

**APPROVED** Pending Comments below are Addressed 200136



# CONTRACT REVIEW FORM

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

Date Submitted: 5/12/2020

Name of Contract Initiator: Michael Wingate  
 Telephone Number: Michael Wingate  
 Email: michael.wingate@myoreday.net

School/Department Submitting Contract: CFI

Vendor Name: PACE Center for Girls, Inc (190130)

Contract Title: Memorandum of Understanding Between CCSB, PACE Center for Girls

Contract Type: New  Renewal  Amendment  Extension   
 Date Original Contract Approved: \_\_\_\_\_ Prior Year's Pricing: \_\_\_\_\_  
 Contract Term: 1-year - automatic extension each year Renewal Option(s): Auto Renew

Contract Cost: -0- Payment Schedule (Monthly? Upon delivery? When Finished?): \_\_\_\_\_

Funding Source: N/A

Strategic Plan Tie-in Explanation: \_\_\_\_\_

Pre-Approved by Superintendent or Designee? Yes \_\_\_\_\_ No \_\_\_\_\_

Additional Information: To incorporate the REACH program in providing counseling services to CCSB students, when identified.

**RECEIVED**  
6/1/20

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE:**

- Completed Contract Review Form
- SBAO Template Contract or other Contract
- SIGNED Addendum A (if not an SBAO Template Contract)\* in previous contract/original
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements: in previous contract/original

\*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."  
 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].

REVIEWED BY:	PLEASE ADDRESS COMMENTS BELOW:
School Board Attorney: 6/8/20	Approved with change to # 6 b.
Review Date:	
Other Department: Purchasing B78	No Cost
Review Date: 5/27/20	Does 200136 take place of the
Other Department:	Previous Contracts 190130 + Original Board
Review Date:	Approved 9/18/2014 (attached) RECEIVED

MAY 27 2020

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Clay County District Schools, Florida and Pace Center for Girls, Inc.**

This Memorandum of Understanding (MOU) outlines the agreement between Clay County District Schools, Florida 900 Walnut St., Green Cove Springs, FL 32043, and Pace Center for Girls, Inc., 6745 Philips Industrial Blvd., Jacksonville, Florida 32256, 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 Clay, 1241 Blanding Blvd, Orange Park, FL 32065*.

**PURPOSE**

This MOU represents a 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 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 to 17 and should have experienced academic underachievement, runaway, truancy, family conflict, or ungovernable behavior.

**I. TERM**

The term of this MOU begins on **07/01/2020** and will end on **06/30/2021**, and shall automatically be extended for an additional one-year (1-year) period under the same terms and conditions as the original agreement, provided continued funding for the program is granted through the Florida Department of Juvenile Justice after **06/30/2021**. This MOU may be terminated earlier by either party by giving written notice at least thirty (30) days in advance to the other party.

**II. COMPENSATION**

All costs of these services will be the responsibility of Pace. Clay County District Schools 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 Reach Program.
- Provide outpatient counseling and, where needed, case management services.
- Provide linking services to girls when clinically necessary and appropriate to treatment plan.

- Provide quarterly Outcome Reports to Clay County District Schools designee for the purpose of improving 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.
- Notify and coordinate with Clay County District Schools designee and/or its appropriate local contact when Reach Program field trips are planned.
- Require personnel who have direct contact with youth to undergo a level 2 screening pursuant to 1012.465, F.S.

2. Clay County District Schools will:

- Provide appropriate referrals for girls and their families who meet agreed upon requirements.
- Inform referred girls and their families of the referral made to the Reach Program.
- Clay County District Schools 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 for the purpose of meeting specific treatment goals and objectives as outlined by Pace.
- Participate in collaborative planning meetings with the Reach Program for the purpose of reviewing Outcome Reports and improving upon the referral services.
- Consult with Pace to ensure mutual agreement prior to additional Clay County District Schools 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 the purposes of 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 party's Privacy Officer or designee. The alleged breach or violation will be investigated, and an appropriate sanction issued. Each party reserves the right to terminate this MOU if it determines the other party has violated a material term of the MOU.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by United States Postal Service certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph. For the present, the parties designate the following addresses for giving notice:

Clay County District Schools  
900 Walnut Street  
Green Cove Springs, FL 32043

Pace Center for Girls Clay  
1241 Blanding Blvd. Suite 5  
Orange Park, FL 32065

**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.

**6. Indemnification:**

- a. Pace agrees to indemnify and hold harmless Clay County School Board, its elected and appointed officials, employees, and agents from any liability, claims, judgements, damages, costs and expenses, including attorney's fees and costs (including those at the appellate level), as a result of accidents, injuries or any other matters and claims, incurred by Clay County School Board 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 matters covered under this MOU. Nothing herein is intended to act as a waiver of Clay County School Board's sovereign immunity or the limits of liability as set forth in 768.28, Florida Statutes, regardless of whether such claims are based in contract, tort, statute, strict liability, negligence, product liability, or otherwise. Pace will immediately give Clay County School Board written notice of all claims asserted against Pace and Clay County School Board will have the right but not the obligation to participate in any defense.

- 570* b. Both parties agrees to indemnify and hold harmless the other party (if required by *570* that party), its affiliated companies, officers, directors, employees, and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain workers' compensation insurance or otherwise), including legal fees and expenses, of whatever kind or nature arising out of or on account of, or resulting from claims, *caused by* related to any negligent act, error, or omission related to performance of obligations pursuant to this MOU by the indemnifying party or its subcontractors, affiliates, officers, directors, employees, representatives or agents. The provisions of this paragraph shall survive the expiration or earlier termination of this MOU.

*Nothing in this sub-paragraph shall be construed as a waiver by Clay County School Board of its Sovereign Immunity or liability limits set forth in 768.28 Fla. Statutes. 573*

**7. Anti-Discrimination:**

- a. Neither party will discriminate against employees, contractors, students or their families on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state or local law in its youth programs, admission policies, financial aid, employment or any other administered programs. Both parties shall abide by anti-

discrimination and anti-bullying policies in accordance with federal, state and local laws while collaborating under this MOU.

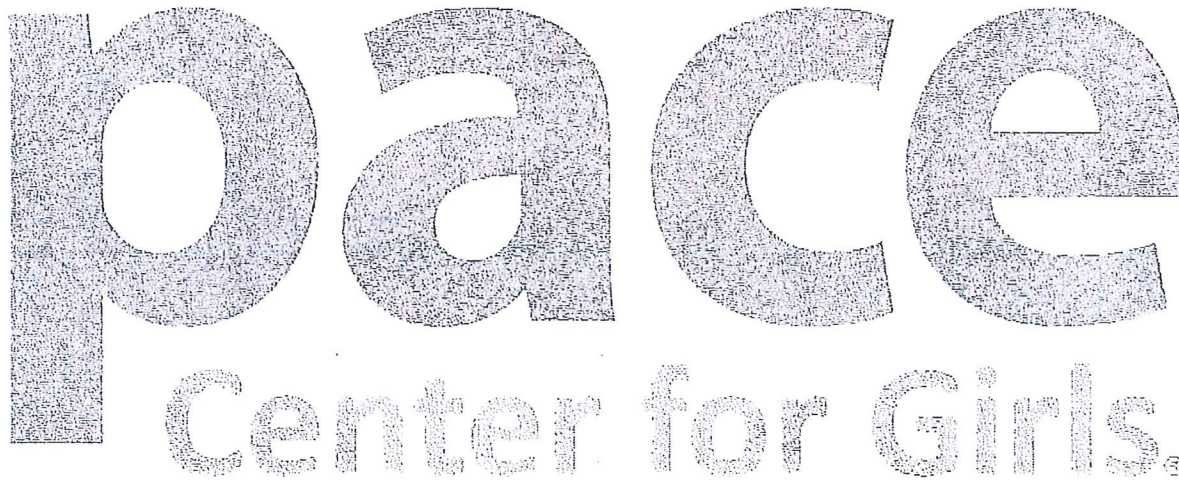
IN WITNESS WHEREOF, Clay County District Schools, Florida and Pace Center for Girls, Inc. have executed this Memorandum of Understanding to become effective July 1, 2020 through June 30, 2021.

DocuSigned by:  
*Thresa Giles*  
A52B59F14AD0412...  
\_\_\_\_\_  
Thresa Giles

\_\_\_\_\_  
Chief Business Officer  
Title

4/18/2020  
\_\_\_\_\_  
Date

*David S. Prui*  
\_\_\_\_\_  
Print Name:  
Superintendent of Schools  
Title  
*6/29/2020*  
\_\_\_\_\_  
Date



*“Trauma creates change  
you don’t choose. Healing is  
about creating change you  
DO choose.”*

— Michelle Rosenthal  
Award-Nominated Author,  
Speaker, and Post-Trauma Coach

**UNSUCCESSFUL**



**pace**  
Center for Girls  
— reach —

## How Reach Works

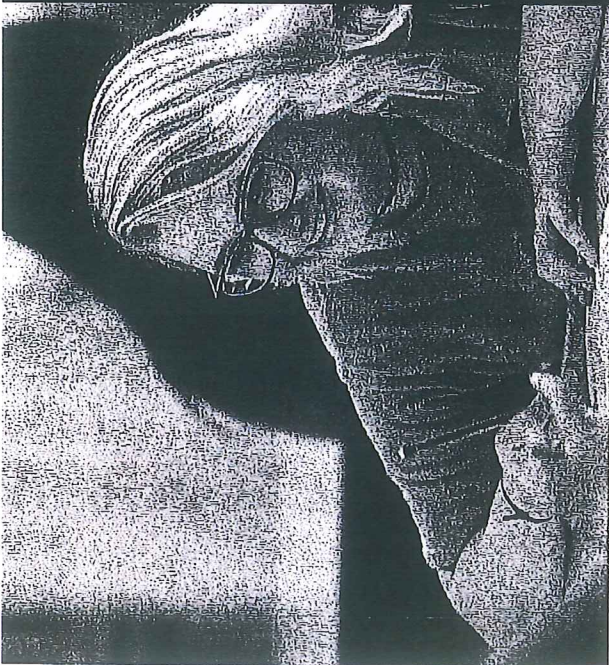
Reach offers services firmly rooted in evidence-based principles for positive girl development. Our gender-responsive, strength-based, and trauma-informed approach fosters healing and empowerment. Girls receive the support to face the pain of traumatic events, identify impact effects, and explore a recovery path while regaining strength and confidence. Services include individual, family, and group therapy as well as programming to improve emotional well-being, strengthen relationships, and support academic success.

### All Pace Reach trained counselors provide:

- Holistic assessment
- Case management
- Individual & group counseling
- Family support counseling
- Goal setting
- Substance use counseling

**pace**  
Center for Girls.  
— CLAY —

Contact Destani Shadrick (904) 458-0840, ext. 1805  
or Destani.Shadrick@pacecenter.org  
to see how Pace can transform  
the future of young women ages 11-17.



## Why Pace Reach Program Services?

Pace Reach Program Services offers **FREE** social, emotional, behavioral, and mental health counseling to girls ages 11-17 and their families.

Reach provides supportive therapy specifically designed for girls in middle and high school in a variety of convenient, easy-to-access locations, including at Pace centers, in schools, and within the community.

### With Reach, girls have access to:

- Free therapy sessions
- Crisis support
- Safe and caring environments

*“Without Pace, I wouldn’t have overcome the emotional trauma of my past to be able to focus on my future.”*

- Daniela

## The Power of Reach

Life is complex. Traumatic events and toxic stress make growing up more complicated. Pace’s proven methods and trained therapists help support a young girl’s transition to a healthy, productive life.

Reach’s experienced professionals help girls explore past experiences, fear, and confusion so they can discover authentic sources of hope and renewed direction—every day. Through individualized care, girls break down barriers, find their voices, and define skills to brave new beginnings and discover their best future selves.

### Reach empowers girls to:

- Strengthen relationships
- Develop communication skills
- Improve emotional well-being
- Build adaptive & positive coping skills
- Support academic success
- Increase positive peer interactions

*“Pain is real. But so is hope.”*

- Unknown

## Proof Reach Works

Reach actively supports girls across Florida and is quickly growing. Due to the number of effective outcomes in school retention and risk-related diagnostics, our program is currently expanding and will soon be offered in additional locations outside of the state.

Within Florida, our Reach programs are highly regarded for an increase in girls’ positive and productive behavior, relationships, and self-esteem and for a decrease in peer and family conflict.

Reach meets girls where they are in their levels of development and need. Our work is strength-based and trauma-informed. Girls and young women have a voice and are full stakeholders who hold the keys to addressing and healing their trauma.

Reach professionals help girls overcome social, emotional, and academic challenges with services tailored for each girl to inform, heal, and empower.

— BEFORE REACH —

**93%**

Had **BEHAVIORAL** issues associated with delinquency

**31%**

Had prior involvement with **LAW ENFORCEMENT**

— AFTER REACH —

**72%**

Had **IMPROVED BEHAVIOR** associated with delinquency

**97%**

Had **NO INVOLVEMENT** with the juvenile justice system within one year of **COMPLETING REACH**



