

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

This Ninth Amendment to the Agreement Between the School Board of Palm Beach County and the Health Care District of Palm Beach County ("Ninth Amendment") is hereby made on this 22 day of November, 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, on November 19, 2002, the School Board approved the request to apply under Announcement 03004 for the five-year non-competing Cooperative Agreement Award #U87/CCU422606-01, "Improving the Health, Education, and Well-Being of Young People Through Coordinated School Health Programs from the Centers for Disease Control and Prevention, ("Cooperative Agreement");

WHEREAS, in or about February 2003, the School Board, was awarded the five-year non-competing Cooperative Agreement #U87/CCU422606-01 from the Centers for Disease Control and Prevention;

Whereas, on page 36 of the Project Management and Staffing Plan, Priority 2-HIV Prevent Education Section, the Cooperative Agreement states the following:

The School District will also subcontract ...with the Health Care District ...for a .5 ...certified nurse [educator] to implement the objectives where named in the Work Plans ...and to ensure the medical accuracy of all materials reviewed and approved by ...[the Materials Review Panel].

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 is experienced in delivering nursing services and behavioral health services to schools in Palm Beach County;

WHEREAS, the School Board is experienced in teaching health education to schools in Palm Beach County;

Whereas, in July, 2005, the School Board subcontracted with the District for a .5 nurse educator;

WHEREAS, this Ninth Amendment serves to continue the level of funding from the School Board to the District for the provision of a .5 nurse educator from the amount of \$25,000.00 to \$30,000.00.

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 include the following:

With respect to the .5 nurse educator position employed in July 2005, the Agreement 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 District of Palm Beach County shall be modified to include the following:

Provide \$30,000.00 for the provision of a .5 nurse educator for the services consistent with the current goals and objectives of the Cooperative Agreement. Such amount shall be payable, in monthly sums of \$2,500.00 prorated as necessary, by the School Board to the District beginning on November, of the current year and ending November of the succeeding year for 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 condition of the Agreement are hereby ratified and confirmed.

[Signatures on following Page]

IN WITNESS WHEREOF, this Sixth 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 Goodlet, Chairperson

By: _____
Arthur Johnson, Ph.D.,
Superintendent

By: _____
Dwight D. Chenette,
Chief Executive Officer

"Reviewed & Approved As To
Legal Form and Sufficiency"

C. Moberg *Daal* 9/29/05