

**AMENDMENT TO THE AGREEMENT BETWEEN  
PALM PUBLISHING, LLC  
[A SUBSIDIARY OF PALM HEALTHCARE, INC.]  
("GRANTOR")  
AND  
THE SCHOOL BOARD OF PALM BEACH COUNTY  
("SCHOOL BOARD")**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, in addition to the terms and conditions as set forth in the Agreement Between Palm Publishing, LLC. And The School Board of Palm Beach County For The Funding of Administrator For Health Occupations Program ("Agreement"), the following Amendment is hereby made a part of the original Agreement, which was made and entered into on the 22<sup>nd</sup> day of April, 2004.

In consideration of the promises herein and other good and value consideration, the Grantor and School Board agree as follows:

- 1) Section II of the Agreement shall be amended and modified to add paragraph 5, which shall provide,

"Section II-School Board Agrees As Follows:

5. To pay all mileage and travel expenses that are associated with the Administrator of Health Occupations job responsibilities when working as an agent of the School District in order to enhance and advance the development of Medical Skills and Health Occupations Programs."

- 2) Section II(3) of the Agreement shall be amended and modified to add the following language,

"The Administrator for Health Occupations Programs shall execute an Addendum Concerning Student Information." The form Addendum Concerning Student Information is attached hereto.

- 3) Except as otherwise modified herein, all of the terms and conditions of the Agreement are hereby ratified and remain in effect without revision.

**PALM PUBLISHING, LLC.**

**THE SCHOOL BOARD OF PALM BEACH  
COUNTY**

By: \_\_\_\_\_  
Title

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Arthur C. Johnson, Ph.D.

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

\_\_\_\_\_

Approved as to Form and Legal Sufficiency

Arthur C. Johnson 8/31/06

**ADDENDUM, Concerning Student Information, to the Contract**  
**("the Contract") dated \_\_\_\_\_, between The School Board of Palm Beach and**  
\_\_\_\_\_ [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School Board hereby designates \_\_\_\_\_ [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School Board recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[ Legal name of the Party ]

The School Board of Palm Beach County

By: \_\_\_\_\_  
[person having authority to enter legally-binding agreements on behalf of the Party]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit**