

# **BOARD OF COUNTY COMMISSIONERS**

REGULAR MEETING

## **SCHOOL BOARD ADMINISTRATIVE COMPLEX**

372 WEST DUVAL STREET

August 20, 2026 at 5:30 P.M.

### **ADDITIONS**

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- 1) Ordinance on Onsite Sewage Treatment and Disposal System Requirements as they pertain to Building Permits (p.1)
  - 2) RFP 2022-T Disaster Recovery Consultant Contract Amendment - Synergy Disaster Recovery, LLC. (p.7)
  - 3) Purchase Order Agreement for CORE Opioid Program - Amendment 102 (p.32)



# **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA ITEM REQUEST FORM**

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**Department:** BCC Administration

**Meeting Date:** 8/20/2026

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**1. Nature and purpose of agenda item:**

This Item adopts an Ordinance on Onsite Sewage Treatment and Disposal System Requirements to match current State laws as they pertain to Building Permits

**2. Recommended Motion/Action:**

Approve Ordinance 2026-11

**3. Fiscal impact on current budget:**

This item has no effect on the current budget.

## **ORDINANCE NO. 2026-11**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AMENDING CHAPTER 118 OF THE COUNTY CODE OF ORDINANCES BY ADDING SECTION 118-71 TO CONFORM THE CODE TO THE REQUIREMENTS OF STATE LAW AND PROVIDING FOR THE ASSUMPTION OF ALL LIABILITY BY OWNERS OF REAL PROPERTY WHO COMMENCE OR ALLOW THE COMMENCEMENT OF CONSTRUCTION OF ANY SEPTIC SYSTEM WITHOUT A VALID PERMIT AS PROVIDED LAW; AMENDING SECTION 118-92 TO PROVIDE FOR PERMITTING ELECTRICAL CONNECTIONS WITHOUT REQUIRING PRIOR ISSUANCE OF A SEPTIC PERMIT; REPEALING PROVISIONS OF THE COUNTY CODE OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is the intent of Columbia County to provide for supplemental regulation and enforcement of the proper and legal installation, maintenance, and use of septic tanks, particularly where such regulation or enforcement has not been preempted to the State of Florida or one of its departments;

**WHEREAS**, amendments to the general laws of the State of Florida now require an owner who wishes to construct an on-site septic system to obtain a building permit for the structure to be served by that septic system, which has created conflict with the County's existing code, which currently requires an owner to obtain a septic permit prior to obtaining a building permit;

**WHEREAS**, the supremacy of the general laws of the State of Florida requires that the County's Code be conformed to the general law to avoid conflict and to ensure septic tank permitting is not rendered impossible by the County's Code; and

**WHEREAS**, in recognition of the legal principle that the County's Code should not conflict with the general laws of the State of Florida, now or in the future, the County Commission wishes to amend Article III of Chapter 118 relating to Septic Tanks to ensure future amendments to the general laws of the State of Florida will be less likely to create conflicts with the County's Code that would slow or hamper the issuance of building permits.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:**

### **Section 1. FINDINGS**

The above Recitals are incorporated herein by reference and are hereby adopted as Findings in support of this Ordinance.

*Deletions are indicated by strike through. Additions are indicated by underline. Ellipses (. . .) indicate a portion of the Code has been skipped, and no changes should be made to the skipped portion.*



## Section 2. CODE OF ORDINANCES SECTION 118-71 ADDED

### ARTICLE III. SEPTIC TANKS

#### DIVISION 1. GENERALLY

##### Secs. 118-71

(a) Pursuant to Section 381.0065(4) (a) and (b), Florida Statutes, and subject to amendments thereto made after July 1, 2026, the owner or builder of a single-family residence that requires the use of an onsite sewage treatment and disposal system, must at the time of application for a building or plumbing permit provide to the County proof that the owner or builder submitted a complete application for the appropriate onsite sewage treatment and disposal system to the Florida Department of Health.

(b) Pursuant to Florida law, if construction of an onsite sewage treatment and disposal system commences prior to issuance of the permit for the construction of that onsite sewage and disposal system, then the property owner or the applicant assumes all legal, financial, and safety liabilities arising therefrom.

## Section 3. CODE OF ORDINANCES SECTION 118-92 AMENDED.

### DIVISION 2. ELECTRICAL CONNECTIONS

. . .

#### **Sec. 118-92. Requirements.**

(a) Application for health ~~Health~~ permit required. ~~On or after the effective date of the ordinance from which this article is derived, no~~ No utility service shall be provided, where septic tank sanitary facilities shall be required, until such time as the purchaser has ~~obtained a valid permit from~~ made application to the county health department and furnished a copy of the said permit application to the utility furnishing the said electrical service and posted a copy of the permit application on the premises for which the utility service is to be provided.

. . .

*Deletions are indicated by strike through. Additions are indicated by underline. Ellipses (. . .) indicate a portion of the Code has been skipped, and no changes should be made to the skipped portion.*

**Section 4. REPEAL OF CONFLICTING CODE**

Any provision of the County's Code of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 5. SEVERABILITY**

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

**Section 6. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon a certified copy hereof being filed with the Florida Department of State.

**DULY ADOPTED** by the Board of County Commissioners of Columbia County, Florida, this \_\_\_\_ day of August, 2026

**BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
**Tim Murphy, Chair**

ATTEST: JAMES M. SWISHER, JR.

\_\_\_\_\_  
Deputy Clerk

Effective Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Joel F. Foreman, County Attorney

*Deletions are indicated by strike through. Additions are indicated by underline. Ellipses (. . .) indicate a portion of the Code has been skipped, and no changes should be made to the skipped portion.*

LAKE CITY REPORTER  
1086 SW MAIN BLVD STE 103  
PO BOX 1709  
LAKE CITY FL 32056-1709  
(386)752-1293

ORDER CONFIRMATION

Salesperson: KYM HARRISON

Printed at 08/05/26 10:12 by kharr-cn

Acct #: 46768

Ad #: 917753

Status: New WHOLD

BOARD OF CO COMMISSIONERS/COLUMBIA CO  
ATTN: JOHN CREWS  
PO BOX 1529  
LAKE CITY FL 32056

Start: 08/06/2026 Stop: 08/06/2026  
Times Ord: 1 Times Run: \*\*\*

STD 1.00 X 12.73 Words: 444

Total STD 12.73

Class: 8000 LEGAL COLUMBIA CO

Rate: LG Cost: 210.05

# Affidavits: 1

Ad Descrpt: NOTICE FOR ORDINANCE ADOP

Descr Cont: NOTICE OF ENACTMENT OF OR

Given by: \*

P.O. #:

Created: kharr 08/05/26 10:10

Last Changed: kharr 08/05/26 10:12

Contact:

Phone: (386)758-1005

Fax#:

Email:

Agency:

PUB ZONE EDT TP RUN DATES  
LCR A 96 S 08/06

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Joel Foreman

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

This ad has been reformatted for proofing purposes. Column breaks are not necessarily as they will appear in publication.

**NOTICE OF ENACTMENT OF ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**

**NOTICE IS HEREBY GIVEN**

that the ordinances and resolutions, which titles hereinafter appear, will be considered for enactment by the Board of County Commissioners of Columbia County, Florida, at a public hearing on August 20, 2026 at 5:30 p.m., or as soon thereafter as the matters can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida. A copy of said ordinances and resolutions may be inspected by any member of the public at the Office of the County Manager, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours. Copies will also be posted with the agenda for the meeting on the county's website: [www.columbiacountyfla.com](http://www.columbiacountyfla.com). On the date, time, and place first above-mentioned, all interested persons may appear and be heard with respect to the ordinances. The title of said ordinances read as follows:

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AMENDING CHAPTER 118 OF THE COUNTY CODE OF ORDINANCES BY ADDING SECTION 118-71 TO CONFORM THE CODE TO THE REQUIREMENTS OF STATE LAW AND PROVIDING FOR THE ASSUMPTION OF ALL LIABILITY BY OWNERS OF REAL PROPERTY WHO COMMENCE OR ALLOW THE COMMENCEMENT OF CONSTRUCTION OF ANY SEPTIC SYSTEM WITHOUT A VALID PERMIT AS PROVIDED LAW; AMENDING SECTION 118-92 TO PROVIDE FOR PERMITTING ELECTRICAL CONNECTIONS WITHOUT REQUIRING PRIOR ISSUANCE OF A SEPTIC PERMIT; REPEALING PROVISIONS OF THE COUNTY CODE OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public hearings may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearings shall be announced during the public hearings and that no further notice concerning the matters will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearings.

All persons are advised that, if they decide to appeal any decision made at the public hearings, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings are made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact County Administration at least forty-eight (48) hours prior to the commencement of the hearing by telephone at (386)758-1005 or by Telecommunication Device for Deaf at (386)758-2139.

917753

August 6, 2026

# **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA ITEM REQUEST FORM**

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**Department:** Purchasing

**Meeting Date:** 8/20/2026

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**1. Nature and purpose of agenda item:**

This item approves an amendment to RFP 2022-T Disaster Recovery Consultant Contract Amendment with Synergy Disaster Recovery, LLC. to include new required FEMA and HUD clauses.

**2. Recommended Motion/Action:**

Approve the Amendment to RFP 2022-T Disaster Recovery Consultant Contract to include required Federal and HUD Compliance clauses.

**3. Fiscal impact on current budget:**

This item has no effect on the current budget.

**Addendum to RFP 2022-T between  
Columbia County Board of County Commissioners and Synergy Disaster Recovery, LLC**

By signing this Addendum, **Columbia County Board of County Commissioners** (“Owner”) and **Synergy Disaster Recovery, LLC** (the “Consultant”) (collectively, the “Parties”) agree to incorporate the following provisions into the Contract between them for **RFP 2022-T** as indicated below and to any other Contract(s) to which the Addendum is physically attached or incorporated by reference when executed.

WHEREAS, in order to preserve its eligibility for these federal programs and to ensure eligibility of its contract costs for federal reimbursement or funding, it is Owner’s intent that the Contracts to which this Addendum is attached or incorporated are compliant with applicable federal procurement standards at 2 C.F.R. §§ 200.317-327 and 90 F.R. 1754 and other federal programmatic requirements;

WHEREAS, pursuant to 2 C.F.R. § 200.327, the Parties understand that Owner must include certain provisions in contracts funded in whole or in part with federal financial assistance, as applicable under the relevant regulations and agency guidance;

WHEREAS, the Parties intend to execute this Addendum to bring the Contract into compliance with the aforementioned requirements and further agree that the requirements will apply retroactively from the date the Contract was executed by the Parties;

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree the following provisions are hereby incorporated into the Agreement, as applicable:

**HUD Required Contract Provisions**

**Article 1: Labor Standards**

**A. Applicability.**

The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

**B. Minimum Wages.**

Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects insured under Section 223(a)(7) or Section 223(f). If a Section 223(f) project

subsequently commences a Section 241 construction project, the minimum wage provisions contained in this paragraph B would also not apply.

1. (a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(i) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its

designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("Administrator"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the



work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, their correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(b) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour

Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. 5.5(a)(3)(ii), the appropriate information is being maintained under 29 C.F.R. 5.5(a)(3)(i), and that such information is correct and complete.
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 *et seq.* of Title 31 of the United States Code.

- (c) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or

Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and Trainees.

- (a) Apprentices. Apprentices shall be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in their first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) Trainees. Except as provided in 29 C.F.R. 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this Contract.
6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.
7. Contract termination and debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 C.F.R. 5.12.
8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (a) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 C.F.R. 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 C.F.R. Part 24.
- (b) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 C.F.R. 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 C.F.R. Part 24.
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

**C. Contract Work Hours and Safety Standards Act.**

- 1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants, etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.
- 2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- 3. Violation. Liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.
- 4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the

Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through

#### **D. Certification.**

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448-OHF as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

#### **Article 2: Conflict of Interest**

- A. The contractor covenants that neither it nor any of its employees, officers, agents, consultants, or subcontractors has or shall have any conflict of interest, real or apparent, with respect to this contract or the performance thereof.
- B. The contractor further covenants that no person who presently exercises any functions or responsibilities on behalf of the Owner in connection with this contract has any personal financial interest, direct or indirect, in the contract.
- C. The contractor agrees to comply with applicable federal conflict of interest rules under 2 CFR §200.318(c)(1) and 24 CFR §570.611, and shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential vendors.
- D. Any possible conflict of interest must be disclosed in writing to the Owner and HUD. Failure to disclose a conflict of interest or violation of this provision may result in termination of this contract and referral to the appropriate authorities.

#### **Article 3: Termination for Cause or Convenience**

- A. The Owner may terminate this contract in whole or in part:
  1. For Cause: If the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and does not cure such failure within ten (10) calendar days of receiving written notice from the Owner, the Owner may terminate the contract for cause. The Contractor shall be liable to the Owner for any damages sustained by virtue of breach or default.

2. For Convenience: The Owner may terminate this contract for convenience at any time by providing written notice to the Contractor. In such case, the Contractor shall be paid for all work properly performed and documented up to the effective date of termination.
- B. Upon termination, the Contractor shall:
  1. Cease all work under the contract;
  2. Deliver all products, data, designs, reports, and other deliverables, whether completed or in progress;
  3. Return any unused grant funds or overpayments as required by the Owner.
- C. This clause shall be included in all subcontracts and lower-tier contracts funded with HUD assistance.

#### **Article 4: Access to Records**

- A. The Contractor agrees to provide the Owner, HUD, the HUD Office of Inspector General (“OIG”), the Comptroller General of the United States, or any of their authorized representatives with access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audits, examinations, monitoring, and evaluations.
- B. Contractor agrees to:
  1. Maintain all financial records, supporting documents, statistical records, and all other records pertinent to this contract for a period of at least three (3) years from the date of final payment or project closeout, whichever is later;
  2. Retain records beyond the three-year period if any litigation, audit, or claim involving the contract is started before the end of the period, until all such matters are resolved;
  3. Cooperate fully with any monitoring, audit, or investigation related to this contract or the use of HUD funds.
- C. This provision shall be included in all subcontracts and lower-tier agreements funded in whole or in part with HUD assistance.

#### **Article 5: Debarment and Suspension**

- A. Applicability. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 2424 (HUD's implementing regulations). As such:
  1. The Contractor certifies that neither it nor any of its principals (as defined in 2 C.F.R. §180.995) is presently:
    - a. Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
    - b. Listed on the System for Award Management (“SAM.gov”) or the HUD Limited Denial of Participation (“LDP”) List.
  2. The Contractor further agrees to verify and screen all subcontractors, consultants, and affiliates participating in this project to ensure they are not listed as debarred, suspended, or ineligible for federal assistance.

3. The Contractor shall immediately notify the Grantee or Subrecipient in writing if any information regarding its eligibility status changes during the course of the contract.
  4. The Contractor agrees to include this clause in all lower-tier covered transactions, including subcontracts and consultant agreements.
- B. Any violation of this provision may result in suspension or termination of the contract, disallowance of costs, repayment of funds, or referral to HUD's OIG.

**Article 6: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area**

- A. This Article 6 is applicable to projects covered by Section 3, as defined in 24 C.F.R. Part 75.
- B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the service area, neighborhood, or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located, and contracts for work in connection with the Project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

**Article 7: Health and Safety**

- A. This Article 7 is applicable only where the prime contract is in an amount greater than \$100,000.
- B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 C.F.R. Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 *et seq.*
- D. The Contractor shall include the provisions of this Article 7 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Additional Required Contract Provisions**

**1. REMEDIES (applicable contracts over the SAT (currently, \$250,000))**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, Applicant may exercise



any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, Applicant may in its sole discretion:

- (i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- (ii) hire another contractor to perform the work and deduct any additional costs incurred by Applicant as a result of substituting contractors from any amounts due to Contractor;
- or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit Applicant's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

## **2. TERMINATION FOR CONVENIENCE (applicable to contracts over \$10,000)**

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms of the original Contract to which this addendum is made a part; or, if none specified, this Contract may be terminated for convenience, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, Applicant shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply: (1) all bonds shall remain fully in force to ensure Applicant's ability to construct the project for the Contract amount; (2) the Applicant shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original solicitation; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by Applicant in completion of the project, in addition to liquidated damages and construction costs; such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

## **3. TERMINATION FOR CAUSE (applicable to contracts over \$10,000)**

This Contract may be terminated, in whole or in part, for cause, in accordance with the terms of the original Contract to which this addendum is made a part; or, if none specified, Applicant reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- (i) Lack of funding. Lack of, or reduction in, funding or resources, in which instance, Applicant shall provide the Contractor ten calendar days' written notice of such termination or lack of funds;
- (ii) Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for

- termination of the Contract by Applicant. Termination, in whole or in part, by Applicant under this Section may be made at Applicant's option and without prejudice to any other remedy to which Applicant may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 calendar days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. Applicant shall not pay for work, equipment, services, or supplies that are unsatisfactory or unauthorized, provided that "unsatisfactory" materials are in noncompliance with the terms herein. At Applicant's sole discretion and with written notice by Applicant, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. Applicant will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by Applicant. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in any way limit or waive Applicant's right to terminate this Contract under any other provisions herein.
- (iii) The Contractor's improper, misuse, or inept performance of services under this Contract;
  - (iv) The Contractor's failure to comply with the terms and provisions of this Contract;
  - (v) The Contractor's submission of invoices, data, statements, or reports that are incorrect, incomplete, or false in any way;
  - (vi) In Applicant's sole discretion, if termination is necessary to protect the health and safety of clients;
  - (vii) If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or
  - (viii) The Contractor's inability to perform under this Contract due to judicial order, injunction, or any other court proceeding.

In the event of termination, Applicant may take possession of the premises and all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due to Applicant in completing the Project and for reimbursement of damages incurred. Applicant may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by Applicant to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to Applicant. The expense incurred by Applicant as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion

of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If Applicant makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience, without cause, as described in Section 2 of this Addendum. The Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit, and the like.

**4. EQUAL EMPLOYMENT OPPORTUNITY (applicable to “federally assisted construction contracts” as defined in 41 C.F.R. § 60-1.3, NOTE: As of June 2025, FEMA removed this from their policy on required federal terms, however, the term remains required per 2 CFR 200.327)**

During the performance of this Contract, the Contractor agrees as follows:

- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (ii) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices of its nondiscrimination policy.
- (iii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform work under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (iv) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

**5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to construction work over \$100,000 that involves the employment of laborers or mechanics)**

- (i) Overtime requirements. No contractors or subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section, the Contractor and any subcontractors responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i).
- (iii) Withholding for unpaid wages and liquidated damages.
  - a. *Withholding Process.* The federal awarding agency or Applicant may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clause set forth in 29 C.F.R. § 5.5(b), any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with the above provisions over claims to those funds by:
    - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - B. A contracting agency for its re-procurement costs;
    - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    - D. A contractor's assignee(s);
    - E. A contractor's successor(s); or
    - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- (iv) Subcontracts. Contractor or subcontractors shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (i) through (iv) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- (v) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (“CWHSSA”) or its implementing regulations in this part;
  - b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - d. Informing any other person about their rights under CWHSSA or this part.

Where the Contract is subject to the Contract Work Hours and Safety Standards Act, but not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following language applies:

(vi) Further Compliance with Contract Work Hours and Safety Standards Act:

- a. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- b. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**6. COMPLIANCE WITH CLEAN AIR ACT (applicable to contracts over \$150,000)**

- (i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (ii) The Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to

the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

- (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **7. COMPLIANCE WITH CLEAN WATER ACT (applicable to contracts over \$150,000)**

- (i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*
- (ii) The Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **8. SUSPENSION AND DEBARMENT (for all contracts)**

Federal regulations restrict Applicant from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- (i) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (iii) This certification is a material representation of fact relied upon by Applicant. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Applicant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **9. BYRD ANTI-LOBBYING AMENDMENT (applicable to all contracts over \$100,000)**

By executing this Addendum, Contractor makes the certification below, which is found at Appendix A, 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(to be submitted with each bid or offer **exceeding \$100,000**)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**10. PROCUREMENT OF RECOVERED MATERIALS (applicable only for contracts awarded by state agencies or political subdivisions of a "state," as defined in 2 C.F.R. § 200.1)**

- (i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- 2. Meeting Contract performance requirements; or
- 3. At a reasonable price.

- (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website,



<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

**11. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS (for all contracts awarded or related to disasters declared, before October 1, 2024)**

If Contractor intends to subcontract any portion of the work covered by this Contract, Contractor should ensure small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (i) Placing these business types on solicitation lists;
- (ii) Assuring that business types are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these business types;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by these business types; and
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (for all contracts)**

- (i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) *Prohibitions.*

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:
  - A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;



- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

1. This paragraph does not prohibit Contractor from providing—
  - A. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
  - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - A. Covered telecommunications equipment or services that:
    - Are not used as a substantial or essential component of any system; and
    - Are not used as critical technology of any system.
  - B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
2. Contractor shall report the following information pursuant to this paragraph:
  - A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (“CAGE”) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily

available information about mitigation actions undertaken or recommended.

- B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

### **13. DOMESTIC PREFERENCES FOR PROCUREMENTS (for all contracts)**

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

### **14. ACCESS TO RECORDS (for all contracts)**

The following access to records requirements apply to this Contract:

- (i) The Contractor agrees to provide Subrecipient Applicant, Recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (iv) In compliance with the Disaster Recovery Act of 2018, Applicant and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **15. CHANGES (for all contracts)**

Any changes to the scope of work, price, or schedule shall be done in accordance with the terms of the original Contract to which this addendum is made a part.

**16. DHS SEAL, LOGO AND FLAGS (for all contracts)**

Contractor must obtain written permission from Applicant and the U.S. Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

**17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS (for all contracts)**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**18. NO OBLIGATION BY FEDERAL GOVERNMENT (for all contracts)**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Applicant, the Contractor, or any other party pertaining to any matter resulting from the Contract.

**19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (for all contracts)**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

**20. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT (for all contracts)**

The Contractor grants to the Applicant, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Applicant or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Applicant data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable to the Applicant.

**21. NOT-TO-EXCEED AMOUNT (applicable to all time and materials or time and equipment contracts)**

If the Contract provides that Applicant will pay for Contractor's services on an hourly rate basis, Contractor shall not proceed with work under the Contract until Applicant provides to Contractor, in writing, a not-to-exceed price ceiling for the scope of work. Such writing shall be agreed and signed by authorized representatives of the Parties. Contractor exceeds the price ceiling at its own risk. Changes to the price ceiling may be made pursuant to Section 14 of this Addendum.

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto further agree to incorporate this Addendum into the following Contract(s):

| Contract Name | Contract No. | Effective Date |
|---------------|--------------|----------------|
| _____         | _____        | _____          |
| _____         | _____        | _____          |
| _____         | _____        | _____          |

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**COMPANY NAME:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER NAME:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA ITEM REQUEST FORM**

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**Department:** BCC Administration

**Meeting Date:** 8/20/2026

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**1. Nature and purpose of agenda item:**

This agreement is the annual opioid funding agreement.

**2. Recommended Motion/Action:**

Approve Purchase Order Agreement for CORE Opioid Program - Amendment 102

**3. Fiscal impact on current budget:**

This item has no effect on the current budget.

**Columbia County Board of County Commissioners  
Amendment 102**

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and Columbia County Board of County Commissioners ("Contractor") to be effective July 1, 2026, or upon execution. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

**Whereas**, LSF wishes to amend the purchase order agreement(s) entered into between said parties on July 1, 2025, and the agreement entered into between said parties on September 1, 2025, the purpose of this amendment is to replace the Purchase Order Agreement(s).

**NOW THEREFORE**, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Purchase Order Agreement(s). In the event of conflict between this Amendment and the Purchase Order Agreement(s), this Amendment shall control.
2. Purchase Order Agreement(s) is replaced in its entirety with the Purchase Order Agreement(s) revised July 1, 2026, incorporated herein. All prior purchase order agreements with reference to the same content are deleted.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment with its purchase order agreement to be effective the 1<sup>st</sup> day of July 2026, or upon execution.

**Columbia County Board of County  
Commissioners**

**Lutheran Services Florida, Inc. d/b/a LSF Health  
Systems**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

Dr. Christine Cauffield  
\_\_\_\_\_  
Printed Name CEO  
Title

## PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Columbia County Board of County Commissioners** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

**Effective and Ending Dates.** The terms of this Agreement shall be effective **July 1, 2026**, or upon execution, and shall continue through **June 30, 2027**.

This document provides direction and guidance for administration, implementation, and management of **Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care** in the following County(ies): **Columbia**.

**Services to be Provided.** This scope of work is for the Contractor to participate in the CORE Network, which establishes a recovery-oriented continuum of care and support for those seeking treatment and recovery support services for substance use disorders. This comprehensive approach expands every aspect of overdose response and treats all primary and secondary impacts of substance use disorder. The CORE Network disrupts the revolving door of substance use disorder, including opioid use disorders and overdose by providing an evidence based coordinated network of care linking patients to community partners in a continuum from a crisis all the way to lifelong care in an accessible, sustainable way. It incorporates quality improvement through measure outcomes that help sustain the network locally. The Contractor will work with existing project partners and collaborate with LSF if project partners need to be replaced or added.

### Section 1. Financial Consideration

#### 1.1. Award Amount

**Columbia County Board of County Commissioners** has been awarded an amount not to exceed the **LSF approved Template C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed*, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSOCR - ME Opioid TF Coord Opioid Recovery Care and/or OCA MSOTR - ME Opioid TF Treatment and Recovery and/or OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to the availability of funds from the Florida Department of Children and Families (DCF).

#### 1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.



1.2.5 Modifications to the approved budget may not be effective retroactively.

### 1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 If the Contractor is receiving one-time CORE Law Enforcement Funds, LSF may choose a one-time fixed rate payment or a payment schedule that ends once funding is exhausted

1.3.1.2 The Contractor shall submit the **Template O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: <https://www.lsfhealthsystems.org/resources/#contractdocument>, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Template O - Expenditure Reconciliation reports**, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.3 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.4 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Template O - Expenditure Reconciliation Report**.

1.3.1.5 All reports as required in Section 2.4 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

## Section 2. Program Administration

2.1. CORE will be administered according to DCF Guidance 41, which can be found at following link using the applicable fiscal year: <https://www.myflfamilies.com/services/samh/providers/managing-entities> and the LSF Incorporated Document 52 – Coordinated Opioid Recovery (CORE) Network of Addiction Care, or latest version thereof, which can be found at the following link: <https://www.lsfhealthsystems.org/resources/#contractdocuments>.

## 2.2. CORE program requirements are as follows:

The table below defines each of the required program elements for CORE. Contractors will provide elements as agreed upon in **Section 2.3 Service Tasks**.

| CORE Element                                                                               | Description                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24-7 access to care.                                                                       | <b>24-7 availability for treatment with medication assisted treatment (MAT). Specifically, buprenorphine must be available 24-7 in an emergency setting with no need for admission to inpatient care to receive treatment immediately. 24-7 access to care can come from an emergency department (ED), emergency medical services (EMS) or a receiving facility/long-term medication assisted treatment provider.</b> |
| Peer support services.                                                                     | Peers provide support services such as a warm handoff from the 24-7 access point (emergency department, receiving facility/long-term medication assisted treatment provider, emergency medical services) and continuous follow-up.                                                                                                                                                                                    |
| All FDA approved MAT services.                                                             | FDA approved medication assisted treatment for opioid use disorders includes methadone, naltrexone, and buprenorphine products.                                                                                                                                                                                                                                                                                       |
| Maintenance of MAT according to guidelines.                                                | The Substance Abuse and Mental Health Services Administration's TIP 43 recommends that patients receiving medication assisted treatment should be maintained at least two years of continuous stability, or longer, without taper recommendation. Tapering is considered an optional branch.                                                                                                                          |
| Individual approach to dosing without limits.                                              | Buprenorphine should not be restricted to a certain dose, because of fentanyl, as increasing doses enhances retention and decreases cocaine use. Dosing should be based on decreasing withdrawal over 24 hours.                                                                                                                                                                                                       |
| <b>Receiving clinic receives patients from 24-7 care and continues lifelong treatment.</b> | <b>A federally qualified health center or community behavioral health center that can take patients during business hours for intake and serve as a substance use medical home for lifelong care providing medication assisted treatment, substance use therapy, psychiatry, and primary care.</b>                                                                                                                    |
| <b>Clinic and ER testing / Prescription Drug Monitoring Program (PDMP).</b>                | <b>Report through E-Force every visit and provide drug panels in receiving clinics and 24-7 access points.</b>                                                                                                                                                                                                                                                                                                        |
| <b>Law Enforcement</b>                                                                     | <b>Participate in community activities that build trust, foster relationships, and educate the public about available support systems. This collaboration bridges the gap between individuals in crisis and essential treatment services.</b>                                                                                                                                                                         |
| Established intake process.                                                                | An intake and assessment that includes a doctor's visit to start substance use treatment and a biopsychosocial completed or countersigned by a qualified professional.                                                                                                                                                                                                                                                |
| Established protocol for induction on buprenorphine.                                       | There should be a high dose and low dose induction protocol with preference given to the high dose induction protocol that can be given immediately after use or naloxone reversal.                                                                                                                                                                                                                                   |
| Treating comorbid alcohol and                                                              | American Society of Addiction Medication (ASAM) report the use of benzodiazepines or other sedative-hypnotics are not a reason to                                                                                                                                                                                                                                                                                     |

|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| benzodiazepine use disorder.                                                                           | withhold or suspend treatment. Follow best practices and guidelines provided in Federal Guidelines.                                                                                                                                                                                                                                                                                                |
| Naloxone readily available.                                                                            | Naloxone quickly reverses an overdose by blocking the effects of opioids. It can restore normal breathing within 2 to 3 minutes in a person whose breath has slowed, or even stopped, as a result of an opioid overdose.                                                                                                                                                                           |
| Access to higher levels of care for all.                                                               | In the county there should be a functional referral relationship with public/private detoxification programs to assist with complex detoxification (benzodiazepines/alcohol patients with delirium tremens/DTs), access to public/ private residential, partial hospitalization programs (PHPs), intensive outpatient programs (IOPs) and outpatient levels of care for adults and pregnant women. |
| Clinical expert in addiction medicine or champion.                                                     | Established Medical Doctor (MD) or Doctor of Osteopathy (DO) who is primary care or psychiatrically trained and who has addiction medicine or addiction psychiatry certification.                                                                                                                                                                                                                  |
| Therapists in outpatient setting.                                                                      | Licensed Mental Health Counselors (LMHCs), psychologists, Licensed Clinical Social Workers (LCSWs) and interns who provide group and individual therapy as part of the SUD program.                                                                                                                                                                                                                |
| Primary care access.                                                                                   | All patients should have access to primary care.                                                                                                                                                                                                                                                                                                                                                   |
| Infectious disease screening.                                                                          | All patients enrolling in a substance use disorder (SUD) program should be tested for HIV, hepatitis panel (especially hepatitis C), syphilis, and tuberculous as needed, as part of the intake.                                                                                                                                                                                                   |
| Access to psychiatry at the federally qualified health center or community behavioral health center.   | Psychiatric provider should be available and all patients entering the SUD program should receive a psychiatric evaluation to assist with underlying psychiatric problems as they can be comorbid with substance use disorder diagnosis.                                                                                                                                                           |
| Group therapy access in the clinic or with a collaborative partner.                                    | Individuals should have access to group therapy.                                                                                                                                                                                                                                                                                                                                                   |
| Individual therapy access in clinic or with a collaborative partner.                                   | Individuals should have access to individual therapy.                                                                                                                                                                                                                                                                                                                                              |
| Clinic structured by phases of treatment.                                                              | Patients should start receiving medication assisted treatment with methadone or buprenorphine in a phased approach to allow for flexibility based on need and clinical judgement.                                                                                                                                                                                                                  |
| All levels of care to assist with pregnant women.                                                      | Evidence-based pregnancy care with buprenorphine/methadone options available while in residential, partial hospitalization programs, intensive outpatient programs or outpatient care. This should also be coordinated with the woman's obstetrics and gynecological team and obstetric triage services equipped to provide appropriate management.                                                |
| <b>Following of outcome measures and data, specifically the Brief Addiction Monitoring (BAM) tool.</b> | <b>The Brief Addiction Monitoring is completed every 30 days by all individuals with substance use disorder at the receiving clinic/long-term MAT provider regardless of payor source. Supplemental questions have been added to the collection process.</b>                                                                                                                                       |

2.3. Service Tasks: Contractor will perform the following tasks in the time and manner specified:

2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Template G – Submission of Information**.

- a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The CORE Network standards are as follows. The Contractor must follow all requirements under the section(s) named: **Rescue Response**

2.3.2.1 **Law Enforcement**

- a. Law enforcement is often the first on scene during emergencies, where fire rescue might not typically respond, enabling them to identify individuals in crisis and connect them with appropriate support services.
- b. Their early involvement highlights their critical role within the CORE Network, fostering collaboration and timely interventions.
- c. Integrating law enforcement into the CORE Network allows them to engage in community activities that inform residents about CORE Networks, how to access services and available support systems. Integrating law enforcement encourages and connects individuals to treatment and recovery support services through CORE Networks.
- d. These activities focus on building trust, fostering relationships, and bridging the gap between individuals in crisis and essential treatment services.

2.3.2.2 **Rescue Response**

- a. Individual in need of services is treated by first responders (fire rescue/ Emergency Medical Services (EMS) personnel).
- b. Treatment includes use of specialized EMS protocols for overdose and acute withdrawal, and **may** include induction to buprenorphine.
- c. EMS provides a warm handoff to the ED or receiving clinic.
- d. EMS **may** provide buprenorphine for patients while waiting for warm handoff to receiving clinic after induction performed by EMS or ED.
- e. CORE EMS partners will coordinate with other EMS agencies within their county to follow up with patients who overdosed and received care from a non-CORE Network EMS provider.

2.3.2.3 **Stabilization/Assessment**

- a. Individual receives treatment at a 24-7 access point.

- b. Treatment options include medication-assisted treatment, which entails, at a minimum, the ability to induct individuals on buprenorphine and issue a prescription for buprenorphine that lasts until their initial appointment with a community-based provider prior to being released from the ED.
- c. Specialty-trained medical staff recommend the care best suited for the individual and a peer navigator facilitates a warm handoff to the receiving clinic for long-term treatment.

#### 2.3.2.4 **Receiving Clinics/Long-term treatment provider**

- a. Individual receives long-term care and wrap around support.
- b. Individual is treated by a team of licensed and certified professionals that specialize in treating addiction.
- c. Services may include long-term management of MAT, therapy, psychiatric services, individualized care coordination, and links to other health services.
- d. Individuals shall receive services to address any identified social service needs.
- e. Ensure implementation of the BAM along with other data requirements.

#### 2.3.2.5 **Warm Handoff and Recovery Support**

- a. Certified Recovery Peer Specialists utilize direct lived experience with SUD and recovery to reduce stigma and increase engagement into services.
- b. Certified Recovery Peer Specialists facilitate warm handoffs to treatment and recovery community organizations.

2.3.3 Collaborate with LSF on the establishment of processes for evaluation, measurement and reporting of qualitative and quantitative metrics for CORE partners as required by DCF.

### 2.4. Required Reporting

2.4.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.4.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

- 2.4.2 **CORE Network Quarterly Narrative Report:** This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter to the LSF Health Systems Network Manager submitted on the Department's template.

2.4.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

- 2.4.3 **CORE Network Data Collection:** This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter, by non-Emergency Medical Services (EMS) and non-Law Enforcement, to the LSF Health Systems Network Manager submitted on the Department's template.

2.4.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

- 2.4.4 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8<sup>th</sup> of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.4.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

- 2.4.5 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.4.5.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

- 2.4.6 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.4.6.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

### **Section 3. Documentation**

#### **3.1. Cost**

- 3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

- 3.1.2 Postage and Reproduction Expenses: Outside vendors' purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.
- 3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.
- 3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

### 3.2. Services Rendered

- 3.2.1 Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.
- 3.2.2 The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

## Section 4. Miscellaneous

### 4.1. Employment Screening

- 4.1.1 As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Contractor shall ensure that all staff, whether employees or independent Contractors, funded through this agreement as reflected in Sections 1.1 and 1.2, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment screening standards in §435.04, 110.1127, and 39.001(2), F. S., including:
  - i. Employment history check,
  - ii. Fingerprinting for all criminal record checks,
  - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
  - iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
  - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
  - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer

immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: <https://www.myflfamilies.com/services/background-screening>.

- 4.1.2 For Law Enforcement who are receiving one time funding: The Contractor is exempt from the requirements in this section.

#### 4.2. Representations

- 4.2.1 The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2 The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that Contractors have the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3 Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

#### 4.3. Terms and Conditions

- 4.3.1 Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

#### 4.4. Health Insurance Portability and Accountability Act

- 4.4.1 The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

#### 4.4.2 Business Associates



4.4.2.1 Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

#### 4.5. Insurance

- 4.5.1 The Contractor shall notify the Network Manager within 30 calendar days if there is a modification to the terms of insurance, including but not limited to, cancellation or modification to policy limits.
- 4.5.2 The Contractor acknowledges that, as an independent contractor, the Contractor at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by § 284.30, F.S.
- 4.5.3 The Contractor shall obtain and provide proof to the Managing Entity of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.4 If any officer, employee, or agent of the Contractor operates a motor vehicle in the course of the performance of its duties under this agreement, the Contractor shall obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.5 The Contractor shall obtain and provide proof to the Managing Entity of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all its employees. If any officer, employee, or agent of the Contractor administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Contractor under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Contractor and all its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.6 The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

- 4.5.7 All such insurance policies of the Contractors, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity and the Department in the reasonable exercise of its judgment.
- 4.5.8 The Contractor will provide the Managing Entity, at the time of the execution of this contract, a Certificate of Insurance indicating general, automobile, and professional liability coverage. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc., d/b/a LSF Health Systems" and "Florida Department of Children and Families" along with the respective facility address as additional insured and certificate holder. The Certificate of Insurance must also contain a waiver of subrogation in favor of "Lutheran Services Florida, Inc., d/b/a LSF Health Systems" and "Florida Department of Children and Families". The Contractor also agrees to indemnify the Managing Entity and the Department from and against any and all costs, claims, judgments suits or liabilities including attorney's fees related to or arising from the Contractor and their performance of services under this contract. This indemnification obligation will survive the termination of this agreement as applicable.
- 4.5.9 All such insurance obtained by the Contractor shall be submitted to and confirmed by the Network Manager on an annual basis.

#### 4.6 Indemnification

- 4.6.1 The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.
- 4.6.2 The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents, or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents, or contractors.

- 4.6.3 The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.
- 4.6.4 LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

#### 4.7 Governing Law and Compliance

##### 4.7.1 Governing Law

The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

##### 4.7.2 Florida Regulatory Governance

This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

##### 4.7.3 Corporate Compliance

During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

##### 4.7.4 General Provisions

Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

#### 4.7.5 Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

#### 4.7.6 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

#### 4.7.7 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

#### 4.7.8 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in the Notice section. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

#### 4.7.9 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

#### 4.7.10 Cancellation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

- 4.8. Any telephone numbers and hyperlinks in this Contract are supplied to put the Contractor on notice, such telephone numbers and hyperlinks existed at the time of this Agreement's entry. It is the Contractor's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Agreement.

The parties' authorized representatives have executed this **nineteen**-page Agreement to be effective this 1<sup>st</sup> day of July 2026, or upon execution.

**Columbia County Board of County  
Commissioners**

**Lutheran Services Florida, Inc. d/b/a LSF Health  
Systems**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

Dr. Christine Cauffield CEO  
\_\_\_\_\_  
Printed Name Title

**The parties agree that any future amendment(s) replacing this page will not affect the above execution.**

Federal Tax ID # (or SSN): 59-6000564

Contractor FY Ending Date: 9/30

## **ATTACHMENT IV**

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

### **Section 1. Definitions**

#### **1.1 Catch-all definitions:**

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### **1.2 Specific definitions:**

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

### **Section 2. Obligations and Activities of Business Associate**

#### **2.1 Business Associate agrees to:**

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

- civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CFR 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;
  - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, 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. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 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, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).
  - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR 164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR 164.501, 45 CFR 164.508 and 45 CFR 164.514.



#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify Business Associate of any limitation 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 Covered entity shall notify Business Associate 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 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.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment 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:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 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;
- 5.2.1.4 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 paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing 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.
  - 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.