

CS-22-091

CONTRACT TRACKING NO. CM3298

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

GENERAL INFORMATION

Requesting Department: Human Resources

Contact Person: Laura Scott & Ashley Metz

Telephone: 904-530-6075 Fax: (904) 530-6075 Email: Lscott@nassaucountyfl.com or Ametz@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: The Bailey Group, an NFP Company

Address: 1200 Plantation Island Dr, Suite 210 St. Augustine FL 32080
City State Zip

Contractor's Administrator Name: Teresa Anderson Title: Sr. Account Executive, Benefits

Telephone: 904-417-9127 Fax: () Email: tanderson@mbaileygroup.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Mark Bailey

Authorized Signatory Email: mbailey@mbaileygroup.com

CONTRACT INFORMATION

Contract Name: The Bailey Group Business Associate Agreement

Description: HIPPA agreement with our Insurance Broker
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: 0.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: N/A

Authorized Signatory: Taco Pope, County Manager
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: Termination/Cancellation:

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Shirley Metz* 1/10/2023
 Department Head/Contract Manager Date
 2. *James Adams* 1/11/2023
 Procurement Date
 3. *Chris Lacombe* 1/10/2023 *TL* 1/10/2023
 Office of Mgmt & Budget Date
 4. *Denise C. May* 1/11/2023 *DJ* 1/11/2023
 County Attorney Date
- COUNTY MANAGER – FINAL SIGNATURE APPROVAL**
5. *Taco E. Poppy AICP* 1/12/2023
 County Manager Date

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), dated December 12, 2022 ("Effective Date") is entered into by and between Nassau County ("Covered Entity") and The Bailey Group, an NFP Company ("Business Associate") (each a "Party" and collectively the "Parties"). Business Associate shall also include the affiliate NFP Insurance Services, Inc. with respect to the provision of Technology Services.

Recitals

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the "HIPAA Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 ("HITECH"), enacted as part of the American Recovery and Reinvestment Act ("ARRA"); and

WHEREAS, Covered Entity has engaged Business Associate to perform services on its behalf pursuant to the Broker/Agent Agreement effective November 23, 2020;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

Article I Definitions

1.1.1 Catch-all definitions. The following terms used in this Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Regulations") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:

(i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or

- (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
- (iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the person/entity named above.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the entity names above.

(d) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. "HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(ii) relates to past, present, or future physical (or mental) health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:

(A) that identifies the individual; or

(B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Article 2

Obligations and Activities of Business Associate

- 2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the Agreement, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected

Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 C.F.R Part 14, subpart D, as well as any guidance issued by the Secretary of Health and Human Services that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.

- 2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 C.F.R. Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this Agreement, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 C.F.R. Section 164.316.

- 2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than fifteen (15) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this Agreement, a Breach shall be treated as discovered as of the first day that the Business Associate knows of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information.

- 2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.
- 2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 2.6 Access. Within fifteen (15) days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.
- 2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.
- 2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

- 2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.
- 2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:
- a. Date of disclosure;
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;
 - c. A brief description of the PHI disclosed; and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

- 2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

Article 3 Permitted Uses and Disclosures by Business Associate

- 3.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Article 4 Obligations of Covered Entity

- 4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- 4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

Article 5 Term and Termination

- 5.1 Term. The initial term of this Agreement shall begin on the Effective Date and continue for one year from the Effective Date. Thereafter this Agreement shall continue until either party provides the other thirty (30) days written notice to terminate or on the date either party terminates for cause as authorized in Section 5.2, whichever is sooner.
- 5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this Agreement;

(b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible as acknowledged by both parties; or

(c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain on that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form:

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(f) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Article 6 Miscellaneous

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the BAA Agreement

HIPAA Rules.

6.4 Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties. Notwithstanding the foregoing, all terms and conditions contained in the Broker/Agent Agreement between the parties effective November 23, 2020, are hereby ratified and affirmed by the parties and shall remain in full force and effect.

Business Associate

Covered Entity

The Bailey Group, an NFP Company
Accepted By: 
Print Name: Mark Bailey, Sr.
Title: President
Date: December 12, 2022

Entity Name: Nassau County BOCC
Accepted By: Taco E. Pope AICP
Print Name: Taco E. Pope, AICP
Title: County Manager
Date: 1/12/2023



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACO E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: The Bailey Group, an NFP Affiliate

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that The Bailey Group an NFP Affiliate (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of The Bailey Group an NFP Affiliate (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Handwritten signature of Mark F. Bailey

Print Name: MARK F. BAILEY

Date: Jan 6, 2023

STATE OF FLORIDA

COUNTY OF ST. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/6/23 (Date) by MARK F. BAILEY (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Handwritten signature of Anne M. Curtis

Notary Public

Anne M. Curtis

Printed Name

My Commission Expires: _____

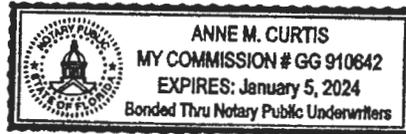


EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that The Bailey Group an NFP Affiliate (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

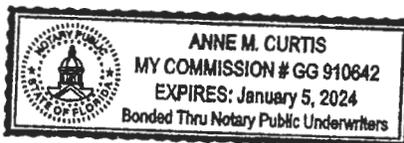
A true and correct copy of The Bailey Group an NFP Affiliate (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Mark F. Bailey
Print Name: MARK F. BAILEY
Date: Jan 6, 2023

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/6/23 (Date) by MARK F. BAILEY (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Anne M. Curtis
Notary Public
Anne M. Curtis
Printed Name
My Commission Expires: _____



My Company Profile

Company Information

Company Name

NFPCS (SE), Inc.

Company ID

706478

Employer Identification Number (EIN)

043754674

DUNS Number

NAICS Code

523

Subsector

Securities, Commodity Contracts, and Other Financial Investments and Related Activities

[Edit Company Information](#)

Doing Business As (DBA) Name

NFPCS (SE), Inc.

Enrollment Date

Aug 28, 2013

Unique Entity Identifier (UEI)

Total Number of Employees

100 to 499

Sector

Finance and Insurance

Employer Category

Employer Category

None of these categories apply

Certificate Of Completion

Envelope Id: 6DCE71927A9747D4A58FE204A3F50BA3	Status: Completed
Subject: Please DocuSign: CM3298 - The Bailey Group- Service HIPPA Agreement - No Cost	
Source Envelope:	
Document Pages: 16	Signatures: 5
Certificate Pages: 3	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Laura Scott
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	lscott@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Laura Scott	Location: DocuSign
1/10/2023 10:39:53 AM	lscott@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Ashley Metz Ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 1/10/2023 10:45:09 AM Viewed: 1/10/2023 11:08:37 AM Signed: 1/10/2023 11:08:46 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/10/2023 11:08:50 AM Viewed: 1/10/2023 2:28:49 PM Signed: 1/10/2023 2:29:53 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

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)		Sent: 1/10/2023 2:29:57 PM Viewed: 1/10/2023 2:40:07 PM Signed: 1/10/2023 2:40:12 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 1/10/2023 2:40:16 PM Viewed: 1/11/2023 10:47:02 AM Signed: 1/11/2023 11:16:27 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/11/2023 11:16:33 AM Viewed: 1/11/2023 3:23:06 PM Signed: 1/11/2023 3:23:11 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/11/2023 3:23:18 PM Viewed: 1/11/2023 3:30:10 PM Signed: 1/11/2023 3:30:51 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/11/2023 3:30:57 PM Viewed: 1/12/2023 8:30:27 AM Signed: 1/12/2023 8:30:34 AM</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
<p>Teresa Anderson tanderson@mbaileygroup.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/11/2023 3:23:16 PM</p>
<p>Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/12/2023 8:30:38 AM</p>
<p>Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/12/2023 8:30:41 AM</p>

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

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	1/10/2023 10:45:09 AM
Envelope Updated	Security Checked	1/10/2023 10:46:13 AM
Certified Delivered	Security Checked	1/12/2023 8:30:27 AM
Signing Complete	Security Checked	1/12/2023 8:30:34 AM
Completed	Security Checked	1/12/2023 8:30:41 AM

Payment Events	Status	Timestamps
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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACO E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: The Bailey Group, an NFP Affiliate

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that The Bailey Group an NFP Affiliate (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of The Bailey Group an NFP Affiliate (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Handwritten signature of Mark F. Bailey

Print Name: MARK F. BAILEY

Date: Jan 6, 2023

STATE OF FLORIDA

COUNTY OF ST. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/6/23 (Date) by MARK F. BAILEY (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Handwritten signature of Anne M. Curtis

Notary Public

Anne M. Curtis

Printed Name

My Commission Expires: _____

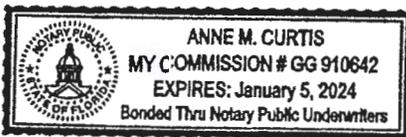


EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that The Bailey Group an NFP Affiliate (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of The Bailey Group an NFP Affiliate (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Mark F. Bailey

Print Name: MARK F. BAILEY

Date: Jan 6, 2023

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/6/23 (Date) by MARK F. BAILEY (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

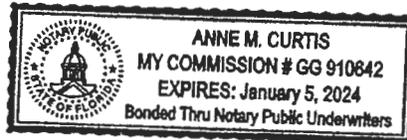
Anne M. Curtis

Notary Public

Anne M. Curtis

Printed Name

My Commission Expires: _____



My Company Profile

Company Information

Company Name

NFPCS (SE), Inc.

Company ID

706478

Employer Identification Number (EIN)

043754674

DUNS Number

NAICS Code

523

Subsector

Securities, Commodity Contracts, and Other Financial Investments and Related Activities

[Edit Company Information](#)

Doing Business As (DBA) Name

NFPCS (SE), Inc.

Enrollment Date

Aug 28, 2013

Unique Entity Identifier (UEI)

Total Number of Employees

100 to 499

Sector

Finance and Insurance

Employer Category

Employer Category

None of these categories apply

Certificate Of Completion

Envelope Id: 6DCE71927A9747D4A58FE204A3F50BA3
 Subject: Please DocuSign: CM3298 - The Bailey Group- Service HIPPA Agreement - No Cost
 Source Envelope:
 Document Pages: 16 Signatures: 5
 Certificate Pages: 3 Initials: 2
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Laura Scott
 lscott@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original
 1/10/2023 10:39:53 AM

Holder: Laura Scott
 lscott@nassaucountyfl.com

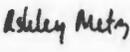
Location: DocuSign

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: 50.238.237.26

Sent: 1/10/2023 10:45:09 AM
 Viewed: 1/10/2023 11:08:37 AM
 Signed: 1/10/2023 11:08:46 AM

Electronic Record and Signature Disclosure:
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Tracy Poore
 tpore@nassaucountyfl.com
 OMB Admin
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

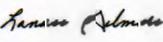
chris lacambra
 clacambra@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 1/10/2023 2:29:57 PM
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 Signed: 1/10/2023 2:40:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lanae Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 1/10/2023 2:40:16 PM
 Viewed: 1/11/2023 10:47:02 AM
 Signed: 1/11/2023 11:16:27 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/11/2023 11:16:33 AM Viewed: 1/11/2023 3:23:06 PM Signed: 1/11/2023 3:23:11 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/11/2023 3:23:18 PM Viewed: 1/11/2023 3:30:10 PM Signed: 1/11/2023 3:30:51 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 1/11/2023 3:30:57 PM Viewed: 1/12/2023 8:30:27 AM Signed: 1/12/2023 8:30:34 AM</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
<p>Teresa Anderson tanderson@mbaileygroup.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/11/2023 3:23:16 PM</p>
<p>Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/12/2023 8:30:38 AM</p>
<p>Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/12/2023 8:30:41 AM</p>

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

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	1/10/2023 10:45:09 AM
Envelope Updated	Security Checked	1/10/2023 10:46:13 AM
Certified Delivered	Security Checked	1/12/2023 8:30:27 AM
Signing Complete	Security Checked	1/12/2023 8:30:34 AM
Completed	Security Checked	1/12/2023 8:30:41 AM

Payment Events	Status	Timestamps
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