

AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY, FLORIDA

This agreement is made and entered into this 31st day of July, 2001 by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, a public school district of the State of Florida, and THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY, a special taxing district.

PREAMBLE

The School Board of Palm Beach County provides public education to over 150,000 students and is committed to excellence in education and preparation of all our students with the knowledge, skills, and ethics required for responsible citizenship and productive employment. The Health Care District of Palm Beach County's mission is to maximize the health and well-being of Palm Beach County residents by providing comprehensive planning, funding, and coordination of health care service delivery. Together, both organizations are committed to promoting and improving the health and well-being of students, their families and staff through a Basic School Health Program that prevents and addresses physical, social and emotional health problems; achieves learning readiness; and enhances their quality of life.

The Health Care District of Palm Beach County employs 180 School Nurses and coordinates the Palm Beach County School Health Program consisting of a full-time nurse assigned to a majority of schools. This program has been recognized as a leader in the field of school health and is a model program in the State of Florida. Services include nursing assessment, first aid, medication administration, referrals and consultations with parents and school staff. The Health Care District of Palm Beach County, as one of the funders and providers of The Children's Behavioral Health Initiative, has placed a School Behavioral Health Professional in fifteen (15) Palm Beach County elementary schools. The Behavioral Health Program was designed to promote positive social, emotional and behavioral health for children and families in Palm Beach County. Expansion to other schools is planned. The mission of the program is to develop a sustainable, comprehensive, family-centered, multi-disciplinary, behavioral health delivery service that will: (1) promote optimal behavioral health environments for our children and their families; (2) maximize an efficient, quality continuum of care; and (3) reduce the number of children in need of intense clinical services.

The parties believe that by offering these health care services to students, they will be able to intercept and treat students with medical and behavioral health needs at an earlier age; reduce the number and severity of acute medical problems suffered by the students; promote healthy behaviors; and, at the same time, improve school attendance and readiness to learn.

Now, therefore, in consideration of the mutual promises and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination. The term of the Agreement shall commence on the date of execution and shall continue in effect through July 31, 2002 ("the term"), and shall automatically renew for like one (1) year terms thereafter unless terminated upon thirty (30) days written notice by either party.

2. Obligations of The School Board of Palm Beach County. The School Board will:
 - A. Provide clinic space and office equipment for the services contemplated in this agreement at each of the schools where a nurse is located.
 - B. Provide adequate office space (that allows for privacy and confidentiality) and equipment (including, but not limited to: a desk, locked file cabinet, phone and use of fax) for the services contemplated in this agreement at each of the schools where a Behavioral Health Professional is located.
 - C. Integrate all physical and behavioral health services to be provided by The Health Care District of Palm Beach County into the school.
 - D. Provide education to the students and their families as to the type of services being offered at the schools.
 - E. Transfer funds, on a prorated basis, which are designated for student medical supplies to the Health Care District annually, so that the Health Care District may purchase and provide the necessary student medical supplies.
 - F. Provide background checks to Health Care District employees at no cost.
 - G. Share information pertaining to students that directly impacts student health, and provides for program evaluation. All shared information will contain sufficient protections to ensure student confidentiality, and will not be disseminated in a way that describes or identifies an individual student. Information will remain confidential and will not be reproduced.
 - H. Provide \$250,000 to the Health Care District for school health services, consistent with the current program's goals.

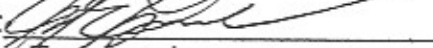
3. Limitation of Liability. The parties recognize that the liability of The Health Care District of Palm Beach County and The School Board of Palm Beach County are limited by the Florida Statutes which provide for Sovereign Immunity for each of the parties in this Agreement except for the negligent acts of the personnel of The Health Care District of Palm Beach County or The School Board of Palm Beach County, as the case may be. Such liability shall be limited according to

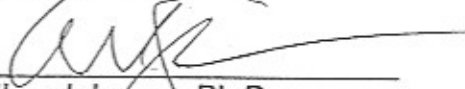
the Florida Statutes and specifically through the Sovereign Immunity of each entity. Nothing contained in this Agreement shall be construed as a waiver of any rights of Sovereign Immunity granted to either district under the laws and constitution of the State of Florida.

4. Permission or Approval: Notwithstanding anything contained herein and to the contrary, this Agreement shall not be effective unless and until it is approved by the Board of Commissioners of The Health Care District of Palm Beach County and the requisite number of members of The School Board of Palm Beach County. In the event either or both Boards shall fail to approve this Agreement, this agreement shall become null and void and of no further force or effect.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter contained herein and this Agreement shall supersede any and all other agreements of understanding whether oral or written. This agreement may be altered or amended at any time by an instrument in writing signed by both of the parties.
6. Governing Law and Venue. In the event it becomes necessary to litigate, arbitrate or otherwise settle disputes relating to the term of this Agreement, the parties agree that the exclusive venue shall be Palm Beach County, Florida. This Agreement shall be construed in accordance with the laws of the state of Florida.


IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

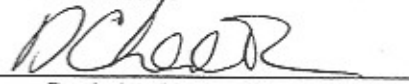
THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

By: 
Tom Lynch
Chairman

By: 
Arthur Johnson, Ph.D.
Superintendent

THE HEALTH CARE DISTRICT
OF PALM BEACH COUNTY

By: 
Ken Schenk
Chairman

By: 
Dwight Chenette
CEO

"Reviewed & Approved As To
Legal Form and Sufficiency"

Lama E. Pincus 6/29/01