

CONTRACT REVIEW FORM ("CRF")

APPROVED

Pending comments are addressed

200151

BOARD MEETING DATE:
8-8-2020
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 6-29-2020

Contract Initiator (Name of Person Overseeing the Contract): KRISTIN REISER

Telephone Number: 904-336-6884

School/Department Submitting Contract:

Climate & Culture

(190068)

Vendor/Contractor Name:

Clay Department of Health

Contract Title: School Health Service Agreement.

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: 1 year Renewal Option(s):

Contract Cost: N/A Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source: N/A Purchase Requisition No.:

Strategic Plan Tie-in Explanation:

Pre-Approved by Superintendent or Designee? Yes ___ No ___

Additional Information:

Service Agreement between Clay County Health Department and Clay County District Schools
SBAO

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

RECEIVED
R 7/6/20

Completed Contract Review Form

SBAO Template Contract or other Contract (with all basic and mandatory terms)

SIGNED 2018 Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an additional insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

(If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage).

Approvals

Department	Approved	Denied	Comments
Purchasing Department	Approved	Denied	No cost. Do every year
Review Date: 6/30/2020	BFS		Who should be contact for the District?
Risk Management Department	Approved	Denied	Add Contact Kristin Reiser to page 7
Review Date: 7/20/20	STB		OR write change in p 7 - sec
School Board Attorney	Approved	Denied	stakey note
Review Date:			
Information & Technology Dept.	Approved	Denied	
Review Date:			
Business Affairs Division	Approved	Denied	
Review Date:			

RECEIVED

JUN 29 2020

PURCHASING



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named Insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the Insured seeking such benefits and any suit against the Insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the Insured in order to determine the legal liability of the Insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the Insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the Insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) **Volunteer** - Any person who of his own free will, provides goods or services to the named Insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) **Automobile** - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled:
 - (1) not subject to motor vehicle registration, or

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any Insured, or
 - (2) any other automobile operated by any person in the course of his employment by any Insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named Insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any Insured;
- (b) to any action which may be brought against the named Insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the Insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the Insured;
- (e) to property damage to premises alienated by the Insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement;
 - (2) the failure of the named Insured's products, or work performed by or on behalf of the named Insured to meet the level of performance, quality fitness, or durability warranted or represented by the named Insured;
- (g) to property damage to the named Insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named Insured arising out of the work or any portion

- (j) thereof or out of materials, parts, or equipment furnished in connection therewith;
- (k) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (l) to punitive damages;
- (m) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (n) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (o) to liability related in any way with nuclear energy;
- (p) to liability assumed by the Insured under any contract or agreement;
- (q) to final judgments in which the Insured has been determined to have caused the harm intentionally;
- (r) to awards for injunctive, declaratory, or prospective relief rendered against an Insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the Insured and 20% is based on the changes in risk exposures (employees, etc.) of an Insured. The premium must be paid promptly by an Insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the Insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the Insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the Injured and all known witnesses, shall immediately be given by or for the Insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the Insured, the Insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the Insured to advise the Fund of a claim or suit prior to a settlement agreement or the Insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The Insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which coverage is afforded under this certificate, and the Insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) **Action Against the Fund**

No action shall lie against the Fund unless, as a condition precedent thereto, the Insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) **Severability of Interest**

The term "the Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limits of the Fund's liability.

(6) **Limits of Liability**

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) **Other Insurance**

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) **Terms of Coverage**

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) **Cancellation**

Failure of the Fund to receive the amount of premiums billed to the Insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the Insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

School Health Services Agreement
Between The
State of Florida, Department of Health,
Clay County Health Department
And The
Clay County District Schools

This AGREEMENT is between the STATE OF FLORIDA, DEPARTMENT OF HEALTH, CLAY COUNTY HEALTH DEPARTMENT, hereinafter referred to as "DOH-CLAY," 1305 Idlewild Avenue, Green Cove Springs, Florida, and the CLAY COUNTY DISTRICT SCHOOLS, hereinafter referred to as "CLAY COUNTY DISTRICT SCHOOLS," 900 Walnut Street, Green Cove Springs, Florida, as the governmental agency with jurisdiction over all Clay County District Schools.

The purpose of this Agreement is to establish the terms and conditions under which the DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS shall deliver or perform the following school health services for the 2020 - 2021 school year.

The term of this Agreement shall begin on the 1st day of July 2020 and shall end on the 30th day of June 2021.

The DOH-CLAY shall deliver the following services under this Agreement:

- a) The DOH-CLAY will provide school health services oversight. Oversight shall be defined as monitoring the compliance of the School Health Services Plan.
- b) The DOH-CLAY will perform annual school health services program reviews of all Clay County Public School Health Services Programs and share the results with the DOH School Health Coordinator, health room personnel, the principal and the Coordinator of Nursing Services.
 - 1) If opportunities for improvement are identified, a process improvement plan will be requested from the school. Process improvement plans (PIPs) should be completed by the CLAY COUNTY DISTRICT SCHOOLS for all identified deficiencies and returned to DOH-CLAY within 15 days of the receipt of the noted deficiencies. A second review and or follow up will be conducted by the DOH-CLAY, within 15 days of the receipt of the performance improvement plan, if deficiencies are noted.
 - 2) In the absence of a school health nurse, a CLAY COUNTY DISTRICT SCHOOLS, district nurse will be present during the duration of the school health services program reviews, which includes a records review for school health entry requirements.
- c) The DOH-CLAY will provide consultative and support services to qualified health room personnel. Support services shall include:
 - 1) Periodic visits by the DOH-CLAY nurses to meet with records and health room personnel.
 - 2) Record audits via the school district database(s) for compliance with school health entry and records requirements.
 - 3) Communicate with the records personnel, health room personnel, and the principal on the status of record audits.
 - 4) Assist school personnel to identify the physical, social and emotional needs of students.
- d) The DOH-CLAY will provide protocols for health services under the medical direction of a licensed Florida physician functioning under the Administrator/Health Officer of the DOH-CLAY.
- e) The DOH-CLAY will provide four (4) hours of orientation, at the Florida Department of Health in Clay County, administrative office, to new school health room personnel, new school health room relief staff, and new school health room substitutes.
- f) The DOH-CLAY will assure that DOH-CLAY nurses work according to the Florida Nurse Practice Act

and be licensed as a RN in accordance with Chapter 464, Florida Statutes (F.S.).

- g) The DOH-CLAY will provide orientation on school health entry requirements to new records personnel and refreshers for current records staff, upon request.
- h) The DOH-CLAY will assure that DOH-CLAY nurses have documented knowledge of pediatrics and growth and developmental training.
- i) The DOH-CLAY will assure that a DOH-CLAY nurse is assigned to each Clay County School to provide school health services oversight.
- j) The DOH-CLAY will notify the CLAY COUNTY DISTRICT SCHOOLS within 5 days of any school health assignment or personnel changes.
- k) The DOH-CLAY will assure that DOH-CLAY staff adhere to all applicable confidentiality laws, both federal and state, governing school and health records.
- l) The DOH-CLAY will assure that their staff meets Level 2 background screening as required by s.1012.465, F.S. and pursuant to Chapter 435, F.S.
- m) The DOH-CLAY will be responsible for the supervision of DOH-CLAY nurses and/or agents assigned to provide services under this Agreement.

The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS shall jointly deliver the following services under this Agreement:

- a) Complete student health screenings as per current Florida law and administrative code, s. 381.0056 F.S. and rule 64F-6.003 F.A.C.
 - 1) The CLAY COUNTY DISTRICT SCHOOLS will submit mandatory health screening dates in writing to DOH-CLAY by October 9, 2020. If the CLAY COUNTY DISTRICT SCHOOLS is needing DOH-CLAY staffing or screening resources, including loaned equipment and supplies, this will be requested in writing by October 9, 2020. DOH-CLAY will assist with screening, as available.
 - 2) The DOH-CLAY will deliver requested screening equipment and supplies to the school on the date of the scheduled screening. The CLAY COUNTY DISTRICT SCHOOLS can make arrangements with the DOH-CLAY assigned nurse to pick-up equipment and supplies in advance. DOH-CLAY screening equipment will be assigned to schools based on the earliest date of request and resource availability. DOH-CLAY may need assistance with delivered equipment and supplies from their vehicle into the school buildings. Upon completion of the screenings they may need assistance placing the equipment and supplies into their vehicle. The CLAY COUNTY DISTRICT SCHOOLS will provide this assistance, if requested.
 - 3) The CLAY COUNTY DISTRICT SCHOOLS will provide one school health nurse (with no other assigned duties) for the duration of the screening, as well as other staff and volunteers, to ensure the appropriate number of qualified personnel is available to conduct each screening session. DOH-CLAY cannot support the screening unless the required one CLAY COUNTY DISTRICT SCHOOLS nurse and sufficient volunteers are on site for the event. In the absence of a school health nurse, a CLAY COUNTY DISTRICT SCHOOLS, district nurse will be assigned to the screening (with assistance from the schools assigned DOH-CLAY school nurse, as available.) Screening timeliness and responsibilities should still be met by the CLAY COUNTY DISTRICT SCHOOLS.
 - 4) The CLAY COUNTY DISTRICT SCHOOLS agrees to reschedule the screening if the predetermined appropriate number of qualified personnel (staff and volunteers) needed for the screening is not available.
 - 5) The CLAY COUNTY DISTRICT SCHOOLS will complete screenings, and all rescreens by

November 20, 2020.

- 6) The CLAY COUNTY DISTRICT SCHOOLS will input screening results into the School District Database System by December 4, 2020.
- 7) The DOH-CLAY will collect screening results using the School District Data Base System. The DOH-CLAY will input initial screening data into the Department of Health (DOH), Health Management System (HMS) by January 15, 2021.
- 8) The CLAY COUNTY DISTRICT SCHOOLS will provide student screening report card results to parents/guardians by December 18, 2020. The CLAY COUNTY DISTRICT SCHOOLS will send home a health report card with the mandated health screening results, as per s. 381.0056, F.S., including the results for students that did not pass, with referral information for the parents/guardian. This will be considered the first attempt to contact the parents/guardian of any students who have been identified to have an abnormal screening.
- 9) The CLAY COUNTY DISTRICT SCHOOLS will forward initial screening outcomes to the DOH-CLAY by January 18, 2021, from the responses of the health reports, for those students who failed a health screening.
- 10) The DOH-CLAY will conduct one follow-up attempt, by letter, to reach the parents/guardian of the students who did not pass a health screening (BMI, Hearing, Vision, Scoliosis) and parents/guardian have not responded to the 1st attempt to contact initiated by the CLAY COUNTY DISTRICT SCHOOLS. These letters will be given to the CLAY COUNTY DISTRICT SCHOOLS for distribution to the parents/guardian. DOH-CLAY will forward the letters to the CLAY COUNTY DISTRICT SCHOOLS for distribution by February 8, 2021.
- 11) The CLAY COUNTY DISTRICT SCHOOLS will forward final screening outcomes to the DOH-CLAY by March 22, 2021, from the responses of the health reports and or letter, for those students who failed a health screening.
- 12) The DOH-CLAY will input all screening outcomes into HMS by June 21, 2021.
- 13) The CLAY COUNTY DISTRICT SCHOOLS will conduct vision and hearing screenings for ESE students and students new to Clay County, Florida (KG-5).
- b) The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS will provide an annual School Health Services Program update training prior to the start of the school year. The agenda will be developed jointly.
 - 1) The CLAY COUNTY DISTRICT SCHOOLS will assure attendance of all school health room personnel, school health room relief personnel, school health room substitutes, ESE nurses and the Coordinator of Nursing Services.
 - 2) The DOH-CLAY will assure attendance of all DOH-CLAY school nurses and the School Health Coordinator.
- c) The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS will review the School Health Services Plan every year and amend it, as needed. The DOH-CLAY and CLAY COUNTY DISTRICT SCHOOLS will update the School Health Services Plan every two (2) years as required by s. 381.0056 F.S. and Florida School Health Administrative Resource Manual (2017), Chapter 1. The plan will be updated and ready for signatures by August 1st of the year it is due. The DOH-CLAY will submit the School Health Services Plan to the School Health Program Office in Tallahassee by September 15th, of the year it is due. (The next plan is due in 2020).
- d) On or before the 5th day of each month during the school calendar year, the CLAY COUNTY DISTRICT SCHOOLS will submit to the DOH-CLAY the prior month's school health services data for the following reports:

- 1) Yearly Health Room Activity Log
 - 2) Monthly Outcome Disposition Report
 - 3) Monthly Screening Statistics
 - 4) Health Education Classes Taught in Basic, Full Service and Comprehensive Schools
- e) The DOH-CLAY will input the previous month's school health services data in the state's health management reporting system (HMS) by the 15th of the following month.
- f) The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS will act collectively, with the community, to advise the school district on aspects of a Coordinated School Health approach. The DOH-CLAY and CLAY COUNTY DISTRICT SCHOOLS will work collaboratively in the coordinating and planning of the School Health Wellness Advisory Council (SHWAC) meetings as required by s. 381.0056, F.S., Florida School Health Administrative Resource Manual (2017), Chapter 1, and SHWAC Bylaws.
- 1) The SHWAC will hold quarterly meetings.
 - 2) The CLAY COUNTY DISTRICT SCHOOLS shall appoint one of its members to serve as the liaison to the SHWAC, as per the SHWAC Bylaws.
 - 3) Staff support to the SHWAC shall be provided by the CLAY COUNTY DISTRICT SCHOOLS and other Clay County District School Staff, as needed, as per the SHWAC Bylaws.
- g) The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS will review the Clay County School Health Services Manual every two (2) years and update it, as needed.
- 1) The DOH-CLAY will present updates to the CLAY COUNTY DISTRICT SCHOOLS by July 1st, the year it is due. (Next year due is 2022)
 - 2) The CLAY COUNTY DISTRICT SCHOOLS will present documentation to the DOH-CLAY that the School Health Services Manual was approved by August 15th, the year it is due.
- h) The CLAY COUNTY DISTRICT SCHOOLS will update all required forms for the School Health Services Program, on an annual basis and/or, as needed. The DOH-CLAY, can provide consultative support, as needed. The CLAY COUNTY DISTRICT SCHOOLS will inform DOH-CLAY of any changes to the forms, as well as provide DOH-CLAY access to the forms; so they can be included in the School Health Services Manual and the DOH-CLAY website links.
- i) The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS will follow all protocols, guidelines and procedures outlined in the Clay County School Health Services Manual.
- j) The CLAY COUNTY DISTRICT SCHOOLS will prepare Individual Plans of Care, Emergency Action Plans and Child Specific Training, within 30 days of an identified need. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with DOH for fee for service.
- k) The CLAY COUNTY DISTRICT SCHOOLS will provide medication administration training and medication skills verification for unlicensed staff administering medications.
- l) The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS will comply with the Florida School Health Administrative Resource Manual (2017).
- m) The CLAY COUNTY DISTRICT SCHOOLS will work collaboratively with the DOH-CLAY to collect the data for the Annual School Health Report. If the data collected below is modified by Central Office, mid-year, required data will be submitted to DOH-CLAY by the CLAY COUNTY DISTRICT SCHOOLS. The following data will be forwarded to the DOH-CLAY by the CLAY COUNTY DISTRICT SCHOOLS by June 30, 2021:
- 1) School District Contact Information
 - 2) Overview of Schools and Students

- 3) Types of Health Conditions
 - 4) Number of Students Needing Medication and/or Procedures
 - 5) School Health Disposition of Room/Clinic Visits
 - 6) Student Referrals
 - 7) Health Education Classes
 - 8) In-Kind Services
 - 9) Schools with Any Health Staff On-Site Full-Time
 - 10) Schools with a Registered Nurse On-Site Full-Time
 - 11) Community / Public-Private Partners Providing Staff or Funds for the Partner Staff
 - 12) School Health Staffing
 - 13) School District Expenditures for School Health Services and Health Education
 - 14) Community and Public-Private Partner Expenditures for School Health Services and Health Education
 - 15) Accomplishments and Challenges
 - 16) Medications Administered to Students & Health Procedures Performed (obtained from health room personnel)
 - 17) Number of Care Plans Written by Condition (obtained from health room personnel)
- n) The DOH-CLAY will compile the data collected from the CLAY COUNTY DISTRICT SCHOOLS and will complete the Annual School Health Report for 2020-2021 school year and submit to School Health Program Office in Tallahassee by August 15, 2021.

The CLAY COUNTY DISTRICT SCHOOLS shall deliver the following services under this Agreement:

- a) The CLAY COUNTY DISTRICT SCHOOLS will exercise control over the administrative aspects of the School Health Services Program to ensure that the delivery of health services is coordinated with and supportive of the primary role of the school system - the education of the child.
- b) The CLAY COUNTY DISTRICT SCHOOLS will ensure that each public school within the district has a minimum of one licensed nurse (i.e. RN, LPN) to provide basic school health services. DOH-CLAY recommends one professional nurse (RN) in each school health room, including the charter schools.
- c) The CLAY COUNTY DISTRICT SCHOOLS will ensure that all persons staffing the health room and at least two (2) school staff members, excluding health room personnel, are currently certified by a nationally recognized certifying agency to provide first aid and cardiopulmonary resuscitation (CPR) as required by Chapter 64F-6.004, F.A.C. and Florida School Health Administrative Resource Manual (2017), Chapter 9.
- d) The CLAY COUNTY DISTRICT SCHOOLS will ensure that at least two (2) school staff members, excluding health room personnel, are trained in the administration of medication and provision of medical services as required by s. 1006.062, F.S. and Chapter 64F-6.004, F.A.C. Such staff members will serve as health room relief/ unlicensed assistive personnel (UAP).
- e) The CLAY COUNTY DISTRICT SCHOOLS will update annually each student's emergency information card, as required by Florida Administrative Code 64F-6.004 Meeting Emergency Health Needs and Florida School Health Administrative Resource Manual (2017), Chapter 9. Per the School Health Services Program Scope of Work, each student should have an emergency information form for the current school year, and it should be accessible to the health room staff by September 30.
- f) It is the responsibility of the CLAY COUNTY DISTRICT SCHOOLS principal to assure that all students produce evidence of immunization and such physicals and other health records which are required for admittance to Florida public schools, as required by s. 1003.22 F.S. and Florida School Health Administrative Resource Manual (2017), Chapter 11. The CLAY COUNTY DISTRICT SCHOOLS will follow-up with parents of students out of compliance to assure school entry requirements are satisfied. All records personnel and health room personnel will register with Florida SHOTS for access to DOH Form 680.

- g) The CLAY COUNTY DISTRICT SCHOOLS will notify (written/electronic) parents or guardians, within 30 days of the start of the school year that their children, who are students, will receive specified health services as provided for in the local School Health Services Plan. This information includes the ability for the parents/guardian to complete an opt-out/ opt-in form for school health services.
- h) The CLAY COUNTY DISTRICT SCHOOLS will assure adequate physical facilities, health room supplies, office supplies, and equipment for school health services are available at each school as defined in State Requirements for Educational Facilities, s. 381.0056(5)(b), F.S., and Chapter 64F-6.004, F.A.C.
- i) The CLAY COUNTY DISTRICT SCHOOLS will attend Individualized Education Plan (IEP) and 504 plan meetings. If an RN is requested at a given meeting, the CLAY COUNTY DISTRICT SCHOOLS will provide a school district registered school nurse.
- j) The CLAY COUNTY DISTRICT SCHOOLS will review student health records for five percent of students by September 30, forty five percent of students by December 31, and ninety percent of students by March 31.
- k) The CLAY COUNTY DISTRICT SCHOOLS will assure that CLAY COUNTY DISTRICT SCHOOLS nurses work within the scope of their practice, according to the Florida Nurse Practice Act and be licensed as an RN or LPN in accordance with Florida Statute 464.
- l) The CLAY COUNTY DISTRICT SCHOOLS shall include health education as part of the comprehensive plan for the school district as per s 381.0056, F.S.
- m) The CLAY COUNTY DISTRICT SCHOOLS will review student health records for five percent of students by September 30, forty five percent of students by December 31, and ninety percent of students by March 31.

The DOH-CLAY and the CLAY COUNTY DISTRICT SCHOOLS further jointly agree:

- a) Confidentiality. The DOH-CLAY and CLAY COUNTY DISTRICT SCHOOLS shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. The DOH-CLAY shall only be entitled to receive records and information from the CLAY COUNTY DISTRICT SCHOOLS which can be lawfully made available to DOH-CLAY, and the DOH-CLAY shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the CLAY COUNTY DISTRICT SCHOOLS and which is necessary for the DOH-CLAY to deliver the services required hereunder. For this Agreement, the DOH-CLAY staff must have access to paper and electronic records pertaining to or supporting the delivery of school health services to include but not necessarily be limited to the Cumulative Health Record of each student, names of students involved in Free and Reduced Lunch Program, and students enrolled in Medicaid.
- b) Independent Agents. No relationship of employer/employee, principal agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
- c) Insurance/Indemnification. Each party shall be responsible for the liabilities of their respective agents, servants and employees. The CLAY COUNTY DISTRICT SCHOOLS and the DOH-CLAY are self-insured, and their agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.
- d) Modification. This Agreement may be modified from time to time but only in writing and by mutual consent of the parties hereto.

e) Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, The CLAY COUNTY DISTRICT SCHOOLS hereby authorizes its Superintendent of Schools or designee to work with the Administrator/Health Officer of the DOH-CLAY to resolve any such disputes. If the Superintendent of Schools or designee and the Administrator/Health Officer are unable to resolve the dispute, the matter shall be referred to the CLAY COUNTY DISTRICT SCHOOLS who may elect to terminate the agreement with appropriate notice to the DOH-CLAY, as provided below.

f) Termination. This Agreement may be terminated, by either party, with or without cause, upon thirty (30) days written notice to the other.

g) The contact person for each party are as follows:

For DOH-CLAY:

Jacqueline Copeland, BSN, RN
Senior Community Health Nursing Supervisor/
School Health Coordinator
Florida Department of Health in Clay County
1305 Idlewild Avenue
Green Cove Springs, FL 32043

For CLAY COUNTY DISTRICT SCHOOLS:

Kristin Riebe, AA/AS, RN
Coordinator of Nursing Services
Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32054

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year indicated below.

STATE OF FLORIDA, DEPARTMENT OF HEALTH
CLAY COUNTY HEALTH DEPARTMENT

Heather Huffman, MS, RDN, LD/N, IBCLC
Administrator

Date

CLAY COUNTY DISTRICT SCHOOLS

Carol Studdard
Board Chair

Date