



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

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December 3, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Student Support Programs and Services  
Memo of Understanding  
Florida Department of Health in Pasco County

The attached Memo of Understanding between the School District and the Florida Department of Health is being forwarded to the Board for approval. The Florida Department of Health is requesting to use school district's facilities as local Open Points of Dispensing (POD) sites should the need arise during a large-scale public health emergency/crisis. Please reference the attached memo from Lisa Kern, Supervisor of Student Support Programs and Services, for further information regarding this Memo of Understanding. The attached Memo of Understanding has been reviewed by the District School Board's Attorney, Ms. Nancy Alfonso on November 5, 2013.

At this time, we respectfully request your approval of the Memo of Understanding with the Florida Department of Health. The term of the contract will be December 3, 2013 through June 30, 2015.

Should you have any questions regarding this matter, please contact Lisa Kern. If you have any purchasing related questions regarding the Memo of Understanding, please contact me at your earliest convenience.

MJW/dr  
Attachment(s)

Date/Time: November 22, 2013 10:49:00



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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-037

**DATE:** December 3, 2013

**TO:** Michael J. Woodall, CPPO, 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 *mm*

**RE:** **Memorandum of Understanding between the Florida Department of Health in Pasco County (FDOH-Pasco) and the District School Board of Pasco County for Open Points of Dispensing (POD)**  
**Contract # 2014000949**

In the event that the Strategic National Stockpile (SNS) is activated during a large-scale public health emergency/crisis in or affecting Pasco County, medications and supplies would need to be delivered to the Florida Department of Health in Pasco County and then transported to Open Points of Dispensing (POD) sites for mass dispensing to the general public.

The Office for Student Support Programs and Services is requesting School Board approval of the attached Memorandum of Understanding between the Florida Department of Health in Pasco County (FDOH-Pasco) and the District School Board of Pasco County for Open Points of Dispensing (POD). This will allow the school district's facilities to be used as local (POD) sites.

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 for Open Points of Dispensing (POD)**

This Memorandum of Understanding is entered into by and between the Florida Department of Health in Pasco County (FDOH-Pasco) and

District School Board of Pasco County

(Name of Organization)

7227 US Highway 41

(Address)

Land O'Lakes

(City)

Kurt S. Browning, Superintendent

(Primary Contact Person)

The purpose of the Memorandum of Understanding (MOU) is to define the relationship between the Florida Department of Health in Pasco County and the District School Board of Pasco County (referred to as the "Organization") during a public health emergency/crisis in or affecting Pasco County.

For this purpose, a public health emergency/crisis means an occurrence or condition which results in an actual or imminent threat of harm to public health and safety due to Bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, natural occurrences, infectious agents, chemical agents or other situations that possess substantial probability of death, long-term disability, or future harm in the affected population.

The Organization acknowledges its intent to serve as a local Open Point of Dispensing Site (POD) to the Strategic National Stockpile (SNS).

SNS is a cache of pharmaceuticals and other medical supplies that would be delivered to Pasco CHD during a public health emergency/crisis.

An Open POD is a location where the SNS materials and medication will be dispensed to the public.

The Organization will not be used unless there is a large-scale public health emergency/crisis and it is determined that there is a need to request a large quantity of medication.

Multiple schools within the Organization's district may be used simultaneously throughout the event as Open POD sites.

Any campus may be deemed a necessary site in order to adapt the response to fit the needs of a public health event.

**The School/Organization agrees to the following:**

1. Allow use of its facilities, grounds and equipment:  
After it is determined that the Strategic National Stockpile will be activated and upon the request of the FDOH-Pasco, the Organization will permit the use of its facilities, grounds and equipment to FDOH-Pasco and its associates, to the extent of it's ability, within 12 hours of the request and for the time period being requested for the purpose of mass dispensing clinics for disease prevention and control activities. Facility use may include, but is not limited to:

- Office equipment, including telephones, computers, internet access, copy machines, printers and fax machines
  - Tables, chairs, desks, cots, wheelchairs, dollies
  - Rest rooms, refrigerators, and water fountains
  - Parking areas
2. Designate three points-of-contact in case of an emergency:
    - An *Administrative* point-of-contact will serve as the primary point-of-contact. This person should have the authority and ability to open the facility/building at any time.
    - A *Facilities* point-of-contact will work with FDOH-Pasco personnel to move tables, chairs, etc.
    - A *Security* point-of-contact will work with FDOH-Pasco and local law enforcement in making security plans. This person should have the authority and ability to open the building(s).
  3. Allow facilities to be visited by members of FDOH-Pasco for the development and maintenance of a mass-dispensing plan. Visits will be made after receiving prior approval from the principal or primary point-of-contact.
  4. Allow the facility/building to be listed in a confidential Department Public Health Emergency Response Plan. A copy of the plan will be kept on file at Department's location in New Port Richey, Office of Emergency Management, and at the State Department of Health, Tallahassee.
  5. List primary and backup point-of-contacts and notify the FDOH-Pasco of changes in this contact information.

**The Department agrees to the following:**

1. Provide a point-of-contact person to answer questions or concerns about these arrangements.
2. After the event and as possible, work with appropriate reimbursing Federal/State Agencies to ensure the replacement or reimbursement to the Organization for any food, supplies, and utilities (including telephone charges, faxes, copying machines, copy paper, etc) that may be used by FDOH-Pasco in conducting mass dispensing operations.
3. Assure that health and security professionals will triage at the entrance of the facilities and, to the best of their ability, arrange for transport of contagious people to appropriate hospital facilities in an efficient manner.
4. Assure that any post-event clean-up is performed.
5. Provide Just-in-Time Training to staff working with FDOH-Pasco during a public health emergency/crisis.
6. Include the Organization Administrators and staff volunteers working with FDOH-Pasco during a public health emergency/crisis in the priority prophylaxis population.

**Time of Performance**

This agreement shall be effective from the date it is signed through June 30, 2015, and will be reviewed for renewal 90 days prior to the expiration of this agreement. One or all of the parties may terminate this contract at any time by giving 90 days written notice of intention to the other party. This contract may be immediately terminated upon consent of all parties.

**Liability**

- State Immunity: FDOH-Pasco is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, and agrees to be responsible only to the extent provided by Sections 768.28, Florida Statutes, for its own negligent acts or omissions or for the tortious acts of its of its own employees, agents or principals and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by FDOH-Pasco or any state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement. Nothing herein shall be construed as a waiver of sovereign immunity. Neither, the FDOH-Pasco, nor any state agency or subdivision, indemnifies any other party or person beyond the extent permitted under state law, no matter what the circumstances.

The parties to the Agreement hereby agree to any and all provisions as stipulated above.

**District School Board of Pasco County**

**Florida Department of Health**

\_\_\_\_\_  
Kurt S. Browning, Superintendent

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Michael J. Napier, MS  
Administrator, County Health Officer of  
Pasco County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Understanding for Points of Dispensing (POD)

Organization Point-of-Contact Information

1. Administrative Point-of-Contact

Name and Title:  
Address:  
Work Number:  
Home Number:  
Cell Number:  
Pager Number:  
Other:

2. Facilities Point-of-Contact

Name and Title:  
Address:  
Work Number:  
Home Number:  
Cell Number:  
Pager Number:  
Other:

3. Security Point-of-Contact

Name and Title:  
Address:  
Work Number:  
Home Number:  
Cell Number:  
Pager Number:  
Other:

FDOH-Pasco Point-of-Contact Information

1. Primary Point-of-Contact

Name and Title:  
Address:  
Work Number:  
Home Number:  
Cell Number:  
Pager Number:  
Other:

2. Backup Point-of-Contact

Name and Title:  
Address:  
Work Number:  
Home Number:  
Cell Number:  
Pager Number:  
Other: