MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL DISTRICT OF SARASOTA COUNTY AND THE FLORIDA DEPARTMENT OF HEALTH

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into between The School District of Sarasota County, Florida (the "SCHOOL DISTRICT"), and the Florida Department of Health in Sarasota County (the "DEPARTMENT"). This MOU shall bind the parties hereto upon its execution by their representatives and shall become effective upon the date signed by all parties.

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

WHEREAS, the DEPARTMENT will enter into a Memorandum of Understanding with Healthy Schools, LLC (the "PROVIDER"), regarding the PROVIDER's administration of flu vaccines to students at certain SCHOOL DISTRICT locations (the "Vaccine Program Agreement"); and

WHEREAS, the SCHOOL DISTRICT is authorized to enter into this MOU pursuant to 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:

- perform the services and administer the agreements set forth in the Vaccine Program Agreement, which is attached an incorporated herein, as assigned to the DEPARTMENT therein;
- B. inform the Superintendent in writing of the Vaccine Program Agreement plans and accomplishments each year;
- provide assistance, direction, and technical expertise to the SCHOOL DISTRICT for the implementation of the Vaccine Program Agreement.

II. The SCHOOL DISTRICT:

A. consents to the delivery of services set forth and pursuant to the Vaccine Program Agreement, at no third-party expense to the SCHOOL DISTRICT

- B. help facilitate 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. Notwithstanding any other provision herein, this MOU may be terminated by either party, without cause and without penalty, upon giving sixty (60) days written notice to the other party.

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 Sarasota 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.

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 School District of Sarasota County | | Department of Health Sarasota County | |
|--|------|--------------------------------------|------|
| Jane Goodwin, Chair | Date | Charles Henry, Administrator | Date |
| Approved for Legal Content | | | |

September 17, 2014, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ____ASH_