

CS-17-27

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2477

## CONTRACTOR INFORMATION

Name: CorpCare Associates, Inc

Address: 7000 Peachtree Dunwoody Rd, Building 4, Suite 300, Atlanta, GA 30328  
City State Zip

Contractor's Administrator Name: Lisa Hardy Title: Vice President

Tel#: (941) 628-2220 Fax: (770) 396-9522 Email: lisa@corpcareeap.com

## CONTRACT INFORMATION

Contract Name: Employee Assistance Program Services Contract Value: Est. \$14,652.00

Brief Description: A service which will guide, counsel and provide assistance to Nassau County employees.

Contract Dates : From: 10/01/2017 to: 09/30/2018 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Ashley Mott 8/25/17  
Department Head Signature Date
2. Angela Gregory 8/30/17  
Contract Management Date
3. Just Stelmach 9/5/17  
Office of Management & Budget Date
4. [Signature] 8/30/17  
County Attorney (approved as to form only) Date

Human Resources  
Submitting Department  
Constitutional Offices & 01122513  
Funding Source/Acct #

17 AUG 30 PM 4:14  
17 SEP - 5 PM 3:40

Comments: \_\_\_\_\_

## COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 9-18-17  
Shanea D. Jones Date

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance



**Nassau County Board of County Commissioners**  
and CORPCARE ASSOCIATES, Inc.

**EMPLOYEE ASSISTANCE PROGRAM CONTRACT**

**INTRODUCTION**

1. This contract between Nassau County Board of County Commissioners (hereafter referred to as "the County"), and CorpCare Associates, Inc. (hereafter referred to as "the Contractor") is for the purpose of providing an Employee Assistance Program (EAP) for the benefit of employees of the County.
2. The Contractor is hereby retained by the County to administer a program of special assistance to County 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 in order to restore their capability to perform their jobs at acceptable levels.
4. The County is establishing the EAP to provide employees and their spouse 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 Code. That in addition to dependents that fit the Section 152 of the IRS code, registered domestic partner, same sex married spouses and the children of those domestic partners/same sex spouses 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 in regard to these and other personal problems.
5. The Contractor will assist the County in formulating or refining policies and procedures for the EAP that work in concert and are consistent with established personnel policies of the County.
6. The Contractor will advise the County on implementation of the EAP and publication of its availability to employees and their spouse and dependents.
7. Upon request, the Contractor will provide specific consultation to County supervisors in dealing with problems relating to the job performance of individual employees.



**CONFIDENTIALITY**

8. The County 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 County employees and their spouse and dependents. The Contractor shall share information with the County 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 paragraph 9 and 10. Billing shall be sent directly to the County without identifying County 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 set forth in section 11. The EAP shall contact the designated County 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 County contact listed in paragraph nine (9) when a formal supervisory referral is initiated and the employee has signed the Release of Information 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 Release of Information form permitting the EAP counselor to release information as described in paragraph nine (9). If the employee does not sign the release form, the Contractor shall not provide any information to the County on said employee.

**PROGRAM DESIGN and PERFORMANCE STANDARDS**

11. EAP will provide up to six (6) sessions per issue 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. As determined through the evaluation process, the Contractor will refer the employee to a licensed mental health clinician resource offering medical, clinical supportive service within the employees benefit provider's network. The Contractor will notify the employee or dependent that pre-certification requirement may apply. The County will provide the Contractor with updated information regarding the preferred provider's network, as it is available, but not less than annually. The employee or dependent will rely upon their employer's benefit program to reimburse for these additional services pursuant to the terms of said program. Contractor will provide utilization reports and EAP promotional materials quarterly. Contractor will provide on an annual basis a two-hour supervisory training program. Contractor will provide brief employee orientations lasting approximately twenty minutes in length.



Contractor will provide a 24-hour telephone access emergency service incorporating an on-call mental health professional. 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 shared between clinical provider and EAP. EAP appointments are available as follows: same day service for emergencies or within three days for non-emergencies. Financial concerns are referred to CLC, Inc. at no cost to the employee. In addition, Contractor will refer legal problems to Contractor's legal vendor, CLC, Inc. The Contractor will refer all child care and/or elder care questions to its work-life vendor, Brown/Richards or its successor, as notified by the County.

12. EAP appointments are available during the EAP therapist's regular office hours. A twenty-four (24) hour, seven (7) days a week emergency telephone service is available.

#### **EAP PROMOTION**

13. The EAP will include employee orientations by the Contractor and quarterly promotional materials distributed by the County to all employees. These materials mailed to the employee's personal residences, or placed as posters and brochures throughout the worksite. County is responsible for mailing and postage costs. These materials will emphasize health related information and how to contact the EAP. The Contractor will also supply the County with standard training materials for managers and supervisors. The EAP will also provide developmental program ideas, copy suggestions, and other assistance on a continuing basis for use in County publications, special mailings, or other media to maintain the awareness levels of the EAP by County managers, supervisors, and employees.

#### **UTILIZATION REPORTS**

14. The Contractor will prepare quarterly utilization reports on the caseload activities. These reports will include utilization rates, kinds of personnel problems assisted through the EAP, demographic description of participating employees, with all such information to be provided in summary form without identifying the identity of County employees and their spouse or dependents.

#### **TERM of AGREEMENT**

15. The term of this contract shall be for a period of twelve months commencing on October 1, 2017 through September 30, 2018. Fees re-negotiated within 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 County 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 thirty (30) days' notice. Any travel expenses for training or administrative purposes are paid by the County, which estimates shall be obtained by the Contractor prior to incurring said travel expenses.



16. 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 days' notice to the other party.

Send all notifications as follows:

(i) If to CorpCare Associates, Inc.:  
George W. Martin, Jr., President  
CorpCare Associates, Inc.  
7000 Peachtree Dunwoody Rd.  
Building 4, Suite 300  
Atlanta, Georgia 30328

(ii) If to Nassau County:  
Tina L. Keiter  
Nassau County Human Resources  
96135 Nassau Place, Suite 5  
Yulee, Florida 32097

**HOLD HARMLESS**

17. The Contractor shall indemnify and hold harmless the County and its subsidiaries, and the County's and the County'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 17 the licensed professionals or other persons to whom the Contractor refers the County's employees, their spouse and/or dependents including the provision of EAP services to an ineligible person.

**FEES and PAYMENT PROCEDURES**

18. The total fee paid by the County for the Contractor's performance of this contract shall be as follows: \$1.85 per employee per month on a quarterly basis. Based on current employment of approximately 660 employees, as of the date hereto, the annual cost is approximately \$14,652.00; guaranteed for up to two years. Additional charges include reimbursement for reasonable travel expenses pursuant to the terms of paragraph 15 and special order printed materials to be used as promotional materials requested in addition to paragraph 13. These expenses must be approved in advance by the County and shall be paid by the County. Increases or decreases in employee levels will be reported by the County to the Contractor and posted on each quarterly invoice reflecting accurate pricing adjustments.



19. Fees and charges for services rendered by licensed professional resources or other persons to which the County 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 benefit program beyond the sessions covered by the EAP. The Contractor or such licensed professional resources or other persons will not hold the County responsible for the payment of such fees and charges.

**AGREEMENT TERMINATION**

20. In the event of termination of this agreement, Contractor and County shall promptly review all work in progress. Contractor shall be responsible only for any work commencing prior to the termination date and any and all charges, which may be due and payable, by the County at the termination date shall be paid within thirty (30) days of the termination date by the County. 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 agreement, to any third party mutually agreed to by the County and the Contractor. Contractor will provide after termination of this agreement 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 agreement occurred.

**EAP PROVIDER REQUIREMENTS**

21. The Contractor will establish a network of agents to provide counseling services at Contractor's request or to whom the Contractor will refer a County employee or his/her spouse or dependent in connection with this contract. Such network shall consist of at least two (2) agents to provide counseling services near each location at which the County has employees. In the event that the County adds locations at which it has employees, the County shall give the Contractor thirty-day 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-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 Contractor's request or to whom Contractor refers a County 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 years postgraduate clinical experience, NCQA 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 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

22. Contractor verifies to County that Contractor retains all necessary business insurance coverage. Current dollar levels for Professional Liability Insurance are \$1,000,000 per occurrence/\$3,000,000 aggregate.
23. 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 County.
24. 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.
25. The obligations of the Contractor under this agreement may not be assigned without the prior written consent of the County. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any attempt to assign this agreement in violation of this shall be deemed null and void.

Accepted and agreed to as of the date written below:

  
County Authorized Signature

9-18-17  
Date

County Manager  
County Title

George W. Martin, Jr.  
Contractor Signature

9.28.17  
Date

President  
Contractor Title





## APPENDIX A

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is made and entered into as of May 1, 2015, by and between Nassau County (hereinafter "COUNTY"), 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. 160.103.



(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" 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 is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) and such other requirements "that relate to privacy" that are 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 to an Individual, in order 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 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 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 to an Individual, upon request and in the time and manner Required by Law, an accounting of disclosures of any 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 Covered Entity that are 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 or 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 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 to 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 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 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 thirty (30) days prior written notice to the other.”

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon 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 Georgia.

(g) Indemnification. Business Associate will indemnify, hold harmless, and defend Covered Entity and its fiduciaries, COUNTY, and its officers and employees (the "Indemnified Parties") from and against any and all 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 COUNTY.

(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 and all prior agreements between the parties, whether written 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**

By: Shane D. Jones

Name: Shanea D. Jones

Title: County Manager

On behalf of Business Associate:

**CorpCare Associates, Inc.**

By: George W. Martin, Jr.

Name: George W. Martin, Jr.

Title: President