned without the prior written consent of the Company. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any attempt to assign this Contract in violation of this shall be deemed null and void.

Accepted and agreed to as of the date written below:

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to  
Authenticity of the  
Chair's signature:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form  
and legality by the  
Nassau County  
Attorney

*Denise C. May*, \_\_\_\_\_

 \_\_\_\_\_  
Signature RORY MARTIN

2/2/2024  
\_\_\_\_\_  
Date

Contractor Title: President

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First Addendum to the Employee Assistance Program Contract with CorpCare Associates, Inc.

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (the “Agreement”) is made and entered into as of (*START DATE*), by and between Board of County Commissioners for Nassau County, Florida. (hereinafter “CLIENT”), its Employee Assistance Program (hereinafter “Plan” or “Covered Entity”), and CorpCare Associates, Inc. (hereinafter “Business Associate”).

WHEREAS, the U.S. Department of Health and Human Services (“HHS”) has promulgated regulations at 45 C.F.R. Parts 160, 162, and 164, implementing the privacy and security requirements set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (the “Privacy Rule” and the “Security Rule”); and

WHEREAS, both HIPAA and the Privacy and Security Rules have been amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, entitled the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), effective as of various dates set forth therein; and

WHEREAS, HHS issued regulations on January 25, 2013, that incorporate the changes under the HITECH Act and certain other changes into the Privacy and Security Rule regulations (the “Omnibus Rule”); and

WHEREAS, the Privacy Rule and HIPAA, as so amended, provide among other things that a covered entity is permitted to disclose Protected Health Information (“PHI”) to a business associate and to allow the business associate to obtain and receive PHI, only if the covered entity has first obtained “satisfactory assurances,” in the form of a written contract requiring that the business associate will appropriately safeguard such PHI; and

WHEREAS Business Associate may, in the course of providing administrative services to Covered Entity, receive, create, use and/or disclose PHI, thus necessitating a written agreement that meets the applicable requirements of the Privacy Rule.

NOW THEREFORE, Covered Entity and Business Associate hereby agree to satisfy the foregoing regulatory requirements by means of this Agreement, and further agree as follows:

### **1. DEFINITIONS**

The following terms shall have the meanings set forth below:

- (a) “Breach” has the meaning given such term in 45 C.F.R. 164.402.



- (b) “C.F.R.” means the Code of Federal Regulations.
- (c) “Designated Record Set” has the meaning given such term in 45 C.F.R. 164.501.
- (d) “Electronic Protected Health Information” has the meaning given such term in 45 C.F.R. 60.103.
- (e) “Individual” shall have the meaning given such term in 45 C.F.R. 164.103 and shall include a person who qualifies as the Individual’s personal representative in accordance with 45 C.F.R. 164.502(g).
- (f) “Protected Health Information” (PHI) shall have the meaning given such term in 45 C.F.R. 160.103, but limited to the information received from or created, maintained, or transmitted on behalf of Covered Entity by Business Associate.
- (g) “Required By Law” shall have the meaning given that term in 45 C.F.R. 164.103.
- (h) “Secretary” shall mean the Secretary of Health and Human Services or his or her designee.
- (i) “Security Incident” has the meaning given such term in 45 C.F.R. 164.304.
- (j) “Unsecured Protected Health Information” has the meaning given such term in 45 C.F.R. 164.402.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

All requirements made directly applicable to Business Associate under the Omnibus Rule, are incorporated herein by reference, and Business Associate agrees to comply with all such requirements, as of the effective date applicable to each. Furthermore –

- (a) Business Associate agrees to use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 C.F.R. 164.504(e) and such other requirements “that relate to privacy” that is made applicable to Business Associate under the Omnibus Rule and/or this Agreement.
- (b) Business Associate agrees to use commercially reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, whether such use or disclosure is made by Business Associate or its subcontractor.
- (e) Business Associate shall notify Covered Entity in writing promptly upon the discovery of any

Breach of Unsecured PHI in accordance with 45 C.F.R. §164.410, but in no case later than 30 calendar days after discovery. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of 45 C.F.R. §164.410 imposed on Covered Entity as a result of a Breach of PHI maintained or transmitted by Business Associate or its subcontractors or agents. In addition, any costs associated with monitoring and/or mitigating damages to employees and Plan participants (e.g., including, but not limited to individual credit report monitoring) reasonably incurred by Covered Entity as a result of such breach shall be paid by Business Associate.

(f) Business Associate agrees to notify Covered Entity of any act or practice of Covered Entity that Business Associate believes may constitute a pattern of activity or practice that constitutes a material breach or violation of this Agreement by Covered Entity, within the meaning of 45 CFR §164.504(e)(1)(ii), and to cooperate with Covered Entity in taking steps to cure such breach.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by entering into a business associate agreement with such subcontractor.

(g) Business Associate agrees to provide access to PHI in a Designated Record Set, in the time and manner required by Law, to Covered Entity or an Individual, to meet the requirements under 45 C.F.R. 164.524. If and at such time as Business Associate maintains Protected Health Information electronically, Business Associate also will, at the request of any Individual, provide the Individual with a copy of his/her PHI in a machine-readable (e.g., MS Word, Excel, or PDF) electronic format or transmit such copy to a person or entity designated by such Individual, as required under 45 CFR.

164.524(c).

(h) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in the time and manner Required by Law.

(i) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS, at a time and in a manner designated by the Secretary, for purposes of the Secretary's determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

(j) Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and, if applicable, to maintain records sufficient to respond to an Individual's request for an accounting of disclosures of "electronic health records" made for purposes of treatment, payment or health care operations.

(k) Business Associate agrees to provide to Covered Entity or an Individual, upon request and in the time and manner required by Law, an accounting of disclosures of an Individual's PHI, including the documentation maintained in accordance with Section 2(i), to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. If an accounting of a particular Individual's PHI is requested more than once in any twelve- (12-) month period, Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. 164.528(c). Business Associate also will provide, if applicable, an accounting of disclosures of any "electronic health records" made for purposes of treatment, payment, or health care operations.

(l) Business Associate agrees to request from Covered Entity and to disclose to affiliates, subsidiaries, agents and subcontractors or other third parties, only PHI in the "limited data set," as defined in 45 C.F.R. 164.514(e)(2), if practicable – or, if needed by such entity, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively.

(m) Business Associate agrees to comply with the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162 ("Electronic Standards Regulations"), with respect to any transactions it conducts on behalf of the Covered Entity that is subject to the Electronic Standards Regulations.

(n) Business Associate agrees to comply with the HIPAA Security Standards, 45 C.F.R. Parts 160, 162, and 164, with respect to any Electronic PHI, as defined in the HIPAA Security Standards. Specifically –

(1) Business Associate agrees to implement administrative, physical, and technical safeguards and maintain the written policies, procedures, and other documentation required by 45 C.F.R. 164.308, 164.310, 164.312, and 164.316, and to comply with all additional requirements "that relate to security" and that are made applicable to Business Associate by the Omnibus Rule.

(2) Business Associate agrees to ensure that any agent, including a subcontractor, to which it provides Electronic PHI agrees to implement the same administrative, physical, and technical safeguards, comply with the same security requirements and maintain the same written policies and procedures and documentation, described in the foregoing Section 2(n)(1).

(3) Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware of any Breach of Unsecured PHI known to it and to cooperate with Covered Entity in making any notification or publication of any such Breach required under 45 CFR 164.404, 164.406 or 164.408.

(o) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

(p) Business Associate shall not directly or indirectly receive financial remuneration in exchange for any Protected Health Information of an Individual, unless Covered Entity or Business Associate obtains from the Individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for financial remuneration by the entity receiving the Protected Health

Information of that Individual, except as otherwise allowed under HIPAA.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

In general, except as otherwise limited in this Agreement, Business Associate may use or disclose PHI in any manner necessary to perform its obligations and services to the Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if made by Covered Entity. Furthermore –

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or carry out the legal responsibilities of Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that – (1) the disclosures are required by law, or (2) Business Associate obtains reasonable assurances from the entity to which the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the entity, and the entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Business Associate may use PHI to provide data aggregation services to Covered Entity.

### **4. OBLIGATIONS OF COVERED ENTITY**

(a) Covered Entity shall provide Business Associate with a copy of the “Notice of Privacy Practices” produced and distributed in accordance with 45 C.F.R. 164.520 and with any revisions of that Notice.

(b) Covered Entity shall provide Business Associate with any modification or revocation of any permission granted by an Individual to use or disclose the Individual’s PHI if such modification or revocation affects the permitted or required uses and disclosures of PHI by Business Associate hereunder.

(c) Covered Entity shall notify Business Associate in writing of any restriction upon the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522.

(d) Covered Entity shall disclose to or a request from the Business Associate only PHI in the “limited data set,” as defined in 45 C.F.R. 164.514(e)(2), if practicable – or, if needed by Business Associate, the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.

### **5. TERM AND TERMINATION**

(a) Term. The provisions of this Agreement shall take effect on the date first written above

and shall terminate on the date this Agreement is terminated pursuant to the terms hereof. –

(1) when all of the PHI provided by Covered Entity to Business Associate or created, maintained, or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or (2) if such return or destruction is infeasible, provided that the protections set forth in this Agreement are extended to such PHI, in accordance with the provisions in this Section.

(b) Termination. Pursuant to 45 C.F.R. 164.504(e)(1)(ii), upon the occurrence of a “material breach” of the Agreement, the non-breaching party shall –

(1) provide an opportunity for the breaching party to cure the breach or end the violation; and

(2) if cure of such breach is not possible or if the breaching party does not cure the breach or end the violation within a mutually agreeable time, terminate the Agreement.

(3) Notwithstanding anything herein to the contrary, either party may terminate this Agreement for any reason with ninety (90) days prior written notice to the other.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon the termination of this Agreement for any reason, Business Associate shall return or destroy all PHI it has received from Covered Entity or created or received on behalf of Covered Entity. Business Associate agrees that it shall request in writing the return of all PHI in the possession of any of its subcontractors or agents.

(2) If Business Associate determines that return or destruction of any PHI in its possession is infeasible, Business Associate shall extend all provisions of this Agreement to such PHI for so long as Business Associate maintains such PHI.

## **6. MISCELLANEOUS**

(a) Regulatory References. Any reference in this Agreement to a section of the Privacy Rule or the Security Rule means the section as in effect or as amended and with which compliance under this Agreement is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, the publication of any decision of a court of the United States or any state relating to any such law, or the publication of any policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party and by mutual agreement, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party rejects such amendment, it shall so notify the first party in writing within 30 days of such notice, and if the parties are unable to agree on an alternate amendment within 30 days thereafter, either party may terminate the Agreement upon 30 days written notice to the other party.

(c) Survival. The obligations of Business Associate under Section 5(c)(2) hereof shall survive

the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy Rule and the Security Rule. In the event of any inconsistency or conflict between this Agreement and any other agreement or understanding between the parties, the terms, provisions, and conditions of this Agreement shall control.

(e) No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein be deemed to confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(g) Indemnification. Business Associate will indemnify, hold harmless, and defend Covered Entity and its fiduciaries, CLIENT, and its officers and employees (the "Indemnified Parties") from and against any claims, losses, liabilities, costs, and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or nonfulfillment of any undertaking on the part of Business Associate under this Agreement respecting Protected Health Information; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with Business Associate's performance under this Agreement. This section shall apply in addition to any indemnification rights extended by Business Associate to any of the Indemnified Parties under a services agreement between Business Associate and Covered Entity or CLIENT. Nothing herein shall be considered a waived of the CLIENT's rights under Section 768.28, Florida Statutes.

(h) Modification. Except as otherwise provided herein, all modifications to this Agreement shall be in writing and signed by all parties.

(i) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, order, judgment, or settlement, such provision shall be excluded from the Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(j) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes any prior agreements between the parties, whether written or oral and other documents, if any, addressing the subject matter contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**Nassau County, Florida**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Business Associate:

**CorpCare Associates, Inc.**

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

Name: Rory Martin

Its: President

**SECOND ADDENDUM TO THE EMPLOYEE ASSISTANCE PROGRAM CONTRACT  
WITH CORPCARE ASSOCIATES, INC.**

**THIS SECOND ADDENDUM TO THE EMPLOYEE ASSISTANCE PROGRAM CONTRACT WITH CORPCARE ASSOCIATES, INC.** (hereinafter “Addendum”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County” or “Customer”), and CorpCare Associates, Inc., a Florida For Profit Corporation (hereinafter the “Vendor” or “Contractor”) hereinafter collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties desire to enter into a Contract for the Employee Assistance Program (hereinafter “Contract”); and

**WHEREAS**, the Parties wish to establish additional standard terms and conditions to that Contract as contained herein; and

**WHEREAS**, the Parties hereby desire to enter into this Addendum to the Contract to set forth in writing additional rights, duties and obligations hereunder.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

**SECTION 1. CONFLICTING PROVISIONS.**

**1.1** The Parties agree that in the event of any conflict between the terms of the Contract and any exhibits, attachments or addendums to the Contract and the terms of this Addendum, the terms of this Addendum shall prevail.

**SECTION 2. PAYMENT AND INVOICING.**

**2.1** The County shall pay the Vendor in an amount not to exceed One Hundred Eighteen Thousand Dollars (\$118,000.00) for the goods and/or services referenced in the Contract. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Human Resources Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity



and price in order for the County to verify compliance with the specifications and conditions of Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Human Resources Director or designee, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Contract. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 3. E-VERIFY.**

**3.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**3.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**3.3** Compliance with the terms of the E-Verify program provision is made an express condition of the Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Contract.

**SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.**

**4.1** The Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**4.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Contract.

**4.3** The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

**4.4** In the event of any legal action to enforce the terms of the Contract each party shall bear its own attorney's fees and costs.

**4.5** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Contract or the activities of either party under the Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Contract. If the parties are unable to reach an agreement concerning the modification of the Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate

the Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

**SECTION 5. TAXES.**

5.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Contract. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

**SECTION 6. FUNDING.**

6.1 The County's performance and obligation under the Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 7. PUBLIC RECORDS.**

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Contract, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**7.2** A request to inspect or copy public records relating to the Contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**7.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**7.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**7.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**7.6** A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent.

7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

7.8 In reference to any public records requested under the Contract, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

7.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

#### **SECTION 8. PUBLIC ENTITY CRIMES.**

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Contract.

**SECTION 9. INDEMNIFICATION.**

**9.1** Any indemnification by the County in the Contract or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

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**IN WITNESS WHEREOF**, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

**THE COUNTY:**

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest as to the authenticity of the Chair’s signature:**

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

**REVIEWED FOR LEGAL FORM AND CONTENT:**

*Denise C May* \_\_\_\_\_  
\_\_\_\_\_, County Attorney

**VENDOR:**

**CORPCARE ASSOCIATES, INC.**

Signature:  \_\_\_\_\_

Print Name: RORY MARTIN \_\_\_\_\_

Title: president \_\_\_\_\_

Date: 2/2/2024 \_\_\_\_\_



# AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION INCLUDING ALCOHOL AND DRUG EVALUATIONS AND/OR TREATMENT

I, \_\_\_\_\_, DOB \_\_\_\_\_ hereby authorize the following individuals/programs stated below to disclose, receive, or exchange information as noted below verbally and in writing.

Fax and/or e-mail disclosure OK:  Yes  No

Click to enter Provider's Name \_\_\_\_\_ Phone: Click here to enter #. Email: Click here to enter email.

Program/Individual/Organization authorized to make/receive disclosure to/from CorpCare Associates  exchange of information authorized

CorpCare Associates Phone: Click here to enter #. Email: Click here to enter email.

Authorized individual/organization to whom disclosure is made and can make disclosures  exchange of information authorized

CorpCare Associates, Inc. is thus authorized to disclose information to:

Click to enter HR's Name \_\_\_\_\_ Phone: Click here to enter #. Email: Click here to enter email.

Authorized individual/company to whom disclosure is made  exchange of information authorized

### Information to be disclosed:

- Drug/alcohol assessment findings  Recommendations  Treatment plan  Progress in treatment
- Compliance  Attendance  Diagnosis  Drug screen results  Psychological assessment findings
- Other information: Click or tap here to enter text.

The frequency of this disclosure will be:  weekly  monthly  as needed

This authorization becomes effective on the date it is signed and may be revoked by me in writing at any time except to the extent that action has been taken which is based on my consent. Unless earlier revoked by me, this authorization automatically terminates one (1) year from the effective date. I further understand that if I am under a criminal justice system referral this can not be revoked by me until there has been a formal and effective termination or revocation of my release from probation or parole or other proceeding under which I was mandated for treatment.

I further understand that the information authorized by this Release will be released to the authorized recipient only for the purpose noted above. I understand I (or my legal representative) am entitled to a copy of this authorization form for my records. Copy given to client:  yes  no

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Therapist or Witness*

\_\_\_\_\_  
*Date*

Notice to Recipient(s): This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2) and/or state law. In accordance with federal and state law requirements, the information received pursuant to this document is confidential and recipient is prohibited from making further redisclosure of this information to any other person or entity, or to use it for any purpose other than authorized herein without consent of the person to whom "I" pertains or as otherwise permitted by law. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate, prosecute any alcohol or drug patients.

Revocation: The authorization is subject to revocation at any time except to the extent the program or person who is to make the disclosure has already acted in reliance of it. Drug and/or alcohol clients can revoke consent either verbally or in writing.

I hereby revoke consent in writing: \_\_\_\_\_  
*Signature of Client*

\_\_\_\_\_  
*Date* 2/8/2024

Authorization was verbally revoked. Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
*Signature of person witnessing verbal/written revocation*