

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
MAY 6, 2014, 6:00 PM**

A regular meeting of the Camden County Board of County Commissioners was held at 6:00 p.m. on Tuesday, May 6, 2014, in the Board of County Commissioners' Meeting Chambers of the Government Services Building, Woodbine, Georgia.

Chairman Starline called the meeting to order at 6:00 p.m.

Solid Waste Director Lannie Brant delivered the invocation.

Chairman Starline led the Pledge of Allegiance.

Present: Chairman James H. Starline; Vice-Chairman Chuck Clark; Commissioner Willis R. Keene, Jr.; Commissioner Tony Sheppard; Commissioner Gary Blount; County Administrator Steve Howard; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

Agenda Amendments:

Addition of Executive Session - Litigation

Commissioner Keene made a motion, seconded by Commissioner Blount to adopt the agenda amendments as amended.

The motion carried unanimously

Motion to Adopt the Agenda:

Commissioner Keene made a motion, seconded by Commissioner Blount to adopt the agenda as amended.

The motion carried unanimously

Approval of Minutes

- April 15, 2014 regular meeting minutes

Commissioner Keene made a motion, seconded by Commissioner Blount to approve the April 15, 2014 regular meeting minutes.

The motion carried unanimously.

Presentations

- Proclamation recognizing the week of May 6-12 as National Nurses Week with the theme ***Delivering Quality and Innovation in Patient Care***

WHEREAS, the nearly 3.1 million registered nurses in the United States comprise our nation's largest health care profession, and

WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, and

WHEREAS, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care, and

WHEREAS, a renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources, and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients, and

WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technology, and the explosive growth of home health care services, and

WHEREAS, that more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community, and

WHEREAS, the cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future, and

*WHEREAS, along with the American Nurses Association, Southeast Georgia Health System has declared the week of May 6-12 as NATIONAL NURSES WEEK with the theme **Delivering Quality and Innovation in Patient Care** in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our health care system, and*

NOW, THEREFORE, BE IT RESOLVED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS that the members of this body ask that all residents of Camden County to join in honoring the registered nurses who care for all of us, as well as celebrate registered nursing's accomplishments and efforts to improve our health care system, and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

- Joint Proclamation designating Saturday, May 17, 2014 as Coast Guard Community Celebration Day.

A PROCLAMATION by the cities of Kingsland, St. Marys, and Woodbine; and the County of Camden, Georgia designating Saturday the 17th of May 2014 which is Armed Forces Day across our great nation, as COAST GUARD COMMUNITY CELEBRATION Day in all of Camden County.

WHEREAS, today we rise in observance of the recognition our greater Camden County Community has received from the Commandant of the United States Coast Guard and the Congress of the United States, with the designation as the first 'Coast Guard Community' in the nation as part of the Coast Guard Cities Program; and

WHEREAS, Camden County has an exceptionally supportive relationship with all the military services based in and around Kings Bay Naval Submarine Base; and where we live in freedom thanks to the contributions and sacrifices made by the extraordinary men and women of our armed forces, as well as their families, who serve our nation in times of peace, war and national peril; and

WHEREAS, with the commissioning of the Maritime Safety and Security Team Kings Bay (MSST 91108) in August of 2003, the commissioning of the Maritime Force Protection Unit Kings Bay (MFPU) in July 2007, and the commissioning of the cutters USCGC SEA DRAGON (WPB 87367) in January 2008 and USCGC SEA DOG (WPB 87373) in July 2009, the Coast Guard presence in Camden County has dramatically increased; and

WHEREAS, the citizens of our county have embraced with great eagerness and affection the members of Coast Guard and their families who during their tours of duty here are fortunate to call Camden County home for a short time during their careers; and

WHEREAS, we encourage all of our citizens to pause on this day, to give thanks and to celebrate collectively this remarkable milestone in the history of our area, and what it represents to us as a community together as one in support of our military; and

WHEREAS, we are grateful for the opportunity to enthusiastically display the respect and appreciation we hold in our hearts for our United States Coast Guard in Camden County;

*NOW, THEREFORE, we do hereby jointly and proudly proclaim **Saturday, the 17th day of May 2014** to be: **COAST GUARD COMMUNITY CELEBRATION DAY***

Commissioner Blount made a motion, seconded by Commissioner Clark to approve the proclamations as submitted and incorporate said proclamations into the official record of Camden County, Georgia.

The motion carried unanimously.

Public Comments

No comments were offered during this time.

Old Business

1. **Special Exception Variance – ZV-2014-2 Matt Jordan representing RLF Kingsland Properties, LLC**, is requesting variances from UDC Sec. 1303.(b)(5) Public Street Frontage, to allow a 2 lot Minor Subdivision “Ten-lot Split”, and a recombination of *RLF Kingsland Estate Subdivision* Lots # 12 & 16, as proposed. RLF Kingsland Estate Subdivision Lots # 12 & 16 are shown on Tax Map 070C Parcels 012 and 016, Zoned A-F (General agricultural – forestry district), with the Future Land Use Map shown as “Residential”.

Commissioner Sheppard made a motion, seconded by Commissioner Keene to adopt the Findings of Fact and to approve the Variance request for the single curb-cut onto the Colerain Road to serve Lot *TR. “A”* as shown, and the Variances requested from all Secs. listed in UDC Excerpts 2), to allow Lot *TR. “B”* to have unpaved private road driveway access, based upon the warrants to grant a SEV found in UDC Sec. 1303 c. being met for the variance(s) requested.

So voted to approve this request:

Chairman Starline – No

Vice-Chairman Clark – yes

Commissioner Keene – yes

Commissioner Sheppard – yes

Commissioner Blount – yes

Chairman Starline stated that he will not vote in favor of this item due to the additional driveways along this roadway posing safety issues, as well as this being a detriment to the UDC intent and he explained that there are other ways to develop this subdivision with access roads. He stated that he believes this whole item is to avoid paving roads.

Commissioner Blount asked where the traffic will go if the variance is unapproved.

Mr. Peterson explained the traffic will be diverted to access roads.

Commissioner Starline added that there is also the issue of school bus stops.

Commissioner Keene stated that the curb cuts are already approved and whether you pave the roads or not those lots already face a paved road. He added that even if the board approves this item they will still need final approval from the Georgia Department of Transportation. He stated that he will vote to approve this item after further consideration from the last meeting.

Vice-Chairman Clark addressed Terrell Brazell and explained that if a Final Plat had been submitted this would not be an issue at this time. He urged Mr. Brazell to remember final plat in the future.

Commissioner Blount asked who cast the descending vote regarding this item during the Planning Commission meeting.

Mr. Peterson stated that Planning Commission member Peter Magoon cast the descending vote regarding this item.

The motion carried 4-1 to approve this item. Chairman Starline voted against the approval.

2. **Special Exception Variance – ZV-2014-3 – Matt Jordan representing RLF Kingsland Properties, LLC**, is requesting variances from UDC Sec. 1303. (b) (5) Public Street Frontage, to allow a 4 lot Minor Subdivision "Ten-lot Split", and a recombination of RLF Kingsland Estate Subdivision Lots # 3 & 6 into 2 smaller Estate Subdivision lots as proposed. *RLF Kingsland Estate Subdivision Lots # 3 & 6* are shown on Tax Map 070C Parcels 003 and 006, Zoned A-F (General agricultural – forestry district), with the Future Land Use Map shown as "Residential".

Commissioner Sheppard made a motion, seconded by Commissioner Keene to adopt the Findings of Fact and to approve the Variance request from UDC Sec. 1007 (a) to allow a Common curb-cut onto the Colerain Road to serve Lots *TR "B"* & *TR "C"* as shown, and the Variances requested from UDC Secs. listed in UDC Excerpts 2), to allow Lot *TR "A"* to have unpaved private road driveway access, based upon the warrants to grant a SEV found in UDC Sec. 1303 c. being met for the variances requested.

Chairman Starline stated that he will not vote in favor of this item due to the additional driveways along this roadway posing safety issues, as well as this being a detriment to the UDC intent and he explained that there are other ways to develop this subdivision with access roads. He stated that he believes this whole item is to avoid paving roads.

So voted to approve this request:

Chairman Starline – No

Vice-Chairman Clark – yes

Commissioner Keene – yes

Commissioner Sheppard – yes

Commissioner Blount – yes

The motion carried 4-1 to approve this item. Chairman Starline voted against the approval.

3. **Special Exception Variance – ZV-2014-4 – Matt Jordan, representing RLF Kingsland Properties, LLC**, is requesting a variance from UDC Sec. 1303. (b) (5) Public Street Frontage, to allow a 6 lot Minor Subdivision “Ten-lot Split” of *RLF Kingsland Estate Subdivision* of Lot #1, as proposed. *RLF Kingsland Estate Subdivision Lot # 1* is shown on Tax Map 070C Parcels 001, Zoned A-F (General agricultural – forestry district), with the Future Land Use Map shown as Residential”.

Commissioner Sheppard made a motion, seconded by Commissioner Keene to adopt the Findings of Fact and to approve the request for a Variance from UDC Secs. listed in UDC Excerpts 2), to allow Lot *TR “F”* to have unpaved private road driveway access, based upon the warrants to grant a SEV found in UDC Sec. 1303 c. being met for the variances requested.

Chairman Starline stated that he will not vote in favor of this item due to the additional driveways along this roadway posing safety issues, as well as this being a detriment to the UDC intent and he explained that there are other ways to develop this subdivision with access roads. He stated that he believes this whole item is to avoid paving roads.

So voted to approve this request:

Chairman Starline – No

Vice-Chairman Clark – yes

Commissioner Keene – yes

Commissioner Sheppard – yes

Commissioner Blount – yes

The motion carried 4-1 to approve this item. Chairman Starline voted against the approval.

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to adjourn the regular meeting and reconvene the public hearing at 6:23 PM.

The motion carried unanimously.

Chairman Starline reconvened the public hearing at 6:23 PM.

Public Hearing

- Introduction of regular agenda item 4 by Planning & Development Director John Peterson and receive public comments regarding the Capital Improvements Element.

Planning & Development Director John Peterson presented the following PowerPoint presentation to the board:

Resolution: To adopt the Capital Improvement Element (CIE) Transmittal Resolution, and forward the Annual Impact Fee Report and 2014 Short Term Work Program to the CRC and DCA for review and comment. No changes have been made to the project descriptions, or to the costs of the projects in the Short

Term Work Program. After the Public Hearing and Resolution adoption, the Draft STWP, Financial Report and Resolution will be forwarded to the Coastal Regional Commission (CRC) for them to certify that the CIE is complete, forwarding to DCA, and for a regional Public Hearing to be held. The County will then be notified by the Georgia Department of Community Affairs after a 60 day review period has passed; that the document submitted "adequately addresses applicable requirements" and the Camden County Board of Commissioners may then adopt the Draft report as a Final 2014 STWP to the Camden County Comprehensive Plan.

Impact Fees Collected through 6-30-13

2008 CIE Impact Fees: \$ 16,184.02 (6 mos.)
2009 CIE Impact Fees: \$ 49,014.51 (12 mos.)
2011 CIE Impact Fees: \$ 55,004.66
2012 CIE Impact Fees: \$ 14,736.25
2013 CIE Impact Fees: \$ 11,929.75

Accrued Interest FY 2013 \$ 140.48
End Balance of FY 2013 \$ 149,856.81

RECOMMENDED MOTION: Motion to adopt the Capital Improvement Element Transmittal Resolution, and forward the Annual Impact Fee Report and 2014 Short Term Work Program to the CRC and DCA for review and comment.

Public Hearing Comments -

No comments were offered during this time.

Vice-Chairman Clark made a motion, seconded by Commissioner Keene to adjourn the public hearing and reconvene the public hearing at 6:27 PM.

The motion carried unanimously.

Chairman Starline reconvened the regular meeting at 6:27 PM.

Regular Meeting

4. Adoption of 2014 CIE Transmittal Resolution, Fiscal Year 2012-2013 Financial Report, and 2014 Short Term Work Program

Commissioner Blount made a motion, seconded by Commissioner Keene to adopt the Draft Capital Improvement Element 2014 Annual Update and to approve the Transmittal Resolution to be forwarded by staff to the CRC and DCA for review and comment.

The motion carried unanimously.

- Amend the 2014 Meeting Calendar to change the second meeting date in May due to scheduling conflicts, (*May 27th*)

Commissioner Keene made a motion, seconded by Commissioner Blount to amend the 2014 Meeting Calendar to change the second meeting date in May due to scheduling conflicts, the new meeting date will be held on May 27th.

The motion carried unanimously.

- Consideration of approval of Chairman to execute tax release applications

Vice-Chairman Clark made a motion, seconded by Commissioner Sheppard to approve the Chairman to execute tax release applications.

The motion carried unanimously.

NAME	DIGEST YEAR	AMOUNT	REASON
<i>Amanda Brooks</i>	<i>2014</i>	<i>\$10.00</i>	<i>MH sold moved to Hazelhurst</i>
<i>Louella & Roger Curey</i>	<i>2014</i>	<i>\$10.00</i>	<i>MH cancelled to real property</i>
<i>Charles & Denise VanHaels</i>	<i>2014</i>	<i>\$183.42</i>	<i>MH doubled on digest</i>
<i>Chase Home Finance, LLC</i>	<i>2014</i>	<i>\$264.89</i>	<i>MH doubled on digest</i>
<i>Sylvester Rudolph</i>	<i>2014</i>	<i>\$171.69</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2013</i>	<i>\$175.50</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2012</i>	<i>\$178.19</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2011</i>	<i>\$170.62</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2010</i>	<i>\$169.93</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2009</i>	<i>\$189.03</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2008</i>	<i>\$206.83</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2007</i>	<i>\$179.83</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2006</i>	<i>\$196.37</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2005</i>	<i>\$214.37</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2004</i>	<i>\$251.04</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2003</i>	<i>\$293.33</i>	<i>MH no longer on this parcel</i>
<i>Sylvester Rudolph</i>	<i>2002</i>	<i>\$302.27</i>	<i>MH no longer on this parcel</i>
<i>Dorothy Tucker</i>	<i>2014</i>	<i>\$98.65</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2013</i>	<i>\$104.05</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2012</i>	<i>\$102.62</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2011</i>	<i>\$134.36</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2010</i>	<i>\$137.80</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2009</i>	<i>\$152.85</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2008</i>	<i>\$169.39</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2007</i>	<i>\$169.39</i>	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	<i>2006</i>	<i>\$175.78</i>	<i>MH demolished per field review</i>

<i>Dorothy Tucker</i>	2005	\$181.93	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	2004	\$198.21	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	2003	\$214.46	<i>MH demolished per field review</i>
<i>Dorothy Tucker</i>	2002	\$167.09	<i>MH demolished per field review</i>
<i>Richard Miller</i>	2001	\$22.94	<i>MH demolished per field review</i>
<i>Richard Miller</i>	2000	\$24.71	<i>MH demolished per field review</i>
<i>Richard Miller</i>	1999	\$22.30	<i>MH demolished per field review</i>
<i>Glenn Vincent</i>	2014	\$75.85	<i>MH torn down, scrapped in 2012</i>
<i>Glenn Vincent</i>	2013	\$75.97	<i>MH torn down, scrapped in 2012</i>
<i>Willis Lewis</i>	2009	\$10.00	<i>MH not located on this property</i>
<i>Willis Lewis</i>	2010	\$10.00	<i>MH not located on this property</i>
<i>Willis Lewis</i>	2011	\$10.00	<i>MH not located on this property</i>
<i>Willis Lewis</i>	2012	\$10.00	<i>MH not located on this property</i>
<i>Willis Lewis</i>	2013	\$10.00	<i>MH not located on this property</i>
<i>Willis Lewis</i>	2014	\$10.00	<i>MH not located on this property</i>
<i>Dallas Horace</i>	2014	\$319.40	<i>MH repoed, moved to Valdosta in 2013</i>
<i>Nathan & Lora Carter</i>	2014	\$67.62	<i>MH cancelled to real property</i>
<i>Daniel & Betty Strickland</i>	2007	\$16.56	<i>MH torn down for scrap metal</i>
<i>Daniel & Betty Strickland</i>	2008	\$16.56	<i>MH torn down for scrap metal</i>
<i>Daniel & Betty Strickland</i>	2009	\$36.99	<i>MH torn down for scrap metal</i>
<i>Harrell Claborn, Jr.</i>	2010	\$33.66	<i>MH torn down for scrap metal</i>
<i>Harrell Claborn, Jr.</i>	2011	\$32.69	<i>MH torn down for scrap metal</i>
<i>Harrell Claborn, Jr.</i>	2012	\$33.22	<i>MH torn down for scrap metal</i>
<i>Harrell Claborn, Jr.</i>	2013	\$33.63	<i>MH torn down for scrap metal</i>
<i>Sonia Williams</i>	2006	\$260.36	<i>Statute of limitations</i>
<i>Sonia Williams</i>	2005	\$273.25	<i>Statute of limitations</i>
<i>Sonia Williams</i>	2004	\$309.11	<i>Statute of limitations</i>
<i>Sonia Williams</i>	2003	\$350.05	<i>Statute of limitations</i>
<i>Sonia Williams</i>	2002	\$365.33	<i>Statute of limitations</i>
<i>Linda Vanhorn</i>	2010	\$86.56	<i>Boat was sold</i>
<i>Linda Vanhorn</i>	2009	\$85.76	<i>Boat was sold</i>
<i>Linda Vanhorn</i>	2008	\$14.92	<i>Boat was sold</i>
<i>Deerwood Village at the Bluff</i>	2007	\$259.20	<i>Parcel of land replatted</i>
<i>Deerwood Village at the Bluff</i>	2007	\$151.07	<i>Parcel of land replatted</i>
TOTAL		\$8,201.60	

MH = Mobile Home

7. Approval to award contract for road resurfacing project (*Kinlaw Road & Powderhorn Road*)

Commissioner Blount made a motion, seconded by Commissioner Keene to award the contract for the road resurfacing project for Kinlaw Road & Powderhorn Road to Kudzue 3 Trucking, Inc., dba Blackjack Asphalt, in the amount of \$420,128.31.

The motion carried unanimously.

8. Approval of Surplus Item List

Commissioner Keene made a motion, seconded by Commissioner Blount to approve the surplus item list as presented.

The motion carried unanimously.

<i>Asset #</i>	<i>Description</i>	<i>Status</i>
1862	1994 Ford F150	Salvage for parts only
1743	2000 International Dump Truck	Trade in
N/A	Flat file cabinet	No longer needed

9. Approval of Fiscal Year 2014 Capital Improvement purchases

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to approve the Fiscal Year 2014 Capital Improvement purchases in the amount of \$262,600.00 for the Information Technology Department, Public Works and Sheriff's Office.

The motion carried unanimously.

10. Approval of Fiscal Year 2015 Extension Office Salary contract

Commissioner Blount made a motion, seconded by Vice-Chairman Clark to approve the Fiscal Year 2015 Extension Office Salary contract.

The motion carried unanimously.

July 1, 2014 – June 30, 2015

Personnel: Jessica Warren

51110 Monthly Payroll (annual salary)	\$12,360
51940 FICA OASDI (Soc. Sec) 6.2%	\$ 766
51942 FICA-HI (Medicare) 1.45%	\$ 179
51971 ORP Retirement 9.24%	<u>\$ 1,142</u>
*Total Salary & Benefit	\$14,447

Account 26-31-GE354-004 pays for hospital and life for this account.

*The University of Georgia will bill the county monthly for the actual **salary, ORP Retirement and Social Security/Medicare cost ONLY** for one County Extension Agent. County request a final invoice in 30 days after end date. The Southeast District Extension Director will be allowed to rebudget funds without prior written approval from Camden County as long as such rebudgeting does not result in an increase in the compensation authorized in this year's budget.

Bill to the following name and address:

Name Camden County Board of Commissioners, Accounts Payable
Address P.O. Box 99
City, GA Zip Woodbine, Georgia 31569

Telephone Number: (912) 576-7125

Fax Number: (912) 576-1866

Name of Contact: Nancy Gonzalez, Asst. Finance Director

Email Address: nagonzalez@co.camden.ga.us

11. Approval of Employee Assistance Program (EAP) Agreement for Living Well Onsite Wellness Clinic

Commissioner Blount made a motion, seconded by Vice-Chairman Clark to approve the Employee Assistance Program (EAP) Agreement for Living Well Onsite Wellness Clinic.

The motion carried unanimously.

**EAP SERVICES AGREEMENT FOR
LIVING WELL ONSITE WELLNESS CLINIC**

This **EAP SERVICES AGREEMENT** (this "Agreement") is entered into as of July 1, 2014 (the "Effective Date"), by and between Bensinger, DuPont and Associates ("BDA") and Camden County Board of Commissioners Living Well Onsite Clinic ("Clinic").

WHEREAS, BDA is an employee assistance services provider that contracts with entities to provide employee assistance program ("EAP") services to individuals and their immediate family members affiliated with such entities;

WHEREAS, BDA contracts with qualified service providers to provide professional services in connection with the delivery of EAP services; and

WHEREAS, Clinic wishes to contract with BDA to provide EAP services to certain employees, and such employees' eligible family members, of Clinic EAP consortium members, and BDA desires to provide such services, as further described herein.

NOW THEREFORE, in consideration of the premises and the terms and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BDA and Clinic hereby agree as follows:

1. CLINIC EAP CONSORTIUM MEMBERS.

1.1 BDA will provide the EAP Services (as defined in Section 2.1 hereof) to Camden County Board of Commissioner Employees and eligible family members and Consortium members: City of St Marys, Georgia employees and eligible family members and Camden County PSA Leisure Services; employees and eligible family members and the City of Kingsland, Kingsland, Georgia employees and eligible family members (collectively, the Consortium Members) Clinic shall cause each Consortium Member to execute the Consortium Member Addendum attached hereto which, once executed, shall be incorporated herein by this reference. It is understood and agreed by the parties that execution of the Consortium Member Addendum by a Consortium Member is a condition precedent to such Consortium Member receiving the EAP Services (as defined in Section 2.1 hereof). Election by a Consortium Member to terminate its Consortium Member Addendum shall not affect the validity or enforceability of this Agreement or of any Consortium Member Addendum signed by another Consortium Member.

1.2 Additional members may be added to Clinic's EAP consortium for the receipt of EAP Services (as defined in Section 3.1 hereof), provided that (a) the parties agree to same by written amendment to this Agreement, and (b) each such additional consortium member first executes a Consortium Member Addendum.

2. SERVICES PROVIDED TO COVERED PERSONS.

2.1 EAP Services. During the term of this agreement, BDA, by or through its contracted providers, shall provide the EAP services described in Appendix A (the "EAP Services") to Covered Persons (as defined in Section 2.2 hereof).

- 2.2 Covered Persons.** The term “Covered Persons” as used in this Agreement shall mean, with respect to each Consortium Member, full-time or part-time employees identified by such Consortium Member as eligible for EAP Services and their immediate family members, including spouse, minor child or family member residing in the eligible employee’s household.
- 2.3 Personal Problem Assistance.** BDA, by or through its contracted providers, shall provide information, assessment, referral, and short-term problem resolution services to Covered Persons. Personal problem assistance may include, but is not limited to, the following: marital discord, adjustment to divorce, substance abuse, domestic abuse, emotional strains, addictive behavior, psychological disorders, behavioral problems with children or adolescents, life and career transitions, family stresses, financial difficulties, interpersonal problems at work and other issues that affect job performance and general well-being.
- 2.4 Availability.** BDA shall maintain a 24-hour toll-free access line for Covered Persons. BDA shall provide the caller with telephone consultation from a professional BDA master’s degreed counselor. Appointments shall be scheduled as soon as possible in crisis situations and within two (2) working days of the initial telephone contact for non-crisis situations; however, the foregoing shall be dependent upon and at all times subject to Clinic’s ability to provide access to its facility where the EAP Services are to be performed by BDA.
- 2.5 Referrals.** BDA shall work with Covered Persons to develop an accurate and mutual perception of the problem subject to the services described in Appendix A. If the Covered Person is in need of specialized care not available within the EAP or if it reasonably appears that treatment of the problem will require services or treatment beyond the number of EAP sessions agreed upon in this Agreement, then BDA shall refer the Covered Person to a therapist, counselor, program, or facility able to provide the necessary services. If a referral is indicated, then BDA shall assist the Covered Person in locating the most appropriate and cost-effective resource for treatment. BDA shall use its best efforts to make referrals to preferred providers when such a referral is available and appropriate. The final decision concerning the preferred course of action shall remain with the Covered Person.
- 2.6 EAP In-Person Sessions.**
- 2.6.1** BDA shall provide in-person sessions subject to the services described in Appendix A to each Covered Person for each incident. All contacts related to the initial presenting problem shall be considered a single incident. BDA, at its sole discretion, shall determine whether problems relate to a prior incident or represent a new incident for which additional services are available. At its discretion, BDA may provide additional services to a Covered Person as necessary to stabilize a situation until an appropriate referral can be made. BDA shall address crisis situations and facilitate appropriate referrals if indicated. For purposes of this Agreement, crisis shall mean any interaction that may be conceived to be life threatening.
- 2.6.2** Individual in-person sessions are available for family members sixteen years of age and older. Individual and group sessions for family members under sixteen years of age will be referred to appropriate specialists using health insurance benefits or community referrals.
- 2.7 Run-off Services.** BDA will provide in-person sessions for thirty (30) days following the termination or expiration of this Agreement to Covered Persons with open routine cases as of the termination or expiration date, so long as in-person sessions remain available and clinically appropriate. Any open management referrals to the EAP will be transitioned to a successor vendor or provider as directed by Clinic on a case-by-case basis.
- 2.8 Participant Coverage.** Covered Persons are eligible to receive EAP Services on the first day of employment with a Consortium Member on or after the Effective Date. Eligibility for services terminates on the last day of employment.
- 3. DUTIES AND RESPONSIBILITIES OF CLINIC.**
- 3.1 Contact Person.** Clinic shall designate a contact person within its organization to communicate with and assist BDA concerning implementation of the EAP. The designated contact person shall have sufficient authority and decision-making power with respect to the EAP.

- 3.2 Complaints.** Clinic agrees to inform BDA of complaints by Covered Persons related to the provision of the EAP Services. Clinic shall notify BDA of complaints in a timely manner and provide BDA with sufficient information to address each matter.
- 4. COMPLIANCE WITH APPLICABLE LAWS.** BDA and Clinic agree to comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice in connection with their obligations under this Agreement, including without limitation, applicable privacy and security laws, and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a violation by the other party of the same.
- 5. COMPENSATION.**
- 5.1 Compensation.** For services rendered under this Agreement, Clinic, and not each Consortium Member, shall compensate BDA as set forth in Appendix B. It shall be the exclusive responsibility of Clinic to bill and collect payment from each Consortium Member. Clinic shall not be excused from timely making payments to BDA for failure by any Consortium Member to remit payment to Clinic.
- 5.2 Invoice.** BDA shall invoice Clinic monthly in advance for all EAP Services rendered each month. Clinic shall pay all invoices received from BDA within thirty (30) days of invoice date, without setoff, reduction, or deduction.
- 5.3 Billing Covered Persons.** Unless otherwise agreed to by BDA and Clinic, BDA agrees that it will not bill, charge, collect from, seek compensation or reimbursement from, or have any recourse against a Covered Person for EAP Services for which BDA is compensated under this Agreement.
- 6. TERM AND TERMINATION.**
- 6.1 Term.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of one (1) year. **THEREAFTER, THIS AGREEMENT SHALL RENEW FOR SUCCESSIVE ONE-YEAR PERIODS ONCE APPROVED BY BOTH PARTIES UNLESS TERMINATED PURSUANT TO SECTION 5.2 HEREOF.**
- 6.2 Termination.** Either party may terminate this Agreement without cause by delivering written notice to the other party within ninety (90) days of the expiration of the initial term or any renewal term. Either party may terminate this Agreement with cause by providing at least ninety (90) days' prior written notice to the other party. Any termination of this Agreement shall be without prejudice to any other right or remedy to which the terminating party shall be entitled, either at law or in equity, under this Agreement or otherwise.
- 6.3 Effect of Termination.**
- 6.3.1** Immediately upon termination of this Agreement, Clinic shall notify, or shall cause each Consortium Member to notify, all Covered Persons of such termination.
- 6.3.2** BDA shall cooperate with Clinic in transitioning the care and management of Covered Persons in treatment on the date of termination of this Agreement. The parties agree that BDA is the owner of all EAP records developed and maintained by BDA pursuant to this Agreement and that transfer of any records shall be in accordance with federal and state confidentiality laws. BDA shall be permitted to maintain the original of any EAP record.
- 7. CONFIDENTIALITY.**
- 7.1 Confidentiality of Records.** BDA shall at all times during the term of this Agreement maintain usual and customary books, records, and documents, including electronic records that relate to the EAP and the Covered Persons that BDA has prepared or that BDA has otherwise come into possession. BDA shall maintain the confidentiality of EAP treatment records and other information concerning Covered Persons in accordance with applicable federal and state confidentiality laws, rules, and regulations. Upon reasonable notice, BDA will provide a Consortium Member access to such information as it relates to Covered Persons of such

Consortium Member, provided that (1) the Consortium Member provides BDA with a prior written request for access identifying with specificity which records it seeks to access and the purpose for same, (2) access to such records complies with all applicable federal and state laws, rules, and regulations, including but not limited to, confidentiality laws, and (3) proper written authorization for release is obtained from the Covered Person to whom the records concern. Alternatively, BDA will provide a Consortium Member access to such information, so long as any confidential information is redacted.

7.2 Confidentiality of Proprietary Information. Each party agrees to keep confidential all confidential information of the other party and to comply in all respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II, Subtitle F, of the Health Insurance Portability and Accountability Act (Public Law 104-191) and the HITECH Act (Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5), to the extent applicable and as each of the same may be amended from time to time. In addition, to the extent BDA is considered a "covered entity" under applicable federal privacy laws, the parties agree to execute a Business Associate Agreement. This Section will survive termination or expiration of this Agreement.

8. INSURANCE; INDEMNIFICATION; LIABILITY.

~~**8.1 Indemnification.** Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns against any and all claims, demands, damages, interest or penalties arising out of the breach of this Agreement or by the negligence or intentional misconduct of the indemnifying party and/or its present or former employees, agents, or contractors, or any of its future employees, agents, or contractors hired, appointed, or contracted with, as the case may be, during the term or any renewal term. The obligations set forth in this Section shall survive termination or expiration of this Agreement. Clinic must notify BDA within 90 days after receiving notice of an occurrence, claim or lawsuit of its intention to seek indemnification from BDA. If Clinic does not provide BDA with notice within 90 days of a purported claim or litigation seeking damages from BDA, the indemnity obligation under this Agreement will not be guaranteed.~~

~~**8.2 Insurance.** Each party shall maintain at all times during the term or any renewal term of this Agreement, at each party's sole expense, professional and general liability insurance coverage with an insurance carrier acceptable to the other party, in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) for each occurrence.~~

~~**8.13 Limitation of Liability.** Neither party nor any of its affiliates shall be liable to the other party or any of its affiliates for any indirect, incidental, special, exemplary, consequential, or punitive damages. The obligations set forth in this Section shall survive termination or expiration of this Agreement.~~

9. MISCELLANEOUS.

9.1 Independent Contractor Status. This Agreement shall not be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The parties shall be independent contractors and neither of them shall be construed to be the agent, partner, employer, employee, joint venturer, or representative of the other. The parties agree that neither party shall have the express or implied right nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party except as otherwise expressly provided in this Agreement. This Section shall survive termination or expiration of this Agreement.

9.2 Notice. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by first-class mail, to the following addresses of the parties:

If to BDA: Bensinger, DuPont and Associates

Attention: Marie Apke
134 North LaSalle Street
Suite 2200
Chicago, Illinois 60602

If to Clinic: Office of the County Administrator Living Well Onsite Clinic
Attention: Steve Howard Dawn Vivenzio
200 East 4th Street 701 Charles Gilman Jr. Avenue, Ste. B
Woodbine Kingsland, GA 3156948

- 9.3 Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.
- 9.4 Assignment.** The parties expressly agree that this Agreement may not be assigned except with the prior written consent of the other party.
- 9.5 Severability.** The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be deemed severed from the other sections or provisions of this Agreement.
- 9.6 Work Product.** The parties agree that any training materials, audit tools or other materials developed or published under this Agreement, and all intermediate or partial versions thereof, as well as all documentation, records, forms, reports, and software created in connection therewith, and the copyright, patent, trademark, trade secret and all other proprietary rights associated therewith, and any derivative works created from same, shall be the sole and exclusive property of BDA. This Section shall survive termination or expiration of this Agreement.
- 9.7 Non-Solicitation.** Unless otherwise agreed to by BDA, during the term and any renewal term of this Agreement, and for a period of one (1) year following termination or expiration of this Agreement, Clinic shall not, without the prior consent of BDA, directly or indirectly, as an employee, contractor, consultant, advisor or member of any partnership, corporation or other entity, solicit, engage or employ any employee or contractor of BDA who provides or provided services pursuant to this Agreement. Clinic agrees that any violation of this Agreement would irreparably damage BDA. Clinic further agrees that the restrictions imposed hereunder are just, equitable and reasonable and that BDA may pursue any and all legal and equitable remedies available to BDA to address any violations of these conditions. The provisions of this Section shall survive termination or expiration of this Agreement.
- 9.8 Waiver.** No delay or failure to exercise any right under this Agreement by either party shall operate as a waiver of such right or of any other rights under this Agreement. A waiver on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.
- 9.9 Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia ~~Illinois~~.
- 9.10 Entire Agreement.** This Agreement, including any exhibits, attachments, or appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all exhibits, attachments, and appendices attached hereto are hereby expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties have signed this **EAP SERVICES AGREEMENT** as of the day and year first written above.

APPENDIX A

EMPLOYEE ASSISTANCE PROGRAM SERVICES

1. **Account Management.** *Clinic will be assigned an account manager who will serve as the Clinic's contact person.*
2. **Program Consultation.** *BDA shall provide consulting services to each Consortium Member regarding the development, communication, and implementation of the EAP and shall assist each Consortium Member in developing relevant personnel policies.*
3. **Telephone Services.** *BDA will maintain a toll-free telephone access line for Covered Persons to access EAP services.*
4. **In-Person Sessions.** *Each Covered Person may receive a maximum of six (6) short-term problem resolution sessions per presenting problem if such problem is determined to be resolvable within the above number of sessions.*
5. **Management Consultation and Referral.** *BDA shall provide consultation to each Consortium Member concerning referrals due to work performance or conduct at work.*
6. **Follow-up.** *BDA counselors will provide EAP follow-up for all cases, with particular emphasis on alcohol and drug cases.*
7. **Reports.** *BDA shall provide quarterly utilization reports to Clinic and annual utilization reports to each Consortium Member summarizing EAP services used. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons.*
8. **Online EAP Resources.** *BDA shall provide all Covered Persons with access to its website that contains a package of interactive EAP-related articles, programs and tools.*
9. **Program Communications.** *BDA will make available standard EAP materials to increase manager and employee EAP awareness and promote the EAP. Promotional materials will drop shipped to Clinic's facility or an alternative site designated by Clinic for distribution to Consortium Members and their Covered Persons. Additional EAP materials will be provided at an additional fee. Standard implementation materials include:*
 - A. *Brochures and wallet cards in a quantity equal to 105% of the number of eligible employees for distribution at implementation and an additional 5% to allow for employee turnover on an annual basis.*
 - B. *Posters for display at worksites in a quantity up to 5% of the number of eligible employees.*
 - C. *Quarterly electronic EAP Newsletters emailed to Clinic contact for distribution to Consortium Members.*
10. **Legal Services.** *If deemed appropriate by the BDA Counselor, Covered Persons will receive access to a network of attorneys for a 30-minute telephone or in-person legal consultation. If additional legal services are requested, they are available at a discounted rate. The decision whether or not to utilize a legal resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. BDA Counselors shall not provide legal consultative services for adversarial matters against Clinic or a Consortium Member. Neither BDA nor Clinic is responsible or liable for care or advice rendered by any referral resources.*
11. **Financial Services.** *If deemed appropriate by the BDA Counselor, Covered Persons will receive access to telephonic financial consultation regarding debt management and related issues.*

12. **Child and Elder Care Services.** *If deemed appropriate by the BDA Counselor, Covered Persons will receive access to work life specialists for phone consultation, referrals and information related to childcare, adoption, education, and elder care assistance. The decision whether or not to utilize a child or elder care resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. BDA does not assume liability for care or advice rendered by any referral resources.*
13. **Onsite Services.** *BDA will provide up to two (2) hours of onsite orientation/training and/or crisis services to each Consortium Member including:*
 - A. **Orientation/Training.** *EAP orientation/training to each Consortium Member. A minimum of eight (8) participants and three (3) weeks' notice are required for scheduling training services. If additional onsite training services are requested, they will be billed separately on a fee for service basis. Travel costs will be charged for orientations and trainings requiring travel of 100 miles or more.*
 - B. **Onsite Crisis Services.** *Onsite group crisis debriefing services in the event of a workplace crisis or trauma. If additional services are requested, they will be billed separately at an hourly rate. Travel costs will be charged for onsite crisis services requiring travel of 100 miles or more.*
14. **Additional EAP Services.** *If Clinic or a Consortium Member requests EAP services in addition to those described in this Appendix A, such services will be billed at a rate agreed upon by the parties.*
15. **Convenience Services.** *If deemed appropriate by the BDA Counselor, Covered Persons will receive referrals to convenience services such as pet care, home repair and chore services.*
16. **Identity Theft.** *If deemed appropriate by the BDA Counselor, Covered Person will receive access to identity theft prevention education and recovery services.*
17. **Mediation.** *If deemed appropriate by the BDA Counselor, Covered Person will receive access to a network of mediators for a 30-minute telephone or in-person legal consultation. If additional mediation services are requested, they are available at a discounted rate.*
18. **Tax Consultation.** *If deemed appropriate by the BDA Counselor, Covered Person will receive access to a network of CPAs for consultation. If additional tax services are requested, they are available at a discounted rate.*

APPENDIX B

PRICING

1. **Number of Employees Covered.** *This agreement will cover up to 720 employees and their family members as of the Effective Date. Clinic is responsible for notifying BDA if the employee count varies by more than 5% than the number established.*
2. **Professional Fees.** *Professional fees for EAP services are as follows:*
 - *6 Sessions: Monthly Fee of \$0.95 (based on 720 employees) per employee per month.*
 - *Additional Onsite Training hours: \$150 per hour.*
 - *Additional Onsite Crisis hours: \$150 per hour.*

These rates shall be in effect for five years from the Effective Date of the Agreement.

CONSORTIUM MEMBER ADDENDUM

**TO EAP SERVICES AGREEMENT FOR
LIVING WELL ONSITE WELLNESS CLINIC**

This **CONSORTIUM MEMBER ADDENDUM** summarizes the employee assistance program (“EAP”) services available to the undersigned member of Camden County Board of Commissioners Living Well Onsite Clinic’s (“Clinic”) EAP consortium (“Consortium Member”) electing to receive such services. Clinic has contracted with Bensinger, DuPont and Associates (“BDA”) for the provision of such EAP services to Clinic EAP consortium members (the “Clinic EAP Agreement”).

1. **EAP SERVICES.** BDA shall provide the following EAP services (collectively, the “EAP Services”) to Consortium Member and all Consortium Member full-time or part-time employees identified by Consortium Member as eligible for EAP Services and their immediate family members, including spouse, minor child or family member residing in the eligible employee’s household (each, a “Covered Person” and collectively, the “Covered Persons”):
 - 1.1 **Account Management.** Consortium Member will be assigned an account manager who will serve as the Consortium Member’s contact person.
 - 1.2 **Program Consultation.** BDA shall provide consulting services to Consortium Member regarding the development, communication, and implementation of the EAP and shall assist Consortium Member in developing relevant personnel policies.
 - 1.3 **Telephone Services.** BDA will maintain a toll-free telephone access line for Covered Persons to access EAP services.
 - 1.4 **In-Person Sessions.** Each Covered Person may receive a maximum of six (6) short-term problem resolution sessions per presenting problem if such problem is determined to be resolvable within the above number of sessions.
 - 1.5 **Management Consultation and Referral.** BDA shall provide consultation to Consortium Member concerning referrals due to work performance or conduct at work.
 - 1.6 **Follow-up.** BDA counselors will provide EAP follow-up for all cases, with particular emphasis on alcohol and drug cases.
 - 1.7 **Reports.** BDA shall provide annual utilization reports to Consortium Member summarizing EAP services used. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons.
 - 1.8 **Online EAP Resources.** BDA shall provide all Covered Persons with access to its website that contains a package of interactive EAP-related articles, programs and tools.
 - 1.9 **Program Communications.** BDA will make available standard EAP materials to increase manager and employee EAP awareness and promote the EAP. Promotional materials will be shipped to Clinic’s facility or an alternative site designated by Clinic for distribution to Consortium Member and their Covered Persons. Additional EAP materials will be provided at an additional fee. Standard implementation materials include:
 - A. Brochures and wallet cards in a quantity equal to 105% of the number of eligible employees for distribution at implementation and an additional 5% to allow for employee turnover on an annual basis.
 - B. Posters for display at worksites in a quantity up to 5% of the number of eligible employees.
 - C. Quarterly electronic EAP Newsletters emailed to Clinic contact for distribution to Consortium Members.
 - 1.10 **Legal Services.** If deemed appropriate by the BDA Counselor, Covered Persons will receive access to a network of attorneys for a 30-minute telephone or in-person legal consultation. If additional legal services are requested, they are available at a discounted rate. The decision

whether or not to utilize a legal resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. BDA Counselors shall not provide legal consultative services for adversarial matters against Clinic or Consortium Member. BDA is not responsible or liable for care or advice rendered by any referral resources.

- 1.11 Financial Services.** If deemed appropriate by the BDA Counselor, Covered Persons will receive access to telephonic financial consultation regarding debt management and related issues.
- 1.12 Child and Elder Care Services.** If deemed appropriate by the BDA Counselor, Covered Persons will receive access to work life specialists for phone consultation, referrals and information related to childcare, adoption, education, and elder care assistance. The decision whether or not to utilize a child or elder care resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. BDA does not assume liability for care or advice rendered by any referral resources.
- 1.13 Onsite Services.** BDA will provide up to two (2) hours of onsite orientation/training and/or crisis services including:
- A. Orientation/Training.** EAP orientation/training to Consortium Member. A minimum of eight (8) participants and three (3) weeks' notice are required for scheduling training services. If additional onsite training services are requested, they will be billed separately on a fee for service basis. Travel costs for EAP Orientations at Consortium Member's location are included in the cost of the program. Travel costs will be charged for orientations and trainings requiring travel of 100 miles or more.
 - B. Onsite Crisis Services.** Onsite group crisis debriefing services in the event of a workplace crisis or trauma. If additional services are requested, they will be billed separately at an hourly rate. Travel costs will be charged for onsite crisis services requiring travel of 100 miles or more.
- 1.14 Additional EAP Services.** If a Consortium Member requests EAP services in addition to those described in this Appendix A, such services will be billed at a rate agreed upon by the parties.

2. DUTIES AND RESPONSIBILITIES OF CONSORTIUM MEMBER.

- 2.1 Contact Person.** Consortium Member shall designate a contact person within its organization to communicate with and assist BDA concerning implementation of the EAP. The designated contact person shall have sufficient authority and decision-making power with respect to the EAP.
- 2.2 Complaints.** Consortium Member agrees to inform BDA of complaints by Covered Persons related to the provision of the EAP Services. Consortium Member shall notify BDA of complaints in a timely manner and provide BDA with sufficient information to address each matter.

3. CONFIDENTIALITY.

- 3.1 Confidentiality of Records.** BDA shall at all times during the term of this Agreement maintain usual and customary books, records, and documents, including electronic records that relate to the EAP and the Covered Persons that BDA has prepared or that BDA has otherwise come into possession. BDA shall maintain the confidentiality of EAP treatment records and other information concerning Covered Persons in accordance with applicable federal and state confidentiality laws, rules, and regulations. Upon reasonable notice, BDA will provide Consortium Member access to such information as it relates to Covered Persons of Consortium Member, provided that (1) Consortium Member provides BDA with a prior written request for access identifying with specificity which records it seeks to access and the purpose for same, (2) access to such records complies with all applicable federal and state laws, rules, and regulations, including but not limited to, confidentiality laws, and (3) proper written authorization for release is obtained from the Covered Person to whom the records concern. Alternatively, BDA will provide Consortium Member access to such information, so long as any confidential information is redacted.

3.2 Confidentiality of Proprietary Information. Each party agrees to keep confidential all confidential information of the other party and to comply in all respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II, Subtitle F, of the Health Insurance Portability and Accountability Act (Public Law 104-191) and the HITECH Act (Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5), to the extent applicable and as each of the same may be amended from time to time. In addition, to the extent BDA is considered a “covered entity” under applicable federal privacy laws; the parties agree to execute a Business Associate Agreement. This Section will survive termination or expiration of this Agreement.

4. PROFESSIONAL FEES. Clinic will bill and collect payment from Consortium Member monthly and remit payment to BDA.

5. CLINIC EAP AGREEMENT. This Consortium Member Addendum shall at all times be subject to the terms and conditions of the Clinic EAP Agreement. In the event of a discrepancy between the terms and conditions of this Consortium Member Addendum and those set forth in the Clinic EAP Agreement, the Clinic EAP Agreement shall control.

Reports

Calendar – May & June 2014

County Clerk Kathryn Bishop read the calendars for May & June 2014.

County Administrator’s Report

County Administrator Steve Howard announced that the goal to provide the Fiscal Year 2015 budget is to present this to the board during the regular meeting to be held on May 27th.

He stated that the Fiscal Year 2015 Strategic Priorities has been released and can be viewed by visiting the Camden County website.

Additional Public Comments:

No additional comments from the public were offered during this time.

Executive Session – Litigation

ADJOURNMENT:

Vice-Chairman Clark made a motion, seconded by Commissioner Keene, and voted unanimously, that this Board enter into closed session as allowed by O.C.G.A. § 50-15-4 at 6:57 p.m., and pursuant to the advice by the County Attorney, for the purpose of discussing litigation.

The motion carried unanimously.

That upon conclusion of the discussion or deliberation in the closed session portion of the meeting that this body enter back into open session, open to the

public, at which point an announcement will be made in the Commissioner Chambers, Government Services Complex, this Board is back in session.

That upon coming back into open session that this body ratify the consensus taken in closed session; and that this body, in open session, adopt a resolution authorizing and directing the Chairman to execute an affidavit in compliance with O.C.G.A. § 50-15-4, and that this body confirm the actions of the Board in closed session were as required by law and approved by the County Attorney.

RECONVENE:

Vice-Chairman Clark made a motion, seconded by Commissioner Blount to reconvene the regular meeting. The vote was unanimous to reconvene the meeting at 7:11 p.m.

After the meeting the Chairman James H. Starline signed the affidavit as required by O.C.G.A. § 50-15-4(b). The original copy of the affidavit immediately follows these minutes and a copy is on file in the office of the County Clerk.

Chairman Starline announced that during Executive Session the topic of litigation was discussed as to a potential litigation regarding ad valorem taxes paid by the Great Satilla Preserve; no vote was taken during Executive Session.

Commissioner Keene made a motion, seconded by Commissioner Blount to authorize the County Attorney to proceed with the negotiated settlement of erroneously paid taxes pursuant to O.C.G.A. §48-5-380.

The motion carried unanimously.

RESOLUTION OF THE CAMDEN COUNTYBOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners as follows: *At the meeting held on the 6th day of May, 2014, with the following Commissioners being present, Chairman James H. Starline, Vice-Chair Chuck Clark, Commissioner Willis R. Keene, Jr., Commissioner Tony Sheppard and Commissioner Gary Blount, as well as County Attorney John S. Myers, and County Clerk Kathryn A. Bishop, the Board of Commissioners entered into closed session for the purpose of discussing Litigation. At the close of the discussions on this subject, the Board did agree to reconvene into open session and herewith takes the following action in open session:*

- (1) The actions of the Board and the discussion of the same regarding the matter set forth for closed session purposes are hereby ratified.*
- (2) Each member of this body does hereby confirm to the best of their knowledge, based upon the advice of the County Attorney, who was present during said closed session portion was devoted to matters*

within the exceptions provided by law and the specific relevant exception is the subject matter as set forth above.

- (3) The Chairman of this Board, or the presiding officer, is hereby authorized and directed and pursuant to the Resolution shall execute an affidavit, in full support of the members of this Board, in order to comply with O.C.G.A. § 50-14-4(b).*
- (4) The affidavit shall be included and filed with the official minutes of the meeting and shall be in a form as required by the statute, which shall be substantially as follows:*

AFFIDAVIT AS REQUIRED UNDER O.C.G.A. § 50-14-4(b)

Personally appeared before the undersigned attesting officer duly authorized to administer oaths, Chairman James H. Starline, who, after being duly sworn, deposes and on oath states the following:

- (1) I was the chairperson/presiding officer of a meeting of the Camden County Board of Commissioners held on the 6th day of May, 2014.*
- (2) The subject matter of the closed portion of the meeting which was closed for the purpose to consult and meet with legal counsel pertaining to pending or potential litigation as allowed by the O.C.G.A. §50-14-2 and §50-14-3 was devoted to matters within those exceptions and as provided by law.*
- (3) This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4-(b) that such an affidavit be executed.*

This 6th day of May, 2014,

James H. Starline, Chairman

*Sworn to and subscribed before me
This 6th day of May, 2014,*

Notary Public

Those voting in favor of the Resolution:

Commissioners: Chairman James H. Starline; Vice-Chairman Chuck Clark; Commissioner Willis R. Keene, Jr.; Commissioner Tony Sheppard and Commissioner Gary Blount.

Those voting against the Resolution:

Commissioners: None

Adjournment:

Vice-Chairman Clark made a motion, seconded by Commissioner Keene to adjourn the May 6, 2014 meeting. The vote was unanimous to adjourn the meeting at 7:12 PM.