

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230017
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
 [REDACTED]
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: July 28, 2022
 Name of Contract Initiator: Laura Fogarty Telephone #: 904-336-6513
 School/Dept Submitting Contract: Climate & Culture Cost Center # 9004
 Vendor Name: Public Consulting Group LLC
 Contract Title: Amendment No. 2 To the Contract for Medicaid Reimbursement Services
 Contract Type: New Renewal Amendment Extension Previous Year Contract # 200119
 Contract Term: Auto Renew Renewal Option(s): Yes

Contract Cost: \$58,927
 BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # 100.6100369.9004.1103.0000.000.0
 Funding Source: Budget Line # -
 NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED 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].
- State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- COVID-19 Waiver (If Applicable)
- Release and Hold Harmless (If Applicable)

RECEIVED
 JUL 28 2022
 PURCHASING

RECEIVED
 8/17/2022
 SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date: <u>8/3/22</u> Signature: <u>B78</u>	<u>Adding Product/Service Via Exhibit A-1 & B-1 Replacing SBCC Old Addendum A with SBCC New Addendum A via Amendment No. 2</u>
School Board Attorney Review Date: <u>8/16/22</u> Signature: <u>J6</u>	
Other Dept. as Necessary Review Date:	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED <u>[Signature]</u> DATE: <u>8.17.22</u>

**AMENDMENT NO. 2
TO THE CONTRACT FOR MEDICAID REIMBURSEMENT SERVICES**

This Amendment No. 2 (the "Amendment") to the Contract for Medicaid Reimbursement Services entered by and between Clay County School District ("School System") and Public Consulting Group, Inc., predecessor in interest to Public Consulting Group LLC ("PCG"), as of May 1, 2020 (the "Agreement"), is made effective as of July 18, 2022 ("Effective Date").

WHEREAS, the parties wish to amend the Agreement pursuant to Section XII.B of the Agreement to update a party name and expand the scope of services;

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that all reference to "Public Consulting Group, Inc." will be deleted and replaced with "Public Consulting Group LLC."
2. The parties agree to include a new Section VII-A.

VII-A. OWNERSHIP INTERESTS AND LICENSE

Subject to the terms and conditions of this Agreement, including SCHOOL SYSTEM'S performance of its obligations hereunder, PCG shall provide the EDPlan™ Services (including application and related supporting services) to SCHOOL SYSTEM, as more fully described below.

A. Definitions:

- (i) "EDPlan Services" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii) "New Releases" means any new revision of EDPlan Services that includes significant enhancements which add new features to the EDPlan Services and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
- (iii) "Updates" means any new revisions and/or modifications made to the EDPlan Services and/or documentation in order to correct operational errors.
- (iv) "Upgrades" means any new revision of the EDPlan Services that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

- B. PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use the EDPlan Services to the extent reasonably necessary in performing related school business functions.
- C. PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for SCHOOL SYSTEM with respect to the EDPlan™ Services; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of SCHOOL SYSTEM'S documentation for the EDPlan Services, and, if such SCHOOL SYSTEM'S documentation is in an on-line format, allow SCHOOL SYSTEM users to make print copies of the same.
- D. SCHOOL SYSTEM shall not use or grant to any person or entity other than authorized SCHOOL SYSTEM users the right to use the EDPlan™ Services, which users shall be subject to the terms set forth herein. SCHOOL SYSTEM shall not distribute, market, or sublicense the EDPlan™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- E. SCHOOL SYSTEM shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in the EDPlan™ Services and related documentation are placed on all copies of written materials distributed by SCHOOL SYSTEM relating thereto. Examples of such documentation include training materials and manuals. School SYSTEM shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EDPlan™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- F. SCHOOL SYSTEM shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of SCHOOL SYSTEM or an authorized SCHOOL SYSTEM user and shall not permit any SCHOOL SYSTEM user or third party to do so.
- G. SCHOOL SYSTEM shall not transfer, rent, or permit access to the EDPlan™ Services to any third party, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- H. SCHOOL SYSTEM shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EDPlan™ Services or any portion thereof, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- I. SCHOOL SYSTEM shall not circumvent any security protection within the EDPlan™ Services and shall not permit any SCHOOL SYSTEM user or third party to do so.

- J. Subject to the license rights granted to SCHOOL SYSTEM by this Section, all right, title, and interest in and to the EDPlan Services, including the intellectual property rights and technology inherent in the EDPlan Services, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EDPlan™ Services, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to SCHOOL SYSTEM any right, title, or interest in or to PCG's intellectual property rights or other rights in and to the EDPlan™ Services or PCG's trademarks. Except as expressly authorized by this Agreement, SCHOOL SYSTEM shall not use, display, copy, distribute, modify, or sublicense the EDPlan™ Services. PCG reserves all rights not expressly granted to SCHOOL SYSTEM by this Agreement.
- K. SCHOOL SYSTEM acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by SCHOOL SYSTEM use of the EDPlan™ Services with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. SCHOOL SYSTEM shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with the EDPlan™ Services, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of SCHOOL SYSTEM'S knowledge of such infringements or acts.
- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in the EDPlan Services.
3. In consideration of the licenses granted by PCG to School System under this Agreement, the parties agree to amend Exhibit A of the Agreement by including Exhibit A-1, attached herein, and amend Exhibit B of the Agreement by including Exhibit B-1, attached herein. The parties agree that all references in the Agreement to Exhibit A will collectively include Exhibits A and A-1 and all references in the Agreement to Exhibit B will collectively include Exhibits B and B-1.
4. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
5. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.

- 6. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
- 7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
- 8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
- 9. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state's or district's courts and waive any objection to venue.
- 10. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship
- 11. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their respective authorized representatives.

PUBLIC CONSULTING GROUP LLC

DocuSigned by:



15F4586624BE490...

By: Amy Smith
Title: Manager
Date: 8/23/2022

CLAY COUNTY DISTRICT SCHOOLS



By: Mary S. Bolla
Title: Board Chair
Date: 9/1/2022

EXHIBIT A-1 SCOPE OF WORK

Subject to the terms and conditions of this Agreement, PCG will provide the following additional Services:

I. Behavioral Threat Assessments (BTA) and Suicide Risks Assessments (SRA)

PCG's Behavioral Threat Assessment (BTA) and Suicide Risks Assessments (SRA) solution assists in the implementation of a consistent, structured approach for multidisciplinary teams to identify and support students who may present a threat to self or others; helping school personnel document the threat, gather, share, and consider relevant information to make informed decisions, consider key questions to assign risk and determine next steps for intervention, and prepare a monitoring plan if needed.

- Includes standard configuration supporting the Virginia Department of Criminal Justice Services (DCJS), Dewey Cornell/University of Virginia (CSTAG), or Salem-Keizer Cascade threat assessment protocols as determined by the School System.
- In the first year of service, PCG will provide two days of on-site training with two sessions per day for BTA/SRA teams and School System administration, inclusive of additional brief on-demand training videos to guide users through the most common steps in the system. These trainings will focus on basic system functionality and will walk participants through hands-on use cases. There is no limit to the number of users per session. School System is responsible for providing necessary technology (computers/internet) and communicating/promoting the details of the event to School System personnel. Additional trainings may be purchased by School System as desired and will be scheduled at a mutually agreeable time upon execution of the contract amendment or change order for the additional services.

Note:

PCG's BTA / SRA solution is a tool intended to document and assist the School System's school-based interdisciplinary threat assessment teams as they evaluate student risk to themselves and others and to document the determination of follow-up steps to monitor and support students but the system does not conduct the actual assessment and does not render conclusions upon which School System must or should rely. Such assessments, conclusions, and supports must be rendered by School System's interdisciplinary team.

Standard User Support – EDPlan Functionality and Feature Support (included in Service Agreement)

EDPlan was designed to be intuitive and to facilitate ease of use. Licensing fees include user support related solely to specific functionality and system features that are included in School System's contract. In addition to the Support within the application, where users can find system documentation and FAQs, PCG provides live support to trained School System administrators on system functions. Tier-2 User Support includes message board communication tools that are embedded within the EDPlan user interface. PCG will respond to School System administrator inquiries within one business day. Items that are escalated for additional investigation or resolution may take additional time to resolve.

Message Board: School System can send inquiries and support requests via the ZenDesk support feature of the EDPlan web-based application. PCG will typically respond within one business day.

System Overview and School System Responsibilities

EDPlan is a web-based application. School System is not required to purchase or install any software on its computers except an Internet browser and Adobe Reader (each is available from the vendor).

PCG provides all hardware and software necessary for the operation of EDPlan. PCG provides all technology engineering services required to operate EDPlan. PCG provides all operational services needed for the appropriate functioning of EDPlan including but not limited to: Database software administration, database backup and recovery, system account management, system security, computer and network equipment maintenance, server software maintenance, application software maintenance. PCG provides all datacenter hosting services as required for the appropriate functioning of EDPlan including the provisioning of internet bandwidth as needed to make EDPlan appropriately accessible via the internet.

School System Responsibilities

School System is responsible for timely provision of the following:

1. Connection to the Internet for its Users.
2. Computer hardware for its Users.
3. Browser software and browser software configuration.
4. Installation and configuration of the Adobe Acrobat Reader.
5. System start up information as detailed in the “System Start-Up” Section below.
6. Additional school data after Start-Up, as may be required by PCG.
7. School System will designate a consistent project manager who will serve the duration of the project term.
8. In the case of transition of staff, School System will designate a new project manager who will serve for the duration of the project term.
9. Scheduling as need to allow the project manager to receive training from PCG on an ongoing basis.
10. Sites for all scheduled on-site trainings with an appropriately configured computer for each trainee and one additional computer for the trainer.

System Integration

System Integration is a step in the initial implementation phase. The goal of System Integration is to establish flow of student demographic information into EDPlan, with School System’s Student Information System serving as the primary source of data. PCG will work with School System, using established PCG processes and templates, to implement the initial System Integration configuration through which data will be exchanged on a nightly basis within PCG’s overnight schedule and one student information system. PCG assumes that School System will actively participate in the process, and that School System has current technology and security protocols in

place to help create and maintain a strong security posture with respect to this integration. School System data housed in systems other than the single student information system may be integrated at additional fees.

PCG has developed a standard set of specifications to outline the data elements required from School System's local data systems by PCG to properly configure EDPlan. This includes the following four (4) elements:

- Student Information
- Parent Information
- User Information
- School Information

School System Responsibilities

PCG will assist School System in populating the spreadsheet templates provided by offering technical advice and consulting, but it is the responsibility of School System to populate the spreadsheets and to submit those to PCG personnel via secure file transfer protocols which will be described to School System personnel who are preparing and delivering the data.

II. EasyTrac: Mental and Behavioral Health Service Documentation

The EasyTrac electronic documentation system is part of PCG's EDPlan suite of services. EasyTrac can be expanded to allow for documentation of mental and behavioral health services *outside* of an Individual Education Plan (IEP). System users will be able to collaborate and document services immediately following a threat-to-self and/or threat-to-others.

The EasyTrac Mental and Behavioral Health Service Documentation includes:

1. System hosting and maintenance;
2. Initial configuration and setup of non-IEP mental and behavioral health services and a logging wizard that accommodates service documentation;
3. New user type to accommodate new mental and behavioral health users/providers
4. Virtual system training for end users and administrators
 - One (1) training for end users/providers
 - One (1) training for administrators
5. A standard suite of reports which allow administrators and providers to review documented services;
6. Zendesk (helpdesk) support;
7. Opportunity to participate in established PCG's status update meetings with Clay County School District.

**EXHIBIT B-1
COMPENSATION**

I. Behavioral Threat Assessments (BTA) and Suicide Risks Assessments (SRA)

BTA Implementation and Start-Up Fees (one-time cost)	
Initial Configuration and Setup	\$7,500
Includes initial setup of BTA system aligned to CSTAG model endorsed by Dr. Dewey Cornell, and the SRA system following the best practices for suicide risk assessment and prevention.	
On-site System Training	\$5,000
2 days of training efforts and costs are based on a Train the Trainer (T3) model. Training sessions generally last up to 90 minutes and include a hands-on experience with a maximum of 30 people per session at 2 sessions per day.	
Current Client Discount	-\$1,000
Total Implementation and Start-Up Fees	\$11,500

Licensing, Support, and Maintenance Subscription (Annual cost)	
Threat Assessment Value Package	\$47,427
Behavioral Threat Assessment Subscription – 60 cents per student	
Self-Harm Risk Assessment Subscription – 40 cents per student	
Subscription Includes:	
<ul style="list-style-type: none"> • Tier 2 Help Desk support² • System hosting, maintenance, and <u>four</u> new releases per year • Dashboards 	Price fixed for 3-year average based on 40,192 student count
Standard package add-ons include: 18 cents per student	
<ul style="list-style-type: none"> • Florida State Reporting • Advanced Reporting provided through SAP business objects • Unlimited PaperClip Document Repository for case artifacts 	
EDPlan Systems Annual Refresher Training	Included
Includes one (1) 2-hour virtual refresher training session per year	
EDPlan Notifier – Emails	Included
Includes email alerts to key parties on significant events (note: text alerts are an available option for an additional fee) ³	
Total Ongoing Annual Licensing, Support, and Maintenance	\$47,427

OPTIONAL THREAT ASSESSMENT ADD-ONS	
Systems Training	\$3,000
Four (4) 2-hour virtual training sessions for BTA/SRA teams and district administration to learn how to navigate the EDPlan system and input threat/risk assessment data.	
On-site Professional Development	\$4,500
Optional CSTAG professional development training with Dr. Dewey Cornell and national certified trainers – per day rate	

II. EasyTrac: Mental and Behavioral Health Service Documentation

Annual Pricing	Terms & Conditions
\$14,000	A 5% cost adjustment will be applied in Year 3 and beyond. For example, the annual fee for July 1, 2024 – June 30, 2025 will be \$14,700.