

**Agreement with Health Care District  
For Nursing Services**

<u>Amendment</u>	<u># of Schools</u>	<u>Date to Board</u>	<u>Cost</u>
Original agreement	Five	July 2001	<del>\$</del> 250,000.
First	Seven	Oct 2002	\$350,000.
Third	Four	Oct 2003	\$200,000.
Fifth	Seven	Oct 2004	\$350,000.
Eighth	Four	Oct 2005	\$200,000.

**EIGHTH AMENDMENT TO AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY  
AND  
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

This Eighth Amendment to the Agreement Between the School Board of Palm Beach County and the Health Care District of Palm Beach County ("Eighth Amendment") is hereby made on this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between the School Board of Palm Beach County, a public school district of the State of Florida ("School Board") and Health Care District of Palm Beach County, an independent special taxing district of the State of Florida, ("District").

**RECITALS:**

WHEREAS, the District, in cooperation with the School Board and Palm Beach County Health Department, operates the School Health Program in Palm Beach County, Florida, in accordance with section 381.0056, Florida Statutes, which program is designed to protect and promote the health of school children;

WHEREAS, the District and School Board participate in the Children's Behavioral Health Program which is designed to promote positive social, emotional and behavioral health for children and families in Palm Beach County;

WHEREAS, the District is experienced in delivering nursing services and behavioral health services to schools in Palm Beach County;

WHEREAS, in or about July, 2001, the School Board opened five (5) new schools in Palm Beach County and the purpose of the Agreement is for the District to provide school health services to the five (5) new schools in exchange for the School Board providing funding support to the District in the amount of \$250,000.00;

WHEREAS, in or about July, 2002, the School Board opened an additional seven (7) new schools in Palm Beach County and the purpose of the First Amendment is for the District to provide school health services to the seven (7) new schools in exchange for the School Board providing funding support to the District in the amount of \$350,000.00;

WHEREAS, in or about August, 2003, the School Board opened an additional four (4) new schools in Palm Beach County and the purpose of the

Third Amendment is for the District to provide school health services to the four (4) new schools in exchange for the School Board providing funding support to the District in the amount of \$200,000.00;

WHEREAS, in or about August, 2004, the School Board opened an additional seven (7) new schools in Palm Beach County and the purpose of the Fifth Amendment is for the District to provide school health services to the seven (7) new schools in exchange for the School Board providing funding support to the District in the amount of \$350,000.00;

WHEREAS, in August, 2005, the School Board opened an additional four (4) new schools in Palm Beach County and such schools are in need of the provision of school health services;

WHEREAS, this Eighth Amendment serves to continue the same level of funding from the School Board to the District for the provision of school health services to the five (5) schools opened in or about July, 2001, the seven (7) schools opened in or about July 2002, the four (4) schools opened in or about August 2003, the seven (7) schools opened in or about August 2004 and for the School Board to provide additional funding to the District for the provision of school health services to the four (4) schools opened in August, 2005 in the amount of \$200,000.00.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals above are true and correct and are incorporated into the Agreement by reference herein.
2. Paragraph 1 of the Agreement, Term and Termination, shall be modified to state the following:

With respect to the five (5) schools opened in or about July, 2001, the term of the Agreement renewed automatically. With respect to the seven (7) schools opened in or about July, 2002, the term of the Agreement renewed automatically. With respect to the four (4) schools opened in or about August, 2003, the term of the Agreement renewed automatically. With respect to the seven (7) schools opened in or about August, 2004, the term of the Agreement renewed automatically. With respect to the four (4) schools opened in August 2005, the term of the Agreement shall commence on the date of execution of the Eighth Amendment and shall

continue in effect through July 31, 2006. Thereafter, the Agreement, with respect to all twenty-seven (27) schools shall automatically renew for successive one (1) year terms unless terminated by either party upon not less than thirty (30) days prior written notice to the other party.

3. Paragraph 2, Section H of the Agreement, Obligations of the School Board of Palm Beach County, shall be modified to state the following:

Provide \$250,000.00 to the District for the provision of school health services for the five (5) schools opened in or about July, 2001. Provide \$350,000.00 to the District for the provision of school health services for the seven (7) schools opened in or about July 2002. Provide \$200,000.00 to the District for the provision of school health services for the four (4) schools opened in or about August 2003. Provide \$350,000.00 to the District for the provision of school health services for the seven (7) schools opened in or about August 2004. Further, the School Board shall provide an additional \$200,000.00 to the District for the provision of school health services for the four (4) schools opened in or about August, 2005. Such amounts for school health services to the twenty-seven schools shall be payable, in lump sum, by the School Board to the District in November of each year of the term of the Agreement, upon the School Board's receipt of a District invoice.

4. Except as otherwise modified herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

[Signatures on following Page]

IN WITNESS WHEREOF, this Eighth Amendment has been executed by the parties on the date and year set forth above.

SCHOOL BOARD OF PALM  
BEACH COUNTY, FLORIDA

HEALTH CARE DISTRICT  
OF PALM BEACH COUNTY

By: \_\_\_\_\_  
Thomas E. Lynch, Chairman

By: \_\_\_\_\_  
C. David Goodlett,  
Chairperson

By: \_\_\_\_\_  
Arthur Johnson, Ph.D.,  
Superintendent

By: \_\_\_\_\_  
Dwight D. Chenette,  
Chief Executive Officer

"Reviewed & Approved As To  
Legal Form and Sufficiency"

*Kimberly Hall 9/12/05*

### CONTRACT REVIEW CHECKLIST

**Consistency with Law and School Board Policy:**

Comments

Consistent with School Board Policy	√	
Consistent with Florida, federal and local laws	√	

**Contract Terms:**

Comments

Term (Duration of Contract)		1 year - automatic renewal
Termination Clause		30 days w/o cause
Insurance /Liability Issues/ Indemnification		Risk Management should review and approve all insurance clauses.
Regulatory issues		None
Confidentiality Provision		Yes
Warranties		None
Labor Issues		The Labor Relations Department should review any issues.
Disclaimers		None
Governing Law & Venue		Florida; Palm Beach County

**Business Principles:**

Comments

Sound Business Principles		
Reasonableness of Fees		See Paragraph 3 of the Amendment
Payment Terms --Lump sum, installments --Payment Due dates --Late fees		"

**Other Issues:**

Comments

Conflict of Interest Disclosures		None
Non-Negotiable Issues		None
Miscellaneous Issues		None
Appropriate Departmental Sign-off		Yes

**Special Considerations:**

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO

*Kimberly [Signature]* 9/12/05  
By: Attorney (Name and Date)