

APPROVED

Pending Comments
Below Addressed

DONE
190119

C11

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:
Feb Board
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETE

Date Submitted: December 10, 2018

Contract Initiator (Name of Person Overseeing the Contract): Michael McAuley Telephone Number: x66513

School/Department Submitting Contract: County Office/Climate and Culture

Vendor/Contractor Name: INVO

Contract Title: INVO IMPACT Team

Contract Type: New Renewal Amendment Extension Date Original Contract Approved: Title I

Contract Term: January 1, 2019 - June 30, 2019 Renewal Option(s): \$22,033.33

Contract Cost: Not to exceed \$212,922.93 Payment Schedule (Monthly? Upon delivery? When finished?): Monthly

420 6400310.9004.0000; 4010.000.9

\$190,889.60
- Title IV

Funding Source: 420 6400310.9004.0000.4010.000.9 Purchase Requisition No.:
(2018-19 Title IV grant)

Strategic Plan Tie-in Explanation: 1.1 Provide teaches and students with the tools and resources necessary to meet the demands of the Florida Standards and students' individual needs.

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:
This program will satisfy the Safe and Healthy Schools element of the Title IV grant requirements.

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)*
*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

RECEIVED DEC 10 2018

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grant States INVO (GA-1.012(12)(g))
Review Date: 12/13/18	BFS		and (11)(a) Health Services (see Contract Issues)
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 12/19/18	CCCL		
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	per Email
Review Date: 1/14/19	BFS for Bidner		with noted changes - see Distribution list

* "School Board of Clay County, Florida" - pgs. 4, 6, 7
Effective Date: P. 1, Line 1 and #14

Begin Date: P. 2, #4 "Term"
Add "Addendum" incorporation language P. 3, #9
Add word TO P. 3, #12(b)

P. 10 * Exh. B - fee schedule - see notes with Qs. A or ↓ detail at your pleasure

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made as of the effective date set forth in Paragraph four (4) of this Agreement (the "Effective Date") by and between *Invo Healthcare Associates*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "***Invo Healthcare***") and School Board of Clay County, Florida, 23 South Green Street Green Cover Springs, FL 32043 (hereinafter referred to as "***District***").

THIS AGREEMENT is intended to describe the conditions of the AGREEMENT which ***Invo Healthcare*** will engage its Service Providers, who in turn provide specialized therapeutic and behavioral intervention services to individuals designated by the ***District***.

THE PARTIES wish to enter into an AGREEMENT and agree to the following:

1. Relationship of Parties:

The ***District*** understands and agrees that ***Invo Healthcare*** and the service provider(s) are acting and performing as independent contractors at all times. Accordingly, nothing in this AGREEMENT shall permit the District to exercise control or direction over the means or methods by which service providers perform the services for which they have been engaged. However, the ***District*** and the service provider(s) shall fully comply with all performance standards set forth in this AGREEMENT all currently approved and generally accepted professional standards governing the particular professional specialty for which service provider(s) has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services.

2. Services:

Both parties agree that the scope of ***Invo Healthcare's*** responsibility, as set forth in the AGREEMENT, is limited to contracting with service provider(s) who will provide the services for the clients of the ***District*** located in the state of Florida.

Invo Healthcare will provide the services outlined in the attached Exhibit A – Scope of Services.

Upon the request of the ***District***, ***Invo Healthcare*** shall replace any individual provider providing services to the ***District*** with another qualified provider acceptable to ***Invo Healthcare and District***.

3. Duties of Service Provider(s):

- (a) The services provided by the service provider(s) under this AGREEMENT will be consistent with the available facilities, the service provider(s)'s professional judgement and the standards established in the ***District's*** community.
- (b) The service provider(s) shall maintain adequate and current records, in the manner required by the ***District***, for individuals who are provided with service.

- (c) The service provider(s), under their contract must comply with policies, rules, and regulations of the **District**.

4. Term:

This AGREEMENT term shall begin on or about February 8, 2019 and extend until June 30, 2019.

5. Fees:

Invo Healthcare shall be compensated for services rendered as identified in **Exhibit B – Fee Schedule** with an approved amount not to exceed \$212,922.23.

In the event that service provider(s) must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another.

6. Duties of District:

- (a) The **District** will provide the service provider(s) with adequate work areas and equipment, as deemed necessary by the **District**, for the service provider(s) to perform her/his job.
- (b) The **District** will provide support services as needed.

7. Service of Notices:

Notices served on the **District** will be served by Certified Mail with a return receipt, to Clay County Public Schools, 23 South Green Street Green Cover Springs, FL 32043. Notices served on **Invo Healthcare** will be served by Certified Mail with a return receipt, to Invo HealthCare Associates, 1780 Kendarbren Drive, Jamison, PA, 18929.

8. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the State of Florida.

9. Scope of Agreement:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous AGREEMENTS, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other AGREEMENT included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby. This AGREEMENT incorporates the terms of "Addendum A," which consists of four (4) pages, which Addendum is attached hereto.

10. Amendments:

This AGREEMENT may be amended at any time by mutual AGREEMENT of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the **District** and **Invo Healthcare**.

11. Non-Interference, Non-Solicitation, and Restrictive Covenant:

District agrees that it may not during the term of this AGREEMENT and for one (1) year after the expiration or termination of this AGREEMENT, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the any service provider(s) that any **Invo Healthcare's** staff introduces to **District** arranges for interview with **District**, or who has provided Services to **District** by or through **Invo Healthcare**.

12. Default:

The **District** will be in default if any of the following happens:

- (a) The **District** fails to make any payment when due.
- (b) The **District** makes any representation or statement to **Invo Healthcare** that intentionally is false or misleading in any material respect.

13. Confidential Information:

- (a) Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the **District** relating to the educational, employee, student record, technical, business, or corporate affairs of the **District**; **District** students, **District** property; user information, including, without limitation, any information pertaining to usage of the **District's** computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; student records as defined by Federal and Florida law; and the existence of, and terms and conditions of, this Agreement.

- (b) No Disclosure of Confidential Information by Invo Healthcare. *Invo Healthcare* acknowledges that it shall, in performing the Services for the *District* under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. *Invo Healthcare* shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the *District*. *Invo Healthcare* may disclose Confidential Information if consented to in writing by the *District*, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the *District* of such potential release.

In addition, *Invo Healthcare* shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student "education records" as defined in FERPA. Any use of information contained in student education records to be released must be approved by the *District*. To protect the confidentiality of student education records, the *District* will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

- (c) Return of Confidential Information and District Property. Upon the termination of this Agreement, *Invo Healthcare* shall return all Confidential Information and other property, documentation, or records belonging to the *District*.

14. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach or any part by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

15. Privacy:

Invo Healthcare and the service providers(s) will comply with all HIPAA privacy and security regulations as defined in 45 Code of Federal Regulations Part 160 and Subparts A, C and E of Part 164, as from time to time amended and all other applicable state and federal laws. *Invo Healthcare* and any employee, subcontractor, or agent of *Invo Healthcare* who has access to individual files and/or private health information accept the responsibility to maintain the confidentiality and privacy of that material regardless of whether it was read, heard, or discussed in a meeting, and regardless of it being marked "Confidential". Under no circumstances is material in the files to be duplicated, disseminated, given verbally to unauthorized persons, or shared on social media. Access to files is accomplished only for the purpose of developing, implementing and maintaining an individual's services. The confidentiality obligation set forth herein shall survive the termination of this AGREEMENT for any reason whatsoever, remaining valid and in full force.

16. Insurance:

Invo Healthcare shall carry for the duration of this AGREEMENT the following the following types of insurance:

- Comprehensive General Liability Insurance, occurrence form, (including product liability coverage when applicable) \$1,000,000 per occurrence with an annual aggregate of at least \$3,000,000.
- Workers' Compensation Insurance, as required by Florida law.
- Professional Liability with limits in the per claim amount of not less than One Million Dollars (\$1,000,000.00) and the annual aggregate of not less than Three Million Dollars (\$3,000,000). Coverage must include sexual abuse and molestation and be on an occurrence form.
- Personal Auto Insurance with a combined single limit of \$1,000,000.
- Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability and property damage insurance policy shall name the *District*, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the *District*. *Invo Healthcare* shall provide the *District* with certificates of insurance and/or copies of policies reasonably acceptable to the *District* evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the *District* to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the *District* by certified mail, return receipt requested.

17. Safety of District's Consumers:

The health, safety, and security of *District* consumers are paramount. *Invo Healthcare* agrees to take all proper, legal, and necessary measures to ensure the safety of *District* consumers for the duration of this AGREEMENT. Further, *Invo Healthcare* agrees not to take any action that will place the health, safety, or security of the consumer at risk. If *District* has any reasonable concerns about the health, safety, and security of its consumers during the execution this AGREEMENT, *District* reserves the right to immediately cancel, suspend or otherwise terminate this AGREEMENT.

18. Indemnification:


Invo Healthcare agrees to defend, indemnify and hold **District** and its affiliates, officers, employees, trustees and partners harmless from all claims, demands, damages, and expenses, including attorney's fees arising out of or claimed to arise out of the acts, errors, omissions, and/or negligence of **Invo Healthcare** or its agents resulting in whole or in part from work performed under this AGREEMENT.

19. Discrimination in Services:

Invo Healthcare agrees that service provider(s) shall not exclude any person from participation in the services that are the subject of this AGREEMENT on the basis of race, color, sex, creed, disability, sexual orientation, national origin, or the inability to pay.

THE PARTIES execute this AGREEMENT on the 7th day of February, 2019.

School Board of Clay County, Florida

Signed: 
By: Carol Studdard
Title: School Board Chair
Date: 2/7/19

Invo HealthCare Associates

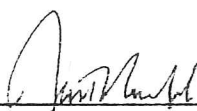
Signed: 
By: JASON T. RALPH
Title: COO
Date: 2/13/19

Exhibit A - Scope of Services

The Invo team is dedicated to the provision of effective educationally-based therapy and behavioral intervention services. Each member of our team is committed to their position and we are all driven by the knowledge that what we do directly impacts the lives of children. We strive to make a meaningful difference in the lives of these children and we work towards that goal each day.

The INVO Multidisciplinary Program to Address Childhood Trauma (IMPACT) Teams are designed to provide the requisite level of comprehensive wrap around support services to students who are dealing with Adverse Childhood Experiences (ACEs): Emotional, Physical, and Sexual Abuse, Neglect, Parent Separation/Divorce, Witness to Domestic Violence, Mental Illness, Incarceration, Death of Family Members, Substance Abuse, and complications related to a life in poverty. Complete with Licensed Social Workers (LSW)/Mental Health and Substance Abuse Counselors (MHC/SAC), and Behavior Analysts (BCBA/RBT), IMPACT Teams provide the children with intense, regular support to eradicate or manage the barriers that impede academic progress and performance and, often lead to truancy and behavior problems both in and out of school. The IMPACT Team approach provides weekly updates to the school and/or district liaison (and if necessary and authorized, the courts) and where necessary, coordinates additional services from within the school district or from outside agencies as needed to support the family units. All of these services are delivered in the students' existing school(s) with sessions at home as needed.

By allocating the resources of the IMPACT Team to this tier three (3) student population, in addition to the team approach to data sharing and intervention, the school/district enables existing support professionals to lower their caseload to more manageable numbers and cases and thus enhance levels of support for tier one (1) and two (2) student needs.

Citing the needs of The School Board of Clay County, Florida, the specially designed IMPACT Team, consists of 1 Full-time Licensed Social Worker, 2 Full-time Licensed Mental Health Counselors, 1 Full-time Board Certified Behavior Analyst, and 1.5 Registered Behavior Technicians, and can serve –60 - 85 students at a given time in grades K - 12, and their families. In addition to the direct service providers listed above, the program is supported by company resources, including clinical leadership, program development, research/evaluation in collaboration with a Research 1 University, and family support.

The role of each of the dedicated IMPACT Team members is as follows (All clinical professionals who focus on the psychological challenges of students will also be trained to focus on identifying and addressing the behaviors manifesting from those challenges):

The Licensed Social Worker will work with the children and their families in dealing with mental health issues, substance abuse, public health, school social work, medical social work and children and family therapy.

The Licensed Mental Health Counselor is a highly trained mental health professional that helps families collectively deal with relationship and behavioral issues in and outside of the family unit as well as advising children suffering from substance abuse.

The Board Certified Behavioral Analyst will plan and oversee the development and implementation of systematic interventions using the principles of Applied Behavior Analysis (ABA) for students to reduce

problematic behaviors and promote the development of new skills to support a positive learning environment in the school and home setting.

Under the supervision of the Board Certified Behavioral Analyst, the Registered Behavioral Technicians will provide behavioral interventions to improve student skills and reduce problematic behaviors in the home and school setting.

Support professionals will intervene in the following ACE indicators as such:

Indicator/Intervention	LSW	MHC/SAC	BCBA	RBT
Emotional Abuse	X	X		
Physical Abuse	X	X	X	X
Sexual Abuse	X	X		
Neglect	X	X	X	X
Low SES	X	X	X	X
Separated Parents/Divorce	X	X		
Witness to Domestic Violence	X	X	X	X
Family Illness (Mental and Medical)	X	X		
Incarceration	X	X	X	X
Death	X	X	X	X
Substance/Alcohol Abuse	X	X	X	X

The general process of intervention would follow three basic steps and include several components as follows:

Step 1: Eligibility Determination and Intake Assessment

- The IMPACT Team approach is intended to be individualized and customizable for each school/district. Therefore eligibility determination for programming beyond only students being identified as Tier 3 would be determined in cooperation with the participating school/district. In general, reasonable factors should include academic performance, consistency in attendance, number of behavioral incidents, type of behavioral incidents, willingness of parent(s) to participate, and ACE indicators as demonstrated by the ACE-IQ (or other means as deemed appropriate by the school/district). The intake assessment would also include individual evaluations by each member of the IMPACT team.

Step 2: Intervention

- The uniqueness of this approach is that it brings together members of a truly multi-disciplinary team utilizing each profession in an efficient and functional manner maximizing time by focusing on addressing underlying emotional, physiological, and behavioral needs and teaching functional alternative behaviors with a pro-social and pro-academic focus and equipping the students and/or caregivers with the skills to assess, alter, and maintain more healthy living and learning styles at school, at home, and in the community.

- The intervention process includes regularly scheduled sessions with members of the IMPACT team for the students, his/her caregivers, and the school staff so that a truly comprehensive treatment approach can be implemented. The amount of and type of sessions will be determined by members of the IMPACT team, but it is anticipated that each student/caregiver will have daily contact with at least one member of the IMPACT team.
- The focus of intervention initially will be on success at school academically and socially, and as success is achieved the focus will be shifted toward the home environment and the community.
- Faculty and staff at the targeted schools will be assessed on a nationally recognized cultural competency assessment and be provided professional development on cultural competency. The assessment and the professional development will focus on how to best provide support to students with high number of ACEs.
- The intervention process will be monitored on an on-going basis by a comprehensive data collection system that will measure academic progress, social skills, maladaptive behavior, and parental/caregiver involvement.

Step 3: Transition

- It is anticipated that initial involvement with the IMPACT team will be more intensive, but as intervention becomes effective, the need for frequent support and monitoring will be reduced. The transition phase will involve transferring treatment authority and efficacy to the school staff and caregivers using a plan that is mutually agreed to by all parties including the student. It is expected that the amount of parental/caregiver involvement in this phase would increase as the IMPACT team will focus on empowering the caregivers, school staff, and students without the need for intensive support-a maintenance plan.

Exhibit B - Fee Schedule

All services will be invoiced on a monthly basis to include both direct, indirect and management services.

All direct and indirect services are billed monthly as utilized and by each individual position. The rates for each role are as follows:

Role	Hourly Rate (direct and indirect services)
Board Certified Behavior Analyst	\$68.00
Licensed Social Worker	\$52.00
Licensed Mental Health Counselor	\$52.00
Registered Behavioral Technician	\$31.00

Program Management services (Research oversight and evaluation/ Program and family support) will be billed monthly at a rate of \$1,000.00/month from February through June.