



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

813/794-2221 Fax: 813/794-2111

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

352/524-2221 email: nwestmor@pasco.k12.fl.us

April 15, 2014

MEMORANDUM

TO: Honorable School Board Members

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

RE: Memorandum of Understanding
Florida Department of Health
Contract #2014001525

The Office for Student Support Programs and Services is requesting Board approval of the attached Memorandum of Understanding (MOU) between the District School Board of Pasco County and the Florida Department of Health. This MOU will allow the Florida Department of Health to enter into a MOU with Healthy Schools, LLC to support the administration of influenza vaccines to students enrolled in designated schools. Please reference the attached memorandum from Ms. Melissa Musselwhite, Director of Student Support Programs and Services, for further information regarding this MOU.

At this time, we respectfully request your approval to enter into this MOU with the Florida Department of Health. There is no cost to the District. This MOU 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 2, 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 09:04:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • 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

MEMORANDUM
ESE-13/14-AS-050

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 Understanding Between the District School Board of Pasco County, Florida, and the Florida Department of Health Contract # 2014001525**

The Office for Student Support Programs and Services is requesting School Board approval of the attached Memorandum of Understanding between the District School Board of Pasco County, Florida, and the Florida Department of Health, located in Pasco County, Florida. This MOU allows the Florida Department of Health, Pasco County to enter into a MOU with Healthy Schools, LLC. Healthy Schools, LLC will administer the influenza vaccines to students enrolled in designated public schools 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 UNDERSTANDING BETWEEN THE
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA, AND
THE FLORIDA DEPARTMENT OF HEALTH**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into effective as of _____, between The District School Board of Pasco County, Florida (the "BOARD"), and the Florida Department of Health, located in Pasco County, Florida, (the "DEPARTMENT"). THIS MOU shall bind the parties hereto upon its execution by their representatives and shall become effective upon the Effective Date.

WHEREAS, both parties are firmly committed to the provision of quality health services to children with diverse needs in Pasco County; and,

WHEREAS, the parties have previously entered into certain Agreements, dated July 31, 2013, regarding health services for the 2013-2014 fiscal year, which Agreement includes but is not limited to, preventative health services, and identification of program needs and opportunities for new programs ; and

WHEREAS, to effectuate certain of the services set forth in those Agreements, the DEPARTMENT will be entering a Memorandum of Understanding with Healthy Schools, LLC (the "PROVIDER"), on or about even date herewith, regarding the PROVIDER's administration of flu vaccines to students at certain BOARD locations (the "Vaccine Program Agreement), attached hereto as Attachment I and incorporated by reference herein; and

WHEREAS, the BOARD is authorized to enter into this MOU pursuant to BOARD Policy 7.41, and Rule 6A-1.012(11)(a), FAC; and,

WHEREAS, the parties desire to enter into this MOU to memorialize their understandings between each other.

NOW THEREFORE, in consideration of the conditions hereinafter set forth, the parties hereto agree as follows:

- I. The "DEPARTMENT" agrees to:
 - A. perform the services and administer the agreements set forth in that certain Vaccine Program Agreement as assigned to the DEPARTMENT therein;
 - B. inform the Superintendent in writing of the Vaccine Program Agreement plans and accomplishments;
 - C. provide assistance, direction, and technical expertise to the BOARD for the implementation of the Vaccine Program Agreement.

- II. The BOARD:
 - A. consents to the delivery of services set forth and pursuant to the Vaccine Program Agreement, at no third-party expense to the BOARD; and,

CONTRACT REVIEWED
AND APPROVED:
NW 4-3-14

- B. will provide both clerical and School Health Nurse assistance to the DEPARTMENT to assist in the implementation of the Vaccine Program services to the schools; and,
- C. cooperate with the DEPARTMENT by facilitating communications to the parents/guardians for the required consents for each student, and raising awareness of the parents/guardians of the opportunities for the flu vaccine available by this Vaccine Program.

III. TERM

The term of this MOU shall be concurrent with the term of the Vaccine Program Agreement.

IV. CHOICE OF LAW

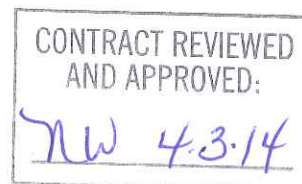
The laws of the state of Florida shall govern the validity of this MOU, the construction of its terms and the interpretation of the rights and duties of the parties hereto and venue with regards to any proceedings arising from this MOU shall lie in Pasco County, Florida.

V. ASSIGNMENT

Neither party may assign any rights under this MOU, nor delegate the performance of any duties hereunder, without the prior written consent of the other party. This agreement shall constitute the BOARD's written consent to Department's delegations of duties under this agreement to Healthy Schools, LLC, as evidenced by Attachment I hereto, attached and incorporated by reference herein, and shall constitute also the BOARD's written consent to this delegation throughout the initial contract period and for all renewals and amendments thereof, except where such consent has been withdrawn by the BOARD in writing and upon service of said withdrawal to Department by hand or courier delivery or certified mail.

VI. SIGNATURE

This MOU may be signed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original MOU.



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

THE DISTRICT SCHOOL BOARD OF PASCO

By: _____
Alison Crumbley Date
Board Chair

By: _____
Kurt S. Browning, Superintendent Date

Recorded in Board Minutes:

FLORIDA DEPARTMENT OF HEALTH

By: *Michael J. Napier*
Michael J. Napier, MS
Administrator, County Health Officer

CONTRACT REVIEWED
AND APPROVED:
NW 4.3.14

ATTACHMENT I

MEMORANDUM OF UNDERSTANDING

Between

HEALTHY SCHOOLS, LLC

And

FLORIDA DEPARTMENT OF HEALTH

This Memorandum of Understanding ("MOU") is entered effective _____ (the "Effective Date") and is by and between Healthy Schools, LLC, a Florida Limited Liability Company located at 818 Highway A1A North, Suite 202, Ponte Vedra Beach, FL 32082 ("Provider") and the Florida Department of Health, Pasco County located at 10841 Little Rd, Port Richey, FL 34654 ("DOH"), to support the administration of influenza vaccines to students enrolled in designated public schools in Pasco County, Florida.

RECITALS:

As part of an initiative to improve public health and ensure that recommended vaccinations are available to children attending Pasco County District schools, the DOH administers school vaccination programs in Pasco County, Florida. Provider is a healthcare provider engaged in the practice of administering vaccinations.

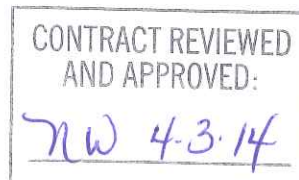
The DOH, with the consent of The District School Board of Pasco County, Florida operating Pasco County School District ("PCSD") pursuant to a separate agreement between DOH and PCSD, attached hereto and incorporated by reference herein as Attachment I, intends to engage the services of Provider to provide licensed healthcare workers, support staff, and supplies to administer the influenza vaccine to students in compliance with current guidelines of the Centers for Disease Control and Prevention (CDC) and to assist the DOH in the administration of the influenza vaccine at selected facilities that are part of PCSD.

For good and valuable consideration, which the parties acknowledge has been received, the parties agree as follows:

TERMS OF AGREEMENT:

1. Provider Obligations.

- (a) Registration. Provider will register in MyFlorida MarketPlace (MFMP) and agree to abide by the MFMP purchase order terms.
- (b) Supplies. Provider will supply all needed medical supplies, including syringes, needles, isopropyl alcohol, gloves, band aids and sharps biohazard containers for proper disposal.



- (c) Vaccine. Provider will supply the influenza vaccine as identified by the CDC as appropriate for that treatment year. At all times, Provider will have exclusive ownership and control over its vaccine supply.
- (d) Vaccine Control. Provider will transport, store and handle the vaccine in accordance with the Vaccine Storage and Handling Recommendations promulgated by the Department of Health and Human Services (DHHS) and CDC and Prevention Recommendations for Storage and Handling of Selected Biologicals. Provider shall handle the vaccine in accordance with the package insert provided with the vaccine including compliance with cold chain requirements at vaccination sites.
- (e) Information Sheet. Provider will provide a current Vaccine Information Sheet to each client before vaccination and answer questions about the benefits and risks of vaccination for all clients or their guardians. The form of Vaccine Information Sheet is attached as part of composite Exhibit 4, attached hereto and incorporated herein by this reference.
- (f) Administration of Vaccine. Provider will administer the influenza vaccine according to the recommendations and guidance issued by the CDC and vaccine manufacturer.
- (g) Records. Provider will keep a record of the administration by individual name, date, site, vaccine type and lot number, and name of immunization provider for the vaccines it administers. Provider will record the administration of the vaccine into the DOH's Florida SHOTS statewide online electronic immunization registry. Provider will also maintain records of the Informed and Express Consent to Treatment Form for each client that has received services. Records must be kept for a minimum of three years following vaccination. DOH shall have access to all records regarding vaccine delivery held by Provider or his/her designee.
- (h) Doses. Provider will report the number of doses it administers and other data as required by DOH.
- (i) Publicity. Provider will obtain the approval of DOH prior to distributing any documents, consent forms, announcements, emails, advertising posters or documents regarding any vaccination event or any document indicating the approval by or involvement with DOH. Provider shall also provide its contact information for the use of parents and/or guardians.
- (j) No Re-Use. Provider acknowledges that vaccines, syringes, or needles cannot be reused.
- (k) Staffing. Provider will maintain staffing levels as set forth in Exhibit 1 attached hereto and incorporated herein by this reference to administer vaccines pursuant to this MOU.



- (l) Licensure Required. Provider healthcare professionals that administer vaccinations must be licensed in the State of Florida, and maintain current licensure for the term of this MOU.
- (m) Background Screening. Provider will comply with all applicable laws and regulations, including conducting Jessica Lunsford Level 2 background screenings for all Provider staff at Provider's cost (see also section (o)(iv) below regarding Level 2 screening). Such Level 2 background screening shall be conducted at a PCSD designated location or other reciprocal location thereby resulting in the Provider's staff having been registered in the Florida Shared School Results ("FSSR") database. All Provider staff shall coordinate through DOH with PCSD for PCSD's issuance of contractor badge to such Provider staff; it being understood that the Provider's staff must have satisfactorily completed the Level 2 screening and have received the PCSD contractor badge prior to entering any PCSD locations to deliver the services described in this MOU. The Provider staff and DOH staff, if any, onsite at each school location must have been issued, and must wear, the contractor badge evidencing the satisfactory completion of the required Level 2 screening at all times.
- (n) Staffing. Department and Provider will notify each other as far in advance as possible of any staffing changes which may affect the provision of services to be delivered under this MOU. In the event the parties mutually agree to change the staffing levels, the staffing levels set forth in Exhibit 1 shall be automatically updated, and such substituted personnel shall undergo the background screening described above.
- (o) Performance Specifications.
 - (i) Provider staff will perform tasks as outlined in this MOU.
 - (ii) Provider staff will be available to attend all vaccination clinic events in accordance with this MOU.
 - (iii) Provider staff will properly handle and maintain vaccines under this MOU.
 - (iv) Provider staff performing services under this MOU will meet the requirements of and be cleared to have contact with clients pursuant to Level 2 background screening criteria in accordance with Florida Statutes §435.04.
 - (v) Provider will timely provide and document vaccine administrations.
 - (vi) Provider will handle and properly dispose offsite from the school locations all waste (biohazardous or otherwise) related to

Provider's delivery of the services, and in accordance will all legal requirements.

- (vii) Provider will enter the completed immunization(s) in Florida Shots within 14 days of the date of administration of the vaccine.
- (p) Indemnification. Provider agrees to indemnify, hold harmless and defend the DOH and PCSD from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Provider arising out of or in connection with the provisions of this MOU.
- (q) Insurance. Provider is responsible for providing the insurance for its staff and for the services provided under this MOU in the types and amounts set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
- (r) Implied Services. If any services, functions or responsibilities not specifically described in this MOU are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described in this MOU. Provider shall be responsible for providing the personnel and other resources as necessary to provide the services described in this MOU.

2. DOH Obligations.

- (a) Facility Use, Location, and Equipment.
 - (i) Locations for vaccine administration are set forth in Exhibit 3, attached hereto and incorporated herein by this reference. The parties understand and agree that, notwithstanding the annual renewal provisions set forth in Section 3(h) below, that the locations set forth in Exhibit 3 shall be confirmed and/or modified in writing each year by the parties on or before July 1 of any renewal year.
 - (ii) No later than _____, the DOH and Provider shall review the proposed locations analyzing the feasibility of providing the service and all associated actions prior to and after the service.
 - (iii) The services shall be provided between September 22, 2014, and September 26, 2014. No later than May 15, 2014, the parties shall determine the specific date for the delivery of services at each location and coordinate the schedule with PCSD. On dates agreed to by the parties, the Provider shall have use of the multi-purpose room, cafeteria, clinic, or gymnasium as identified by each school Principal for delivery of the services at the specific location (and adjacent areas). The specific areas will be finalized by the parties

prior to the scheduled vaccination event at each school facility with the consent of each school Principal.

- (iv) Access to the agreed areas of each facility shall be designated by the Principal of each school location, or his/her designee, prior to the scheduled vaccination event.
 - (v) Provider shall not be responsible for any costs for the use of the school facility so long as the Provider complies with the dates and hours previously selected by each school principal and causes no damage to the facility.
 - (vi) The facilities shall be used by the Provider, its staff, and DOH staff as a Point of Distribution for dispensing the influenza vaccine and related materials (approved by the DOH) as a measure to protect the public health.
- (b) Student Access. Pursuant to Attachment I, PCSD grants Provider access to the enrolled students (but excluding school staff or other adults) for the PCSD influenza vaccination events.
- (c) Monitoring Rights. DOH shall have the right to provide staff as monitors who are trained to identify any concerns or breach of terms by Provider during scheduled influenza vaccination events. These monitors shall assist in resolving problems or issues and answer technical questions as needed during vaccination events. The DOH staff shall undergo the Level 2 background screening and wear the contractor badge according to the same requirements for the Provider's staff as set forth above.
- (d) Authority. Pursuant to Attachment I, PCSD School Health Nurses and DOH medical staff have authority to make the determination on vaccination sites, activities and events in conjunction with PCSD.
- (e) Vaccine Administration. Pursuant to Attachment I, PCSD School Health Nurses and DOH shall have authority to overrule the administration of vaccine to any student, regardless of signed consent forms or willingness by the Provider.
- (f) Sovereign Immunity. DOH, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Florida Statutes §284.30, and administered by the State of Florida, Department of Financial Services. DOH certifies that it maintains, and agrees to continue to maintain during the term of this MOU, general and professional liability protection coverage pursuant to this subsection through the Risk Management Trust Fund, and that this protection extends to DOH, its officers, employees, and agents and covers statutory liability exposure to the limitations described in Florida Statutes, §768.28. DOH will convey a copy of its current Certificate of Coverage

upon request. The parties understand and agree that PCSD is self-insured pursuant to the provisions of §768.028 (15), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section, and that PCSD is also self-insured for worker's compensation coverage at levels conforming to statutory requirements. Except as otherwise expressly provided by Florida Law, neither the execution of this MOU by DOH, nor any other conduct, action or inaction of DOH or PCSD representative relating to this MOU is a waiver of sovereign immunity by DOH or PCSD.

3. Special Provisions

- (a) Eligibility. Provider will only administer vaccines to students who present a signed Informed and Express Consent to Treatment Form. The form of the Informed and Express Consent to Treatment Form is attached as part of composite Exhibit 4, as attached hereto and incorporated herein by this reference, and on or before September 10, 2013, Provider agrees to provide a sufficient number of copies of the consent form and the Vaccine Information Sheet to PCSD for its distribution to students at the schools (to provide to their parent/guardian). Because the students are minors, each student must have said consent form signed by their custodial parent or legal guardian including any information regarding third party payor coverage. Provider will provide influenza vaccinations to clients in accordance with CDC guidelines and accepted standards of medical practice. Clients will not be refused due to lack of insurance or inability to pay an administrative fee under Florida's Vaccines for Children Program.
- (b) No Financial Liability. DOH shall have no financial responsibility to Provider or PCSD for any services delivered to clients under this MOU. Provider assumes all risk regarding delivery of the services, and no representations or assurances as to volume or quantity is made to Provider pursuant to this MOU or otherwise.
- (c) Billing for Services. Provider may contact and bill any appropriate third party payer, including, but not limited to commercial insurance carriers or Medicaid as identified on the Informed and Express Consent to Treatment Form.
- (d) No Assignment or Delegation. The parties may not assign or delegate any rights or duties under this MOU unless the prior written consent of the other party is first obtained in writing.
- (e) Confidentiality and Compliance with the Law. To the extent applicable to this Memorandum of Understanding, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated hereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164

("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 160,162 and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations") all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Individually Identifiable Health Information (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this MOU. The parties agree to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to information related to health care information. Further, Provider will implement procedures to ensure the protection and confidentiality of confidential matters, consistent with the DOH Information Security Policies, as amended. Provider will adhere to any amendments to the DOH's security requirements provided to it during the term of this MOU.

- (f) Student Information. Provider understands and agrees that it is subject to all federal and state laws and PCSD requirements relating to the confidentiality of student information. Provider further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Provider shall regard all student information as confidential and will not disclose the student information to any third party, except for the sole and limited purpose of filing medical claims for the third party payment for the vaccine.
- (g) Independent Contractors. The relationship of the parties is that of independent contractors. No relationship of employer/employee, principal/agent, or other association shall be created by this MOU. The parties agree that they will not act or represent that they are acting as an agent of the other nor shall either party incur any obligations on behalf of the other party.
- (h) Term and Termination. The term of this MOU shall commence on the Effective Date set forth above and shall continue for a period of one (1) year unless otherwise terminated as provided herein. This MOU shall automatically renew for successive one (1) year periods, for a maximum of three (3) years, unless prior written notice by a party is provided to the other party on or before July 1 of each year indicating that party's intent not to renew. Similarly, this MOU can be terminated by either party without cause and without penalty upon at least sixty (60) days prior written notice to the other party. DOH may terminate this MOU with at

least 24 hours prior written notice to Provider in the event that funds to finance the DOH's involvement in the events contemplated by this MOU are no longer available.

- (i) Notices. Notices or communications required or permitted to be given under this MOU shall be given to the respective parties by personal delivery, overnight express, or certified U.S. mail, postage prepaid, return receipt requested, at the following addresses, unless a party shall otherwise designate in writing:

To Provider:

Healthy Schools, LLC
c/o Don A. Boselli, Jr.
818 Highway A1A North, Ste. 202
Ponte Vedra Beach, FL 32082

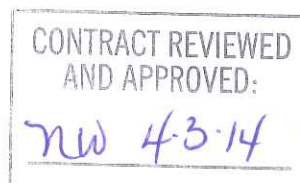
With a copy to:

Michael R. Freed, Esq.
Brennan, Manna & Diamond, PL
800 West Monroe Street
Jacksonville, FL 32202

To DOH:

Florida Department of Health
10841 Little Rd
New Port Richey, FL 34654

- (j) Governing Law and Venue. The terms of this MOU and any disputes hereunder shall be governed by the laws of Florida. Venue for any dispute or action under this MOU shall be in Pasco County, Florida.
- (k) Conflicts. To the extent provisions of any other agreement conflict with the terms of this MOU, the terms set forth in this MOU shall govern.
- (l) Amendments in Writing. Except as otherwise provided herein, no amendment to this MOU shall be effective unless agreed to in writing by the parties.
- (m) Authority. Provider represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this MOU; and (iv) the individual executing this MOU on behalf of Provider is authorized to do so.



(n) Third Parties. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. Notwithstanding the foregoing, PCSD shall be an intended third party beneficiary of this MOU.

(o) Subcontractors. To the extent that Provider is permitted to subcontract any of the work set forth in this MOU, Provider shall ensure that each subcontractor complies with all provisions of this MOU. Provider will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the MOU.

(p) Non-Discrimination. Provider represents and warrants to DOH that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under the MOU on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the MOU.

(q) Severability. If any clause or provision of this MOU is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the MOU shall not be affected thereby; and in lieu of each clause or provision of the MOU which is illegal, invalid or unenforceable, there shall be added, as part of the MOU, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

(r) Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this MOU, including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the MOU.

(s) Time of the Essence. Time is of the essence in this MOU. If any date for performance falls on a Saturday, Sunday, or legal holiday, then the time for performance shall be extended through the next business day.

(t) Signatures. This MOU may be signed via counterpart and facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original MOU.

CONTRACT REVIEWED
AND APPROVED:
NW 4-3-14

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on the Effective Date first above written.

Florida Department of Health

Healthy Schools, LLC

By: *Michael J. Napier*
Name: Michael J. Napier, MS
Its: Administrator, County Health Officer
Date: 3/28/14

By: _____
Don A. Boselli, Jr.
Managing Member
Date: _____

CONTRACT REVIEWED
AND APPROVED:
NW 43.14

Exhibit 1
Staffing Levels

CONTRACT REVIEWED
AND APPROVED:
NW 4.3.14

Exhibit 2
Insurance Requirements

A. Description of the Required Insurance. Without limiting any of the other obligations or liabilities of the Provider, the Provider shall, at the Provider's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this MOU by DOH and shall be maintained in force throughout the term of this MOU, and shall name DOH and PCSD as additional insureds.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the Provider shall conform to the requirements set forth herein.

(a) The Provider's insurance shall cover the Provider (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DOH and PCSD, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DOH and PCSD, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit



2. Commercial General Liability. The Commercial General Liability insurance provided by the Provider shall conform to the requirements hereinafter set forth:

(a) The Provider's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this MOU.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the Provider (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The Provider shall include DOH and PCSD and their respective members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DOH and PCSD and their respective members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured - Owner's, Lessees or Contractor - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this MOU, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Provider shall pay on behalf of DOH and PCSD or their respective member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DOH or PCSD or their respective member, official, officer or employee for which the DOH or PCSD or their respective member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Provider shall conform to the requirements hereinafter set forth:

- (a) The Provider's insurance shall cover the Provider for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this MOU.

Coverage shall include all owned, non-owned and hired autos used in connection with this MOU.

- (b) The DOH and PCSD and their respective members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the DOH and PCSD and their respective members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.
- (c) The minimum limits to be maintained by the Provider (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the Provider shall conform to the requirements hereinafter set forth:

- (a) The professional liability insurance shall be on a form acceptable to the DOH and PCSD and shall apply to those claims which arise out of Services performed by or on behalf of the Provider pursuant to this MOU which are first reported to the Provider within four years after the expiration or termination of this MOU.

Coverage shall include all owned, non-owned and hired autos used in connection with this MOU.

- (b) If the insurance maintained by the Provider also applies to services other than Services under this MOU, the minimum limits of insurance maintained by the Provider shall be \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Provider applies exclusively to the Services under this MOU, the minimum limits of insurance maintained by the Provider shall be \$1,000,000 per claim/annual aggregate.
- (c) Except as otherwise specifically authorized in this MOU, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

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(d) The Provider shall maintain the professional liability insurance until the end of the term of this MOU. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this MOU which are reported to the Provider or the insurer within four years after the expiration or termination of this MOU.

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this MOU by DOH and PCSD and shall be maintained in force throughout the term of this MOU. The Provider shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Provider shall furnish DOH and PCSD with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DOH and PCSD, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DOH and PCSD, identify this MOU, and provide that DOH and PCSD shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DOH and PCSD on the Commercial General Liability insurance, the Provider shall furnish DOH and PCSD with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DOH and PCSD and their respective members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the Provider as set forth in this MOU, the Provider shall provide DOH and PCSD with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DOH and PCSD, if requested by DOH and PCSD, the Provider shall, within thirty (30) days after receipt of a written request from DOH and PCSD, provide each of them with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Provider may redact or omit, or cause to be redacted or omitted, those provisions of the

policy or policies which are not relevant to the insurance required under this MOU.

C. Qualification of the Provider's Insurers

1. Insurers providing the insurance required by this MOU for the Provider must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Provider.

3. If, during the period when an insurer is providing the insurance required by this MOU, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Provider has knowledge of any such failure, the Provider shall immediately notify DOH and PCSD and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Provider has replaced the unacceptable insurer with an insurer acceptable to DOH and PCSD, the Provider shall be in default of this MOU.

D. The Provider's Insurance Primary and Non-Contributory. The insurance provided by the Provider pursuant to this MOU shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DOH and PCSD or their respective member, official, officer or employee.

E. The Provider's Insurance As Additional Remedy. Compliance with the insurance requirements of this MOU shall not limit the liability of the Provider, or its Subcontractors or Sub-subcontractors, employees or agents to DOH and PCSD or others. Any remedy provided to DOH and PCSD or their respective members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this MOU or otherwise.

F. No Waiver by DOH or PCSD Approval/Disapproval. Neither approval by DOH or PCSD nor failure to disapprove the insurance furnished by the Provider shall relieve the Provider of the Provider's full responsibility to provide the insurance as required by this MOU.



Exhibit 3
School Locations

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Exhibit 3
School Information in Preparation for Flu Vaccinations (Elementary School)

School	Address	Enrollment	Start / Finish Times	% Free/Reduced Lunch	% Non-English Speaking Students
Anclote Elementary	3610 Madison Street Holiday, FL 34691	617	9:40 AM - 3:50 PM	81	14
Calusa Elementary	7520 Orchid Lake Road New Port Richey, FL 34653	571	9:40 AM - 3:50 PM	80	7
Centennial Elementary	38501 Centennial Road Dade City, FL 33525	607	9:40 AM - 3:50 PM	76	13
Chasco Elementary	7906 Ridge Road Spring Hill, FL 34610	733	9:40 AM - 3:50 PM	84	12
Connerton Elementary	9300 Flourish Drive Land O' Lakes, FL 34637	968	9:40 AM - 3:50 PM	35	6
Cotee River Elementary	7515 Plathe Road Land O' Lakes, FL 34638	660	9:40 AM - 3:50 PM	74	4
C. W. Taylor Elementary	3638 Morris Bridge Road Zephyrhills, FL 33543	541	9:40 AM - 3:50 PM	82	6
Cypress Elementary	10055 Sweet Bay Court New Port Richey, FL 34654	773	9:40 AM - 3:50 PM	52	4
Deer Park Elementary	8636 Trouble Creek Road New Port Richey, FL 34653	546	8:40 AM - 2:50 PM	47	9
Denham Oaks Elementary	1422 Oak Grove Boulevard Lutz, FL 33559	739	9:40 AM - 3:50 PM	34	9
Double Branch Elementary	31500 Chancey Road Wesley Chapel, FL 33543	885	9:40 AM - 3:50 PM	32	9
Fox Hollow Elementary	8309 Fox Hollow Drive Port Richey, FL 34668	599	9:40 AM - 3:50 PM	79	10
Mary Giella Elementary	14710 Shady Hills Road Spring Hill, FL 34610	693	9:40 AM - 3:50 PM	73	3
Gulf Highlands Elementary	8019 Gulf Highlands Drive Port Richey, FL 34668	570	9:40 AM - 3:50 PM	83	11
Gulf Trace Elementary	3303 Gulf Trace Blvd Holiday, FL 34691	654	9:40 AM - 3:50 PM	81	10

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Exhibit 3
School Information in Preparation for Flu Vaccinations (Elementary School)

Gulfside Elementary	2329 Anclote Boulevard	546	9:40 AM - 3:50 PM	86	11
	Holiday, FL 34691				
Hudson Elementary	7229 Hudson Avenue	664	8:40 AM - 2:50 PM	81	7
	Hudson, FL 34667				
J. M. Marlowe Elementary	5642 Cecelia Drive	422	8:40 AM - 2:50 PM	85	16
	New Port Richey, FL 34652				
Lacoochee Elementary	38815 Cummer Road	388	9:40 AM - 3:50 PM	95	41
	Dade City, FL 33523				
Lake Myrtle Elementary	22844 Weeks Boulevard	719	8:40 AM - 2:50 PM	30	6
	Land O' Lakes, FL 34639				
Longleaf Elementary	3253 Town Avenue	661	9:40 AM - 3:50 PM	28	1
	New Port Richey, FL 34655				
Mitty P. Locke Elementary	4339 Evans Avenue	600	9:40 AM - 3:50 PM	76	14
	New Port Richey, FL 34652				
Moon Lake Elementary	12019 Tree Breeze Drive	667	9:40 AM - 3:50 PM	75	4
	New Port Richey, FL 34654				
New River Elementary	4710 River Glen Boulevard	713	9:40 AM - 3:50 PM	52	7
	Wesley Chapel, FL 33545				
Northwest Elementary	14302 Cobra Way	722	9:40 AM - 3:50 PM	84	5
	Hudson, FL 34669				
Oakstead Elementary	19925 Lake Patience Road	1,147	9:40 AM - 3:50 PM	27	7
	Land O Lakes, FL 34638				
Odessa Elementary	12810 Interlaken Road	765	9:40 AM - 3:50 PM	29	6
	New Port Richey, FL 34655				
Pasco Elementary	37350 Florida Avenue	696	8:40 AM - 2:50 PM	88	28
	Dade City, FL 33525				
Pine View Elementary	5333 Parkway Boulevard	725	9:40 AM - 3:50 PM	36	7
	Land O Lakes, FL 34639				
Richey Elementary	6850 Adams Street	666	9:40 AM - 3:50 PM	87	15
	New Port Richey, FL 34652				
Rodney B. Cox Elementary	37615 Martin Luther King Blvd.	465	8:40 AM - 2:50 PM	96	43

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Exhibit 3

School Information in Preparation for Flu Vaccinations (Elementary School)

	Dade City, FL 33523				
San Antonio Elementary	32416 Darby Road	665	9:40 AM - 3:50 PM	68	13
	Dade City, FL 33525				
Sand Pine Elementary	29040 County Line Road	618	8:40 AM - 2:50 PM	32	16
	Wesley Chapel, FL 33543				
Schrader Elementary	11041 Little Road	550	9:40 AM - 3:50 PM	80	5
	New Port Richey, FL 34654				
Seven Oaks Elementary	27633 Mystic Oak Boulevard	998	9:40 AM - 3:50 PM	29	14
	Wesley Chapel, FL 33543				
Seven Springs Elementary	8025 Mitchell Ranch Road	512	9:40 AM - 3:50 PM	67	11
	New Port Richey, FL 34655				
Sunray Elementary	4815 Sunray Drive	499	9:40 AM - 3:50 PM	83	14
	Holiday, FL 34690				
Trinity Elementary	2209 Duck Slough Boulevard	562	9:40 AM - 3:50 PM	15	3
	New Port Richey, FL 34655				
Trinity Oaks Elementary	1827 Trinity Oaks Boulevard	716	9:40 AM - 3:50 PM	24	3
	New Port Richey, FL 34655				
Veterans Elementary	26940 Progress Parkway	819	9:40 AM - 3:50 PM	36	2
	Wesley Chapel, FL 33544				
Watergrass Elementary	32750 Overpass Rd.	771	9:40 AM - 3:50 PM	50	9
	Wesley Chapel, FL 33545				
Wesley Chapel Elementary	30243 Wells Road	816	9:40 AM - 3:50 PM	43	6
	Wesley Chapel, FL 33545				
West Zephyrhills Elementary	37900 14th Avenue	828	9:40 AM - 3:50 PM	82	11
	Zephyrhills, FL 33542				
Woodland Elementary	38203 Henry Drive	908	9:40 AM - 3:50 PM	76	11
	Zephyrhills, FL 33542				

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Exhibit 3

School Information in Preparation for Flu Vaccinations (Middle School)

School	Address	Enrollment	Start / Finish Times	% Free/Reduced Lunch	% Non-English Speaking Families
Bayonet Point Middle	11125 Little Road New Port Richey, FL 34654	721	7:30 AM - 1:40 PM	79	7
Centennial Middle	38505 Centennial Road Dade City, FL 33525	617	8:40 AM - 2:50 PM	67	13
Chasco Middle	7702 Ridge Road Port Richey, FL 34668	699	8:40 AM - 2:50 PM	82	10
Crews Lake Middle	15144 Shady Hills Road Spring Hill, FL 34610	1,194	8:40 AM - 2:50 PM	72	4
C. S. Rushe Middle	18654 Mentmore Boulevard Land O' Lakes, FL 34638	1,284	8:40 AM - 2:50 PM	28	6
Dr. John Long Middle	2025 Mansfield Boulevard Wesley Chapel, FL 33543	1,612	8:30 AM - 2:50 PM	28	8
Gulf Middle	6419 Louisiana Avenue New Port Richey, FL 34653	791	7:45 AM - 2:00 PM	79	12
Hudson Middle	14540 Cobra Way Hudson, FL 34669	753	7:30 AM - 1:50 PM	78	5
Pasco Middle	13925 14th Street Dade City, FL 33525	854	7:30 AM - 1:40 PM	77	26
Paul R. Smith Middle	1410 Sweetbriar Drive Holiday, FL 34691	1,061	8:38 AM - 2:52 PM	79	9
Pine View Middle	5334 Parkway Boulevard Land O' Lakes, FL 34639	929	8:40 AM - 2:50 PM	36	6
Raymond B. Stewart Middle	38505 Tenth Avenue Zephyrhills, FL 33542	981	8:35 AM - 2:55 PM	78	6
River Ridge Middle	11646 Town Center Road New Port Richey, FL 34654	1,143	7:30 AM - 1:55 PM	76	3
Seven Springs Middle	2441 Little Road New Port Richey, FL 34655	1,399	8:40 AM - 2:50 PM	30	5
Thomas E. Weightman Middle	30649 Wells Road Wesley Chapel, FL 33545	1,191	8:30 AM - 2:55 PM	46	9

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Exhibit 3
School Information in Preparation for Flu Vaccinations (High School)

School	Address	Enrollment	Start / Finish Times	% Free/Reduced Lunch	% Non-English Speaking Families
Anclote High	1540 Sweetbriar Dr. Holiday, FL 34691	1,306	7:30 AM - 1:40 PM	74	8
Fivay High	12115 Chicago Avenue Hudson, FL 34669	1,345	8:30 AM - 2:55 PM	68	5
Gulf High	5355 School Road New Port Richey, FL 34652	1,190	7:30 AM - 1:40 PM	66	10
Harry Schwettman Ed. Center	5520 Grand Boulevard New Port Richey, FL 34652	161	8:40 AM - 2:50 PM	87	18
Hudson High	14410 Cobra Way Hudson, FL 34669	1,212	7:30 AM - 1:50 PM	66	3
James Irvin Education Center	35830 State Road 52 Dade City, FL 33525	108	8:30 AM - 2:50 PM	82	12
James W. Mitchell High	2323 Little Road New Port Richey, FL 34655	1,792	8:40 AM - 2:50 PM	31	4
Land O'Lakes High	20325 Gator Lane Land O' Lakes, FL 34638	1,630	7:30 AM - 1:55 PM	30	5
Marchman Tech. Ed. Center	7825 Campus Drive New Port Richey, FL 34653	158	7:50 AM - 1:50 PM	76	10
Moore-Mickens Ed. Center	38301 Martin Luther King Blvd. Dade City, FL 33525	157	8:45 AM - 3:05 PM	80	24
Pasco High	36850 State Road 52 Dade City, FL 33525	1,428	7:35 AM - 1:55 PM	65	21
Ridgewood High	7650 Orchid Lake Road New Port Richey, FL 34653	1,065	8:30 AM - 2:55 PM	76	9
River Ridge High	11646 Town Center Road New Port Richey, FL 34654	1,443	7:30 AM - 1:55 PM	37	4
Sunlake High	3023 Sunlake Boulevard Land O' Lakes, FL 34638	1,670	7:30 AM - 1:55 PM	28	6
Wesley Chapel High	30651 Wells Road	1,498	7:30 AM - 1:55 PM	47	8

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Exhibit 3

School Information in Preparation for Flu Vaccinations (High School)

	Wesley Chapel, FL 33545				
Wiregrass Ranch High	2909 Mansfield Boulevard	2,157	7:30 AM - 1:55 PM	30	8
	Wesley Chapel, FL 33543				
Zephyrhills High	6335 12th Street	1,450	7:30 AM - 1:55 PM	66	6
	Zephyrhills, FL 33542				

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Composite Exhibit 4
Informed and Express Consent to Treatment Form
And
Vaccine Information Sheet

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