

☒ APPROVED

180176 C25

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
 BS: 9-7-2017
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
 ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/21/2017

Contact Name (Person Overseeing the Contract): Michael McAuley Telephone Number: 529-4495

School/Department Submitting Contract: Climate and Culture

Vendor Name: Clay County Health Department

Contract Title: General Health Services Agreement between Clay DOH and CCS

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐

Date Original Contract Approved: 7/17/2012 Prior Year's Pricing: 0

Contract Term: Yearly Renewal Option(s):

Contract Cost: 0 Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: 0

Strategic Plan Tie-in Explanation: N/A

Background/Discussion/Research/Alternatives: Clay County Health Department acts as an agent of the Department of Health Florida. This organization/agency governs all medical rules, school clinics, immunizations and school health issues.

RECEIVED
 AUG 23 2017
 PURCHASING

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

- ☒ Completed Contract Review Form
- ☒ Original Contract and all Terms & Conditions that apply with the Contract
- ☒ SIGNED SBCC Addendum A *

*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)

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

COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	
Review Date:			
Information & Technology:	Approved	Denied	
Review Date:			
Finance:	Approved	Denied	
Review Date:			
Insurance Certificate:	Approved	Denied	
Review Date:			
Purchasing:	Approved	Denied	
Review Date:			

**School Health Services Agreement
between the
State of Florida, Department of Health,
Clay County Health Department
and the
School Board of Clay County**

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 SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD," 900 Walnut Street, Green Cove Springs, Florida, as the governmental agency with jurisdiction over Clay County District Schools.

The purpose of this Agreement is to establish the terms and conditions under which the DOH-CLAY and the SCHOOL BOARD shall deliver or perform the following school health services for the 2017 - 2018 school year. The term of this Agreement shall begin on the 1st day of July, 2017 and shall end on the 30th day of June, 2018.

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

- a) DOH-CLAY will provide school health services oversight. Oversight shall be defined as monitoring the compliance of the School Health Services Plan.
- b) DOH-CLAY will perform annual health room reviews of all Clay County Public School Health Services Programs as funding permits and share the results with the principal of that school and the Supervisor of Student Services.
 - 1) If opportunities for improvement are identified, a second review may be conducted by DOH-CLAY, within 30 days of the initial review.
- c) DOH-CLAY will provide consultative and support services to qualified health room personnel to assist school personnel to identify the physical, social and emotional needs of students.
- d) DOH-CLAY will provide protocols for health services under the medical direction of a licensed Florida physician functioning under the Administrator/Health Officer of DOH-CLAY.
- e) DOH-CLAY will provide education services and/or materials to comprehensive schools, as funding permits, and as each individual school requests.
- f) DOH-CLAY will provide four (4) hours of orientation at DOH-CLAY administrative office to new school health room personnel and new school health room substitutes (UAPs).
- g) DOH-CLAY will assure that its nurses work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as a RN in accordance with Florida Statute 464.
- h) DOH-CLAY will provide orientation on school entry requirements to new records personnel.
- i) DOH-CLAY will conduct record audits via the school district database system for compliance of school entry requirements.
 - 1) DOH-Clay will communicate with the records personnel or health room personnel on the status of those record audits for any records that are out of compliance for school entry.
- j) DOH-CLAY will assure that its nurses have documented knowledge of pediatrics and growth and

developmental training.

- k) DOH-CLAY will assure that one of its nurses is assigned to each Clay County School to provide school health services oversight.
- l) DOH-CLAY will assure that their staff adhere to all applicable confidentiality laws, both federal and state governing school and health records.
- m) 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.
- n) DOH-CLAY will be responsible for the supervision of all its school health personnel and/or agents assigned to provide services under this Agreement.

DOH-CLAY and the SCHOOL BOARD shall jointly deliver the following services under this Agreement:

- a) Complete student health screenings as per current Florida law and administrative code, section 381.0056 F.S. and rule 64F-6.003 F.A.C.
 - 1) DOH-CLAY will offer screening equipment/supplies, as available, and if requested by the school.
 - 2) DOH-CLAY will deliver available screening equipment to the school on the date of the screening or in advance of the screening, as time permits.
 - 3) DOH-CLAY will provide one (1) oversight nurse, if requested and as available.
 - 4) On the day of the screening, DOH-CLAY and SCHOOL BOARD will train all volunteers.
 - 5) SCHOOL BOARD will provide one school health nurse 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.
 - 6) SCHOOL BOARD will schedule the screening date at each school and the DOH-CLAY will be notified of same by October 15, 2017.
 - 7) SCHOOL BOARD and DOH-CLAY will complete screenings and rescreenings by December 6, 2017.
 - 8) SCHOOL BOARD will input screening results into the School District Database System by December 13, 2017.
 - 9) SCHOOL BOARD will provide student screening results to parents.
 - SCHOOL BOARD will send the 1st letter of notification to the parents of the students who failed a health screening (BMI, Hearing, Vision, Scoliosis), within 1 month post screenings and rescreens.
 - SCHOOL BOARD will send a 2nd letter of notification one month after the 1st letter is sent to the parents of the students who failed a health screening (BMI, Hearing, Vision, Scoliosis) and have not responded to the 1st notification letter.
 - 10) SCHOOL BOARD will forward screening outcomes to DOH-CLAY by April 16, 2018.

- 11) DOH-CLAY will conduct the 3rd notification via telephone call to the parents of the students who fail a health screening (BMI, Hearing, Vision, Scoliosis) and have not responded to the 2nd notification letter. The 3rd notification will be completed by June 30, 2018.
 - 12) DOH-CLAY will collect screening results using the School District Data Base System. DOH-CLAY will input initial screening data into the Department of Health (DOH), Health Management System (HMS) by January 22, 2018. DOH-CLAY will input all screening outcomes into HMS by June 30, 2018.
- b) DOH-CLAY and the SCHOOL BOARD will provide an annual School Health Services update training prior to the start of the school year.
- 1) SCHOOL BOARD will assure attendance of its school health nurses, school health room personnel, and the school health services supervisor and or liaison.
 - 2) DOH-CLAY will assure attendance of its school health nurses and the school health coordinator.
- c) DOH-CLAY and the SCHOOL BOARD will update the School Health Services Plan every two (2) years as required by s. 381.0056 F.S. and Florida School Health Administrative Guidelines Section IV Chapter 16- 5. The plan will be updated and ready for signatures by August 1st of the year it is due. 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.
- d) On or before the 5th day of the month, the SCHOOL BOARD will submit to 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 Comprehensive Schools
- e) 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) DOH-CLAY and the SCHOOL BOARD will share equally in the coordinating and planning of the School Health Advisory Committee (SHAC) Meetings as required by s.381.0056, F.S. and Florida School Health Administrative Guidelines Section IV, Chapter 20-1.
- 1) The SHAC will meet at least 4 times per year.
- g) DOH-CLAY and the SCHOOL BOARD will review the School Health Services Manual every two (2) years and update it, as needed.
- 1) DOH-CLAY will present updates to the SCHOOL BOARD by July 17, 2017.
 - 2) SCHOOL BOARD will present documentation to DOH-CLAY that the School Health Services Manual was approved by August 15, 2017.
- h) SCHOOL BOARD will submit the following (FTE Week) data to DOH-CLAY by March 5, 2018 for the School Health Services Annual Report Portal (SHARP):
- 1) Student visits to the school health room
 - 2) Medications administered (by route)
 - 3) Health procedures performed

- i) DOH-CLAY and the SCHOOL BOARD will follow all protocols, guidelines and procedures outlined in the Clay County School Health Services Manual.
- j) DOH-CLAY nurse or the SCHOOL BOARD nurse will create individualized health care plans (IHCP) & emergency action plans (EAP) in schools without a RN. IHCPs and EAPs will be created for students with chronic health conditions as per Florida School Health Administrative Guidelines Section III, Chapter 6-1.
- k) SCHOOL BOARD RN will perform child specific training with unlicensed assistant personnel (UAP), as needed. DOH-CLAY RN, the SCHOOL BOARD RN or appropriate licensed personnel from the child's medical provider will perform child specific training for unlicensed assistant personnel for schools without a RN per s. 1006.062, F. S. and Florida School Health Administrative Guidelines Section III, Chapter 1 - 2-3.
- l) DOH-CLAY and the SCHOOL BOARD will comply with the Florida School Health Administrative Guidelines.
- m) SCHOOL BOARD will work collaboratively with DOH-CLAY to collect the data for the School Health Services Annual Report Portal (SHARP). The following data will be forwarded to DOH-CLAY by the SCHOOL BOARD by June 30, 2018:
 - 1) School district contact information
 - 2) Types of health conditions
 - 3) Social interactions in comprehensive schools
 - 4) In kind services provides at full service schools
 - 5) School district expenditures for health services and health education in schools
 - 6) Accomplishments and challenges
 - 7) Medications administered & health procedures performed (obtained from health room personnel)
 - 8) Care plans written (obtained from health room personnel)
- n) DOH-CLAY will complete the School Health Services Annual Report for 2016-2017 school year and submit to School Health Program Office in Tallahassee by August 15, 2017.

The SCHOOL BOARD shall deliver the following services under this Agreement:

- a) SCHOOL BOARD will ensure that each public school within the district has a minimum of one licensed health professional (i.e. RN, LPN) to provide basic school health services.
- b) SCHOOL BOARD 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 Guidelines, Section III, Chapter 7-3.
- c) SCHOOL BOARD 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 1006.062 F.S. Such staff members will serve as health room relief.
- d) SCHOOL BOARD will annually update each student's emergency information card, as required by Florida Administrative Code 64F-6.004 Meeting Emergency Health Needs and Florida School Health Administrative Guidelines Section III, Chapter 7 -1.
- e) It is the responsibility of the SCHOOL BOARD 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 1003.22 F.S. and Florida School Health Administrative Guidelines Section III, Chapter 9-1. SCHOOL BOARD 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.

- f) SCHOOL BOARD will notify parents or guardians in writing at the beginning of each school year that their children, who are students, will receive specified health services as provided for in the local School Health Services Plan.
- g) SCHOOL BOARD 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(7), F. S., and Chapter 64F-6.004, F.A.C.
- h) SCHOOL BOARD 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.
- i) SCHOOL BOARD will attend Individualized Education Plan (IEP) and 504 plan meetings. If an RN is requested at a given meeting, the SCHOOL BOARD will make arrangements for coverage by a school district registered school nurse.
- j) SCHOOL BOARD will provide all other school health trainings as needed including blood borne pathogens, other health services meetings, bus driver, etc.
- k) SCHOOL BOARD will assure that their nurses work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as an RN or LPN in accordance with Florida Statute 464.
- l) SCHOOL BOARD will provide written feedback on all identified deficiencies noted on the annual health room review of all Clay County Public Schools. An improvement plan will be created by the SCHOOL BOARD and shared with DOH-CLAY within 15 days of the initial health room review.

DOH-CLAY and the SCHOOL BOARD further jointly agree:

- a) Confidentiality. DOH-CLAY and SCHOOL BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. DOH-CLAY shall only be entitled to receive records and information from the SCHOOL BOARD which can be lawfully made available to DOH-CLAY, and 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 SCHOOL BOARD and which is necessary for DOH-CLAY to deliver the services required hereunder. For this Agreement, 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. That 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. That each party shall be responsible for the liabilities of their respective agents, servants and employees. The SCHOOL BOARD and 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

- 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 SCHOOL BOARD hereby authorizes its Superintendent of Schools or designee to work with the Administrator/Health Officer of DOH-CLAY to resolve any such disputes. In the event that the Superintendent of Schools or designee and the Administrator/Health Officer are unable to resolve the dispute, the matter shall be referred to the SCHOOL BOARD who may elect to terminate the agreement with appropriate notice to 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.

The contact persons for each party are as follows:

Clay County Health Department
Heather Huffman, Administrator/Health Officer
1305 Idlewild Avenue
Green Cove Springs, FL 32043

School Board of Clay County
Janice Kerekes, Chair
900 Walnut Street
Green Cove Springs, FL 32043

STATE OF FLORIDA
DEPARTMENT OF HEALTH
CLAY COUNTY HEALTH DEPARTMENT

SCHOOL BOARD OF CLAY COUNTY

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

Janice Kerekes, Board Chair

Date: _____

Date: _____



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-8300

General Liability
Certificate of Coverage

Name Insured: Department of Health

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person ✓
\$300,000.00 each occurrence ✓

Inception Date: July 1, 2017

Expiration Date: July 1, 2018

A handwritten signature in black ink, appearing to read "Jeff Stivala".

CHIEF FINANCIAL OFFICER



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

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

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

- thereof, or out of materials, parts, or equipment furnished in connection therewith;
- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) 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;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) 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.