

**DEVELOPMENT AND LICENSING AGREEMENT  
BETWEEN THE  
CLAY COUNTY HEALTH DEPARTMENT,  
SCHOOL BOARD OF CLAY COUNTY, FL  
AND  
SCHOOLMEDS.COM LLC**

**I. Purpose.**

The agreement is entered into between SchoolMeds.Com LLC, (SMC) a company owned by Barbara Smith of Key Biscayne, Florida, and the Clay County Health Department (CCHD) and School Board of Clay County (SBCC), both of Green Cove Springs, Florida for the development and ongoing licensing of customized online medication administration training for Clay County School District personnel assisting with medication administration at schools.

**II. General.**

1. SMC will develop on online medication administration training for the Clay County schools. The training module will specifically address Florida and Clay County school requirements and needs.
2. SMC and CCHD will begin implementation of the attached work plan and payment schedule.
3. CCHD and the Clay County School District will make the course available only to district school personnel. Use by other agencies or individuals will be prohibited without expressed written permission from SMC.
4. CCHD and the Clay County School District will not use the software or any materials from the site for use in other programs without expressed written permission from SMC.
5. If CCHD or the Clay County School District decides not to use or support the site and materials in the future, the license cannot be transferred to another entity without expressed written permission from SMC.
6. Notice must be placed on the site that SMC holds the copyright for the course and software and that requests for use of the site materials by personnel not employed by CCHD or the Clay County School District must be referred to SMC.
7. Before activation of the site, agreement to the use, copyright and licensing features in this agreement must be signed by appropriate representatives of the Clay County School District.

### **III: Work Plan.**

SMC and CCHD staff will work together to develop this resource using the following plan on signing of the agreement:

1. CCHD and SMC will develop timelines to assure the course is ready for the beginning of the 2009-2010 school year.
2. SMC will develop and deliver to the CCHD a hard copy of the medication administration training course units and unit quizzes.
3. CCHD, in collaboration with SMC, will identify any changes, deletions and additions to meet Florida and Clay County procedural requirements.
4. SMC will develop and deliver the new medication administration training course materials based on CCHD modifications.
5. CCHD, SMC and the Clay County School District will develop a plan for the hosting, access and security, maintenance and user support functions.
6. SBCC will sign the licensing agreement.
7. SMC will create the access web site.
8. SMC will upload and install the training course and all related materials, and test the access web site and materials to ensure that they are fully functional as intended by this agreement.
9. SMC will provide Clay County school staff with training.
10. SMC will host the web site, providing all necessary maintenance and technical support.
11. SMC will install and maintain system security for the web site, including use of an email and password, and verifying the authenticity of registrations.
12. SMC will provide user technical support during regular business hours through a 1-800 telephone number. Technical support will be available during regular business hours and respond to callers within one business hour.

### **IV. Payment.**

The total cost for implementing the above work plan is five thousand five hundred dollars (\$5,500.00), payable by CCHD on completion of the work plan items.

The hosting of the site will be \$600.00 per year, maintenance and support of this software will be \$400.00 per year, totaling \$1000.00 per year. Payment for the first three years is due with the payment at the completion of the work plan. If the agreement is terminated early (prior to the end of a three year period) by any party, then the pro-rata share of this pre-paid cost for hosting, maintenance and support shall be refunded by SMC to the CCHD within 45 days of the termination date.

Costs not covered in this agreement include:

- Additional artwork for the course units; and
- Extensive changes to the software and database system.

**V. Ongoing licensing agreement.**

1. The ongoing use of the course and software will be \$500.00 per year for up to 300 users per year. This charge is waived for the first three (3) years of use following development and implementation.
2. The licensing agreement will be in effect for three (3) years, with the option of renewal.
3. This agreement may be terminated early by the CCHD or Clay County School District following development and installation of the system upon 60 days written notice to SMC.

**SIGNED BY THE FOLLOWING AUTHORIZED REPRESENTATIVES:**

Clay County Health Department

By: *Nancy Mills*

Nancy Mills, M.P.A., Administrator

Date: 4/9/2009

School Board of Clay County

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

Charles Van Zant, Jr., Chairman

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

SchoolMeds.Com LLC

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

Barbara Smith, Owner

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