

#190071

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| CONTRACT REVIEW FORM ("CRF") | BOARD MEETING DATE: <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED</small> |
|-------------------------------------|---|

Date Submitted: 9/6/2018

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| Contract Initiator (Name of Person Overseeing the Contract): Kelly Mosley, CTE Supervisor | Telephone Number: 904-336-4503 |
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School/Department Submitting Contract: **CTE - 9002**

Vendor/Contractor Name: **Penney Retirement Community, Inc.**

Contract Title: **Clinical Education Affiliation Agreement**

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

Contract Term: 1 year Renewal Option(s): automatic renewal

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

N/A N/A

Funding Source: N/A Purchase Requisition No.: N/A

Strategic Plan Tie-in Explanation: It a goal of the CTE Department to expand hands-on opportunities for CCSD students as well as further engaging the business community.

Pre-Approved by Superintendent or Designee? Yes YES No _____

Additional Information:
 The Certified Nursing Assistant (CNA) industry certification requires students to participate in clinical hours an assisted living facility to earn their CNA certification. PRC allows CTE students to do these clinical hours at their facility. Industry certifications prepare students for college and careers, provide bonus funding for CTE programs, and contribute to each school's grade from FLDOE.

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

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].

| <u>Approvals</u> | <u>Comments</u> | | |
|---|-----------------|--------|--|
| Purchasing Department | Approved | Denied | |
| Review Date: | | | |
| Risk Management Department | Approved | Denied | |
| Review Date: | | | |
| School Board Attorney | Approved | Denied | |
| Review Date: | | | |
| Information & Technology Dept. | Approved | Denied | |
| Review Date: | | | |
| Other: | Approved | Denied | |
| Review Date: | | | |

Clinical Education Affiliation Agreement between School Board of Clay County and

Pavilion for Health Care

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (this "Agreement")

entered into this 26 day of July, 2018 (the "Effective Date"), by and between The School Board of Clay County, Florida, whose principal address is 900 Walnut Street, Green Cove Springs, Florida 32043 ("School"), and Pavilion for Health Care ("Facility"), whose address is 1 Pavilion Place Penny Farms, FL 32079.

WITNESSETH:

WHEREAS, School and Facility desire that the public interest be served by ensuring a continuing source of competent health care professionals;

WHEREAS, School desires that School students ("Students") enrolled in those certain health-related programs offered by School set forth on Exhibit A attached hereto obtain clinical experience at Facility;

WHEREAS, Facility is willing to provide the necessary facilities for such clinical experience for Students; and

WHEREAS, the parties acknowledge and agree that use of the term "Facility" throughout this Agreement shall apply only to such Facility as the context may require.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Program.

Subject to the terms of this Agreement, School and Facility agree that they each have the option, but not the obligation, of having Students participate in clinical training at Facility, which training will be planned and implemented, with the assistance of Facility staff, by faculty members of School (the "Program"). The number of Students to participate in the Program at any one time, and the schedule of hours for such Program shall be mutually agreed upon by the parties hereto throughout the term of this Agreement. School shall assign full-time faculty or other qualified instructors to participate in the Program ("Faculty Members"), each of whom shall possess appropriate academic credentials and/or be appropriately certified, licensed or registered as required by law or regulations for their profession.

2. Responsibility for the Program.

(a) School shall remain ultimately responsible for the educational content of the Program and for the control and supervision of Students and Faculty Members. School shall designate a Faculty Member(s) to be responsible for overseeing the coordination and implementation of the Program, to act as liaison with Facility and to be available for scheduled conferences at reasonable times with applicable staff at Facility to discuss the progress of the Program and/or any problems or issues that may arise.

(b) Facility shall designate a staff member(s) to assist in coordinating the activities of the Program at Facility, to act as liaison with School and to be available for scheduled conferences at reasonable times to discuss the progress of the Program and/or any problems or issues that may arise.

3. Responsibilities of School.

(a) School shall only assign Students to the Program who are in good standing with School, who possess a satisfactory record and who have met the minimum requirements established by School for the Program. School shall, upon request, provide Facility with information relevant to a Student's clinical affiliation including, but not limited to, previous clinical experiences and special interests. School shall ensure that all Students have been screened for drugs prior to entry into the Program and will be subject to random screening throughout the Program. School shall further ensure that Students and Faculty Members comply with all background screening requirements as required by Facility and applicable law and that such persons have been tested for communicable diseases prior to entry into the Program.

(b) School shall require Students and Faculty Members to become acquainted with Facility's rules, regulations, policies and procedures prior to participation in the Program or any activities at Facility and shall require Students and Faculty Members to comply with such rules, regulations, policies and procedures, including policies relating to the confidentiality of patient records, in addition to School's own applicable policies and procedures. Facility shall assume the responsibility for informing School of any changes in its rules, regulations, policies or procedures.

(c) School shall maintain overall responsibility for the curriculum, instruction, academic evaluation and related academic matters concerning Students participating in the Program. School shall provide Facility with such evaluation forms or other reports to be used by Facility, at School's reasonable request, to evaluate the progress of each Student. School shall be responsible for assigning all final grades for Students participating in the Program.

(d) School shall ensure that each Student, prior to participation in the Program, has on file with School any necessary health forms and that each Student has completed any necessary physical examinations or vaccinations that may be required by Facility or applicable law.

(e) If requested by Facility, all Students and Faculty Members shall wear identification badges while at Facility denoting their status with School.

(f) School shall require all Students and Faculty Members to be responsible for their own meals and other expenses while at Facility.

(g) School acknowledges and agrees that Facility shall not be responsible for any salaries, taxes, insurance or other costs of Students, Faculty Members or School's other employees or agents. School is responsible for its own debts, obligations, acts and omissions including, but not limited to, social security, health insurance, unemployment compensation, sickness and accident disability insurance, worker's compensation and the payment of all required withholding, social or other taxes and benefits of its Students, Faculty Members and other employees or agents, as applicable.

(h) School and all Students and Faculty Members shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of Facility and Facility's medical staff, regarding the confidentiality of any medical records or other patient information. School acknowledges that it along with its Students and Faculty Members are obligated to comply with the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Federal Privacy Regulations").

Accordingly, School shall instruct all Students and Faculty Members to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of performing their duties at Facility. School agrees not to use or further disclose any PHI other than as permitted by HIPAA requirements and the terms of this Agreement. School will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

(i) School shall notify all Students and Faculty Members of their obligations pursuant to this Agreement prior to allowing such Students or Faculty Members to participate in the Program, and shall inform Students and Faculty Members that they must comply with the requirements of this Agreement. School shall be responsible for any breach of this Agreement by any Student or Faculty Member.

(j) School shall require all Students to execute the Informed Consent/ Liability Waiver in the form attached hereto as Exhibit B, and School shall deliver copies of same to Facility prior to any such Student’s participation in the Program.

4. Responsibilities of the Facility.

(a) Facility shall provide the facilities, equipment, and support personnel reasonably necessary for the conduct of the Program.

(b) Facility’s personnel shall provide direction of Students in the provision of direct patient care and other clinical activities. Facility shall remain ultimately responsible for the overall care of its patients and Facility personnel shall make all decisions regarding patient care. In the event of a difference of opinion concerning the care of a patient, the decision of Facility personnel shall control.

(c) Facility shall not substitute Students or Faculty Members for paid Facility staff for any purpose, function or task while Students or Faculty Members are participating in the Program at Facility and no Student or Faculty Member shall be considered to be an employee or agent of Facility during the Program.

(d) Any personnel of Facility who are providing any instruction during the Program shall possess appropriate academic credentials and/or be appropriately certified, licensed or registered as required by law or regulation for their profession.

(e) Facility shall maintain the confidentiality of all Student records produced by it or furnished to it by School and shall not disclose information except as required by law or as required to perform its obligations to its residents or as School may request for its own use or as a Student may direct.

(f) Facility shall notify School promptly of any situation or problem, which threatens a Student's successful completion of the Program, or of any inappropriate behavior or misconduct on the part of any Student or Faculty Member.

(g) Facility reserves the right to remove, in its sole discretion, any Student or Faculty Member from the Program at any time who does not meet Facility's professional or other standards or who does not comply with any Facility policies or procedures or those of any authority directing Facility, upon notice to and consultation with School; provided, that Facility shall be entitled to remove any such Student or Faculty Member from its facilities immediately if, in Facility's sole discretion, the situation so requires.

(h) Facility shall ensure that its facilities and the operation thereof are in compliance with all applicable medical, state and local laws, rules, regulations and standards.

(i) Facility shall provide a copy of its current rules, regulations, policies or procedures pertaining to the Program to Students and Faculty Members. Facility may provide an orientation for Students and Faculty Members to acquaint them with Facility and such rules, regulations, policies or procedures.

5. Joint Responsibilities.

(a) Both parties shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and shall assure that they will not discriminate against any Student or Faculty Member as to any aspect of the Program because of race, color, creed, sex, age, religion, national origin, or sexual orientation.

(b) The parties shall meet as often as reasonably necessary to plan the schedule for the Program. The parties agree to use their best efforts to resolve any problems or issues that arise during the Program through discussion.

6. Insurance and Indemnification.

(a) Both parties represent that it shall at times have in effect professional liability insurance, for itself, Employees, Students, Faculty Members and any other persons acting on its behalf pursuant to this Agreement with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such insurance shall cover all causes of action, claims, demands, liabilities, losses, damages, judgments or expenses of every kind and nature, including without limitation, all costs and attorneys' fees hereafter required as a result of or arising out of any negligent acts or omissions of the Facility, Employees, School, Students, Faculty Members or School's employees and agents in connection with and pursuant to this Agreement. Both parties shall also maintain during the term of this Agreement and any renewal

thereof general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. School and Facility warrants that it will keep such professional and general liability insurance in full force and effect to respond to any claims arising out of the actions or omissions of the School or Facility, its Students, Faculty Members, employees and agents during the term of this Agreement and for at least two years following the expiration or earlier termination of this Agreement. Evidence of this liability insurance shall be furnished by School to Facility and by Facility to School upon request. Both Parties shall provide with at least thirty (30) days prior written notice in the event such insurance coverage is cancelled or materially changed. Cancellation of such insurance without an adequate replacement policy shall be grounds for immediate termination of this Agreement by both parties.

(b) School and Facility shall provide evidence of workman's compensation insurance for all Employees and Faculty Members upon request and any other employees who shall be on Facility premises pursuant to this Agreement. School is a government entity which is self-insured for workers compensation to the extent allowed by law.

(c) School shall indemnify and hold harmless Facility, and their respective officers, directors, affiliates, agents and employees, from and against any and all claims, liabilities, losses, damages, costs, expenses and causes of action arising out of the negligent acts or omissions of School, Facility, Employees, Students and/or Faculty Members in connection with this Agreement. School is a political subdivision of the State of Florida. Notwithstanding any language in this Agreement to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase either the scope or dollar limit of the School's liability beyond that which is set forth in Fla. Stat. 768.28, or to otherwise waive School's sovereign

immunity, or to require School to indemnify facility, any party to this Agreement or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or its agents, employees or participating students. The School shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statutes or other Florida law as recoverable costs of court. This obligation shall survive termination of this Agreement.

7. **Term of Agreement.**

(a) The term of this Agreement shall be for one year, commencing on the Effective Date, and shall be automatically renewed for successive one (1) year periods unless either party notifies the other of its intent not to renew within ninety (90) days prior to the expiration of any term.

(b) Notwithstanding anything to the contrary herein, either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. In such cases of termination of this agreement students who are participating in training at the facility shall be allowed to continue said training until the end of the then current grading period.

(c) Notwithstanding anything to the contrary provided herein, Facility shall be entitled to terminate this Agreement with immediate effect if, in its sole discretion, it determines that the continuation of this Agreement endangers any of its residents.

(d) Subject to sections 4(g) and 7(c) hereof, in the event of any non-renewal or termination of this Agreement, Students then in the Program shall be allowed to complete the Program; provided, that in no event shall the Students' participation in the Program at Facility

extend beyond three (3) months from the date of termination hereof. In the event of such non-renewal or termination, no new Students will be allowed to enroll in the Program.

8. Use of Name.

Unless otherwise provided herein, neither party shall use the name of the other for any commercial promotion, advertising or marketing without the prior written consent of the other party. Furthermore, the parties agree to consult with each other and obtain written consent before issuing any press releases or otherwise making any public statements with respect to the transactions contemplated herein.

9. Miscellaneous.

(a) This Agreement sets forth the entire Agreement and the understanding of the parties as to the matters contained herein. This Agreement shall not be modified or amended except in writing and signed by both parties.

(b) Notwithstanding anything to the contrary provided herein, sections 3(h), 6, 7 and 8 shall survive the expiration or earlier termination of this Agreement.

(c) The parties expressly intend that as to this Agreement, the parties shall be independent contractors, have no relationship other than the one created by this Agreement, and that the parties shall not receive any benefits other than those expressly provided herein. This Agreement does not constitute a joint venture or partnership between the parties. Furthermore, this Agreement shall not be construed or deemed to create any rights or remedies of any person not a party hereto. The parties expressly intend that no agent, servant, contractor or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.

(d) Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted

assigns. No party may assign this Agreement without the prior written consent of the other party, the consent of which shall be given at that party's sole discretion.

(e) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative.

(f) Any notices required or permitted under this Agreement shall be served personally or by certified mail return receipt requested at the addresses set forth on the first page of this Agreement.

(g) This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Florida.

(h) The parties hereby agree to submit any suit, action or proceeding arising out of or relating to the Agreement to the exclusive jurisdiction of the United States District Court for the Middle District of Florida located in Jacksonville, Florida or if jurisdiction is not available therein, to the jurisdiction of any state court in Clay County, State of Florida, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, sites and/or venue are inconvenient or otherwise improper.

(i) Each party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations.

(i) If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the parties under this Agreement will not be materially and adversely affected thereby, such provision will

be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers, all on the day and year first set forth above.

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA:**

By: _____
Name:
Title: Chairman
Date: _____

THE FACILITY: _____
By: Jamie Handley
Name:
Title:
Date: 7/26/18

EXHIBIT A

High School PROGRAMS

List all of the programs you wish to have a rotation in our facilities:

Clay High School

Middleburg High School

EXHIBIT B

ADDENDUM TO CLINICAL EDUCATION AFFILIATION AGREEMENT

INFORMED CONSENT / LIABILITY WAIVER

As a student enrolled in a health-related program ("Program") at Clay High School, Middleburg High School and Oakleaf High School/ The School Board of Clay County ("School"), I understand that the required clinical experience in a health care facility may expose me to environmental hazards and infectious diseases including, but not limited to Tuberculosis, Hepatitis B, and HIV (AIDS).

Neither School nor Pavilion for Health Care ("Facility") or any of its officers, directors, employees, affiliates, agents or other representatives (collectively, "Representatives") assumes liability if a student is injured or exposed to infectious disease at Facility during assigned clinical experiences. As a student, I understand that I am responsible for the cost of health care for any personal injury/illness that occurs during my education. *Students must purchase their own health insurance.*

Every Student is required to carry professional liability insurance while enrolled in clinical courses.

Each student also is responsible for adhering to the policies and procedures of the Program as well as the policies and procedures of Facility.

My signature on this form confirms that I understand and assume responsibility for the inherent risks involved in being a student in the Program at School and Facility, and for adhering to the above policies.

Participant Printed Name: _____

Parent/Guardian Name and Signature: Name: _____

Signature: _____

ACKNOWLEDGED BY:

_____ (School)

Name: _____

By: _____

Title: _____

**“ADDENDUM A”
TO
TO CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$3,000,000.00 aggregate
2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier
3. Worker’s Compensation Policy:
 \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker’s Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance

("COI") shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: James Standley

Printed Name: James Standley

Title: Administrator

Date: 7/26/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|------------------------------------|
| PRODUCER J Smith Lanier Tallahassee Marsh & McLennan Agency, LLC 1500 Mahan Drive, Suite 111 Tallahassee, FL 32308 | CONTACT NAME: PHONE (A/C, No, Ext): 850 877-8181 | | FAX (A/C, No): 850 942-4928 |
| | E-MAIL ADDRESS: _____ | | |
| INSURED Penney Retirement Community, Inc P. O. Box 555 3495 Hoffman Street Penney Farms, FL 32079-0555 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Steadfast Insurance Company | | 26387 |
| | INSURER B : United Wisconsin Insurance Co. | | 29157 |
| | INSURER C : Zurich American Insurance Company | | 16535 |
| | INSURER D : | | |
| | INSURER E : | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date: 7/1/01 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GLO980810505 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 |
| | | | | | | | Deductible | \$ 50,000 |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | PRA980810405 | 07/01/2018 | 07/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 0400163697 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| A | Healthcare Prof Liability Claims Made | | | GLO980810505 | 07/01/2018 | 07/01/2019 | \$ 1,000,000 Each Med Inc | |
| | | | | | | | Retro Date: 7/1/01 | \$ 3,000,000 Aggregate |
| | | | | | | | Deductible \$ 50,000 Each Med Inc | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER The School Board of Clay County 23 S. Green Street Green Cove Springs, FL 32043 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |