

OS-22-335

**PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN
CORPORATE HEALTH, LLC AND NASSAU COUNTY, FLORIDA**

THIS PROFESSIONAL MEDICAL SERVICES AGREEMENT (“Agreement”), is made and entered into by and between Nassau County, Florida (“County”), a political subdivision of the State of Florida, and Corporate Health, LLC dba PATH (“PATH”). Collectively, the County and PATH are referred to as the “Parties”. This agreement is effective on the date of the final signature executed by all parties below (the “Effective Date”).

RECITALS

WHEREAS, the County offers an annual wellness physical for employees of the Nassau County Fire Rescue Department (“NCFRD”); and

WHEREAS, includes a physical examination, screenings, lab tests, imaging, cardiopulmonary testing; and

WHEREAS, PATH develops and implements corporate wellness programs for the benefit of employers, health plans and their employees, members and beneficiaries, and PATH and its subcontractors have the knowledge to guide, direct, and advise NCFRD and its employees regarding their health and fitness, within NCFRD’s guidelines; and

WHEREAS, this Agreement sets for the terms, conditions, provisions, requirements, obligations, and responsibilities of the Parties with respect to the services requested by the County and performed by PATH; and

WHEREAS, the County has determined that entering into this Agreement is in the best interest of the County and of its employees.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I. Effect of Recitals

The above recitals are incorporated into the body of this Agreement.

Article II. Term and Renewal

This Agreement shall be for an initial term of thirty-six (36) months commencing on the Effective Date (the “Initial Term”). At the conclusion of the Initial Term, this Agreement shall automatically renew for two additional terms of one (1) year unless terminated by either Party, as provided in Article III.

Article III. Termination

(1) This Agreement may be terminated without cause by either party, upon sixty (60) days prior written notice to the other party, in accordance with Article VII (2), below.

(2) This Agreement may be terminated for cause by either party, in the event of default by the other party. In the event of a termination by the non-breaching party for cause, the breaching party shall have seven (7) calendar days from receipt of notice to remedy deficiencies identified in said notice. If the breaching party fails to remedy such deficiencies to the reasonable satisfaction of the non-breaching party within the stated time period, the non-breaching party may issue a Notice of Termination, providing ten (10) calendar days written notice of the date of termination of this Agreement.

Article IV. PATH Duties and Obligations

(1) Annually, PATH shall conduct a physical examination, certain screenings, and order necessary labs and imaging as determined by NCFRD and detailed in Exhibit 1 (collectively, “Services”), for all applicable NCFRD employees, “Employees”).

(2) PATH and its subcontractors shall hold and maintain at their own expense all applicable licenses, registrations, certifications, or permits necessary to provide the Services.

(3) PATH shall, at its sole expense, obtain and maintain at least the minimum insurance coverages (or maintain an adequately-funded, actuarially-sound self-insurance program) as provided herein. All insurance policies shall be issued by companies authorized and duly licensed to transact business in the State of Florida. PATH shall furnish proof of insurance to the County within a reasonable time upon County's request. The insurance coverages detailed below shall be maintained in force throughout the duration of this Agreement. Compliance with the requirements provided herein shall not relieve PATH of its liability and obligations under this Agreement. PATH shall procure and maintain the following insurance coverages:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. The requirements for General Liability may be satisfied with a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.
- Adequate Workers' Compensation Insurance in at least such amounts as is required by law for its employees, per Chapter 440, Florida Statutes, or must be registered as a Self-Insured Entity with the State of Florida.
- Professional Liability, specifically medical malpractice, with minimum limits of \$1,000,000. Upon expiration or termination of the Professional Liability Insurance, PATH shall obtain Tail Coverage.

Article V. County Duties and Obligations

(1) The County shall provide PATH with the most current Article 35 form the CBA Local 3101, and any other relevant standards or associated guidelines PATH is required to adhere to when providing the Services. PATH shall only be responsible for adhering to the standards and guidelines most recently provided by the County. For the avoidance of doubt, as of the Effective Date, the current guidelines and standards by which PATH must adhere are attached hereto as Exhibit "2".

(2) NCFRD shall designate the appropriate representative with whom PATH shall communicate for notifications related to unsuitability for duty, appointment cancellations, invoicing, and other day-to-day operational needs related to the Services. NCFRD shall notify PATH of this representative and their contact information by the Effective Date.

(3) The County shall, at its sole expense, obtain and maintain at least the minimum insurance coverages (or maintain an adequately-funded, actuarially-sound self-insurance program) as provided herein. All insurance policies shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The County shall furnish proof of insurance to PATH prior to performance of Services. PATH shall be named as Additional Insured on the commercial general liability insurance policy. Required insurance coverages shall be maintained in force, including coverage for Additional Insureds, and Waiver of Transfer of Rights of Recovery endorsement, throughout the duration of this Agreement. Compliance with the requirements provided herein shall not relieve the County of its liability and obligations under this Agreement. The County shall procure and maintain the following insurance coverages:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. The requirements for General Liability may be satisfied with a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.
- Adequate Workers' Compensation Insurance in at least such amounts as is required by law for its employees, per Chapter 440, Florida Statutes, or must be registered as a Self-Insured Entity with the State of Florida.
- Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000

Certificate(s) of Insurance shall clearly indicate the insurance coverages, of the type, amount, and classification as provided herein, and shall clearly indicate PATH as the Certificate Holder, and as Additional Insured as provided herein.

Article VI. Compensation

PATH shall be compensated by the County for performance of the Services in accordance with the fee schedule attached as Exhibit 1. The County shall also pay for reasonable, actual out-of-pocket travel expenses incurred by PATH for Services conducted outside of Duval, St. Johns, Clay, Baker, Nassau, or Flagler County, provided PATH notifies NCFRD of any necessary travel and NCFRD approves the associated expenses prior to incurrence. In the event that the appointment cancellation rate is above 20%, The County shall meet with PATH to collaborate on a resolution to reduce the number of cancellations. PATH shall send an itemized bill to the address listed in Section VII(2) below, by or before the tenth (10th) of each month for Services performed during the preceding calendar month. All payments are due net (45) days of invoice. The invoices will be sent to NCFRD within forty five (45) days of the last screening date (or the date an additional service is provided if applicable). If payment is not received, services may be suspended or terminated.

PATH shall not submit any invoices to, nor shall it in any way assess any costs for the Services authorized hereunder, to the County's or Employees' insurance provider(s), for payment of any portion(s) of invoices for Services performed pursuant to this Agreement. Additionally, any medical services other than those specifically provided for herein, conducted, performed, or caused to be performed by PATH for any individual(s) who may receive services under this Agreement, shall not be, in any manner whatsoever, combined with those Services performed pursuant to this Agreement, for any purpose, including but not limited to, billing, reporting, or communication.

Upon conclusion of the Initial Term, PATH may increase the pricing for the Services by up to five (5%) of the prior year's cost of the Services on an annual basis, but no later than ninety (90) calendar days prior to the anniversary of the Effective Date of this Agreement and only upon written notice to the County

Article VII. Miscellaneous Provisions

(1) **SUBCONTRACTORS.** Upon NCFRD's request, PATH shall provide a list of any and all subcontractors proposed to perform any portion(s) of the Services specified herein. The use of any subcontractor(s) shall not relieve PATH from any liability or responsibility assumed under this Agreement.

(2) **NOTICE.** Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Delivered by U.S. Mail, commercial express carrier, (postage prepaid, delivery receipt requested), electronic mail or hand delivery to the following addresses:

For PATH:
Corporate Health, LLC d/b/a PATH
1650 Prudential Drive, Suite 100
Jacksonville, Florida 32207
Email Address: cassie.bruce@bmcjax.com

With a copy to:

Baptist Health System, Inc.
841 Prudential Drive, Suite 1802
Jacksonville, Florida 32207
Attn: General Counsel
Email Address: Scott.halty@bmcjax.com

For Nassau County:
Brady Rigdon, Fire Chief
96160 Nassau PL
Yulee, FL 32097
Email Address: brigdon@nassaucountyfl.com

With a copy to:

Greg Roland, Assistant Fire Chief
96160 Nassau PL
Yulee, FL 32097
Email Address: groland@nassaucountyfl.com

(3) **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for

any other reason.

(4) **RELATIONSHIP OF THE PARTIES.** The Parties agree that PATH is an independent for profit corporate entity, and therefore not an employee or organization of the County and that nothing in this Agreement shall be construed as or constitute an employment relationship between the County and PATH. As such, PATH employees and any subcontractors who provide Services on PATH's behalf shall not attain any rights or benefits under the County's retirement or health insurance benefits or other rights generally afforded to County employees and, furthermore, shall not be deemed entitled to worker's compensation benefits as an employee of the County. PATH shall be solely responsible for the payment of all applicable taxes, if any, for compensation paid to PATH by the County pursuant to this Agreement.

(5) **INDEMNIFICATION.** To the extent allowed by Florida law, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, officials, employees, and agents from any liabilities, claims, lawsuits, damages, and expenses, including attorney's fees and costs, arising, directly or indirectly out of, resulting from, or incident to any negligent act, failure to act, willful misconduct, or breach of this Agreement by the Indemnifying Party, its employees or agents, including, but not limited to, any fines, awards, damages, expenses, and reasonable legal fees that may be incurred in connection with such claims. Nothing contained herein shall be considered a waiver of County's rights under §768.28.F.S.

(6) **LIMITED WARRANTY.** PATH warrants that it will perform, or will cause a qualified subcontractor to perform on its behalf, all Services required under this Agreement in a professional and workmanlike manner in accordance with industry practices and standards generally applicable for such services. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

(7) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL PATH'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY THE COUNTY HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS. IN NO EVENT SHALL PATH HAVE ANY LIABILITY TO COUNTY FOR, AND COUNTY HEREBY WAIVES ITS CLAIM FOR, ANY LOST PROFITS OR REVENUES, LOST DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(8) **PRIVACY NOTICE REGARDING EMPLOYEE HEALTH INFORMATION.** PATH shall use reasonable efforts to maintain the privacy and security of all Employees' personally identifiable or protected health information in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91), the HITECH Act provisions of the American Recovery and Reinvestment Act of 2009 (PL 111-5) and regulations enacted by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 - 164. PATH will only disclose Employee personally identifiable or protected health information to NCFRD with the Employee's written authorization to do so, or as expressly permitted by law. Other than disclosure to NCFRD upon the Employee's written authorization, or as required by law, PATH will not disclose publicly any Employee personally identifiable or protected health information, nor will PATH sell, exchange, transfer or otherwise disclose such information to any person or entity.

PATH takes appropriate precautions, including encryption of electronically-stored information, to avoid any data breach. If there is a data breach involving protected information, PATH will notify the Employee and the County as soon as reasonably practicable.

Anyone who receives Employee personally identifiable or protected health information for purposes of providing the Services must abide by these confidentiality requirements.

(9) **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Nassau County, Florida.

(10) **ENTIRE AGREEMENT.** This Agreement, including all Exhibits attached hereto, and any fully

executed Amendments, constitutes the entire agreement among the Parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the Parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified, amended, revised, transferred, completed or terminated except by the mutual written agreement of both parties herein.

(11) **ASSIGNMENT.** This Agreement may not be assigned, nor the duties or obligations herein delegated, or transferred, in whole or in part, by either party without the written consent of the other party.

(12) **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

(13) **WAIVER.** No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its other obligations herein shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

IN WITNESS WHEREOF, this Agreement, has been reviewed by the parties hereto and so have made and executed this final Agreement on the respective dates under each signature, for the purposes stated herein.

NASSAU COUNTY, FLORIDA

CORPORATE HEALTH, LLC d/b/a PATH

By: 

By: Cassie Bruce

Printed Name: Klynt A. Farmer

Printed Name: Cassie Bruce

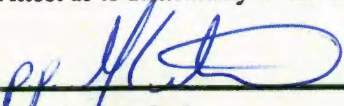
Its: Chairman

Its: Director of Corporate Health

Date: August 28, 2023

Date: 8/10/2023

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



EXHIBIT 1

NASSAU COUNTY FIRE RESCUE 2023-2025 FEE SCHEDULE

Annual Physician/APRN/PA Examination and Testing \$ 745.00/per employee

- Includes: Hearing/audiogram testing
- Vision Testing
- EKG (12-lead resting)
- Stress Test (*every year for Employees over 40; every 2 years for Employees under 40; and every 3 years for Employees under 30 OR if three (3) or more cardiovascular risk factors are present or the examining provider recommends*)
- Spirometry
- Full Pulmonary Function Test (*only if abnormal spirometry*)
- Cardiac CT (*Baseline at 40 years old and repeat every 1-5 years based on score*)
- Chest X-ray (*every 2 years*)
- Pap smear (*optional for female Employees*)
- Labwork (*Comprehensive blood panel to include CBC, CMP, lipids, TSH, CRP, A1C, Testosterone, Quantiferon testing, Uric Acid and Urinalysis. Prostate Specific Antigen for male Employees over age 40, CA-125 for females over 40. Cholinesterase and Heavy Metals tests for the Hazmat Team Employees. Optional HIV and Hepatitis Antibody testing.*)

Any other services requested by NCFRD, not specified above, must be added to this Agreement by Amendment, prior to services being provided.

ARTICLE 35

SAFETY AND HEALTH

35.1 The Employer shall provide each Employee an annual physical at no cost to the Employee. Said physicals shall have mandatory participation and be given by Nassau County's contracted physicians; said physical shall consist of at least the following items:

1. Blood Tests (SMAC 24 with Lipid profile)
 - A. PSA Test for male Employees 40 years of age
2. Urinalysis (dipstick)
3. Hearing Test
4. Vision Test
5. 12 Lead EKG (resting)
 - A. If over 45 years of age, a stress test shall be performed if three (3) or more cardiovascular risk factors are present or the examining physician recommends.
6. Chest X-ray every two (2) years; unless examining physician or employee requests yearly.
7. HIV (at the request of the employee)
8. TB (PPD)
9. Spirometry (PFT if abnormal)
10. PAP Smear, for female Employees optional.

Any other test shall be at the discretion of the examining physician and within established guidelines mandated or recommended by applicable laws, standards, or regulations.

- 35.2 The examining physician will have the responsibility to decide if additional evaluations are necessary.
- 35.3 The Employer shall provide at no cost to the employee, immunization against Hepatitis B and any other immunizations that become available for the protection against other types of Hepatitis. The Employer shall also provide any other immunizations that are mandated or regulated by applicable laws, standards, or regulations.
- 35.4 Employees are encouraged to engage in activity that improves their fitness level. Fitness activity may be for at least one (1) hour during their duty assignment.

**ADDENDUM TO PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN CORPORATE HEALTH, LLC AND NASSAU COUNTY, FLORIDA**

THIS ADDENDUM TO PROFESSIONAL MEDICAL SERVICES AGREEMENT BETWEEN CORPORATE HEALTH, LLC AND NASSAU COUNTY, FLORIDA (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"), and **CORPORATE HEALTH, LLC d/b/a PATH**, a business having its primary business location at 1650 Prudential Drive, Suite 100, Jacksonville, Florida 32207 (hereinafter "PATH").

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for professional medical services providing annual wellness physicals for employees of the Nassau County Fire Rescue Department, dated upon execution (hereinafter "Contract"); and

WHEREAS, the parties now desire to amend the Contract to add certain terms and conditions subject to the terms and conditions contained herein.

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. A new Section is hereby added in its entirety into the Contract at Article VII. and the new Section (14) shall hereafter read as follows:

(14) 1. The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County.

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

2. A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

3. If the Consultant does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

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

5. If a civil action is filed against the Consultant to compel production of public records relating to the Agreement, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

a. The Court determines that the Consultant 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 Consultant has not complied with the request, to the County and to the Consultant.

6. A notice complies with the requirements of this Section, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Agreement with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Article VII. (2) herein.

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

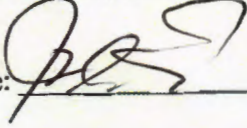
SECTION 2. All other terms and conditions of the Contract not inconsistent with the provisions of this Addendum shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

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: Klynt A. Farmer


Title: Chairman

Date: 8-28-23

ATTEST:

 _____

REVIEWED FOR LEGAL FORM AND CONTENT:

for  _____
DENISE C. MAY, County Attorney

PATH:

Signature:  _____

Print Name: Cassie Bruce

Title: Director of Corporate Health

Date: 8/10/2023

ATTEST:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 501 Riverside Ave Suite 1000 Jacksonville FL 32202	CONTACT NAME: Cara Levine PHONE: 904-421-5364 FAX: (A/C, M/F) E-MAIL: Cara.Levine@ajg.com ADDRESS: Cara.Levine@ajg.com
INSURED Baptist Health System, Inc. and its Affiliates 841 Prudential Dr, Suite 1802 Jacksonville FL 32207	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Indemnity Co of America 25066 INSURER B: American Excess Insurance Exchange RRG INSURER C: LM Insurance Corporation 33800 INSURER D: Self-Insured Trust INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 945087445 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP - Any one person \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY		BADL 336617413	01/15/2022	12/31/2023	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY - Per person \$ BODILY INJURY - Per accident \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
D	UMBRELLA LIAB		2206400	12/15/2022	2/15/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 DED RETENTION \$
	EXCESS LIAB					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EW564M4585002	10/15/2022	12/31/2023	PER STATUTE OTHER SIR - \$750,000 E - EACH ACCIDENT \$1,000,000 E - DISEASE SA EMPLOYEE \$1,000,000 E - DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VEHICLE EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				
	Commercial General Liability		B-S SELF-INSURED TRUST	12/15/2022	2/15/2023	SIR \$1MM/\$3MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage includes Corporate Health, LLC
Additional Insured?

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place Suite 5 Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF COVERAGE

Certificate Holder
Corporate Health, LLC d/b/a PATH
 1650 Prudential Drive, Suite 100
 Jacksonville, Florida 32207

Service Company **Issue Date** 1/13/23
Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530086
Orlando, Florida 32853

COVERAGES
 THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: FLORIDA ASSOCIATION OF COUNTIES TRUST

AGREEMENT NUMBER: FACT 9012

COVERAGE PERIOD: FROM 10/1/22

COVERAGE PERIOD: TO 10/1/23 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Medical Attendants /Medical Directors' Malpractice Liability
- Civil Rights Liability
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard
- Florida Claims Bill Endorsement
- Deductible \$25,000

Limits of Liability

\$1,000,000 Per Occurrence/\$3,000,000 Aggregate

- Employment Practices Liability
- Deductible \$25,000
- Employee Benefits Program Administration Liability
- Deductible \$5,000
- Florida Claims Bill Endorsement

Limits of Liability

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos
- Florida Claims Bill Endorsement
- Deductible \$1,000

Limits of Liability

\$1,000,000 Per Occurrence

Description of Operations/Locations/Vehicles/Special Items

Re: Coverage Verification - Contracted annual health and wellness exams

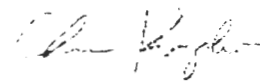
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
 96135 NASSAU PLACE SUITE 5
 YULEE FL 32097

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



 AUTHORIZED REPRESENTATIVE