

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
THE FLORIDA DEPARTMENT OF HEALTH**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into effective as of September 3, 2013, between the School Board of Clay County, Florida (the "BOARD"), and the Florida Department of Health (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 Clay County; and,

WHEREAS, the parties have previously entered into that certain Interagency Agreement dated July 15, 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 the Interagency Agreement, the DEPARTMENT has entered into that certain 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"); and

WHEREAS, the BOARD is authorized to enter into this MOU pursuant to BOARD policy 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 agreement 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 each year;
 - C. provide assistance, direction, and technical expertise to the BOARD for the implementation of the Vaccine Program Agreement.

- II. The BOARD agrees to:
 - A. the delivery of services set forth and pursuant to the Vaccine Program Agreement, at no third-party expense to the BOARD;
 - B. provide clerical 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 for a period of one (1) year and automatically renew for successive one (1) year periods unless terminated. This MOU may be terminated by either party with or without cause upon thirty (3) days written notice to the other. This MOU may be modified, but only in writing and by mutual consent of the parties.

IV. CONFIDENTIALITY

The DEPARTMENT and BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. The DEPARTMENT shall only be entitled to receive records and information from the BOARD which can be lawfully made available to DEPARTMENT, and the DEPARTMENT shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the BOARD and which is necessary for the DEPARTMENT to deliver the services required hereunder.

V. DISPUTES

In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the BOARD hereby authorizes its Superintendent of Schools or designee to work with the Administrator of the DEPARTMENT to resolve any such disputes. In the event that the Superintendent of Schools or designee and the Administrator are unable to resolve the dispute, the matter shall be referred to the BOARD who may elect to terminate the agreement with appropriate notice to the DEPARTMENT as provided below. 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 Clay County, Florida.

VI. INSURANCE/INDEMNIFICATION

Each party shall be responsible for the liabilities of their respective agents, servants and employees, but with the benefit of insurance and indemnification from the PROVIDER as delineated in the Vaccine Program Agreement. The BOARD and the DEPARTMENT are self-insured, and their agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.

VII. INDEPENDENT AGENTS

No relationship of employer/employee, principal agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that

they are acting as an agent of the other, or incur any obligations on the part of the other party.

VIII. 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.

IX. 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.

The contact persons for each party are as follows:

Florida Department of Health in Clay County
Winifred M. Holland, Administrator
1305 Idlewild Avenue
Green Cove Springs, FL 32043

School Board of Clay County
Carol Studdard, Chair
23 Green Street
Green Cove Springs, FL 32043

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

FLORIDA DEPARTMENT OF HEALTH

SCHOOL BOARD OF CLAY COUNTY

By: _____
Winifred M. Holland, MPH, MA, LMHC
Health Officer/Administrator
Florida Department of Health in Clay County

By: _____
Carol Studdard, Chairman

Date: _____

Date: _____