



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 e-mail: nwestmor@pasco.k12.fl.us

August 12, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, Purchasing Agent *NW*

SUBJECT: Approval Request – Florida Department of Health Agreement

MUNIS Contract Number	2015000131
Department	Student Support Programs and Services
Contact Information	Debra Reaves, Purchasing Services, Ext. 42219
Vendor Name	Florida Department of Health
Reference	Provide physician oversight and medical consultation.
Contract Period	Annually
Term Dates	8/12/2014 – 6/30/2015
Funding Source	N/A
Expenditure Amount	N/A
School Board Attorney Approval	7/28/2014
Other	The services covered under this contract are considered professional services; and are, therefore, exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(11)(a). Exhibits A, B, and C are on file in Purchasing Services.

Date/Time: August 6, 2014 09:40:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

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DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools


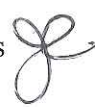
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

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-14/15-AS-009

DATE: August 12, 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: **Florida Department of Health (2014-2015)**

The Office for Student Support Programs and Services is requesting School Board approval of the attached consulting agreement with the Florida Department of Health pertaining to the 2014-2015 school year. The agreement is detailed below.

Contract Number	Purpose	Term	Amount
2015000131	Provide physician oversight and medical consultation as needed for the Healthy Student and Automated External Defibrillator Programs.	08/12/2014-06/30/2015	\$0.00

Mrs. Van Name Larson has given her approval of this agreement as per the attached e-mail.

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

MM/as

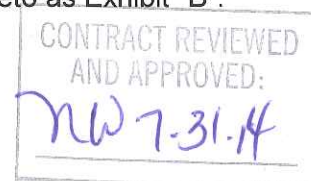
CONSULTING AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 2014 between the **District School Board of Pasco County**, Florida, hereinafter referred to as the **Board**, and **Florida Department of Health in Pasco County**, hereinafter referred to as the **Department**.

WITNESSETH THAT:

The Board and the Department do mutually agree as follows:

1. This Agreement is for professional, technical, or personnel services. The Department is and shall remain an independent consultant and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
2. Subject to the availability of staffing and funds, the Department agrees to make its licensed physician available for consultation as needed as follows:
 - A. Provide Health protocols for the Healthy Student Program. A copy of the Healthy Student Program Standing Orders is attached hereto as Exhibit "A".
 - B. Provide physician oversight for ARNPs employed by the District, in compliance with the rules required by the Nurse Practice Act of Florida.
 - C. Provide medical consultation for Health Services staff as needed for students of the District and shall:
 - 1) Provide medical consultation and expertise regarding AED (Automatic Electronic Defibrillator) use.
 - 2) Review all incidents involving the use of an AED.
 - 3) Assist with developing and reviewing plans for AED response protocols and training procedures.
3. The physician made available for consultation by the department shall be subject to change without notice and shall be in the sole discretion of the Department, and shall at all times be subject to the availability of qualified staff. The Department shall notify the Board as early as practicable when appropriate staff is not available under the terms of this agreement. This agreement shall not be construed as an agreement to provide licensed staff for the sole purpose of fulfilling the terms of this agreement. The Department's Physician and School Health ARNPs may be contacted by the School Health nursing staff for telephonic consultations as needed.
4. The parties shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. Also, all the funds, services, materials, property, etc. inclusive in this Agreement shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
5. Should the Department be unable to comply with the provisions of this contract, it may propose an amendment to the Board.
6. The parties may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes must be incorporated in a written amendment to this Agreement.
7. This Agreement, any and all parts thereof, can be terminated without giving cause with 10 days prior written notice by either party.
8. A copy of the School Nurse Assignments for 2014/2015 is attached hereto as Exhibit "B".
9. A listing of all Pasco County Schools is attached hereto as Exhibit "C".



CONSULTING AGREEMENT

10. The Department shall commence performance of this Agreement upon signing of this Agreement by the last of the parties and shall complete performance no later than the 30th day of June, 2015.

IN WITNESS WHEREOF, the Board and the Department have executed this Agreement as of this date.

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

FLORIDA DEPARTMENT OF HEALTH

By: _____
Kurt S. Browning, Superintendent Date

By: _____
Alison Crumbley, Chairman Date

By: Christine Abaco for 7/15/14
MICHAEL J. NAPIER, MS Date
Administrator, County Health Officer
in Pasco County

Recorded in Board Minutes:

Date

CONTRACT REVIEWED
AND APPROVED:
NW 7-31-14

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