



2020-2021 MCPS Mental Health Plan

In Compliance with the Marjory Stoneman Douglas High School Public Safety Act
Senate Bills 7026 and 7030

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Vision Statement

Our vision is to develop a comprehensive, integrated, and equitable system of student support.

Mission Statement

Our mission is to eliminate barriers to learning and teaching, to enhance school-family relationships, and to re-engage disconnected students.

Background

On March 9, 2018 Governor Scott signed Senate Bill 7026 into Florida law. It is now known as the Marjory Stoneman Douglas High School Public Safety Act (Chapter 2018-3, Laws of Florida) and provides allocated funds for school districts to utilize for student mental health and wellness services. That being said, school districts are required to submit a comprehensive mental health plan to the Department of Education for approval by August 1 of each fiscal year. Each district plan must include the following elements:

- Procedures for referring students to school-based and community-based mental health providers for treatment and substance abuse treatment
- Procedures to coordinate mental health services with the student's primary care provider or other mental health providers
- Procedure for data sharing
- Procedures for documenting how many students are referred for services and how many students receive school-based and community-based services
- Description of outcome data that will be used to evaluate effectiveness of services
- Description of tier-1 awareness/prevention efforts that address mental health issues and substance abuse issues
- Description of tier-2 evidenced based targeted mental health interventions
- Description of tier-3 (intensive) evidenced based mental health interventions and services available
- Description of the mental health screening tool and assessment procedures to be used
- Procedures for coordination of services and support for students receiving community mental health services
- Procedures for identifying and delivering evidence-based mental health and substance abuse interventions

In addition, districts must annually submit a detailed report on the established program outcomes and expenditures beginning September 30, 2019. The report must include the following data points:

- Number of students who received mental health screenings or assessments
- Number of students referred for mental health services
- Number of students who actually received services
- School district direct employed service providers
- Contract-based collaborative efforts or partnerships with community mental health programs, agencies, or providers

2020-2021 Mental Health Plan Introduction

The following 2019-2020 Mental Health Plan reflection provides information on Marion County's progress towards the plan's goals which assisted in developing the 2020-2021 Mental Health Plan.

With the funding provided to us from the Marjory Stoneman Douglas High School Public Safety Act, we were able to purchase a universal screener, hire four additional school psychologists, two additional school counselors, three additional school social workers, three new school intervention therapist positions, curriculum to assist in providing tiered interventions for identified students, and stipends to train staff. The Student Services Leadership Team ([Appendix C](#)) submitted five goals in the 2019-2020 Mental Health Plan to be achieved through the funding provided by the Marjory Stoneman Douglas High School Public Safety Act.

Goal one was to improve access to school-based mental health supports by ensuring schools are staffed appropriately with trained mental health providers and students are assessed to determine their need for mental health services. This goal had two objective points; 1) staff additional mental health personnel (school counselors, school psychologists, and school social workers) to increase the amount of direct student contact time and 2) assess students' needs for mental health interventions/services. In addition to these positions, three school intervention therapist positions were added to the plan to support students receiving direct services through the Emotional Behavioral Disorder exceptionality program.

Below is a table showing how Marion County Public Schools compares to the national recommended staff to student ratio per position and how the funding from the Marjory Stoneman Douglas High School Public Safety Act improved the ratios.

Personnel	National Recommended Ratio	Current Ratio as of 7/1/19
School Counselors	1:250	1:393 (High) 1:439 (Middle) 1:510 (Elementary)
School Psychologists	1:750	1:1738
School Social Workers	1:250	1:2085

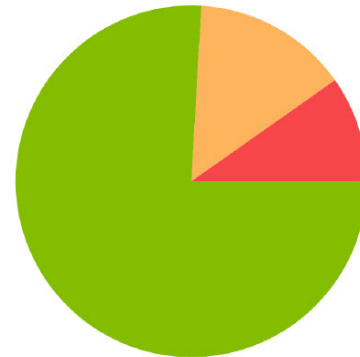
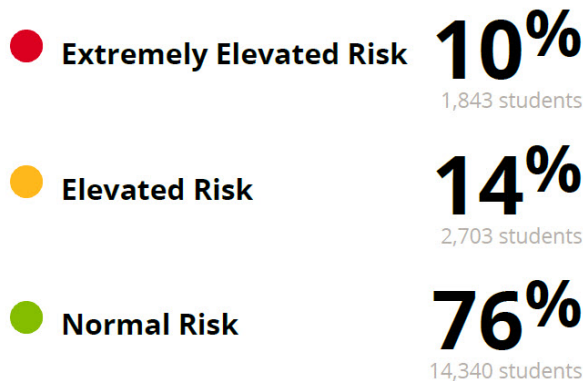
The second objective in Goal one was to assess students' needs for mental health interventions/services. This school year, we screened all elementary students in grades kindergarten through fifth in both the Fall and Spring terms. We requested that all of the homeroom teachers for those grade levels complete a universal behavior screener for their homeroom class roster. In total 18,886 students were screened using the BASC-3 Behavioral and Emotional Screening System (BESS) in the Fall term and 18,939 in the Spring term. Reference the tables below and [Appendix A](#) for a further breakdown of screening results.

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Fall 2019-2020 BESS Results

Behavioral and Emotional Risk Index

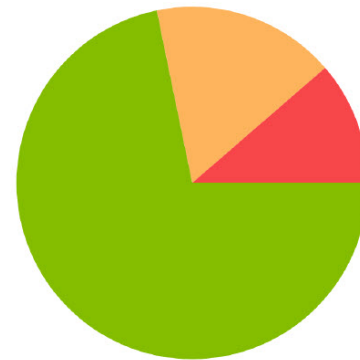
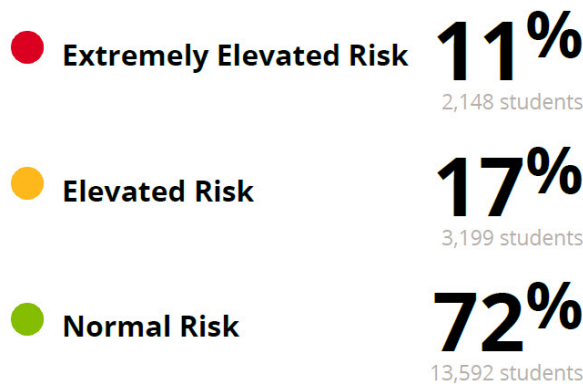
BESS-3 (Teacher)



Spring 2019-2020 BESS Results

Behavioral and Emotional Risk Index

BESS-3 (Teacher)



Goal two was to integrate a continuum of mental health supports within a multi-tiered system of supports. The first objective was to establish and integrate mental health curriculum and interventions for Tiers 1, 2, and 3 across grade levels. For Tier 1 implementation, we selected *Sanford Harmony* for the elementary schools, *SAVE Promise Clubs* for the middle schools, and *Signs of Suicide* for the high schools. To help reinforce the implementation of *Sanford Harmony* in elementary schools, *Sanford Harmony* lessons were embedded into the elementary Social Studies Curriculum Maps for each quarter. Additionally, all elementary school counselors were provided professional development on how to coordinate and train school staff using *Sanford Harmony* materials. Recognition for teachers implementing *Sanford Harmony* curriculum with fidelity was shared with MCPS staff in the MIND Your Health monthly

2020-2021 Mental Health Plan Introduction

newsletter to help reinforce the use of the program. Middle schools established or continued their *SAVE Promise Clubs* on each campus. The Mental Health Coordinator provided support and guidance to club sponsors to help guide club activities. Recognition for implementation of club activities were highlighted in the MIND Your Health monthly newsletter to help reinforce the use of the program as well. *Signs of Suicide*, the designated high school Tier 1 curriculum, was placed on hold due to new Rule requirements issued by the state. Rule 6A-1.094121 (Mental and Emotional Health Education) required suicide prevention content overview for students in grades 6-12. The *Signs of Suicide* curriculum would have duplicated curriculum content for students in grades 9-12 and was therefore dismissed. The 2020-2021 Mental Health Plan will provide continued support for the *Sanford Harmony* and *SAVE Promise Club* programs, expanding the *SAVE Promise Club* program to the high school level. For Tier 2 and Tier 3 implementation, school-based Multi-Disciplinary Teams (MDT) identified at-risk students using BESS data, Early Warning System Data, and MDT Referrals from staff or parents. For a list of currently used tiered interventions reference [Appendix B](#).

The second objective in Goal two was to integrate school based Multi-Disciplinary Teams within the established MTSS framework. On July 19, 2019, the Student Services Leadership Team held a training for all school counselors, student service managers, school psychologists, school social workers, and designated Assistant Principals from each school. At that time, all of the MDT members were trained on the MDT framework and expectations for implementation. Throughout the school year, each Multi-Disciplinary Team received school-based trainings by the Student Services Leadership Team to assist with providing a unified message from the district.

Goal three was to provide relevant and ongoing mental health professional development for all school employees. Marion County Public Schools currently has twenty-three Youth Mental Health First Aid trainers. For the 2019-2020 school year, the goal was to train forty percent of all school staff. Due to COVID-19 closing schools and preventing gatherings of more than 10 individuals, the Youth Mental Health First Aid training plans were disrupted. Below is a table showing the percentage of trained MCPS staff.

2020-2021 Mental Health Plan Introduction

Personnel	Total Trained	Total Employed	Percentage Trained
Elementary School Staff	1016	2825	36%
Middle School Staff	451	1050	43%
High School Staff	381	1076	35%
All MCPS Staff	2220	6292	35%

Goal four was to collaborate with community agencies and other MCPS stakeholders to ensure students and families have access to wrap-around services. This goal was broken down into three objectives, the first objective was to meet with community-agencies to discuss and problem-solve barriers to student and family services. The Marion County Continuum of School Mental Health Services (CSMHS) team was created to aid in better communication and problem solving between the school system, police departments, Department of Children and Families, and community counseling agencies. This group meets monthly to discuss student needs in the community and any new services that can be provided to our students.

Objective two was to partner with community mental health facilities to provide information and training, as it relates to Baker Act procedures. In the 2019-2020 school year we partnered with The Centers and The Vines to provide a Baker Act procedure update for our School Counselors, School Psychologists, and School Social Workers. In addition, The Centers created the Mobile Crisis Response Unit which answers calls from school teams to help determine if a Baker Act is warranted or to aid in referring to services should a Baker Act not be recommended.

Objective three was to partner with other MCPS departments to facilitate problem-solving and provide additional resources and options for comprehensive behavioral and mental health services. This objective was met through the Student Services Leadership Team meetings that occurred monthly. Directors and Program Specialists from Exceptional Student Education, Psychological & Social Work Services, School Counseling & Assessment, and Student Services departments were invited to the table to discuss ways to implement mental health goals in our schools, as well as discuss any barriers to those goals.

Goal five was to provide relevant and ongoing mental health information and resources for parents. Members of the Student Services Leadership Team provided Mental Health Plan information to parents at school-based events, including Title I parent nights and open houses. An informational MCPS Mental Health web-page was developed to provide tiered support information to students and families, and a community event focused on suicide prevention has been scheduled.

Goal 1

Improve access to school-based mental health supports by ensuring schools are staffed appropriately with trained mental health providers, and students are assessed to determine their need for mental health services.

Rationale

In order to provide comprehensive mental health services for at-risk students, our staffing resource allocation will include prevention, intervention, and post-vention services. School counselors are tasked with providing a comprehensive preventative mental health program as well as tiered mental health supports. In order to accomplish this goal, it is proposed to add a counselor unit to any school with a ratio higher than 1:700 (e.g., 1 counselor per each 700 students) and to realign the job responsibilities of the school counselor. This will increase the amount of time school counselors are able to provide direct mental health services to students. School psychologists and school social workers will assist in providing mental health services by: offering additional learning opportunities for students, families, and staff; participating in direct services (e.g., mental health screening, counseling); collaborating with community agencies to plan and facilitate wrap-around services; and connecting families with resources within and outside of the school setting. In order to accomplish this goal effectively and efficiently, it is proposed to continue funding four school psychologist positions and increase the funded school social worker positions to five. Additionally, the realignment of school psychologist and school counselor roles will ensure case management responsibilities are shared and direct student contact mental health services are increased.

With appropriately staffed schools, mental health providers will be able to identify students who are at-risk and provide timely mental health interventions. Early identification and intervention for students with social, emotional, and behavioral concerns is an integral part of helping these students become successful at school as well as ensuring student safety on campus. Providing a clear method of referring students of concern to a team of mental health professionals and other members of a problem-solving team will decrease the chance of these students' needs being unintentionally overlooked. Early warning system data including student office discipline referrals, attendance information, and number of suspensions can provide schools with information on students who exhibit externalizing behaviors. However, in order for schools to identify and reach all students with mental health needs, a more comprehensive behavioral/emotional screening instrument will need to be utilized to identify students with problematic internalizing behaviors. Universal screening will be implemented district-wide for all elementary students, and used to gather additional information for secondary students referred to the MDT.

The MDT Referral form ([Appendix D](#)) will include requests for pertinent student information including any diagnoses/identifications, current interventions/treatment, and mental health care provider contact information. District procedures will require any student with a completed MDT Referral form to participate in a BESS screening within 15 days of referral.

Once students are referred to the Multi-Disciplinary Team, team members will determine the best approach to mental health and behavior intervention for the student. District procedures will require any intervention/s determined at the MDT meeting, to begin within 15 days (school-based) or 30 days (community-based) of determination. Once referral forms are completed by the team, all data will be securely scanned to our district Mental Health Data Specialist who is responsible for tracking student referral information, screenings, and services. Additionally, school teams will also be able to refer students on to a district-based Multi-Disciplinary Team, providing additional expertise and support for students.

Goal 1 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> Identifies number and credentials of mental health service providers employed by the district. Describes how district will maximize use of other sources of funding to provide school-based mental health services, where appropriate (e.g., Medicaid reimbursement, 3rd party payments, grants). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #1: Staff mental health personnel (School Counselors, School Psychologists, and School Social Workers) to increase direct student contact time with mental health personnel.	Step 1 Increase the time mental health personnel spend providing direct student services by: a) Review and revise resource allocation (personnel assigned to schools) based on school/student need. b) Review and revise roles and responsibilities of mental health personnel to allocate time for services, based on school needs, and redefine roles as needed.	<i>Process Data:</i> School counselor, psychologist, and social worker ratios. <i>Perception Data:</i> SHAPE ¹ needs assessment survey. <i>Outcome Data:</i> Use-of-Time Assessment Data. Documentation of Medicaid billing information for services provided by School Social Workers and School Psychologists.	Director of Psychological and Social Work Services, Director of School Counseling & Assessment.

¹ SHAPE System serves as a portal by which comprehensive school mental health systems can access performance measures resulting in customized reports used to improve the quality and sustainability of the mental health system's programs.

Goal 1 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> Includes description of supports that addresses mental health needs (assessment, diagnosis, intervention, treatment, and recovery). Identifies evidence-based mental health services for students with one or more co-occurring mental health or substance abuse diagnoses and students at risk of such diagnoses. Describes process for coordinating mental health services with a student's primary care provider and other mental health providers, including procedures for information sharing. Identifies how many students are screened/assessed, how many students are referred for services, and how many students receive services/assistance (school-based and community). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #2: Assess students' needs for mental health interventions/services.	<p>Step 1</p> <p>Screen students utilizing a combination of Early Warning Indicator data and behavioral/emotional screening instrument data.</p> <p>Step 2</p> <p>Provide system by which staff, parents, students, and community agencies can refer students for behavior/ performance concerns to the school-based Multi-Disciplinary Team (MDT).</p> <p>Step 3</p> <p>Provide system by which school-based Multi-Disciplinary Teams can refer students for continued behavior/performance concerns to a district-based Multi-Disciplinary Team.</p>	<p><i>Process Data:</i> Number of students screened and identified as needing mental health interventions/ services.</p> <p><i>Perception Data:</i> SHAPE needs assessment survey.</p> <p><i>Outcome Data:</i> Percentage of students referred for threat/suicide screenings, interventions, and/or community services.</p>	School-based mental health personnel and school-based Multi-Disciplinary Team (MDT).

Goal 2

Integrate a continuum of mental health supports within a multi-tiered system of supports.

Rationale

A multi-tiered system of supports approach to mental health ensures students who experience mental health problems have timely access to effective and coordinated supports and services. At the Tier 1 level, all students receive preventative mental health curriculum including instruction on Social Emotional Learning, Social Inclusiveness, and Suicide Prevention. At the Tier 2 level, groups of students with similar needs identified by a mental health screening instrument or MDT referral will receive mental health interventions which may include group counseling and behavior interventions aligned with the targeted areas of concern. Students who require the most intense therapeutic services as determined by the MDT team, will receive Tier 3 individualized services which may include IEP counseling, referral for ongoing and intensive counseling services provided by community agencies, psychological evaluation, and crisis response/interventions. Quality, research-based mental health curriculum and interventions will be needed to provide these services to our students.

In addition to tiered services provided during the school day, Lead Social Workers classified as Licensed Clinical Social Workers will provide additional services to students outside of the school day to allow flexibility for online student schedules and manage the Drug and Alcohol Diversion program.

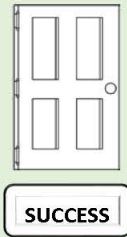
In order for the Multi-Disciplinary Team to be successful in providing students with mental health support, the team will need to be highly trained in their roles on the MDT and the implementation of appropriate mental health interventions. Integration of an established MTSS framework for academics will need to be considered to ensure efficiency and quick response to student needs. School-based MDT members will be trained collaboratively to ensure team cohesiveness and consistency.

Goal 2 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> • Focuses on delivering evidence-based mental health services. • Includes description of supports that addresses mental health needs (assessment, diagnosis, intervention, treatment, and recovery). • Identifies evidence-based mental health services for students with one or more co-occurring mental health or substance abuse diagnoses and students at risk of such diagnoses. • Describes the collaborative partnerships with community providers and agencies. • Identifies how many students are screened/assessed, how many students are referred for services, and how many students receive services/assistance (school-based and community). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #1: Establish and integrate mental health curriculum and interventions for Tiers 1, 2, and 3 across grade levels.	<p>Step 1</p> <p>Determine Tier 1 mental health curriculum to include preventative measures such as social inclusiveness and social emotional learning (SEL) curriculum.</p> <p>Step 2</p> <p>Determine Tier 2 mental health curriculum to include targeted group counseling curriculum and behavior interventions.</p> <p>Step 3</p> <p>Determine Tier 3 mental health curriculum to include direct therapeutic services (IEP counseling or coordinating with community counseling agencies), psychological assessment of social, emotional, and behavioral problems, and crisis intervention/response.</p>	<p><i>Process Data:</i> Information on mental health curriculum utilized and number of students participating in the curriculum. Mental health personnel who provided curriculum.</p> <p><i>Perception Data:</i> SHAPE needs assessment survey.</p> <p><i>Outcome Data:</i> School-based PBIS data (ODRs by type); percentage of students referred for, receiving, and dismissed from counseling services; percentage of students referred for psychological evaluation, in addition to eligibility rates; and crisis intervention/response information.</p>	School-based mental health personnel (School Counselors, School Psychologists, and School Social Workers)

MCPS – MTSS Intervention Continuum Behavior/Mental Health

Note: Not every student behavior will necessarily fit into one specific box due to behaviors often serving multiple functions. Professional judgment will need to be applied to determine the best approach for each student. Interventions should only be provided by trained personnel/staff.

<u>Anxiety/Depression/ Self-Esteem/Trauma</u>	<u>Self-Regulation/ Impulse Control</u>	<u>Aggression/ Anger Management</u>	<u>SEL Skill Building/ Social Skills</u>	
<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Internalizing Risk Index/Adaptive Risk Index ♦ MDT Referral Diagnosis – Anxiety, Depression, PTSD, DMDD 	<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Externalizing Risk Index ♦ MDT Referral Diagnosis – ADHD, ODD, DMDD 	<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Externalizing Risk Index/Adaptive Risk Index ♦ MDT Referral Diagnosis – ODD, DMDD, Conduct Disorder 	<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Adaptive Risk Index ♦ MDT Referral Diagnosis – ADHD, Anxiety, ASD, Depression, ODD, PTSD 	<u>On Level</u> <ul style="list-style-type: none"> ♦ <i>Core Curriculum:</i> <ul style="list-style-type: none"> ○ School-wide Behavior Expectations ○ SEL Curriculum ○ Social Inclusiveness Curriculum
<u>District Supported Interventions:</u> <ul style="list-style-type: none"> ♦ Chill & Spill ♦ Ink About It ♦ Magnificent, Marvelous, Me ♦ Mentoring ♦ Stopping the Pain – A Workbook for Teens who Cut and Self Injure 	<u>District Supported Interventions:</u> <ul style="list-style-type: none"> ♦ BEP (Check-in/Check-out) ♦ Executive Functioning for Teens ♦ I Can Problem Solve ♦ Second Steps ♦ Skill Streaming ♦ Stop & Think ♦ Zones of Regulation 	<u>District Supported Interventions:</u> <ul style="list-style-type: none"> ♦ Behavior Contract ♦ Second Steps ♦ Stop & Think ♦ Zones of Regulation 	<u>District Supported Interventions</u> <ul style="list-style-type: none"> ♦ I Can Problem Solve ♦ Second Steps ♦ Small Group Sanford Harmony Lessons ♦ Social Stories 	
<u>Progress Monitoring</u> Program Specific	<u>Progress Monitoring</u> Program Specific	<u>Progress Monitoring</u> Program Specific	<u>Progress Monitoring</u> Program Specific	
<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	

Goal 2 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> • Focuses on delivering evidence-based mental health services. • Includes description of supports that addresses mental health needs (assessment, diagnosis, intervention, treatment, and recovery). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #2: Integrate school-based Multi-Disciplinary Teams (MDT) within the established MTSS framework.	Step 1 Provide professional development training and resources to help school-based teams identify, refer, and provide appropriate interventions for students in need of mental health support.	<i>Process Data:</i> Comprehensive District MTSS plan including MDT team and wrap-around services referrals as a component of framework. <i>Perception Data:</i> SHAPE needs assessment survey. <i>Outcome Data:</i> District and School-based MTSS process audit data.	District and school-based data team

Goal 3

Provide relevant and ongoing mental health professional development for all school employees.

Rationale

Training all school staff to recognize students with signs of mental health needs will assist the school by responding in a timely and appropriate manner. School staff will also be trained on how to refer students to the school-based Multi-Disciplinary Team to ensure students receive mental health interventions matching the level of need.

Goal 3 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> • Focuses on delivering evidence-based mental health services. • Includes description of supports that addresses mental health needs (assessment, diagnosis, intervention, treatment, and recovery). • Describes how district will maximize use of other sources of funding to provide school-based mental health services, where appropriate (e.g., Medicaid reimbursement, 3rd party payments, grants). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #1: Provide mental health training to all school staff to assist in the appropriate identification and response to students in need of mental health support.	Step 1 Identify district personnel to be trained as Youth Mental Health First Aid trainers through grant funding. Step 2 Provide Youth Mental Health First Aid Training to all school personnel via school-based trainings.	<i>Process Data:</i> Percentage of trained school employees. <i>Perception Data:</i> Post training surveys. <i>Outcome Data:</i> School-based PBIS data (ODRs by type); percentage of students referred for, receiving, and dismissed from counseling services; percentage of students referred for psychological evaluation, in addition to eligibility rates; and crisis intervention/ response information.	District and school-based mental health personnel.

Goal 4

Collaborate with community agencies and other MCPS stakeholders to ensure students and families have access to wrap-around services.

Rationale

Community agencies have the opportunity to provide a wide array of services within and outside of the school setting. Schools have a unique opportunity to identify student needs and connect families with appropriate services. However, collaboration and ongoing communication is essential in order to respond efficiently and avoid redundancy of services. Interagency communication allows school mental health personnel to provide the most current information about community resources, as well as facilitate access to these services (e.g., referral procedures). Students and families may encounter barriers to accessing community resources, such as transportation issues. Community-school partnerships allow for problem-solving such barriers. For instance, such partnerships allow schools to enable access to students while on campus. These efforts increase the scope of mental health services that can be provided, thereby improving the physical and psychological safety of our students ([Appendix E](#)).

Community agencies and providers have access to updated information and resources regarding identifying at-risk youth and addressing acute mental health needs (e.g., Baker Act requirements), as well as keeping abreast of federal and state mandates and regulations. It is critical to partner with these providers to afford school mental health personnel and essential staff (e.g., School Resource Officers and School Administrators) the necessary training to ensure schools are using best practices. Training may include, but is not limited to, threat screening procedures to identify students at-risk of harm to self or others, Baker Act criteria and referral procedures, and post-vention information for services/strategies after a student returns from a Baker Act assessment or inpatient care.

The implementation of integrated school-based mental health services is most effective within a multi-tiered system of supports, to include collaboration between all stakeholders and departments. Including relevant stakeholders in the problem-solving process ensures that all options available are considered and the full breadth of student needs are met appropriately. In order to accomplish this goal, routine meetings with department representatives from Student Services and Exceptional Student Education (ESE) will be held to discuss services, improve referral procedures, and eliminate redundancy of services whenever possible. Additionally, these meetings will allow school personnel to problem-solve barriers and design additional options or programming to broaden the services available to students.

All MCPS Charter Schools will be included in the implementation of the mental health plan to include; trainings, access to resources, and procedure expectations.

Goal 4 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> • Describes the collaborative partnerships with community providers and agencies. • Describes process for coordinating mental health services with a student's primary care provider and other mental health providers, including procedures for information sharing. • Identifies number and credentials of mental health services providers contracted by the district. • Describes how district will maximize use of other sources of funding to provide school-based mental health services, where appropriate (e.g. Medicaid reimbursement, 3rd party payments, grants). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #1: Meet with community agencies to discuss and problem-solve barriers to student and family services.	Step 1 Develop meeting schedule, based on district needs assessment, to discuss community agency referral processes, access to students/families within school setting; partnership opportunities for information and training. Step 2 Identify barriers to referral process and/or provision of school-based services, and develop solutions to address concerns and improve process	<i>Process Data:</i> List of community providers and services provided, provider and credentialing information for any contracted services, meeting schedule, and running record of students referred to each agency. <i>Perception Data:</i> SHAPE needs assessment survey. <i>Outcome Data:</i> Record of students/families served by each agency within the school setting and in the community (if available); and meeting minutes detailing school-community problem-solving regarding referral and service processes.	District and School-based mental health personnel and community agency representatives

Goal 4 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> • Describes the collaborative partnerships with community providers and agencies. • Describes process for coordinating mental health services with a student's primary care provider and other mental health providers, including procedures for information sharing. • Identifies number and credentials of mental health services providers contracted by the district. • Describes how district will maximize use of other sources of funding to provide school-based mental health services, where appropriate (e.g. Medicaid reimbursement, 3rd party payments, grants). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #2: Partner with community mental health facilities to provide information and training, as it relates to Baker Act procedures.	Step 1 Partner with community agency to develop and provide yearly refresher information/training for Multi-Disciplinary Team (MDT) members, School Resource Officers, Administration, and other stakeholders.	<i>Process Data:</i> Percentage of trained school employees. <i>Perception Data:</i> Post training surveys. <i>Outcome Data:</i> District and School-based referral and threat assessment process audit data.	District and School-based mental health personnel and community agency representatives

Goal 4 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> • Describes the collaborative partnerships with community providers and agencies. • Describes process for coordinating mental health services with a student's primary care provider and other mental health providers, including procedures for information sharing. • Identifies number and credentials of mental health services providers contracted by the district. • Describes how district will maximize use of other sources of funding to provide school-based mental health services, where appropriate (e.g. Medicaid reimbursement, 3rd party payments, grants). 		
Objective			
Objective #3: Partner with other MCPS Departments to facilitate problem-solving and provide additional resources and options for comprehensive behavioral and mental health services.	Step 1 Hold routine meetings with Student Services, ESE, Community Engagement, and other departments and stakeholders to solidify referral procedures and limit overlap or redundancy of services. Step 2 Engage in problem-solving with all stakeholders and relevant departments to increase and effectively use alternative options or programming within the MTSS and Mental Health Plan framework.	<i>Process Data:</i> Information on how other departments are included/impacted by plan and areas where collaboration is warranted. <i>Perception Data:</i> SHAPE needs assessment survey. <i>Outcome Data:</i> Meeting minutes detailing problem-solving and procedural changes that result.	District mental health personnel and other MCPS department representatives

Goal 5

Provide relevant and ongoing mental health information and resources for parents.

Rationale

Parent engagement is an integral part of student success, both academically and behaviorally. Including key stakeholders, such as parents and teachers, in the design and delivery of services that foster social-emotional development will improve overall attainment and sustainability. In order to improve home-school communication and to foster a positive relationship between families and community agencies, ongoing information will be provided to parents through a variety of modalities. These efforts may include printed resources, videos, and parent information sessions.

In an effort to bridge the gap between families and access to primary mental health providers in the community, parent engagement activities will also focus on providing opportunities for community agencies and mental health providers to engage with parents in a safe environment to increase access to these resources.

Goal 5 Objectives

FDOE Checklist Criteria Met:	<ul style="list-style-type: none"> Includes description of supports that addresses mental health needs (assessment, diagnosis, intervention, treatment, and recovery). 		
Objective	Implementation Steps	Measurement of Completion	Person/Team Responsible
Objective #1: Provide ongoing mental health information for parents and families.	Step 1 Provide information sessions for parents, to include: social emotional learning and child/adolescent development, mental health warning signs, tips for parents/caregivers to deal with mental health issues, and crisis response. Step 2 Provide information to families on school and community-based services through website, video shorts, school-based Q&A sessions, and parent meetings.	<i>Process Data:</i> Schedule and plan for parent sessions and information dissemination. <i>Perception Data:</i> Post parent surveys. <i>Outcome Data:</i> Percentage of students referred for threat/suicide screenings, interventions, and/or community services by parent request.	School-based mental health personnel.

2020-2021 Estimated Mental Health Budget

2019-2020 Roll-Over Budget Items	Total		
2019-2020 Personnel Roll-Over Budget	8,226.24		
2019-2020 SAVE Supplements	0.00		
2019-2020 Travel	10,000.00		
2019-2020 Technology	2,464.14		
2019-2020 Supplies	9,595.92		
2019-2020 Furniture	8,510.98		
2019-2020 Parent/Community Engagement	46,354.00		
2019-2020 Behavioral and Emotional Screening System	0.00		
2019-2020 Curriculum Kits	150,000.00		
2019-2020 Professional Development	0.00		
Total	235,151.28		
2020-2021 Budget Items Allocated From 2019-2020 Roll-Over Budget	Total		
Personnel	8,226.24		
Travel	10,000.00		
Technology	2,464.14		
Supplies	9,595.92		
Furniture	8,510.98		
Parent/Community Engagement	46,354.00		
Curriculum Kits	150,000.00		
Roll-Over Budget Excess of Allocation	(0)		
2020-2021 Mental Health Plan Budget	Total		
2020-2021 Mental Health Plan Allocation	1,522,703.00		
2020-2021 Personnel Budget Items Allocated From 2020-2021 Budget	2020-2021 Yearly Salary	Total Benefits	Total
School Psychologist (position filled)	72,609.12	20,499.20	93,108.32
School Psychologist (position filled)	72,609.12	20,711.80	93,320.92
School Psychologist (position filled)	72,609.12	25,841.40	98,450.52
School Psychologist (position filled)	72,609.12	20,499.20	93,108.32
School Social Worker (position filled)	42,036.35	16,683.63	58,719.98
School Social Worker (position filled)	40,805.74	7,637.37	48,443.11
School Social Worker (position filled)	58,034.31	18,295.24	76,329.56
School Social Worker (new position)	42,856.76	15,429.21	58,285.97
School Social Worker (new position)	42,856.76	15,429.21	58,285.97
School Counselor; Elem (new position)	49,000.00	17,213.70	66,213.70
School Counselor; Elem (position filled)	47,958.69	21,192.96	69,151.64
School Counselor; Elem (position filled)	44,087.37	15,661.67	59,749.04
Prog Spec; C & I; Assessment (position filled)	61,215.00	28,220.58	89,435.58
Coordinator I; C & I; Assessment (position filled)	77,808.83	14,043.17	91,852.01
Confidential Secretary (new position)	42,023.12	15,002.93	57,026.04
2020-2021 Budget Items Allocated From 2020-2021 Budget	Total		
The Centers; Licensed Mental Health Counselor	50,000.00		
The Centers; Licensed Mental Health Counselor	50,000.00		
SAVE Promise Club Sponsor Stipend	20,000.00		
Licensed Social Worker Incentive Stipend	20,000.00		
Technology	3,000.00		
Behavioral and Emotional Screening System (BESS)	26,000.00		
Professional Development	242,222.32		
Budget Excess of Allocation	(0)		

Appendix A

Externalizing Risk Index



Extremely Elevated Risk

7%

1,512 Students



Elevated Risk

12%

2,369 Students

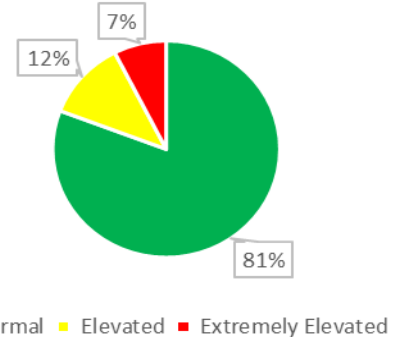


Normal Risk

81%

16,303 Students

MCPS - Fall 2019 - ERI



Internalizing Risk Index



Extremely Elevated Risk

5%

1,113 Students



Elevated Risk

14%

2,812 Students

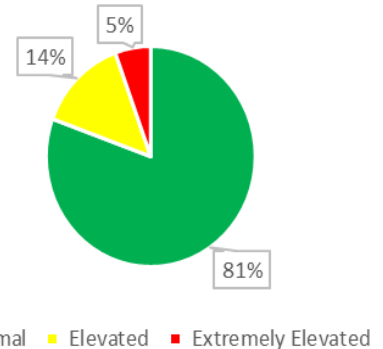


Normal Risk

81%

16,259 Students

MCPS - Fall 2019 - IRI



Adaptive Skills Risk Index



Extremely Elevated Risk

5%

1,047 Students



Elevated Risk

17%

3,333 Students

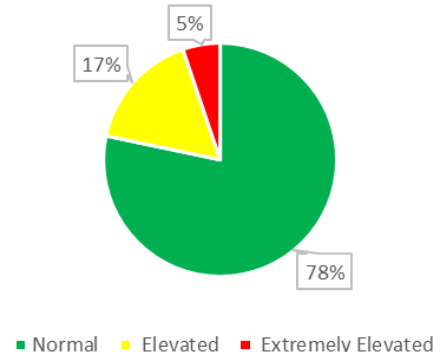


Normal Risk

78%

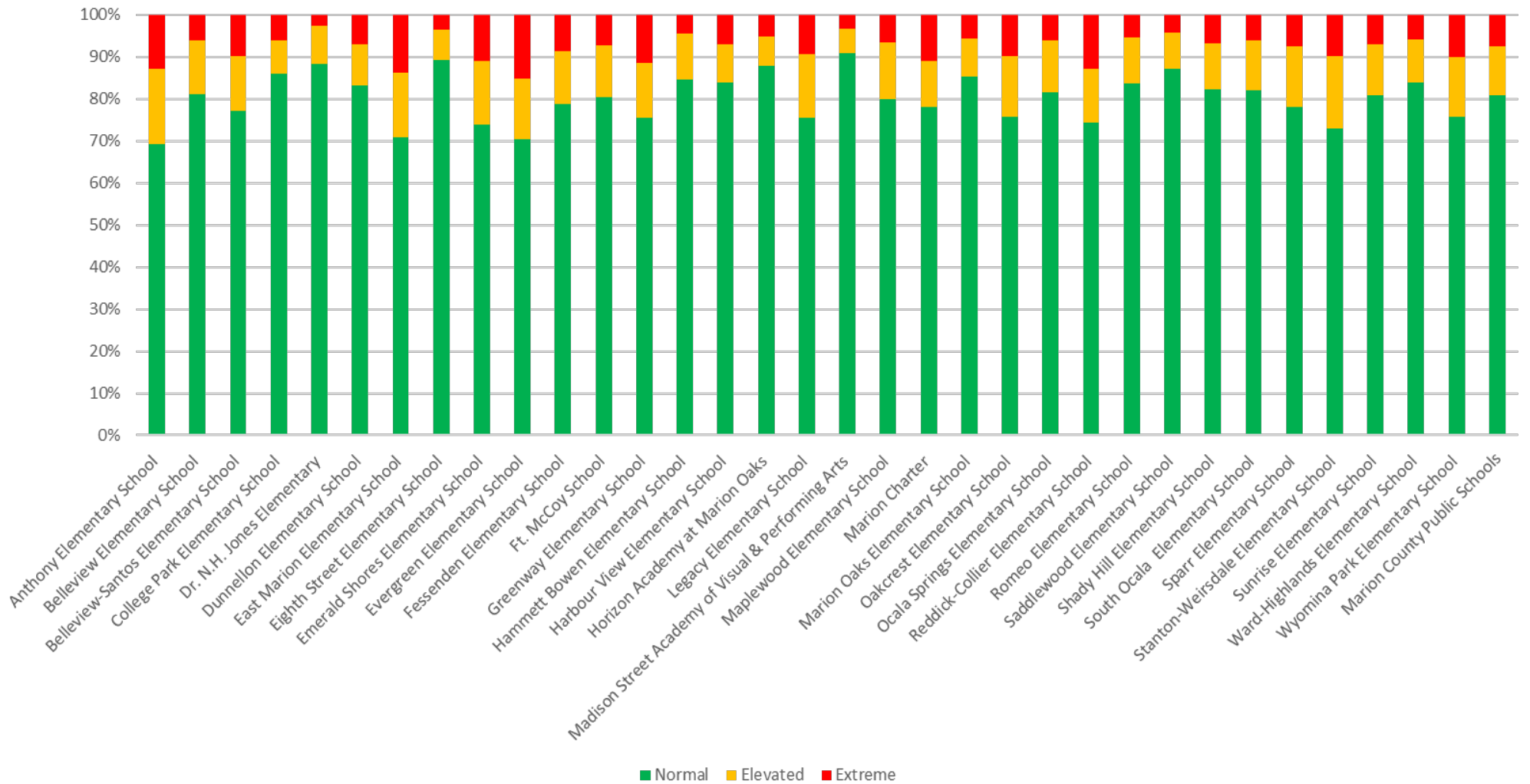
15,804 Students

MCPS - Fall 2019 - ARI



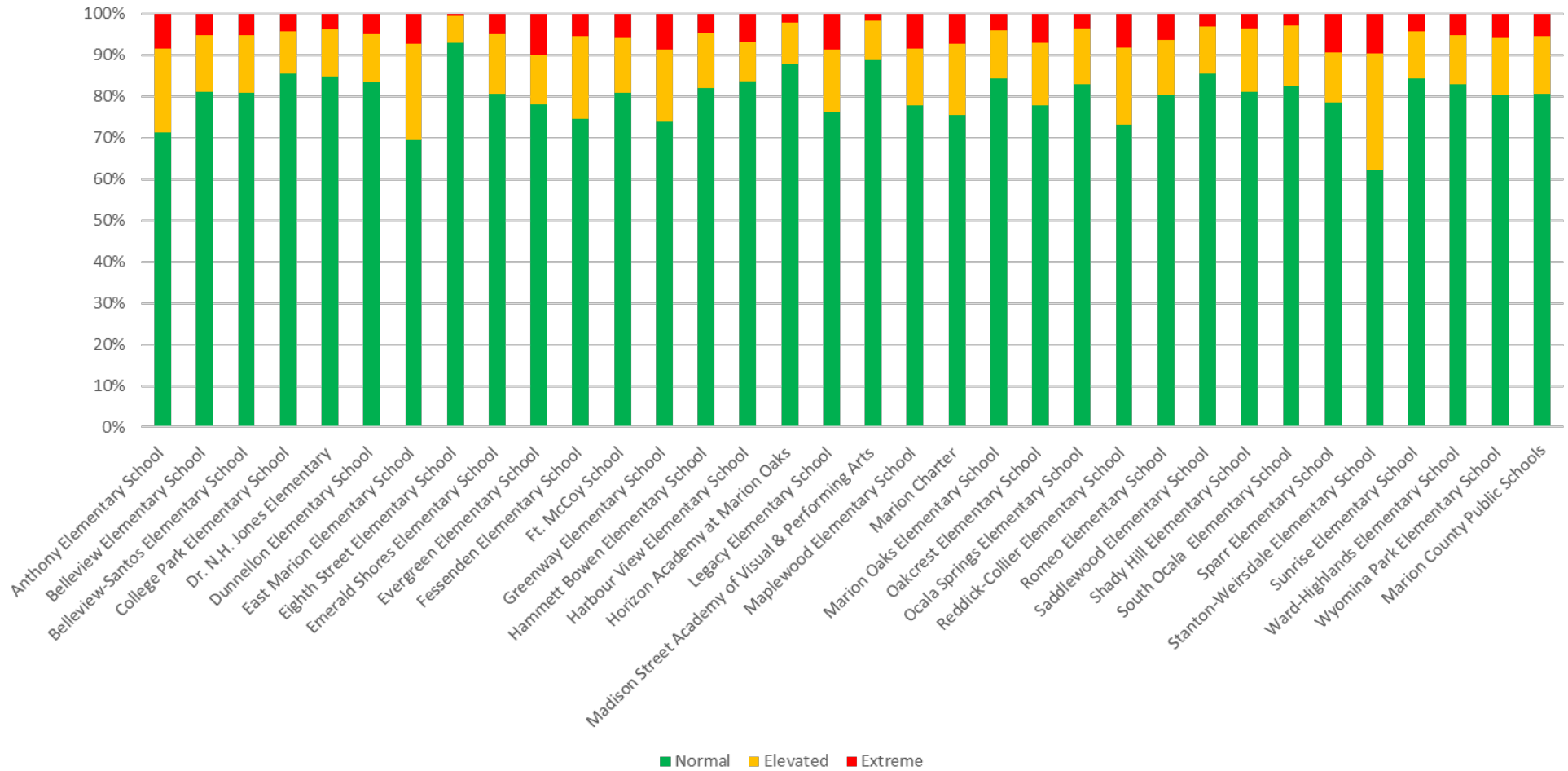
Appendix A

Externalizing Risk Index by School - Fall 2019



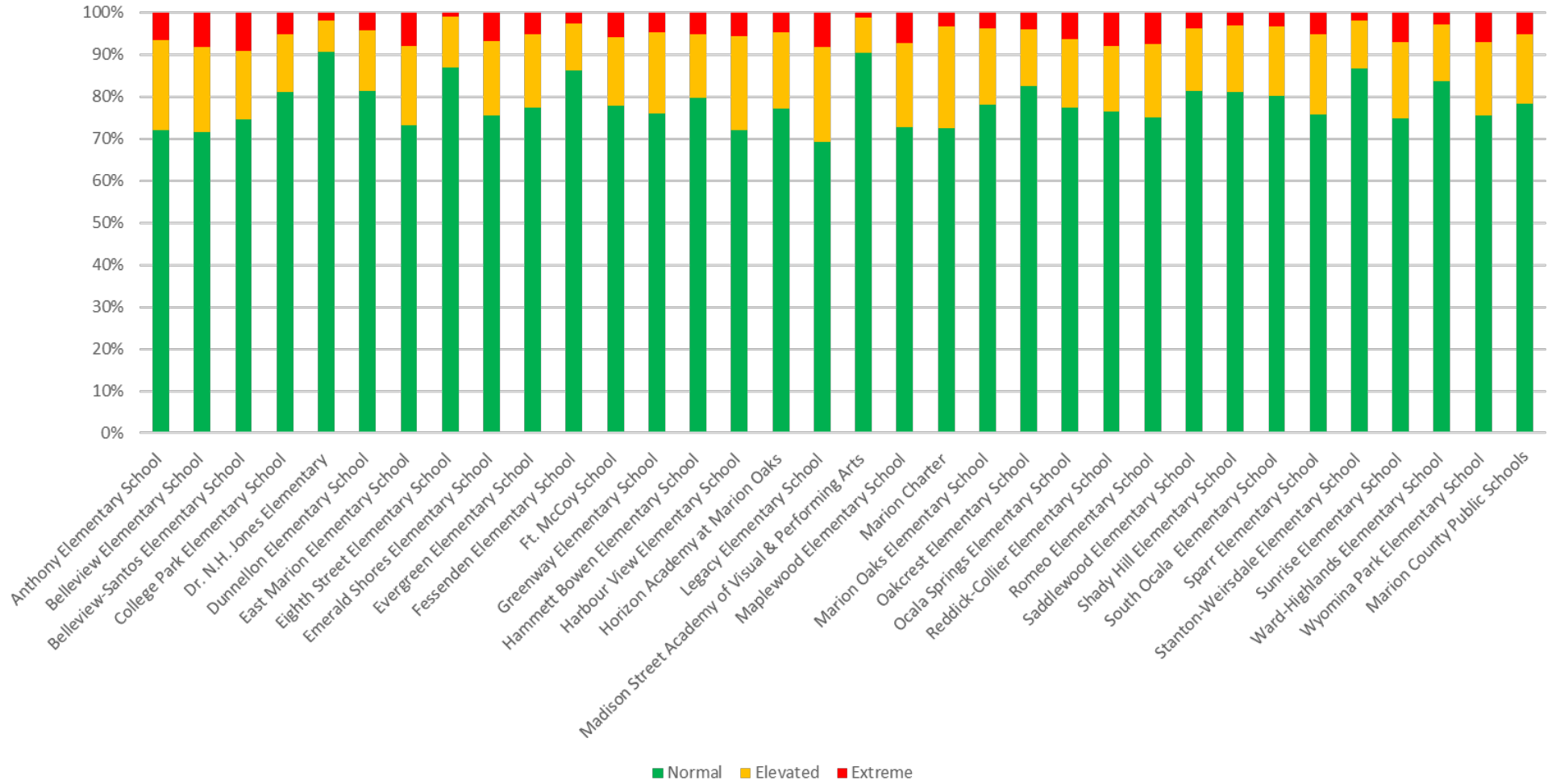
Appendix A

Internalizing Risk Index by School - Fall 2019



Appendix A

Adaptive Risk Index by School - Fall 2019



Appendix A

Externalizing Risk Index



Extremely Elevated Risk

9%

1,794 Students



Elevated Risk

13%

2,631 Students

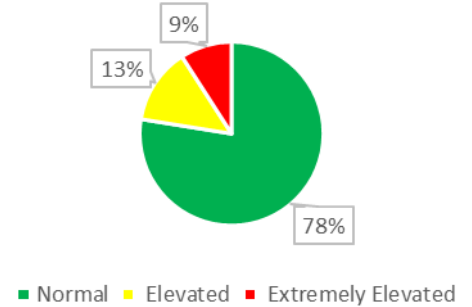


Normal Risk

78%

15,275 Students

MCPS - Spring 2020 - ERI



Internalizing Risk Index



Extremely Elevated Risk

6%

1,250 Students



Elevated Risk

17%

3,300 Students

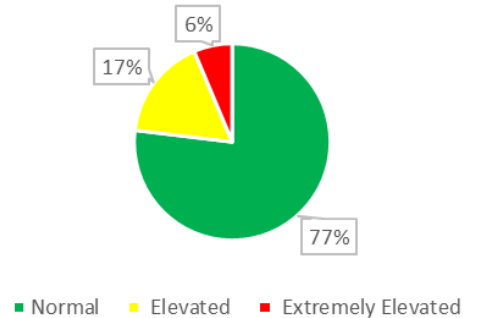


Normal Risk

77%

15,150 Students

MCPS - Spring 2020 - IRI



Adaptive Skills Risk Index



Extremely Elevated Risk

5%

1,075 Students



Elevated Risk

18%

3,487 Students

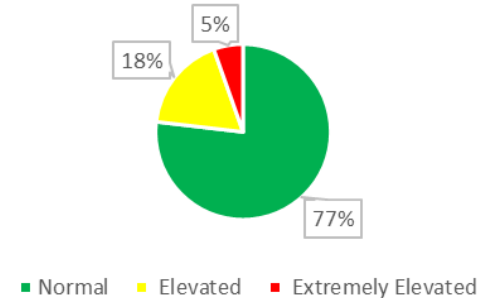


Normal Risk

77%

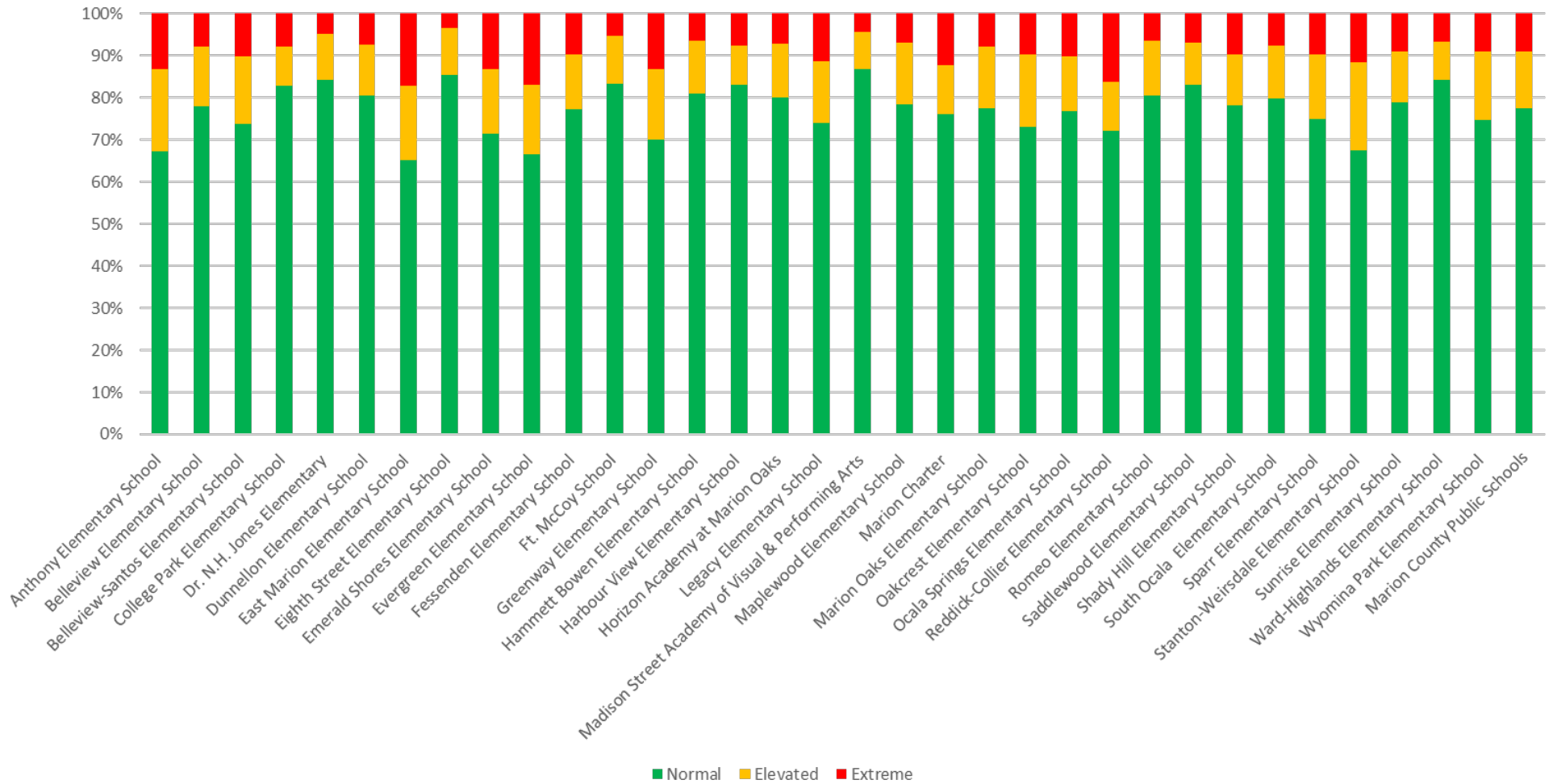
15,138 Students

MCPS - Spring 2020 - ARI



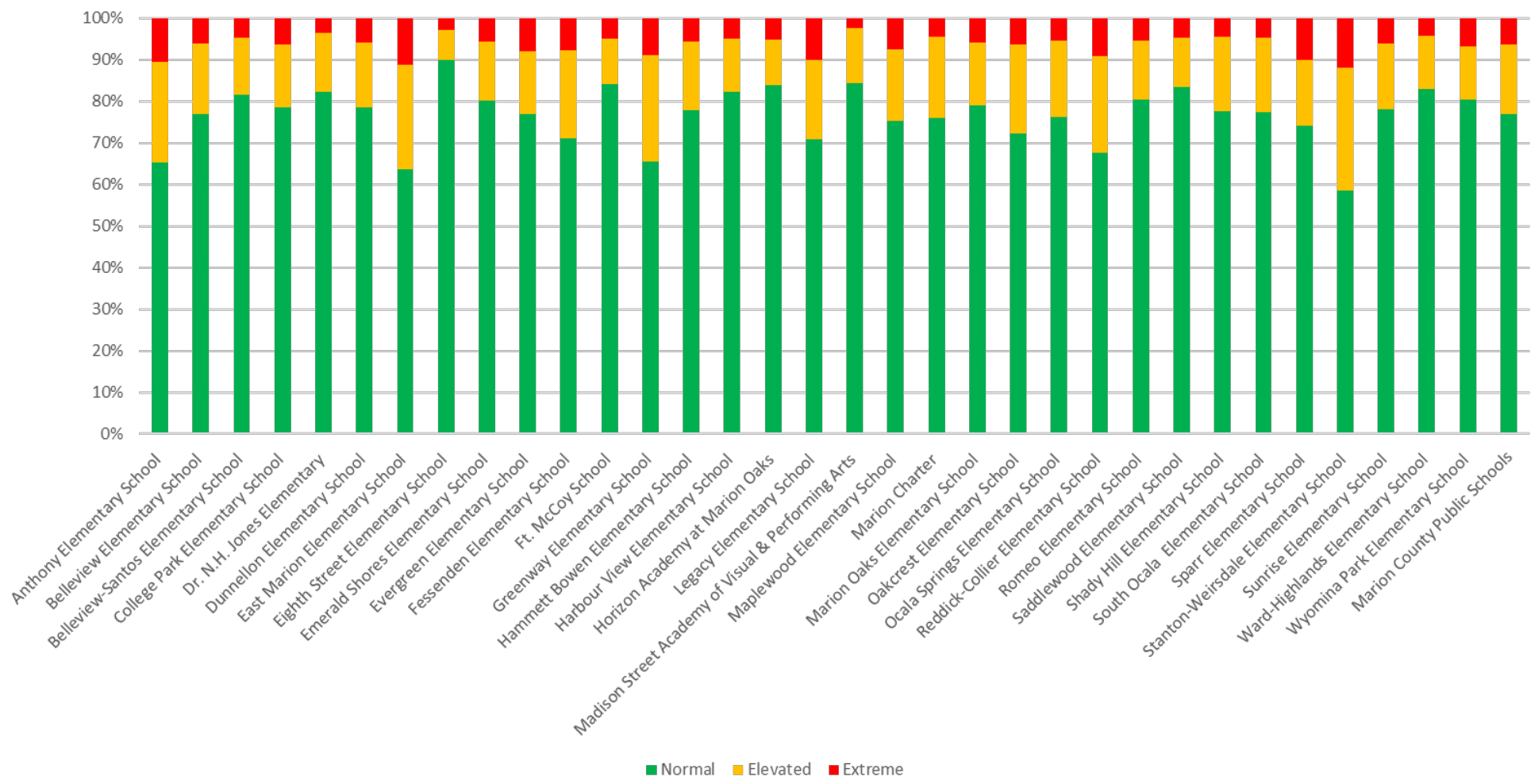
Appendix A

Externalizing Risk Index by School - Spring 2020



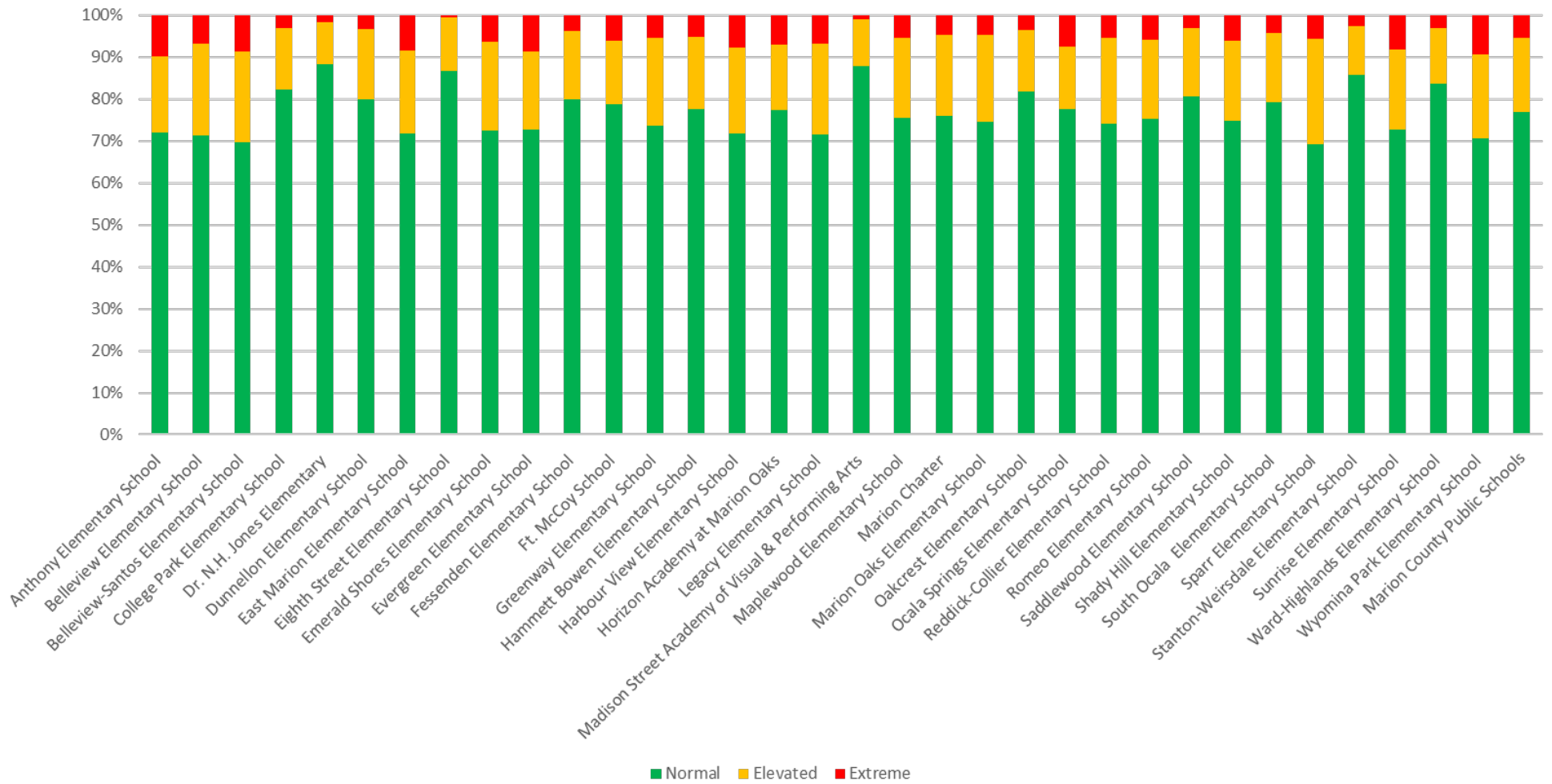
Appendix A

Internalizing Risk Index by School - Spring 2020



Appendix A


Adaptive Risk Index by School - Spring 2020



Appendix B

MCPS – MTSS Intervention Continuum Behavior/Mental Health

Note: Not every student behavior will necessarily fit into one specific box due to behaviors often serving multiple functions. Professional judgment will need to be applied to determine the best approach for each student. Interventions should only be provided by trained personnel/staff.

<u>Anxiety/Depression/ Self-Esteem/Trauma</u>	<u>Self-Regulation/ Impulse Control</u>	<u>Aggression/ Anger Management</u>	<u>SEL Skill Building/ Social Skills</u>	
<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Internalizing Risk Index/Adaptive Risk Index ♦ MDT Referral Diagnosis – Anxiety, Depression, PTSD, DMDD 	<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Externalizing Risk Index ♦ MDT Referral Diagnosis – ADHD, ODD, DMDD 	<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Externalizing Risk Index/Adaptive Risk Index ♦ MDT Referral Diagnosis – ODD, DMDD, Conduct Disorder 	<u>Criteria Data Source:</u> <ul style="list-style-type: none"> ♦ BESS – Adaptive Risk Index ♦ MDT Referral Diagnosis – ADHD, Anxiety, ASD, Depression, ODD, PTSD 	<u>On Level</u> <ul style="list-style-type: none"> ♦ <i>Core Curriculum:</i> <ul style="list-style-type: none"> ○ School-wide Behavior Expectations ○ SEL Curriculum ○ Social Inclusiveness Curriculum
<u>District Supported Interventions:</u> <ul style="list-style-type: none"> ♦ Chill & Spill ♦ Ink About It ♦ Magnificent, Marvelous, Me ♦ Mentoring ♦ Stopping the Pain – A Workbook for Teens who Cut and Self Injure 	<u>District Supported Interventions:</u> <ul style="list-style-type: none"> ♦ BEP (Check-in/Check-out) ♦ Executive Functioning for Teens ♦ I Can Problem Solve ♦ Second Steps ♦ Skill Streaming ♦ Stop & Think ♦ Zones of Regulation 	<u>District Supported Interventions:</u> <ul style="list-style-type: none"> ♦ Behavior Contract ♦ Second Steps ♦ Stop & Think ♦ Zones of Regulation 	<u>District Supported Interventions</u> <ul style="list-style-type: none"> ♦ I Can Problem Solve ♦ Second Steps ♦ Small Group Sanford Harmony Lessons ♦ Social Stories 	
<u>Progress Monitoring</u> Program Specific	<u>Progress Monitoring</u> Program Specific	<u>Progress Monitoring</u> Program Specific	<u>Progress Monitoring</u> Program Specific	
<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	<u>Exit</u> When the student demonstrates consistent mastery of targeted skills (BESS Result Data)	

Appendix C

Glossary of Terms

BESS – Behavioral and Emotional Screening System

CSMHS – Continuum of School Mental Health Services

MTSS – Multi-Tiered System of Supports

Sanford Harmony – Social Emotional Learning Curriculum

Signs of Suicide – Suicide Prevention Program

SAVE Promise Club – Students Against Violence Everywhere Social Inclusiveness Program

Student Services Leadership Team – Team made up of representatives from the following departments; Exceptional Student Education (Sherry Alvies), Psychological and Social Work Services (Yvette Del Nodal, Lisa Panzer), School Counseling and Assessment (Jon McGowan, Amanda Steckman, Bret Mills, Tiffany Hoyos), Student Services (David Ellers), and Safe Schools (Dennis McFatten, Darin Vitale)

AGREEMENT
By and Between
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
and
THE CENTERS, INC.

This is an Agreement by and between THE SCHOOL BOARD OF MARION COUNTY, FLORIDA (SCHOOL BOARD), 512 S.E. Third Street, Ocala, Florida 34471, and THE CENTERS, INC. (CONTRACTOR), 5664 S. W. 60th Avenue, Ocala, Florida 34474.

SCHOOL BOARD desires to contract with CONTRACTOR for the provision of mental health counseling in a shared mission for mental health in schools, including individual and group therapy, for qualified students enrolled in participating Marion County Schools; and

CONTRACTOR agrees to obligate itself to be available to perform such services, according to the terms and conditions specified in this Agreement.

In consideration of the mutual covenants contained herein and intending to be legally bound thereby, the parties agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to create a child and family-centered, school-based mental health program to include prevention, early intervention, and treatment in collaboration with schools and community-based child and family serving organizations. Functions to be carried out by the Contractor to achieve the vision and mission:

- A. Assessment for initial screening of problems, as well as for diagnosis and intervention planning (including a focus on needs and assets)
- B. Referral, triage, and monitoring/management of care
- C. Direct service and instruction (including primary prevention programs/activities, early intervention, individual, family, and group counseling, crisis intervention, and planning)
- D. Coordination, development, and leadership related to school-based programs, services, resources, and systems toward evolving a comprehensive, multifaceted, and integrated continuum of programs and services
- E. Consultation, supervision, and in-service instruction with a multidisciplinary focus
- F. Enhancing connections with and involvement of home and community resources

2. **QUALIFICATIONS/LICENSING.** CONTRACTOR agrees to provide mental health counselors who have a Master's Degree and are supervised by a licensed clinical supervisor or who are exempted from licensing requirements under §491.014(4) (b), Fla. Stat. (2018).

3. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement should be construed as giving the SCHOOL BOARD the right to control the professional judgment, content of the treatment, or actions of CONTRACTOR providing services, and the

CONTRACTOR shall at all times, act as an independent contractor. SCHOOL BOARD shall retain the sole right to determine the recipient(s) of the services and as well as the commencement and termination of services. CONTRACTOR or its employees is not and will not be employees, agents, or servants of the SCHOOL BOARD; instead, CONTRACTOR is an independent contractor who has agreed to make itself available to provide the professional services as described in Exhibit A to the students of Marion County School System. In performing services under this Agreement, the CONTRACTOR covenants and agrees that it will instruct and supervise its employees to (i) use diligent efforts and professional skills and judgment, (ii) provide services in a manner consistent with customary and recognized standards of the profession, (iii) conduct themselves in a manner consistent with SCHOOL BOARD'S policies, rules, and regulations of the Marion County School System and in the event any employee fails to meet these requirements, the CONTRACTOR will terminate that employee's services to the Marion County School Board.

4. **LOCATION OF SERVICES.** SCHOOL BOARD will provide the CONTRACTOR with an appropriate space in which to provide these services and with all utilities, including a telephone, and internet access. The CONTRACTOR shall be required to install and pay all charges connected with a separate telephone line. CONTRACTOR, in cooperation with the principal of participating Marion County schools, will establish procedures whereby the CONTRACTOR will have access to students to render these services.

5. **HOURS.** The space provided by the SCHOOL BOARD will be available to the CONTRACTOR during the regular school day at participating Marion County schools and will not be available evenings, weekends, or school holidays.

6. **COSTS AND REIMBURSABLE EXPENSES.** School Board will provide a total annual in-kind commitment of approximately \$15,000 for The Centers. This commitment will cover the use of School Board facilities and utilities. Commitment fees will not be invoiced, as School Board is not asking compensation for in-kind contribution.

7. **CONFIDENTIALITY.** CONTRACTOR has reviewed and is familiar with the confidentiality requirements imposed by state and federal law and SCHOOL BOARD policy on student records and agrees to notify its employees of these confidentiality requirements and strictly enforce its employees' compliance with these requirements. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SCHOOL BOARD shall fully comply with the applicable requirements of Sections 1002.22 and 1002.221, Fla. Stats. (2018); FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, to fully indemnify and hold harmless SCHOOL BOARD and its officers, and employees for any violation of this section, including without limitation, defending SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon

SCHOOL BOARD, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SCHOOL BOARD arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or subcontractor of the party shall either intentionally or negligently violate the provision of this section or Sections 1002.22 or 1002.221, Fla. Stats. (2018).

8. **BUSINESS ASSOCIATE AGREEMENT.** CONTRACTOR acknowledges that SCHOOL BOARD is defined as a covered entity under the federal law titled Health Insurance Portability and Accountability Act (HIPAA). Because CONTRACTOR may require access to or be required to disclose certain protected health information (PHI) CONTRACTOR agrees:

- A. To maintain PHI as confidential information at all times.
- B. To maintain security measures with PHI that CONTRACTOR creates, receives, maintains, or sends on behalf of the SCHOOL BOARD.
- C. To promptly report to the SCHOOL BOARD any unauthorized access, destruction, disclosure, modification, or use of the SCHOOL BOARD's PHI.
- D. To disclose PHI to the patient if information CONTRACTOR has can be requested under HIPAA.
- E. To track PHI that is disclosed, unless it is disclosed for treatment, payment, or health care operations, or to the patient. CONTRACTOR's disclosure records will include the disclosure date, name, and address of each information recipient, a description of the information given, and the reason(s) information was provided.
- F. To open its disclosure records to federal regulators on request to check HIPAA compliance.
- G. To disclose PHI only to the extent needed to complete work for SCHOOL BOARD under this Agreement, because disclosure is required by law or CONTRACTOR reasonably believes that the person is authorized to receive said PHI and will protect it and promptly report any confidentiality breach.
- H. Upon termination of this Agreement with SCHOOL BOARD, any PHI will become part of the medical record and CONTRACTOR shall protect such information although its work for the SCHOOL BOARD is terminated.
- I. To hold harmless, indemnify, and defend SCHOOL BOARD and its officers and employees against any claim action, loss, damage, injury, liability, cost, or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs) due to or related in part or in whole to the performance of failure to maintain HIPAA compliance as required herein. The remedy provided to the SCHOOL BOARD by this indemnification shall survive the termination of this Agreement and shall be in addition to and not in lieu of any other remedy available by contract or otherwise.
- J. Protection of Electronic Protected Health Information. No later than the

MEMORANDUM OF UNDERSTANDING
Between
The School Board of Marion County, Florida, and PACE Center for Girls, Inc.

This Memorandum of Understanding (MOU) outlines the agreement between The School Board of Marion County, Florida, 512 SE Third Street, Ocala, Florida 34471, hereinafter referred to as “District;” and PACE Center for Girls, Inc., One West Adams Street, Suite 301, Jacksonville, Florida 32202, a non-profit corporation, hereinafter referred to as “PACE.”

WHEREAS, PACE is committed to providing free community-based, gender-responsive counseling services for girls identified to be in need of mental health and social service interventions through its PACE Reach Counseling Services Program (“Reach Program”) at ***PACE Center for Girls of Marion County, 328 NE 1st Avenue, Suite 500, Ocala, Florida 34470***

I. PURPOSE

This MOU represents collaboration between both parties to provide needed services and to coordinate referred youth with outpatient services. The goal of this collaboration is to provide seamless services to referred youth in order to increase youth’s functionality, youth’s success in school and the community, and contribute to reducing the recidivism rates. Girls who meet the referral criteria should be between the ages of 11 – 17 who have experienced academic underachievement, runaway, truancy, family conflict, or ungovernable behavior.

II. TERM

The Term of this MOU will be effective on the date last signed by the parties and shall continue through June 30, 2019, and will automatically be extended for an additional two-year period under the same terms and conditions as the original agreement, provided continued funding for the program through PACE Center for Girls, Inc., is granted through the Florida Department of Juvenile Justice after June 30, 2019. This MOU may be terminated earlier by either party by giving thirty (30) days prior written notice to the other party.

III. COMPENSATION

All costs of these services will be the responsibility of PACE. District agrees to provide office space and telephone service, when feasible.

IV. RESPONSIBILITIES:

1. PACE will:

- Provide administration and oversight of all services related to the PACE Reach Program.
- Provide outpatient counseling and, where needed, case management services.
- Provide quarterly Outcome Reports to the District designee to improve referral services, and to determine the effectiveness of the referral process. The Outcome Report is limited to the reporting of aggregate data only and will not contain identifiers. The Outcome Report shall include the following:
 - Number of girls served.
 - Average age of girls served.
 - Type of services recommended.
 - Length of stay in program.
- Provide linking services to youth when clinically necessary and appropriate to treatment plan.
- Notify and coordinate with District when Reach Program field trips are planned.

2. District will:

- Provide appropriate referrals for youth and their families who meet agreed upon requirements.
- Inform referred youth and their families of the referral made to the Reach Program.
- District will work with PACE on a mutually agreed upon process to schedule appointments for the girls to attend the services provided by the Reach Program.
- Provide adequate space for the delivery of services.
- Share referral information with the Reach Program when appropriate to meet specific treatment goals and objectives as outlined by PACE.
- Participate in collaborative planning meetings with the Reach Program to review Outcome Reports and improving upon the referral services.
- Consult with PACE to ensure agreement before new District locations being added to the Reach Program.

V. COMPLIANCE AND CONFIDENTIALITY

1. **Compliance:**

- a. Both parties shall comply with all applicable aspects of all applicable federal and state confidentiality laws and regulations pertaining to the patients serviced including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Administrative Simplification Section, Title II, Subtitle F, regarding standard for privacy and security of PHI (protected health care information) as outlined in the Act and 42 CFR.
- b. Both parties agree to protect these records in compliance with Family Educational Rights and Privacy Act (FERPA) and the Florida Department of Juvenile Justice's

policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities as outlined by this MOU.

2. Requirements:

- a. Both parties as business associates must agree to safeguard any protected identifying behavioral health information received from, or created or received by, the other in accordance with all applicable state and federal laws, rules, regulations and/or policies.

3. Appropriate Uses and Disclosures of Public Health Information (PHI) and confidential records and information:

- a. Both parties may use or disclose such information:
 - For the proper management and administration of its business;
 - For service provision, treatment, payment (if allowed by law), or related, identified, operations;
- b. The party receiving information will not use or further disclose the information other than as permitted or required by this MOU, or as required by law. Any other use or disclosure of protected participant information must be made pursuant to a properly executed Release of Information.

4. Breaches of Confidentiality:

- a. If either party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected behavioral health information, then that party must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the other agency's Privacy Officer or designee. The alleged breach or violation will be investigated and an appropriate sanction issued. Each agency reserves the right to terminate this MOU if it determines the other party has violated a material term of MOU

5. Additional Confidentiality Requirements:

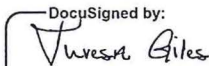
- a. Both parties acknowledge that consumers of public behavioral health services are entitled to additional confidentiality protections awarded under the State of Florida rules, laws and regulations. Furthermore, consumers of services, including prevention, substance abuse, and mental health treatment services, will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

- VI. INDEMNIFICATION:** PACE agrees to indemnify and hold harmless District, its elected and appointed officials, employees, and agents from any liability, third-party claims, judgments, damages, costs, and expenses, including reasonable attorney's fees, and costs, as a result of accidents, injuries or any other matters and third-party claims, incurred by the District, arising out of or in any way relating to the conduct of PACE, its employees, officers, agents, and or persons operating under its direction and control related to the matters covered under this MOU.
- VII. ANTI-DISCRIMINATION:** Neither PACE nor District will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this MOU.

IN WITNESS WHEREOF, District and PACE have executed this MOU on the date first written above.

PACE CENTER FOR GIRLS, INC.

**THE SCHOOL BOARD OF MARION
COUNTY, FLORIDA**

DocuSigned by:


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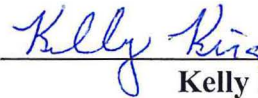
Theresa Giles

Chief Business Officer

Title

2/21/2019

Date



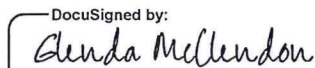
Kelly King

Board Chair

Title

MAR 26 2019

Date

DocuSigned by:


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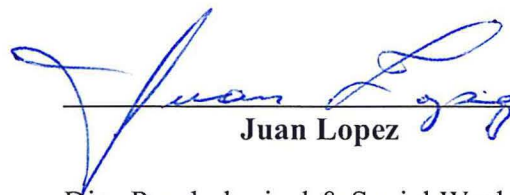
Glenda McClendon

Sr. Director of Compliance & Risk

Title

2/21/2019

Date



Juan Lopez

Dir., Psychological & Social Work Services

Title

MAR 26 2019

Date

compliance date for the Security Standards and at all times after that, CONTRACTOR shall:

- 1) Protect the confidentiality, integrity, and availability of all Electronic Protected Health Information that CONTRACTOR creates, receives, maintains, or transmits on behalf of SCHOOL BOARD as required by the Security Standards;
- 2) Ensure that any agent, including a subcontractor, to whom CONTRACTOR provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
- 3) Promptly report to SCHOOL BOARD any security incident of which it becomes aware.
- 4) **DEFINITIONS:** Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

- a. "Electronic Protected Health Information" means Protected Health Information that is transmitted or maintained in Electronic Media.
- b. "Electronic Media" means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory media, such as magnetic tape or disk, optical disk, USB storage device, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- c. "Security Incident" means the attempted or actual successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

9. **RECORD KEEPING.** CONTRACTOR will require each of its employees to maintain accurate time records of student contact hours and to submit records to the school principal.

10. **NATURE OF AGREEMENT.** Nothing in this Agreement will constitute or be construed to be or to create a joint venture or partnership between the CONTRACTOR and the SCHOOL BOARD.

11. **TAXES AND WORKERS' COMPENSATION.** CONTRACTOR represents and warrants to SCHOOL BOARD that it will withhold income tax and social security tax for its employees and will maintain workers' compensation insurance for each employee.

12. **NON-ELIGIBILITY.** Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for and will not participate in any employee retirement or benefit plan, including, but not limited to, health, life, or dental insurance, paid vacation, or paid sick leave. The SCHOOL BOARD also will not withhold Federal Income tax or Social Security tax for the CONTRACTOR. The SCHOOL BOARD will not obtain or maintain workers compensation insurance for the CONTRACTOR. The CONTRACTOR acknowledges that it is responsible for paying, income tax, and Social Security tax under state and federal law.

13. **INSURANCE.** CONTRACTOR will obtain and maintain insurance as described on Exhibit A attached hereto and made a part hereof.

14. **ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.** This Agreement for professional and specialized services may not be assigned by CONTRACTOR or by SCHOOL BOARD in any manner or by operation of law.

15. **RIGHTS OF PROPRIETARY INFORMATION.** All title to supplies, student records, and student information, shall remain the property of the SCHOOL BOARD.

16. **BACKGROUND CHECK.** CONTRACTOR agrees that as a condition of entering into this Agreement, under §1012.32 and §1012.465, Fla. Stats. (2018), any person entering school grounds or having direct contact with students on behalf of CONTRACTOR must meet Level 2 screening requirements as described in §1012.32, Fla. Stats. (2018). Screening will be at CONTRACTOR's expense and must be completed and credentials issued by the SCHOOL BOARD before the screened individual can have access to students or the school grounds.

17. **TRANSPORTATION OF STUDENTS.** CONTRACTOR acknowledges that this Agreement strictly prohibits CONTRACTOR or its employees from providing transportation of any form to any student of the Marion County School System without prior written permission of the SCHOOL BOARD.

18. **INDEMNIFICATION.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy

available under this Agreement or otherwise. This indemnification obligation will not be diminished or limited in any way by any insurance maintained under the Agreement or otherwise available to CONTRACTOR. The remedy provided to the Indemnitees by this indemnification survive this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to violate any law, that provision will be deemed modified so that CONTRACTOR shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties.

19. **TERM.** The term of this contract will be effective on the date last signed by the parties and shall continue through June 30, 2020. The performance and obligations of SCHOOL BOARD under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SCHOOL BOARD does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SCHOOL BOARD at the end of the period for which funds have been allocated. SCHOOL BOARD shall notify the other party at the earliest possible time before such termination. No penalty will accrue to SCHOOL BOARD in the event this provision is exercised, and SCHOOL BOARD will not be obligated or liable for any future payments due or any damages as a result of termination under this section.

20. **TERMINATION:**

A. Either party may terminate this Agreement after giving thirty (30) days' prior written notice to the other party of its intention to terminate without cause.

B. SCHOOL BOARD may also terminate this Agreement upon ten (10) days' written notice to CONTRACTOR in the event that CONTRACTOR fails after fifteen (15) days' written notice of default or failure to comply to provide the professional services, including records and reports, required to be provided under this Agreement or fails to comply with any other provision of this Agreement.

C. SCHOOL BOARD may elect to terminate the Agreement immediately upon written notice to CONTRACTOR in the event that (i) CONTRACTOR fails to obtain or maintain insurance as provided herein, (ii) CONTRACTOR'S professional qualifications or licenses required to perform services listed in Exhibit A are suspended or revoked or terminated, (iii) violation of Section 12 regarding absences or (iv) due to CONTRACTOR's or its employees' misconduct on SCHOOL BOARD property.

21. **PARENTAL PERMISSION REQUIRED.** CONTRACTOR agrees that its employees will not have contact with students unless and until a record of current parental permission is received from the students' parents and placed in the students' records.

22. **ENTIRE UNDERSTANDING.** The parties understand and agree that this Agreement contains the complete understanding and agreement between the parties. No stipulation, agreement, or understanding will be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either party will be binding on either party as a warranty or otherwise, except as expressly set forth herein.

23. **AMENDMENTS.** Only amendments, modifications, or waivers of terms that are in writing and signed by both parties are binding.

24. **ENFORCEMENT.** The provisions of this Agreement are binding upon, inure to the benefit of, and enforceable by the parties, their respective legal representative, heirs, estates, successors, and permitted assigns.

25. **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

AS TO CONTRACTOR:

Steve Blank, Chief Operating Officer
The Centers, Inc.
5664 S.W. 60th Avenue
Ocala, Florida 34474
Phone: (352) 291-5555
Email: sblank@thecenters.us

AS TO SCHOOL BOARD:

Jonathan McGowan, Director
School Counseling and Assessment
The School Board of Marion County, Florida
215 S.E. Sixth Street
Ocala, FL 34471
Phone: (352) 671-7150
Email: jonathan.mcgowan@marion.k12.fl.us

COPY TO:

Current School Board Chair
The School Board of Marion County, Florida
512 SE Third Street
Ocala, Florida 34471

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

A. On the date delivered, if by personal delivery,

- B. On the date faxed or emailed, if by facsimile or email, and
- C. On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered, if mailed to the proper address.

26. **ATTORNEY'S FEES.** If any legal action is brought for the enforcement of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and costs, in addition to such other relief the party may lawfully be entitled.

27. **COUNTERPARTS.** The parties may execute this Agreement in counterparts. Faxed or other electronic imaging will be acceptable in place of originals.

28. **REMEDIES.** No remedy conferred upon any party is intended to be exclusive of any other remedy. No single or partial exercise by any party of any right, power, or remedy preclude any other or further exercise thereof.

29. **SEVERABILITY.** Provisions contained in this Agreement which may be determined contrary to, prohibited by or invalid under law will be deemed omitted from this Agreement and not invalidate the remaining provisions.

30. **WAIVER.** A waiver by either party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of SCHOOL BOARD does not relieve CONTRACTOR of the indemnification provisions required by this Agreement. A waiver is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.

31. **GOVERNING LAWS.** This agreement and all transactions contemplated hereunder are governed by, and construed and enforced by, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any litigation related to this Agreement will be in Marion County, Florida.

32. **E-VERIFY.** In accordance with Executive Order 11-116, CONTRACTOR shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

33. **PUBLIC RECORDS.** CONTRACTOR understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws relating to records retention.

- A. If CONTRACTOR meets the definition of "contractor" under §119.0701

Fla. Stats. (2018), and in addition to other contract requirements provided by law, the CONTRACTOR agrees that it is acting as a CONTRACTOR on behalf of SCHOOL BOARD as provided under §119.0701 (a) and as such it will comply with Florida's Public Records Law. Specifically, CONTRACTOR agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD to perform the services performed by CONTRACTOR under contract;
2. Provide the public with access to such public records on request from SCHOOL BOARD's custodian of public records;
3. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
4. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency;
5. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A S.E. ALVAREZ AVENUE, OCALA, FLORIDA 34471.

34. **REPRESENTATIONS & WARRANTIES.** CONTRACTOR represents and warrants to SCHOOL BOARD under this Agreement that:

- A. Another contract, agreement, business relationship, or other arrangement

does not prevent CONTRACTOR from entering into, or fully performing, the services required under this Agreement;

B. CONTRACTOR affirms and certifies that none of CONTRACTOR's agents, employees, or officers have ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

C. CONTRACTOR affirms and certifies that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2018), to wit: A person or affiliate who has been placed on convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stats. (2018) for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list;

D. CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to conducting its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Fla. Stats. (2018), and Fla. Admin. Code R. 60A. CONTRACTOR shall further comply with Section 274A [8 U.S.C. 1324a] of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by CONTRACTOR of any laws, rules, codes, ordinances, or licensing requirements will constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement; and

E. The Parties must comply with the code of ethics for public officers and employees, Chapter 112, Fla. Stats. (2018). Therefore, no CONTRACTOR who is a party to, or receives a benefit from, this Agreement may offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the SCHOOL BOARD. Furthermore, no officer, employee, or agent of the SCHOOL BOARD may solicit or accept a gratuity, favor, or anything of monetary value from CONTRACTOR, its employees, or agents as a result of this Agreement between the parties.

35. **CERTIFICATIONS.** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300. CONTRACTOR certifies, to the best of its knowledge and belief, that neither the company nor its principals:

A. Are debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.

B. Have, within the five-year period before this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the preceding paragraph B.

D. Have, within the five-year period before this Agreement had one or more public transactions terminated for cause or default.

If the CONTRACTOR is unable to certify to any of the above statements in this certification, CONTRACTOR must submit a written explanation to the SCHOOL BOARD.

CONTRACTOR shall notify SCHOOL BOARD within thirty (30) days after the occurrence of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, concerning CONTRACTOR or its principals. Where this is the case, CONTRACTOR is not authorized to provide goods or services on the purchase order until CONTRACTOR receives written approval from the SCHOOL BOARD.

36. **CONFLICT OF INTEREST.** CONTRACTOR must disclose the name of any officer, director, or agent who may be employed by the SCHOOL BOARD. CONTRACTOR must disclose the name of any SCHOOL BOARD employee who owns, directly or indirectly, any interest in CONTRACTOR or any affiliated business entity.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2018). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

38. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the CONTRACTOR or SCHOOL BOARD, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise

barred under the doctrine of sovereign immunity or by operation of law.

39. **INSPECTOR GENERAL AUDITS.** CONTRACTOR and its subcontractors (if any), shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

40. **NON-DISCRIMINATION.** Neither Party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

41. **FORCE MAJEURE.** There is no obligation to perform any duty, requirement or obligation under this Agreement if fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, prevents such performance and which reasonable diligence cannot overcome without unusual expense ("Force Majeure"). In no event may either party deem a lack of funds a Force Majeure.

42. **EQUAL EMPLOYMENT OPPORTUNITY.** If this Agreement involves Federal funds more than \$10,000, CONTRACTOR must be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

43. **CLEAN AIR ACT.** If this contract involves Federal funds and is over \$100,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR must report any violations of the above to the SCHOOL BOARD.

44. **FEDERAL FUNDS.** When the SCHOOL BOARD expends Federal funds, the following provisions of 34 CFR 80.36(i)(1) through 34 CFR 80.36(i)(13) of the Federal Register will apply to awards made prior to 12/26/2014. To access this information online, use the link below:

<https://www.gpo.gov/fdsys/pkg/CFR-2011-title34-vol1/xml/CFR-2011-title34-vol1-sec80-36.xml>

For awards made on or after 12/26/2014, 2 CFR Part 200, which includes the substance formerly in parts 74 and 80, applies. To access this information online, use the link below:

https://www.ecfr.gov/cgi-bin/text-idx?SID=e030702dde6e0466e48f07949950bc66&mc=true&node=sq2.1.200_1316.sg3&rgn=div7

45. **DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES.** Pursuant to Florida law, and SCHOOL BOARD Policy 7.70 Purchasing and Bidding, accessible at <http://www.marionschools.net/domain/132>, requires all bidders, proposers, consultants, vendors, and contractors to disclose the names of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this Agreement for the bidder, proposer, consultant, vendor, or CONTRACTOR. This disclosure applies to all current employees, or those employed **within the last two (2) years**. Such disclosure will include, at a minimum, the names of former SCHOOL BOARD employees, a list of the positions the employees held in the last two (2) years of their employment with SCHOOL BOARD, and the dates the employees held those positions. Written approval by SCHOOL BOARD for the use of current or former SCHOOL BOARD employees (within the last two (2) years) is mandatory before using funds obtained from this Agreement to subsidize the current or former SCHOOL BOARD employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

46. **OPPORTUNITY TO CONSULT WITH COUNSEL.** The Parties acknowledge that they have consulted or had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and its legal effect and fully understand and agree to every provision without reservation, and that they have executed this Agreement in reliance on their judgment, free from any coercion, duress, or undue influence.

47. **DESCRIPTIVE HEADINGS.** The headings used in this Agreement are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any provision.

48. **BYRD ANTI-LOBBYING AMENDMENT.** If this Agreement is in excess of \$100,000, CONTRACTOR shall comply with all applicable standards, orders, or regulations, including but not limited to:

- A. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018); and
- B. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

49. **COUNTERPARTS.** The Parties may execute this Agreement in counterparts. Faxed or other electronic imaging will be acceptable in place of originals.

50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either

Party individually warrants he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party concerning all provisions in this Agreement.

**THE SCHOOL BOARD OF MARION COUNTY,
FLORIDA**

Date: AUG 13 2019

By: Kelly King
Kelly King, Board Chair

THE CENTERS, INC.

Date: 7/24/2019

By: Steve Blank
Steve Blank, Chief Operating Officer

EXHIBIT A

All policies shall be endorsed to give The School Board of Marion County, Florida 30 days' notice of any material change or cancellation, and waiver of subrogation. Certificates of insurance and endorsements shall be provided prior to the commencement of any work, showing evidence of the following coverage's:

COMMERCIAL GENERAL LIABILITY: Issued by a company licensed in the state of Florida with a financial rating of B+ or better. This policy shall provide coverage for bodily injury and property damage liability that could arise directly or indirectly from the performance of this agreement. The policy must be written as an occurrence form and contractual liability and sexual abuse/molestation may not be excluded. Coverage shall be maintained for at least three years beyond the date of completion or delivery of work.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED, AND COVERAGE SHALL APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

LIMITS OF LIABILITY: \$1,000,000/\$2,000,000 Per Occurrence/Annual Aggregate

AUTOMOBILE LIABILITY: Issued by a company licensed in the state of Florida with a financial rating of B+ or better. This policy shall be written as an "Any Auto" and occurrence form policy.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED.

LIMITS OF LIABILITY: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

In the event the provider does not own any business vehicles, the District will accept hired and non-owned coverage in the limit amounts shown.

SCHOOL LEADER E&O / PROFESSIONAL LIABILITY: This policy shall be written to include coverage against such liability resulting from this contract plus three years after completion with a deductible not to exceed \$25,000. The deductible if any, shall be the responsibility of the insured.

This policy shall include an endorsement whereby the provider holds harmless The School Board of Marion County, Florida and each officer, agent and employee of The School Board of Marion County, Florida, against all claims, for personal injury, wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the provider or anyone employed by the provider.

LIMITS OF LIABILITY: \$1,000,000/\$1,000,000 Per Occurrence/Annual Aggregate

WORKERS' COMPENSATION: Provider must comply with § 440. Fla. Stat., Workers' Compensation and Employers' Liability, to include exemptions where applicable.

LIMITS OF LIABILITY:

Part One:	Statutory
Part Two:	\$500,000 Each Accident
	\$500,000 Disease - Policy Limit
	\$500,000 Disease - Each Employee

~An Equal Opportunity School District~