



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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727/774-2221 TDD: 813/794-2484

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April 15, 2014

## MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

RE: Memorandum of Agreement  
Florida Department of Health  
Contract #2014001534

The Office for Student Support Programs and Services is requesting Board approval of the attached Memorandum of Agreement between the District School Board of Pasco County and the Florida Department of Health. This agreement will allow the Florida Department of Health to administer Tdap vaccines at fifteen (15) middle schools on May 22, 2014. Please reference the attached memorandum from Ms. Melissa Musselwhite, Director of Student Support Programs and Services, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into this agreement with the Florida Department of Health. There is no cost to the District. This agreement between the District School Board of Pasco County and the Florida Department of Health was reviewed and approved via email by the School District's Attorney, Ms. Nancy Alfonso, on April 3, 2014.

Should you have any questions regarding this matter, please contact Ms. Melissa Musselwhite or me at your earliest convenience.

NW/plh

Attachments

Date/Time: April 9, 2014 09:05:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • [www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools



7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services  
April Stephenson, Bookkeeper  
813/ 794-2764 727/ 774-2764  
352/ 524-2764 Fax: 813/ 794-2117  
e-mail: [astephen@pasco.k12.fl.us](mailto:astephen@pasco.k12.fl.us)

MEMORANDUM  
ESE-13/14-AS-051

**DATE:** April 15, 2014

**TO:** Nicole Westmoreland, MBA, Purchasing Agent

**FROM:** April Stephenson, Bookkeeper of Student Support Programs and Services  
Lisa Kern, Supervisor of Student Support Programs and Services   
Melissa Musselwhite, Director of Student Support Programs and Services 

**RE:** **Memorandum of Agreement Between the Florida Department of Health and the District School Board of Pasco County**  
**Contract # 2014001534**

The Office for Student Support Programs and Services is requesting School Board approval of the attached Memorandum of Agreement between the Florida Department of Health and the District School Board of Pasco County. This will allow DOH-Pasco in collaboration with Pasco County Schools to administer Tdap vaccines on May 22, 2014, at fifteen (15) public middle schools located in Pasco County.

Please contact Lisa Kern at extension 42360 if you have any questions. Thank you for your assistance with this request.

MM/as

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FLORIDA DEPARTMENT OF HEALTH  
10841 Little Rd, New Port Richey, FL 34654  
AND  
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY  
7227 Land O Lakes Blvd, Land O Lakes, FL 34638**

This Agreement between **Florida Department of Health**, hereinafter referred to as **DOH-Pasco**, and the District School Board of Pasco County, hereinafter referred to as **Pasco County Schools**, pertains to services to be provided by **DOH-Pasco** on May 22, 2014. This Memorandum of Agreement (MOA) is effective on April 1, 2014, or the date on which the agreement is signed by both parties, whichever is later.

**A. Services to be provided**

**1. Definition of Terms**

**a. Agreement Terms**

**Florida Department of Health:** an executive branch state agency responsible for public health services in Florida. DOH provides public health services in Pasco County and in all Florida counties through its local health department offices.

**DOH:** One of 67 state and county funded health departments of the Florida Department of Health that has jurisdiction over their county.

**The District School Board of Pasco County:** The governing body of the **Pasco County Schools**.

**2. General Description**

**a. General Statement.**

DOH-Pasco in collaboration with the **Pasco County Schools** shall administer Tdap vaccine on May 22, 2014, at fifteen (15) public middle schools located in Pasco County, listed on the attached Exhibit "A", hereinafter known as inoculation sites.

**b. Scope of Service.**

To administer Tdap vaccine to school students enrolled in public middle schools named in Exhibit "A".

**B. Manner of Service Provision**

**1. Service Tasks**

a. Nurses will be supplied by **DOH-Pasco** to administer Tdap vaccines to students entering 7<sup>th</sup> grade, or such other students in higher grades as may be necessary. Inoculation services will be provided on May 22, 2014, at the locations and times indicated in Exhibit "A". School Health Nursing staff will be present to assist DOH-Pasco staff. Parent/caregiver must return the signed permission form prior to May 2, 2014, in





order for the child to be vaccinated. The Tdap vaccines will be available while the supply lasts.

## 2. Service Location

- a. The fifteen (15) inoculation sites, along with the times inoculations will be administered, are listed on the attached Exhibit "A".

## 3. Deliverables

**a. Records and Documentation.** It is the responsibility of the **Pasco County Schools** to return the signed permission forms with vaccine documentation to the **DOH-Pasco** not less than two (2) weeks prior to the Tdap vaccination event scheduled on May 22, 2014.

**b. Monitoring and Evaluation Methodology.** As the parties acknowledge that the inoculation exercise contemplated by this agreement is for a single day, no monitoring will be necessary.

It is the responsibility of the **DOH-Pasco** to advise sub-recipients of requirements imposed on them by Federal laws, regulations and the provisions of contracts, memorandum of agreement (MOA) or memorandums of understanding (MOU) connected to a Federal or State Grant. The attachment "Financial and Compliance Audit" must be part of every contract, MOA or MOU or connected to a Federal or State Grant.

## C. Pasco County School's Responsibilities

### 1. Pasco County School Unique Activities:

- Send permission forms, as well as VIS sheets, home with students for their parents'/guardians' review and signature.
- Provide tables, chairs, wheelchair, pens, stapler, highlighters, and garbage pails.
- Provide orange juice, and simple snacks for any students who may become dizzy after vaccination.
- Will arrange for each child's original signed vaccine permission form to be delivered to the appropriate vaccine clinic site.
- Notify all front office personnel and administrative staff of vaccine clinic.
- Notify parents through School Connect, newsletter and/or website.
- Collect returned signed permission forms and provide student names to DOH-Pasco staff.

## D. DOH-Pasco Responsibilities

### 1. DOH-Pasco agrees to provide the following services:

- Provide adolescent vaccination brochures.



- **DOH-Pasco** will purchase pediatric Epi-pens, 1 box of ammonia caps for emergency use and provide all vaccination supplies such as vaccine, syringes/needles, gloves, alcohol preps, cotton balls, band aids and sharps containers.
- **DOH-Pasco** will provide nurses to administer the vaccine, enter available vaccine information into FLSHOTS, and generate the HRS-680 to be retained for school use.
- **DOH-Pasco** will provide nurses to be available at school site ½ hour before and ½ hour after vaccination clinic start/end times.

## E. Termination

**1. Termination at Will:** This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination for Breach:** This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement:** Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

## G. Special Provisions

**1. No Lobbying:** State funds cannot be used to lobby the Executive or Legislative branches of the Federal Government in connection with the PasCHD.

**2. Discriminatory Vendor List:** Provider acknowledges it is informed of the provisions of 287.134 (2) (a), F.S., and represents to the Department that those provisions do not prohibit the Department from contracting with the Provider or any subcontractors hereunder.

**3. Background Check:** The provider must comply with the policy of the Department of Health, which requires employees and certain other persons in positions of special trust, responsibility or sensitive location to be background screened in accordance with Sections 110.1127 and 435.4, Florida Statutes. Initial screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). Re-screening requires only correspondence checks through FDLE every five (5) years. In addition, all cooperative agreements and contracts must be in compliance with the department's Information Security Policies, Protocols, and Procedures.



**4. Security:** The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies 1999-2000, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality. There must be an individual designated with specified responsibility for managing the security and confidentiality of these data. It is the responsibility of the provider designee to develop policies, which ensure the confidential flow of client information between authorized staff and provider. Discipline will be applied for breach of security of confidential information consistent with Florida Statutes, Florida Administrative Code, and Department of Health protocols, policies and procedures. The contract manager performs information security assessments of agreement providers during scheduled compliance visits.

**5. HIPAA:** Where applicable, the provider will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

**6. Change in Signing Authority:** If the signing authority changes for this agreement, the PasCHD must be notified immediately so that a new agreement can be executed.

The rest of this page was intentionally left blank.





This agreement consisting of 5 pages, and the following exhibits and attachments, Exhibit "A", shall begin on \_\_\_\_\_, 2014, or on the date on which this Agreement has been signed by both parties, whichever is later, and shall end on \_\_\_\_\_, 2014.

**FLORIDA DEPARTMENT OF HEALTH**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**

By: Christine Alan for  
Michael J. Napier, MS  
Administrator, County Health Officer

By: \_\_\_\_\_  
Kurt S. Browning  
Superintendent

Date: 4/1/14

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

By: \_\_\_\_\_  
Alison Crumbley  
Board Chair

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

Recorded in Board Minutes:

\_\_\_\_\_

CONTRACT REVIEWED  
AND APPROVED:  
NW 4-4-14

**Exhibit "A"**

**Schedule of Vaccine Administration at  
Inoculation Sites**

<b>School</b>	<b>Immunization Hours</b>	<b>Team</b>
River Ridge Middle	8:00 AM – 10:00 AM	NPR 3
John Long Middle	9:00 AM – 2:00 PM	ZHILLS
Gulf Middle	11:30 AM – 1:30 PM	NPR 3
Rushe Middle	9:00 AM – 11:00 AM	LOL 2
Smith Middle	12:30 PM – 2:30 PM	NPR 2
Stewart Middle	12:30 PM – 2:30 PM	DADE CITY 2
Seven Springs Middle	9:00 AM – 11:00 AM	NPR 2
Bayonet Point Middle	8:00 AM – 10:00 AM	NPR 1
Crews Lake Middle	12:00 PM – 2:00 PM	LOL 1
Centennial Middle	9:00 AM – 11:00AM	DADE CITY 2
Weightman Middle	12:00 PM – 2:00 PM	DADE CITY 1
Pasco Middle	8:00 AM – 10:00 AM	DADE CITY 1
Hudson Middle	8:00 AM – 10:00 AM	LOL 1
Pine View Middle	12:30 PM – 2:30 PM	LOL 2
Chasco Middle	12:00 PM – 2:00 PM	NPR 1

CONTRACT REVIEWED  
 AND APPROVED:  
*NW 4-4-14*