

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3635

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Human Resources Contact Person: Tina Keiter  
 Telephone: (904) 530-6075 Email: tkeiter@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Corporate Health, LLC dba PATH  
 Address: 1650 Prudential Drive, Suite 100  
 City: Jacksonville, State: FL Zip Code: 32207  
 Vendor's Administrator Name: Cassie Bruce Title: Director of Coporate Health, Baptist Health  
 Telephone: (904) 202-5341 Email: cassie.bruce@bmcjax.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Cassie Bruce  
 Authorized Signatory Email: cassie.bruce@bmcjax.com  
**(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)**

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: Corporate Health, LLC dba PATH  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: Firefighter Pre-Employment Physicals - Provided at Baptist Medical Center Nassau  
**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  
 Single Source  Other  
 Total Amount of Contract: Estimated for 3 Years \$49,725.00 (Avg. of 17 over the last 3 years) (Estimate if necessary)  
 Account Number: 04223522 & 01261526  
 Source of Funds:  County  State  Federal  Other:  
 County Authorized Signatory:  BOCC Chairman  County Manager  
**(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)**

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: W/ Professional  
**Risk Manager Initials:** MM

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Increased Amount to Existing Contract: \_\_\_\_\_ (if any) Total with Amended Amount: \_\_\_\_\_  
 Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- |                                                                                      |                                                                                                                          |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Ashtley Metz</u> <u>3/10/2024</u><br>Department Head/Contract Manager Date     | 3. <u>Lanani Belmont</u> <u>3/11/2024</u><br>Procurement Date<br><i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>3/11/2024</u> <i>JP</i><br>Office of Mgmt. & Budget Date | 4. <u>Denise C May</u> <u>4/2/2024</u> <i>DJ</i><br>County Attorney Date                                                 |

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**

 4/2/2024  
County Manager Date

**Non-Competitive Justification Form (Exempt/Sole Source/Single Source)**  
**Required for Purchases Greater than \$10,000**

CM3635

Date: 03/08/20204  
Vendor Name: Corporate Health, LLC dba PATH  
Address: 1650 Prudential Drive, Suite 100, Jacksonville  
Phone: 904-202-5341  
Contact Name: Cassie Bruce

Project: \_\_\_\_\_  
FY Cost: \$16,575.00 Est.  
Total Cost: \$49,725.00 Est.  
Account: 04223522 & 01261526

Description of Goods and/or Services:

New hire Firefighter physicals.

Source of Funds:  County  State  Federal  Other \_\_\_\_\_

Check one (1) of the following choices:

- Exempt purchase:
  - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
  - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
  - Publications (5.3 – Nassau County Purchasing Policy Exemption)
  - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
  - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
  - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)

Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Sole Source The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

**Department Head/Managing Agent** -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Asheley Metz

**Office of Management and Budget Director** - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

JP

**Procurement Director** -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Janice Belmonte

**County Manager** -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature]

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and Corporate Health, LLC dba PATH, located at 1650 Prudential Drive, Suite 100, Jacksonville, Florida 32207, hereinafter referred to as the “Consultant”. Collectively, the County and Consultant are referred to as the “Parties” or individually as a “Party”. This agreement is effective on the date of the final signature executed by all Parties below (the “Effective Date”).

**WHEREAS**, the County desires to obtain professional services for the Nassau County Fire Rescue Department; and

**WHEREAS**, the County requires pre-employment medical evaluations for candidates to whom the County has made a conditional offer of employment (collectively, the “Candidates”), which medical evaluation includes a physical examination, screenings, lab tests, imaging, and cardiopulmonary testing; and

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

**WHEREAS**, the County, in accordance with the requirements of law and County policy and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit A.

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**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

**Exhibit A**     CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES

**Exhibit B**     HIPAA AUTHORIZATION FORM

**Exhibit C**     INSURANCE REQUIREMENTS

**SECTION 3. Retention of the Consultant.**

**3.1** The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit A.

**SECTION 4. Consultant Duties and Obligations.**

**4.1**     The Consultant shall conduct a physical examination, certain screenings, and order necessary labs and imaging as detailed in Exhibit A (collectively, the “Services”), for the Candidates at Consultant’s designated location(s) in Nassau County, Florida.

**4.2**     During or shortly after the new hire physical examination, Consultant shall complete the following forms, which Consultant shall provide to County only after obtaining authorization from the Candidate via a signed HIPAA Authorization Form (Exhibit “B”) and New Hire Form (Exhibit “C”)

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**4.3** Consultant and its subcontractors shall hold and maintain at their own expense all applicable licenses, registrations, certifications, or permits necessary to provide the Services.

**4.4** Services requested by the County or the County's representative that are not set forth in Exhibit A shall be considered additional services. Any request for additional services may incur additional fees, which services and fees shall be mutually agreed upon by the Parties in writing.

**SECTION 5. The County's Duties and Obligations.**

**5.1** The County shall provide Consultant with all County-approved forms to be completed when providing the Services. Consultant shall only be responsible for reporting to the County the information requested in the approved forms most recently provided to Consultant by the County.

**5.2** The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Agreement. The Consultant may rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

**5.3** County shall designate the appropriate representative with whom Consultant shall communicate for notifications related to unsuitability for duty, appointment cancellations, invoicing, and other day-to-day operational needs related to the Services. County shall notify Consultant of this representative and their contact information by the Effective Date.

**5.4** The County hereby designates the Human Resources Director, or designee, to act on the County's behalf under this Agreement. The Human Resources Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions,

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receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

**SECTION 6. Term of Agreement and Option to Extend or Renew.**

**6.1** This Agreement shall commence on the Effective Date and terminate on the fifth (5th) anniversary of the Effective Date (the "Initial Term"). Any extension or amendment to this Agreement shall be subject to availability of funds of the County as set forth in Section 10 hereinbelow.

**SECTION 7. Compensation.**

**7.1** Consultant shall be compensated by the County for performance of the Services in accordance with the fee schedule attached as Exhibit A. The County shall pay Consultant a \$150.00 cancellation fee for any physical examinations cancelled by the Candidate or County less than 48 hours prior to the time of the scheduled physical examination.

**7.2** Each month, the Consultant shall prepare and submit to [humanresources@nassaucountyfl.com](mailto:humanresources@nassaucountyfl.com), for approval, an itemized invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed and a summary of fees.

**7.3** Consultant 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 Candidate's 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 Consultant 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.

**7.4** On an annual basis, and upon written notice to the County at least ninety (90) days prior to the annual anniversary of the Effective Date, PATH may increase the price for the Services by up to five percent (5%) of the prior year's price of the Services.

**7.5** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

**7.6** Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Agreement.

#### **SECTION 8. Standard of Care.**

**8.1** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality.

#### **SECTION 9. Equal Opportunity Employment.**

**9.1** In connection with the work to be performed under this Agreement, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

#### **SECTION 10. Funding.**

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**10.1** The County's performance and obligation under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination pursuant to Section 17 based on lack of funding.

**SECTION 11. Expenses.**

**11.1** The Consultant shall be responsible for all expenses incurred while performing the services under this Agreement 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 Consultant's agents, if any, hired by the Consultant to complete the work under this Agreement.

**SECTION 12. Taxes, Liens, Licenses and Permits.**

**12.1** The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**12.2** The Consultant shall secure and maintain all licenses and permits required to perform the services under this Agreement 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 this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**12.3** The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason.

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**SECTION 13. Governing Law, Venue and Compliance with Laws.**

13.1 This Agreement 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 this Agreement 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.

13.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 14. Modifications.**

14.1 The terms of this Agreement may be modified only upon the written and mutual consent of both Parties, and approval by appropriate legal authority in the County.

**SECTION 15. Assignment and Subcontracting.**

15.1 This Agreement may not be assigned, sublet, conveyed or transferred by either Party without the prior written consent of the other Party.

15.2 In order to assign this Agreement, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. Upon the County's request, The Consultant shall provide the County with the names of any subcontractor working under this Agreement. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred in assisting the Consultant in

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performing under this Agreement. The Consultant, at its expense, shall defend the County against such claims.

**SECTION 16. Severability.**

16.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 17. Termination.**

17.1 This Agreement may be terminated for cause by either Party. If the breaching Party fails to perform any of its obligations under this Agreement, and if such default remains uncured to the non-breaching Party's satisfaction for a period of more than fifteen (15) days after notice thereof was given in writing by the non-breaching Party to the other Party, then the non-breaching Party may, without prejudice to any right or remedy the non-breaching Party may have, terminate this Agreement.

17.2 Upon termination of this Agreement, the Consultant shall promptly (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all Services in process, completed Services, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records and (5) invoice the County for any performed but unpaid Services.

17.3 This Agreement may be terminated without cause by either Party, upon sixty (60) days prior written notice to the other Party, in accordance with Section 32.

**SECTION 18. Nondisclosure of Proprietary Information and HIPAA Protections.**

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**18.1** The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or as required by law.

**18.2** Consultant shall use reasonable efforts to maintain the privacy and security of all Candidates' 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. Consultant will only disclose Candidate's personally identifiable or protected health information to County with the Candidate's written authorization to do so, or as expressly permitted by law. Other than disclosure to County upon the Candidate's written authorization, or as required by law, Consultant will not disclose publicly any Candidate's personally identifiable or protected health information, nor will Consultant sell, exchange, transfer or otherwise disclose such information to any person or entity.

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

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**18.4** Anyone who receives a Candidate's personally identifiable or protected health information for purposes of providing the Services must abide by these confidentiality requirements.

**SECTION 19. Contingent Fees.**

**19.1** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 20. Ownership of Documents.**

**20.1** The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**SECTION 21. Force Majeure.**

**21.1** Neither party of this Agreement shall be liable to the other for any cost or damages if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

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**21.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Agreement. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either Party.

**21.3** In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within thirty (30) days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within thirty (30) days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable.

**SECTION 22. Access And Audits of Records.**

**22.1** At any time during the terms of this Agreement and for a period of one (1) year after expiration or termination of this Agreement for any reason, a Party shall be provided or permitted reasonable access to and have the right to examine and audit any non-privileged information or documentation maintained by the other Party that is reasonably necessary to evaluate and verify the Parties' respective compliance with provisions in this Agreement and payment hereunder during normal business hours upon five (5) days written notice to the other Party. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

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**SECTION 23. Independent Consultant Status.**

**23.1** The Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

**23.2** The Consultant and the County agree that during the term of this Agreement: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Agreement; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

**SECTION 24. Insurance.**

**24.1** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**24.2** The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the

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exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Agreement, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by both Parties and the cost of mediation shall be borne equally by both Parties.

**SECTION 26. E-Verify.**

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**26.1** The Consultant 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 Consultant during the term of this Agreement to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Agreement), the Consultant 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).

**26.2** The Consultant 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 Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Agreement.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year

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after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

**Section 27. Limited Warranty and Limitation of Liability**

**27.1** Consultant 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.

**27.2** IN NO EVENT SHALL CONSULTANT'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 CONSULTANT 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.

**SECTION 28. Public Records.**

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**28.1** 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

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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.

**28.2** 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.

**28.3** 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.

**28.4** 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.

**28.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, 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

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(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.

**28.6** A notice complies with Section 28.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**28.7** 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.

**28.8** In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant 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."

**28.9** The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant 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 Consultant'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

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of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

**SECTION 29. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the Consultant 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 this Agreement.

**SECTION 30. Anti-Discrimination.**

**30.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

**31.1** The Consultant shall not publicly disseminate any information concerning this Agreement without prior written approval from the County, including but not limited to, mentioning the Agreement in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Agreement or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

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**32.1** All notices, demands, requests for approvals or other communications given by the Parties to another in connection with this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each Party indicated below:

County: Nassau County Human Resources  
Attn: Ashley D. Metz  
96135 Nassau Place, Suite 5  
Yulee, Florida 32097  
Email Address: ametz@nassaucountyfl.com

Consultant: 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 Systems, Inc.  
841 Prudential Drive, Suite 1802  
Jacksonville, Florida 32207  
Attn: General Counsel  
Email: Scott.Baity@bmcjax.com

**SECTION 33. Attorney's Fees.**

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**33.1** Notwithstanding the provisions of Section 28 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

**34.1** The Parties represent and warrant that the undersigned representative has the authority to bind the Party to the terms of this Agreement.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**35.1** In the event of any conflict between the terms of this Agreement and the terms of any exhibits, the terms of this Agreement shall prevail.

**35.2** All representations, indemnifications, warranties and guaranties made by the Parties in this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive final payment and termination or completion of this Agreement.

**35.3** The failure of either Party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**SECTION 36. Construction of Agreement.**

**36.1** The Parties hereby acknowledge that they have fully reviewed this Agreement and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any Party as if they were the drafter of this Agreement.

**SECTION 37. Headings.**

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**37.1** The section headings and captions of this Agreement are for convenience and reference of the Parties and in no way define, limit or describe the scope or intent of this Agreement or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

**38.1** This Agreement, together with any exhibits, constitutes the entire Agreement between the County and the Consultant and supersedes all prior written or oral understandings. 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.

**38.2** This Agreement may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

**39.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Agreement or the activities of either Party under this Agreement, 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 this Agreement, then that Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the Parties are unable to reach an agreement concerning the modification of this Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either Party may terminate this Agreement by written notice to the other

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Party. In such event, Consultant shall be paid its compensation for Services performed prior to the termination date.

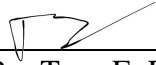
[The remainder of this page left intentionally blank.]

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement which shall be deemed an original on the day and year last written below.

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

  
\_\_\_\_\_  
By: Taco E. Pope  
Its: County Manager  
Date: 4/2/2024

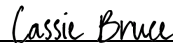
Attest as to authenticity of the  
Chair's signature:

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

Approved as to form and legality by the  
Nassau County Attorney

  
\_\_\_\_\_  
DENISE C. MAY

**CORPORATE HEALTH, LLC D/B/A PATH**

  
\_\_\_\_\_  
By: Cassie Bruce  
Its: Director of Corporate Health, Baptist Health  
Date: 3/28/2024

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**Exhibit A**

**CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES**

**NASSAU COUNTY FIRE RESCUE 2023 FEE SCHEDULE**

**New Hire Physical/APRN/PA Examination and Testing ..... \$ 975.00**

- Includes:      Hearing/audiogram testing
- Vision Testing
- EKG (12-lead resting)
- Stress Test
- Chest X-ray
- Lumbar Spine X-ray
- Full Pulmonary Function Test
- Physical Fitness Assessment
- Labwork (*Comprehensive blood panel to include CBC, CMP, lipids, TSH, CRP, A1C, QuantiFERON testing, Uric Acid and Urinalysis. Prostate Specific Antigen for male candidates over age 40, CA-125 for females over 40. Cholinesterase and Heavy Metals tests, HIV and Hepatitis Antibody testing*).

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## EXHIBIT B HIPAA AUTHORIZATION FORM

<b>Baptist Facility Who is Releasing Information</b>	
<input type="checkbox"/> <b>Baptist Medical Center Jacksonville/Wolfson Children's Hospital</b> 800 Prudential Drive, Jacksonville, FL 32207 Attn: HIM Phone: (904) 202-1169 Fax: (904) 202-2233	<input type="checkbox"/> <b>Baptist Medical Center South</b> 14550 St. Augustine Road, Jacksonville, FL 32258 Attn: HIM Phone: (904) 271-6040 Fax: (904) 271-6044
<input type="checkbox"/> <b>Baptist Medical Center Beaches</b> 1350 13th Avenue South, Jacksonville Beach, FL 32250 Attn: HIM Phone: (904) 627-2945 Fax: (904) 627-1824	<input type="checkbox"/> <b>Baptist Medical Center Nassau</b> 1250 South 18th Street, Fernandina Beach, FL 32034 Attn: HIM Phone: (904) 321-3602 Fax: (904) 321-3615
<input type="checkbox"/> <b>Other Facility:</b> _____ <b>Fax Number:</b> _____	
<b>Address:</b> _____ <b>City, State, Zip Code:</b> _____	

I hereby authorize the above-referenced entity to release the medical information about me indicated below to the following recipient:

<b>To Whom Information Will Be Provided</b>	
<b>Entity/Individual:</b> _____	<b>Address:</b> _____
<b>City, State, Zip Code:</b> _____	<b>Fax Number:</b> _____
<b>Email Address:</b> _____	<b>Telephone Number:</b> _____

*Send Records via Unencrypted Email. Please be advised that unencrypted communications are not secure and there is some level of risk that a third party could see or intercept your Protected Health Information (PHI) without your consent when receiving unencrypted electronic media or email. We are not responsible for any unauthorized access to your PHI or any risks (e.g., virus) potentially introduced to your computer/device when receiving PHI in unencrypted electronic format or email. By choosing delivery by unencrypted email, you acknowledge that you understand the risks explained above.*

<b>Patient Name:</b> _____	<b>Birth Date:</b> _____	<b>Medical Record Number:</b> _____
<b>Address:</b> _____	<b>City:</b> _____	<b>State:</b> _____ <b>Zip:</b> _____
		<b>Telephone Number:</b> _____

**Records Being Released:**

<input type="checkbox"/> Abstract (all asterisked items)	<input type="checkbox"/> Emergency Department Records*	<input type="checkbox"/> Cardiovascular Reports*	<input type="checkbox"/> Current Medications*
<input type="checkbox"/> History & Physical/Intake*	<input type="checkbox"/> Laboratory Results*	<input type="checkbox"/> Operative/Procedure Reports*	<input type="checkbox"/> Psychological Reports
<input type="checkbox"/> Consultation Records*	<input type="checkbox"/> Radiology Reports* (no Images)	<input type="checkbox"/> Immunizations/Allergies*	<input type="checkbox"/> Progress/Office Notes
<input type="checkbox"/> Discharge/Clinical Summary*	<input type="checkbox"/> Pathology Reports*	<input type="checkbox"/> Other: _____	

**Images Needed:**

<input type="checkbox"/> Radiology Images	<input type="checkbox"/> Ultrasound (Sonogram) Images	<input type="checkbox"/> CT Scan Images
<input type="checkbox"/> Magnetic Resonance Imaging (MRI) Images	<input type="checkbox"/> Nuclear Medicine Images	<input type="checkbox"/> Other: _____

**Dates of Service Needed:**

All  Last Visit Only  From: \_\_\_\_\_ To: \_\_\_\_\_

**Purpose of Release:**

<input type="checkbox"/> Continued Care*	<input type="checkbox"/> Personal	<input type="checkbox"/> Disability
<input type="checkbox"/> Research	<input type="checkbox"/> Insurance	<input type="checkbox"/> Department of Children's & Family Services (DCFS)
<input type="checkbox"/> Legal (Attorney)	<input type="checkbox"/> Other: _____	

\* If for continued care, records needed for doctor's appointment on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

I am aware that such records may contain information related to mental health, substance abuse (both alcohol and drug) and sexually transmitted diseases (including test results related to HIV/AIDS), and I specifically authorize the release of such information pursuant to this Authorization.

I understand that this Authorization will remain in effect for one (1) year, but I may revoke it at any time in writing. I further understand that any such revocation will not apply to any information already released under this Authorization. I understand that I am under no obligation to sign this Authorization, and that my ability to obtain treatment from Baptist Health or the above-referenced entity(s) will not depend in any way on whether I sign this Authorization. I understand that I have a right to receive a copy of this Authorization.

I understand that state and federal law may prohibit the Recipient from re-disclosing information provided pursuant to this Authorization, but that neither Baptist Health nor the above-referenced entity(s) has any control over the Recipient and cannot, therefore, guarantee that the Recipient will not re-disclose such information. I hereby release Baptist Health and the above-referenced entity(s) from any and all liability related to (i) their reliance upon this Authorization or (ii) the release of information pursuant to this Authorization.

Signature of Patient _____	Date _____	Time _____
----------------------------	------------	------------

If the patient is (i) a minor, the patient's parent or guardian should consent by signing below, or (ii) an adult but mentally or physically unable to consent for himself or herself, then the patient's guardian, legal representative, attorney-in-fact, surrogate or proxy should consent on the patient's behalf by signing below:

Signature of Representative _____	Date _____	Time _____	Telephone Number _____
-----------------------------------	------------	------------	------------------------

Name of Representative \_\_\_\_\_ Relationship to Patient \_\_\_\_\_

This information has been disclosed to you from records whose confidentiality is protected from disclosure by state and federal law. Federal Regulation (42 CFR Part 2) prohibits you from making any further disclosure of it without specific written authorization of the individual to whom it pertains, their authorization representative, or as otherwise permitted by law. A general authorization for release of medical or other information is NOT sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse client.



**AUTHORIZATION TO RELEASE  
MEDICAL INFORMATION AND  
RADIOLOGY IMAGES**



1940

PATIENT LABEL

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

**UMBRELLA (EXCESS) LIABILITY INSURANCE**

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, security firms, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – <b>Project Specific Form</b>	\$1,000,000
<b>OR</b>	
Each Occurrence/Annual Aggregate – <b>Non Project Specific Form</b>	\$2,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau

EXHIBIT C

Exposure Category H w. Professional

CM3635

County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.


**Certificate Of Completion**


Envelope Id: 46FF8AA841344E44BB5166491DB2E36C	Status: Completed
Subject: Contract No.: CM3635 Corporate Health, LLC dba PATH - \$49,725.00 Est - New Hire FF Physicals	
Source Envelope:	
Document Pages: 31	Signatures: 12
Certificate Pages: 6	Initials: 54
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Tina Keiter
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	tkeiter@nassaucountyfl.com
	IP Address: 50.238.237.26

**Record Tracking**


Status: Original	Holder: Tina Keiter	Location: DocuSign
3/8/2024 6:27:14 PM	tkeiter@nassaucountyfl.com	

**Signer Events**


Signer Events	Signature	Timestamp
Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 108.75.165.98 Signed using mobile	Sent: 3/8/2024 6:51:43 PM Viewed: 3/10/2024 9:12:48 AM Signed: 3/10/2024 9:12:57 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/10/2024 9:12:59 AM Viewed: 3/11/2024 10:50:21 AM Signed: 3/11/2024 10:51:35 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign






chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/11/2024 10:51:37 AM Viewed: 3/11/2024 10:54:42 AM Signed: 3/11/2024 10:55:09 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 3/11/2024 10:55:11 AM Viewed: 3/11/2024 11:14:30 AM Signed: 3/11/2024 11:14:40 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/11/2024 11:14:43 AM Viewed: 3/11/2024 11:22:21 AM Signed: 3/11/2024 11:22:34 AM</p>
<p>Cassie Bruce cassie.bruce@bmcjax.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/28/2024 11:53:28 AM ID: c7044cbb-20dd-4268-8ce1-92cede2570a8</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 162.204.147.166</p>	<p>Sent: 3/11/2024 11:22:36 AM Resent: 3/20/2024 11:39:33 AM Resent: 3/26/2024 3:09:39 PM Resent: 3/26/2024 3:09:54 PM Viewed: 3/28/2024 11:53:28 AM Signed: 3/28/2024 11:56:29 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/28/2024 11:56:32 AM Resent: 3/28/2024 3:05:36 PM Viewed: 4/2/2024 10:55:48 AM Signed: 4/2/2024 10:55:57 AM</p>
<p>Denise C May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 4/2/2024 10:56:03 AM Viewed: 4/2/2024 10:56:34 AM Signed: 4/2/2024 10:56:53 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 4/2/2024 10:56:57 AM Viewed: 4/2/2024 12:55:44 PM Signed: 4/2/2024 12:56:07 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Services BOCCCLerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/2/2024 12:56:13 PM Viewed: 4/2/2024 1:02:59 PM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/2/2024 12:56:13 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/8/2024 6:51:43 PM
Envelope Updated	Security Checked	3/26/2024 3:09:38 PM
Envelope Updated	Security Checked	3/28/2024 3:05:36 PM
Envelope Updated	Security Checked	3/28/2024 3:05:36 PM
Certified Delivered	Security Checked	4/2/2024 12:55:44 PM
Signing Complete	Security Checked	4/2/2024 12:56:07 PM
Completed	Security Checked	4/2/2024 12:56:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.