

**THIS AFFILIATION AGREEMENT IS BETWEEN:**

**CLAY COUNTY SCHOOLS, FLORIDA**

**AND**

**Motivational Coaches of America; DBA. MCUSA ("Organization")**

This Affiliation Agreement is entered into on this 2<sup>nd</sup> Day of March, 2017 between The School Board of Clay County, Florida (the "District") and Motivational Coaches of America DBA.MCUSA ("Organization"). The two parties agree to work together to implement coordinated services at the designated District schools for students and families in need of counseling and social services who meet established criteria.

**TERMS OF AGREEMENT**

This agreement shall commence on April 1, 2017 and shall terminate July 1, 2021.

Whereas, CLAY COUNTY SCHOOLS designates, the below personnel as the main contact (s) to work with MCUSA:

**Contact Person:** Michael McAuley

**Title:** Assistant Superintendent of Climate and Culture

**Phone Number:** 904-284-6500

**E-mail:** Michael.McAuley@MyOneClay.net

**DESCRIPTION OF WHAT CLAY COUNTY SCHOOLS, FLORIDA WILL PROVIDE:** The District will provide MCUSA with a space for use to MCUSA's efforts on campus. Each of the designated District schools for the duration of this agreement as indicated in **Exhibit A**, will also provide a site liaison that will serve as the main contact between administration at designated schools and MCUSA.

**DESCRIPTION OF WHAT THE MCUSA WILL PROVIDE:** MCUSA is a private national healthcare company dedicated to excellence with a focus on a full-circle of behavioral health and wellness for our community's youngest citizens. For the duration of this Agreement, MCUSA will implement the Organization's evidence-based Motivational Coach (MC) school program, which is adapted from The Council Curriculum Set, a middle and high school age appropriate services modality. The State Department of Psychology in Portland State University has identified this program as a "Promising Model."

No services will be provided to the identified students unless and until a parent or legal guardian of the student executes a Parent Consent Form. A sample Parent Consent Form is attached hereto as **Exhibit B**. MCUSA Staff will be on campus during school hours. MCUSA Staff will undergo a Level 2 background screening through the District. MCUSA is responsible for paying the fee associated with such screenings. MCUSA shall not begin providing services contemplated by this Agreement until it has received notice of clearance by the District. Neither the District, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of MCUSA for discontinuation of services on the basis of these compliance obligations. MCUSA agrees that neither MCUSA, nor any of its employees, agents, nor representatives of MCUSA who has been convicted or

who is currently under investigation for a crime delineated in § 435.04, Florida Statutes, will have contact with children or any student of the District.

MCUSA shall immediately notify the District staff upon becoming aware that one of its employees, agents, or representative's employees, consultant or agent working under this Agreement who has previously certified as completing the background check and screening and meeting statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure to notify the District staff of such arrest or conviction within 48 hours of MCUSA becoming aware of same shall constitute grounds for immediate termination of this Agreement by the District. MCUSA personnel shall present an identification badge and the photo identification badge provided by the District, or its designee, to the main office each time a school is visited.

**CANCELLATION:** Either party may terminate this Agreement without penalty by giving thirty (30) days written notice to the other party.

**INDEMNIFICATION:** The District acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary charges up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: 1) an agreement by District to indemnify Organization, 2) a waiver of sovereign immunity, 3) a waiver of a right or defense under 768.28, Florida Statutes, or 4) consent to be sued by third parties.

The Organization agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Organization arising out of or in connection with the provisions of this agreement. MCUSA staff will not be controlled by the District and will have no employee rights.

Any and all MCUSA employees or independent contractors who will enter upon property owned by the District and/or come into contact with any students of the District shall complete the District's approved release of liability form and send the signed and completed release to the Office of the Assistant Superintendent of Climate and Culture at 900 Walnut Street, Green Cove Springs, Florida 32043. Completed releases shall be maintained by the District with this finalized contract.

**GOVERNING LAW & VENUE:** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in the County of Clay in the Fourth Judicial Circuit. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**CONFIDENTIALITY OF STUDENT RECORDS:** Organization recognizes that it may receive access to confidential student records as it fulfills its obligations to the District under this Agreement. The Organization shall only have access to student records identified in the Parent Consent Form executed by each of the student's participating in the programs. In the event that Organization is requested or required under compulsion of legal process to disclose any such confidential information to any outside party, Organization will not disclose, unless required by law, the confidential information until the District's legal counsel has first (i) received prompt written notice of such request or requirement to

disclose, and (ii) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment will be accorded the confidential information. Organization shall not oppose actions by the District or its legal counsel to assure such confidential treatment.

The District, its students, and instructors recognize that Organization's student records to which District, its students, and instructors may have access, constitute confidential health care information covered by one or more privacy and confidentiality laws, regulations and or rules, including HIPAA.

The District, its students, and instructors, shall be bound by an Illegal requirements for protection of this type of information.

**DATA-SHARING:** The purpose of the Data Sharing Agreement as evidenced in **Exhibit C** is to specify the types of student data that will be requested by MCUSA from the District on individual students who have been referred to participate in MCUSA. The agreement is intended to encompass all students that are referred to the program, whether or not they elect to participate. Because participation in the program is voluntary, not all students will opt in. Those who opt out will be considered a naturally occurring comparison group for research purposes and no identifying information will be provided without the appropriate consent and release of information. In the event that a sufficient number of students are not available to create a statistically representative comparison group, MCUSA will request assistance from the school and/or the District to identify additional students with equivalent demographic backgrounds to supplement the natural occurring comparison group in order to carry out the research activities associated with the program.

All Public Records Request shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507, or by email at: [PRR@myoneclay.net](mailto:PRR@myoneclay.net). The Public Records Request Procedure form is available online at <https://drive.google.com/a/myoneclay.net/file/d/0b5jVRolGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

**INSURANCE:** Prior to commencing the services under this agreement, MCUSA shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence. MCUSA shall not transport students to or from school as part of this Agreement. The "Clay County School Board and The School District of Clay County" shall be shown as additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish an active, fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. MCUSA shall maintain Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

MCUSA shall staff the program and assure that all staff is properly credentialed. MCUSA shall be responsible for all personnel issues of its staff in the execution of this Agreement. MCUSA shall maintain and incur all costs and expenses of any and all licenses and permits required by law or ordinance to provide services.

MCUSA represents and warrants that it shall perform its services in accordance with any and all applicable federal, state and local laws, or ordinances, regarding the operation, licensure, and regulatory compliance of providing mentoring, social awareness, self-management and decision-making services, and/or employment. MCUSA represents and warrants that all of its partners, joint ventures, employees,

subcontractors, and/or consultants shall provide their services and/or conduct their activities in accordance with any and all applicable federal, state, and local laws and ordinances.

MCUSA shall maintain a record of students receiving services and provide Assistant Superintendent Michael McAuley with a summary of all services provided on a schedule established by the District. In addition, an annual report will be provided to Assistant Superintendent Michael McAuley prior to the last day of the school year.

These documents can be sent via e-mail or certified mail, as agreed to in advance by both parties. District's contact information is as follows:

**Contact Person:** Michael McAuley  
**Title:** Assistant Superintendent of Climate and Culture  
**Phone Number:** 904-284-6500  
**E-mail:** Michael.McAuley@MyOneClay.net  
**Address:** 900 Walnut Street, Green Cove Springs, Florida 32043

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

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

By: \_\_\_\_\_  
Chairman of the Clay County School Board

Attest: \_\_\_\_\_  
Clay County School Superintendent

**MCUSA**

By: \_\_\_\_\_  
Print Name: Elsa De Lima  
Title: Director of Business Development

**EXHIBIT A**  
**LIST OF DESIGNATED SCHOOLS**

*Green Cove Springs Junior High School*  
*Keystone Heights High School (7<sup>th</sup> and 8<sup>th</sup> grade only)*  
*Lake Asbury Junior High School*  
*Lakeside Junior High School*  
*Oakleaf Junior High School (6<sup>th</sup> – 8<sup>th</sup> grade)*  
*Orange Park Junior High School*  
*Wilkinson Junior high School*



## WORLD'S LARGEST YOUTH DEVELOPMENT ORGANIZATION

**MCUSA is the world's largest network dedicated to excellence in behavioral health, wellness, and education services for our community's youngest citizens.**

### YOUTH DEVELOPMENT PROGRAM

**Design:** MCUSA develops and implements strategies on school campuses that effectively improve school culture. Strategies include routine mentoring sessions, gender-specific group counseling, evidence-based practices, and opportunities for year round services.

**Empowerment:** The mission of our youth development program is to inspire, motivate, and engage youth into positive action. Empowering youth creates better schools, better communities, and a better world.

**Engagement:** MCUSA works alongside families, schools, and communities to engage students that can most benefit from our services. We understand parents, school administration, and those involved in the community are often a student's greatest support.

### OUR GLOBAL IMPACT

**Global Connection:** All services are provided on the global stage. MCUSA has educated and trained five million teachers, students and sport coaches on five continents.

### CREDITABILITY

- MCUSA maintains one of the highest compliance ratings with the Department of Children and Families in the State of Florida.
- MCUSA is accredited as a National Health Care Provider by the United States Department of Health and Human Services.

#### MCUSA is endorsed by:

- United States Department of Education
- Miami-Dade County Public Schools
- United States Department of Justice
- South Florida Behavioral Health Network



Your local public school district has partnered with Motivational Coaches of America to provide an in-class and school-based blended academic and motivational support system designed to promote your child's academic and behavioral success. **This free innovative program is sponsored at no cost to you or your family.**

Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
 Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Participant School: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Student School ID #: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
 Child's Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Child's Gender\*: ☐ Male ☐ Female  
 Social Security #: \_\_\_\_\_ (Not Required)

Guardian Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Emergency Contact: Full Name \_\_\_\_\_ Relationship to Child \_\_\_\_\_  
 Phone Number: \_\_\_\_\_



**Child health insurance coverage is a right! Let's ensure all of our kids are covered. Visit: <https://www.healthykids.org/> to enroll your child today!**

Does your child have health insurance? ☐ Yes ☐ No (Please circle) A. Private Insurance, Name of Plan \_\_\_\_\_ B. Kid Care C. Medicaid D. Other \_\_\_\_\_  
 Health Insurance Policy# \_\_\_\_\_

**I support and consent for my child to participate.**

\_\_\_\_\_  
 Signature of Guardian

\_\_\_\_\_  
 Date

I agree that my child's participation in MCUSA programs and services are voluntary. I also understand MCUSA is not a department, committee, authority, board, or business entity of any school district. I consent to allow the taking of photos or videos of me and/or my child during program activities. Photos/videos may reveal my child's and/or my identity without any compensation paid to my child, to me or to others. I also understand that other entities (such as The State of Florida's Managed Care Program) sponsor my child's participation in MCUSA, and I consent MCUSA to submit my child's participation for disbursement of to cover such services. Photos and videos shall be the sole property of the MCUSA. I consent to allow the MCUSA or others acting for the MCUSA to contact me about services received. I agree to indemnify, defend, and hold harmless the MCUSA and the local public school board, officers, agents, and employees from and against all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by MCUSA and any of its officers or employees, that occurs during or arise out of the performance of any and all MCUSA related services and/or programs.

**Confidentiality:** Anything you tell us will not be shared unless law requires it. Information about you will be discussed with other staff members involved with your care. Information that you or another family member tell the staff will not be shared with other members of the family without permission. If you tell us something we must report by law, we will encourage you to tell your family or guardian. There is a special informed consent if you are involved with court or a governmental agency. We cannot tell anyone you attend the program, unless you tell us it is okay in writing. Federal law and regulations do not protect any information about a crime you commit. Federal law and regulations do not protect any information about suspected child abuse or neglect and we must report it to appropriate state or local authorities. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. § 1320d et seq., 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. § 290dd-2, 42 C.F.R. Part 2. Client rights, privacy, and stakeholder grievance policy and procedure have been shared with me and can be found at <http://www.mcusa.us/>.

**Consent for Release of Confidential Information:** As required by state and federal Privacy Regulations, MCUSA may not use or disclose your protected private information without your consent except as provided in our "Notice of Privacy Practices." I hereby consent to two-way communications between MCUSA & the following entity:

Entity Name: \_\_\_\_\_  
 Entity Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

I consent to the following information to be disclosed: Date of communication between the MCUSA and Entity: \_\_\_\_/\_\_\_\_/\_\_\_\_ Effective dates for this authorization: \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_. This consent will expire at the end of the indicated period or will automatically expire at the end of one (1) year from the date signed.



## EXHIBIT C

### Request to Obtain Confidential Data Data Sharing Agreement between MCUSA and CLAY COUNTY SCHOOLS

1. The purpose of this Data Sharing Agreement is to specify the types of member data that will be requested by MCUSA from CLAY COUNTY SCHOOLS ("DISTRICT") on individual members who have been referred to participate in MCUSA's program (hereafter referred to as the program). This agreement is intended to encompass all members that are referred to the program, whether or not they elect to participate. Because participation in the program is voluntary, not all members will opt in. Those who opt out will be considered a naturally occurring comparison group for research purposes. In the event that a sufficient number of member are not available to create a statistically representative comparison group, MCUSA will request assistance from DISTRICT to identify additional members with equivalent demographic backgrounds to supplement the natural occurring comparison group in order to carry out the research activities associated with the program.

2. This agreement is executed between MCUSA and DISTRICT in order to comply with the applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

3. This agreement shall be in effect throughout the entire period of the Affiliation Agreement between MCUSA and DISTRICT, from April 1, 2017 to July 1, 2021.

4. MCUSA requests the following data be provided by DISTRICT at agreed upon intervals for the members receiving program services and those members comprising the naturally occurring comparison group as well as any additional members identified by DISTRICT that are needed to conduct a rigorous quasi-experimental research study each year of the executed Affiliation Agreement. The following data elements are requested by member:

- Member ID Number (no names)
- Date of Birth
- Facility Year
- Grade
- Gender
- Ethnicity or Race
- ESE Status
- ELL Status
- FRL Status
- Homeless Status
- Date enrolled for current facility year
- Number of absences (both excused and unexcused) – both current and prior year's
- Number of tardies – both current and prior year's
- Number of discipline referrals (by level if possible) – both current and prior year's
- Number of in-door suspensions – both current and prior year's

MCUSA Initials \_\_\_\_\_  
DISTRICT Initials \_\_\_\_\_

- Number of out-of-door suspensions (if applicable) – both current and prior year's
- Prior year reading level
- Current year reading level
- Prior year GPA
- Current year GPS

5. DISTRICT will provide the requested data to MCUSA in a secured electronic format, such as a password protected Excel file or into a drop box or method deemed most secure by both DISTRICT and MCUSA.

6. All data collected from individual members and/or provided by DISTRICT shall be stored on a secure MCUSA computer with access limited to MCUSA's Director of Research and Development, MCUSA's Director of Clinical Operations, and MCUSA's Chief Executive Officer.

7. MCUSA agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

8. MCUSA will destroy all confidential information associated with actual records as soon as the MOU with DISTRICT is no longer in effect. In doing so, MCUSA will:

1. Destroy all hard copies containing confidential data (e.g., shredding or burning);
2. Archive and store electronic data containing confidential information off line in a secure place, and delete all on line confidential data; and
3. All other data will be erased or maintained in a secured area.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Franklin Insurance Group 7190 SW 87th Avenue, Suite 407 Miami, FL 33173 Phone (305) 630-3923 Fax (305) 675-5964	<b>CONTACT NAME:</b> MAIKEL WONG-AGENT <b>PHONE (A/C, No, Ext):</b> (305) 630-3923- <b>FAX (A/C, No):</b> (305) 675-5964 <b>E-MAIL ADDRESS:</b> MAIKEL@FIGINSURANCE.NET <b>PRODUCER CUSTOMER ID #:</b>
<b>INSURED</b> Motivational Coaches of America, INC DBA MCUSA 8180 NW 36 St Unit 404 Doral, FL 33166	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> UNITED STATES LIABILITY INSURANCE <b>INSURER B :</b> UNITED STATES LIABILITY INSURANCE <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI Ded 0 <input checked="" type="checkbox"/> PD Ded 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		NPP1557322C	04/23/2016	04/23/2017	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000.00						
	GENERAL AGGREGATE \$ 2,000,000.00						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		NPP1557322C	04/23/2016	04/23/2017	PRODUCTS - COMP/OP AGG \$ Incl
	D&O Liability/Aggregate \$ 1,000,000.00						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00						
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Y		CUP1552393A	04/25/2016	04/25/2017	EACH OCCURRENCE \$ 1,000,000.00
	AGGREGATE \$						
	\$						
	\$						
	\$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Exempt			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	EPLI / D&O	Y		NPP1557322C	04/23/2016	04/23/2017	1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Clay County School Board  
and The School District of Clay County  
900 Walnut Street  
Green Cove springs, FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MAIKEL WONG



February 27, 2017

To Whom it May Concern:

Motivational Coaches of America d/b/a MCUSA is exempt from providing Worker's Compensation insurance under Florida Law due to having less than 4 employees, including owners.

Thank you,

A handwritten signature in black ink, appearing to read 'E. De Lima', with a large circular flourish at the end.

Elsa De Lima  
Director of Business Development



**Key Problem:** Nationwide, the average school counselor ratio per student in our nation's lowest-income communities is 1-to-900, nearly three-times the federal guidelines. This decline in student support services is happening at a time when 4 out of 10 students in each classroom suffer a behavioral health disorder. For school systems, limited resources for students requiring behavioral health services has a consequential impact on student attendance, instructional time, disciplinary referrals and school climate.

**School Climate and Culture Solution:** In collaboration with the largest school districts in Florida, Motivational Coaches of America (MCUSA) places trained Service Members on school campuses to initiate multi-tiered support systems targeting student behavioral and academic early warning indicators. MCUSA's proven model has demonstrated significant improvements in school campus climate and culture in five key areas: improved attendance, reductions in disciplinary referrals, increase in instructional time, improved school safety, and child/school connectivity.

**School Improvement Plan and District Initiatives:** MCUSA provides schools enhanced capacity to serve students exposed to pervasive violence and trauma by offering conflict resolution programs and school-based violence prevention strategies. These school-wide efforts provide school staff with a set of preventative and responsive strategies to supporting positive student behaviors. Additionally, Service Members support district policies and practices that shift school discipline away from zero tolerance, such as suspension and expulsion, to interventions that focus on teaching and engagement.

**Evidenced-Based Approach:** MCUSA's 21-year evidenced-based model is consistent with the CDC's recommendations promoting a comprehensive approach to increasing student/school connectedness. Service Members have a proven effective in working with 5% of the entire student population that accounts for over 80% of a school's disciplinary problems with the primary focus of working with students transitioning from 5th to 6th grade and from 8th to 9th grade.

**180 Days of Service:** Every school day, Service Members collaborate with students, school administrators, and school staff in nurturing a climate of positive schoolwide support. Service Members serve as advisers to school administrators and faculty members, performing a variety of duties, including assisting with school dismissal and lunch, as well as serving on academic committees.

**Success:** Students completing our services have experienced:

- 98% Improvement in submitting homework assignments
- 93% Improvement in parent/child relationships
- 88% decrease in self-harming behavior
- 97% decreases in rates of alcohol and substance abuse
- 87% Increase in school engagement
- Added 60,000 days of attendance in one school district in the '15-'16 school year



### **What Is Motivational Coaches of America (MCUSA)?**

Motivational Coaches of America, known in the community as “MCUSA,” is Florida’s largest network dedicated to excellence in behavioral health, wellness, and life skills education services for our community’s youngest citizens.

### **What does MCUSA do?**

We believe that every child is uniquely gifted and full of potential. Our program is designed to help at-risk kids overcome behavioral issues such as academic underachievement, violent behavior, anger management, bullying, chemical dependence, oppositional defiance, negative peer influences, grief/loss, low self-esteem, and more. We do this through the use of group work facilitated by a Motivational Coach (MC). MCs will develop, foster and sustain positive, professional and effective relationships with students, parents, staff and the entire school community at these school sites. The MCUSA MCs aim to support and complement the overarching mission, goals and objectives of the school and District

### **What is a Motivational Coach?**

A Motivational Coach (MC) is a professional with clinical experience, education and training in a number of associated and related fields, including counseling, psychology, mental health, social work and behavioral science. One MC is assigned to each school, unless the school decides more are needed. The MC works closely with the school leadership team, staff and faculty, focusing on the “whole child,” through the implementation of an evidenced based curriculum, while conducting group counseling sessions and a number of other proven strategies – all of which target middle school students.

### **How can MCUSA help your school?**

MCUSA wants to support YOUR school improvement plan. We are here to work with students to address the issues mentioned above, while gladly partnering with the school to meet objectives specific to your school environment. We understand that every school is different, each with its own unique culture. We want to honor each school setting and partner with you by attending professional development, assisting in incentive programs for students, working towards the school improvement plan goals, etc.

### **How do MCUSA services work in your school?**

We only take students out of elective courses to run the program. We take students out of their elective course (at a minimum) once or twice per week to provide the group services, of no more than twelve (12) students per group, in a designated classroom space within your school. We address topics such as respecting authority, setting and achieving goals, responding assertively rather than aggressively, violence and substance use prevention, respecting the cultural background of oneself and others, valuing oneself and others, etc.

### **How can students participate in the program?**

Students are referred by the school based on academic, behavioral, truancy or other key indicators deemed by the school. The students are then introduced to the program by the MCUSA MC. If the student decides they would like to be a part of the program they are provided with a Program Registration Form (PRF), which is the consent form for participation. The PRF requires a guardian signature.

### **Why does MCUSA ask for the information noted on the Program Registration Form?**

We need to be able to identify which managed care company a student belongs to in order to request sponsorship. Usually the first name, last name, and date of birth are sufficient for identifying which company a student belongs to. However, on some occasions we may have a student with the same name and date of birth. In that case we either need the student's social security number or their actual insurance card information to identify which company they belong to.

The companies sponsor students for the services at NO cost to the family, the school, the student, and at NO impact on the family or student's insurance premium or plan.

### **How is the program funded if it is free for the school and free for students?**

We have spent decades working with managed care companies to forge a relationship which provides funding for the services we provide. The managed care companies value the work MCUSA does because they see the long term impacts for their participants. The MCUSA program helps prevent early school dropout, teen pregnancy, adolescent substance use and abuse, teen violence, self-harm resulting in ER visits, and promotes mental health resilience.

Our active working relationship with the insurance companies is why we are the only behavioral health company in Florida providing such services to adolescents.

### **Where can I learn more about the MCUSA program?**

Please check out the MCUSA website at [www.mcusa.us](http://www.mcusa.us) for more information about our program, our goals, our results, and credentialing.

Motivational Coaches of America				
Services & Benefits	Resources Currently Available		MCUSA's Solution	
	District Success Coaches	Local Community Mental Health Provider	Motivational Coaches	Performance Metrics
STUDENT LEARNING				
20 years of Proven Results: ♦ Increased attendance ♦ decreased discipline referrals ♦ improvement in school climate & culture			✓	Student Attendance • Student Behavior
Operating in Florida's largest school districts	✓		✓	
Available to students/families/school leaders 180 days/year at a moment's notice			✓	
Therapeutic Approach includes medication management & prescription of psychotropic medication		✓	No, by choice	
TALENT MANAGEMENT				
Master Level Trained/Licensed Behavioral Health Clinicians assigned to 1 school, reporting 180 school days/year			✓	Professional Development
Master Level Trained/Licensed Behavioral Health Clinicians hired with input & approval of school leaders			✓	
Master Level Trained/Licensed Behavioral Health Clinicians using evidenced-based, trauma informed, gender-specific curricula			✓	
Master Level Trained/Licensed Behavioral Health Clinicians proactively addressing behavioral health, instead of reacting after an incident			✓	
Joint Professional Development with District Staff & Faculty	✓		✓	
CULTURE & RELATIONSHIPS				
Embedded into the school's administration; responsive to School Improvement Plan (SIP)	✓		✓	Student Engagement
PROCESSES & FINANCIALS				
No cost to schools		✓	✓	Alternative Funding Sources
Data Sharing with District Administration/School Leaders for accountable performance & SIP goals			✓	