

**AMENDMENT NO. 8
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.
TO IMPLEMENT A MIAMI BEACH NURSE ENHANCEMENT INITIATIVE
FOR BEHAVIORAL HEALTH SERVICES
FOR SCHOOL YEARS 2023-2024 AND 2024-2025**

Amendment No. 8 (“**Amendment**”) is made and entered into this ___ day of _____, 2024, by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (“**CITY**”) and the **Miami Beach Chamber Education Foundation, Inc.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1920 Meridian Ave, 3rd Floor, Miami Beach, Florida 33139 (“**MBCEF**”) (collectively, the “**Parties**”), to amend the Memorandum of Understanding entered into on July 26, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7, collectively referred to herein as the “**MOU**”:

RECITALS

WHEREAS, the **CITY**, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the “**Participating Municipalities**”) determined that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center did not have full-time, on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach; therefore, the **Participating Municipalities**, the **MBCEF** and The Children’s Trust (“**The Trust**” or “**TCT**”) entered into a Memorandum of Understanding on August 19, 2013 to provide healthcare services, through a nurse, for these participating schools (the “**Nurse Initiative**”) during the 2013-2014 school year, and thereafter extended the **Nurse Initiative** to the 2014-2015 school year; and

WHEREAS, due to the success of the **Nurse Initiative**, and because the basic healthcare services previously funded through the **Nurse Initiative** were being provided by **The Trust** via the new School Health Programs, on April 13, 2016, the Mayor and City Commission adopted Resolution No. 2016-29345, approving the enhancement of the **Nurse Initiative** by providing behavioral health/mental health services for the participating schools through a licensed clinical social worker (the “**Nurse Enhancement Initiative**”) for the 2016-2017 school year; and

WHEREAS, pursuant to Resolution No. 2016-29345, on July 26, 2016, the City and **MBCEF** entered into a Memorandum of Understanding (“**MOU**”), which continued the **Nurse Enhancement Initiative** for North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center, and expanded the **Nurse Enhancement Initiative** to include Miami Beach Senior High School, Miami Beach Nautilus Middle School, Miami Beach Fienberg-Fisher K-8, Biscayne Beach Elementary School, and Miami Beach South Pointe Elementary

School, by providing for a licensed clinical social worker one day a week at each of the participating schools; and

WHEREAS, on May 25, 2017, the **CITY** and **MBCEF** executed Amendment No. 1 to the **MOU**, continuing the **Nurse Enhancement Initiative** for the 2017-2018 school year; and

WHEREAS, on April 11, 2018, the Mayor and City Commission adopted Resolution No. 2018-30259, approving the expansion of mental health services at all public **CITY** elementary and middle schools, in an amount not to exceed \$60,000.00 per year; and

WHEREAS, pursuant to Resolution No. 2018-30259, the **CITY** increased funding for behavioral health services for the **Nurse Enhancement Initiative** for the 2018-2019 school year providing funding for two (2) licensed clinical social workers, or agreed upon equivalent professional, at each of the **CITY** schools for the indicated number of days: Miami Beach Senior High School, one (1) day; Miami Beach Nautilus Middle School, two (2) days; Miami Beach Fienberg-Fisher K-8, two (2) days; Biscayne Beach Elementary School, two (2) days; Miami Beach South Pointe Elementary School, two (2) days; and North Beach Elementary School, one (1) day, (collectively, the "**CITY's Participating Schools**"), in a total amount not to exceed \$114,000.00 per year (the **Nurse Enhancement Initiative** for the **City's Participating Schools** shall be referred to herein as the "**Miami Beach Nurse Enhancement Initiative**"); and

WHEREAS, on August 30, 2018, the **CITY** and **MBCEF** executed Amendment No. 2 to the **MOU**, continuing the **Miami Beach Nurse Enhancement Initiative** for the 2018-2019 school year; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30957, approving Amendment No. 3 to the **MOU**; said Amendment continuing the **Miami Beach Nurse Enhancement Initiative**, in the amount not to exceed \$139,000.00 per year (the "**City's Contribution**") for the 2019-2020 school year and each subsequent school year, on a recurring basis, subject to funding approval during the **CITY's** budgetary process; and

WHEREAS, on August 12, 2019, Amendment No. 3 was executed, extending the **Miami Beach Nurse Enhancement Initiative** services for the 2019-2020 school year pursuant to a separate agreement to be entered into among **MBCEF**, **The Trust** and a healthcare provider approved by **The Trust** (the "**Provider**"); said agreement providing for the staffing and the payment of certain costs associated with the **Nurse Enhancement Initiative** for all of the participating schools, for a total minimum global sum of \$232,600.00, pursuant to which the **City's Participating Schools** may also receive additional days of service; and

WHEREAS, on August 19, 2020, the **CITY** and **MBCEF** executed Amendment No. 4 to the **MOU**, continuing the **Miami Beach Nurse Enhancement Initiative** for the 2020-2021 school year; and

WHEREAS, on June 21, 2021, the **CITY** and **MBCEF** executed Amendment No. 5 to the **MOU**, continuing the **Miami Beach Nurse Enhancement Initiative** for the 2020-2021 school year; and

WHEREAS, on May 5, 2022, the **CITY** and **MBCEF** executed Amendment No. 6 to the **MOU**, continuing the **Miami Beach Nurse Enhancement Initiative** for the 2022-2023 school year; and

WHEREAS, on May 16, 2023, the **CITY** and **MBCEF** executed Amendment No. 7 to the **MOU**, continuing the **Miami Beach Nurse Enhancement Initiative** for the 2023-2024 school year; and

WHEREAS, on April 3, 2024, that the Mayor and City Commission adopted Resolution No. _____, approving, in substantial form, this Amendment to the **MOU**; (1) approving Hazel Health, Inc. (Hazel) and Telehealth Services USA, Inc. d/b/a Hazel Health Services (Hazel Services) (collectively, Hazel Health), as the current provider of telehealth-based primary care, therapy and counseling services for the School Board of Miami-Dade County (School Board), in order to fill vacancies for these services at City schools, commencing during the 2023-2024 school year, and every year thereafter, as needed; and (2) authorizing **MBCEF**, as the City's fiscal agent, to negotiate and execute any required agreements with the School Board and/or Hazel Health to fund the services provided by Hazel Health; and authorizing **MBCEF** to execute future funding agreements, which may include other providers, approved by the School Board for similar services, in connection with the fulfillment of the Nurse Enhancement Initiative; and

WHEREAS, the **CITY** will contribute funding in the amount of \$139,000.00 to support the **Miami Beach Nurse Enhancement Initiative** for the 2024-2025 school year, providing funding for two (2) licensed clinical social workers, or agreed upon equivalent professional, at each of the **CITY's Participating Schools** for the approximate number of days indicated: Miami Beach Senior High School, four (4) or five (5) days; Miami Beach Nautilus Middle School, two (2) days; Miami Beach Fienberg-Fisher K-8, one (1) day; Biscayne Beach Elementary School, one (1) day; Miami Beach South Pointe Elementary School, one (1) day; and North Beach Elementary School, one (1) day; and

WHEREAS, the **Miami Beach Nurse Enhancement Initiative** for behavioral health services for the **CITY's Participating Schools** (the "**Initiative**") for the 2023-2024 and 2024-2025 school years should be established pursuant to, and as part of, separate agreements to be entered into between (1) **MBCEF**, **The Trust** and/or the healthcare provider approved by **The Trust**; and/or (2) **MBCEF**, the **School Board** and/or the healthcare provider approved by the **School Board**) (collectively, the "**Funding Agreements**") to provide for the staffing and the payment of certain costs associated with the **Nurse Enhancement Initiative** for all of the participating schools, for a total minimum global sum of \$232,600.00, pursuant to which the **CITY's Participating Schools** may receive additional days of service. Once executed, the **Funding Agreements** shall be attached as Attachment "A" hereto.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The **MOU** is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

- (a) Commencing as of the Effective Date of this Amendment, Hazel Health as the current provider of telehealth-based primary care, therapy and counseling services for the School Board is hereby added as a provider of behavioral health services for all participating schools for the 2023-2024 school year, in order to fill current vacancies for these services, and every year thereafter, as needed to fulfill the Nurse Enhancement Initiative.
- (b) The term of this MOU is hereby extended through and including September 30, 2025.
- (c) Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following:

3. On or before October 31st, of each school year, the **CITY** shall provide funds ("**CITY'S Contribution**") to **MBCEF** for **Initiative** services on behalf of the **CITY's Participating Schools**, in the amount of \$139,000.00, for the period from October 1, 2024 to July 31, 2025 and from August 1, 2025 to September 30, 2025 subject to the following conditions:

- a. a favorable recommendation of the **CITY's Contribution** toward the Initiative is made by the **CITY's** Finance and Citywide Projects Committee in July of each fiscal year; and
- b. the **CITY** approves a budget during the **CITY's** budget hearings in September of each fiscal year that provides funding for the **CITY's Contribution** in each respective school year.

3. **RATIFICATION.**

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their respective and duly authorized officers as of the day and year first written above.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

By: _____
Rafael E. Granado, City Clerk

By: _____
Alina T. Hudak, City Manager

Date: _____

DRAFT

Approved as to
form & Language
& for Execution

City Attorney

Date

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION, INC.**

By: _____
Print Name: _____

By: _____
Brittanie Bassant, President and CEO

Date: _____

DRAFT

ATTACHMENT "A"

MBCEF/THE TRUST/PROVIDER AGREEMENTS

DRAFT