

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: [redacted] Email: michael.wingate@myoreday.net

School/Department Submitting Contract: C+I

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 = \$3,000,000 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 # 6b.
Review Date:	
Other Department: Purchasing B7C	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
PURCHASING

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.

(SB) b.a. Both parties agrees to indemnify and hold harmless the other party (if required by *(SB)* 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, *(SB)* *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 of Clay County School Board of its sovereign Immunity or liability Limits set forth in 768.28 Fla. Statutes.* *(SB)*

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:
Theresa Giles
A52B59F14AD0412...

Theresa Giles

Chief Business Officer

Title

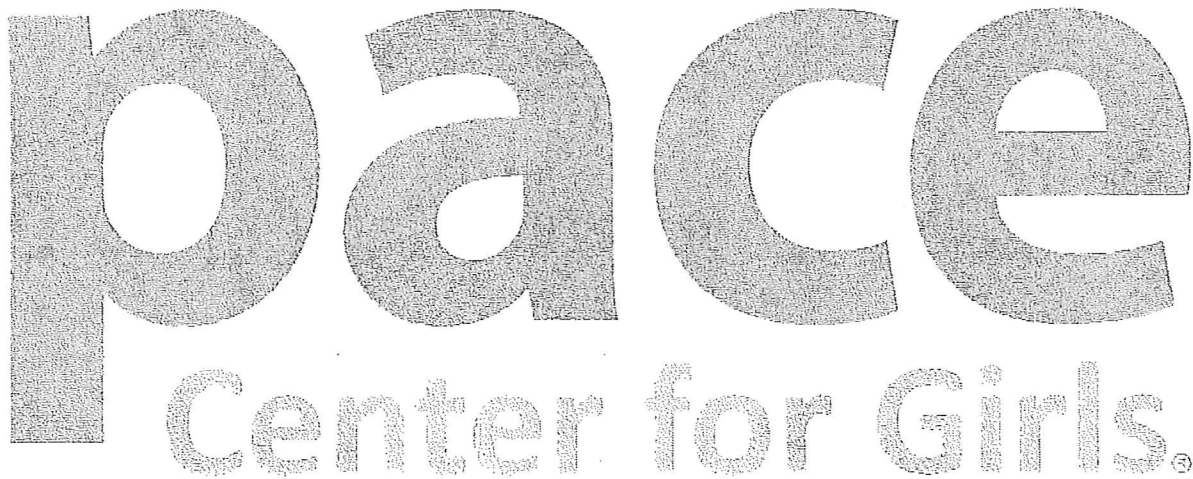
4/18/2020

Date

Print Name:

Title

Date

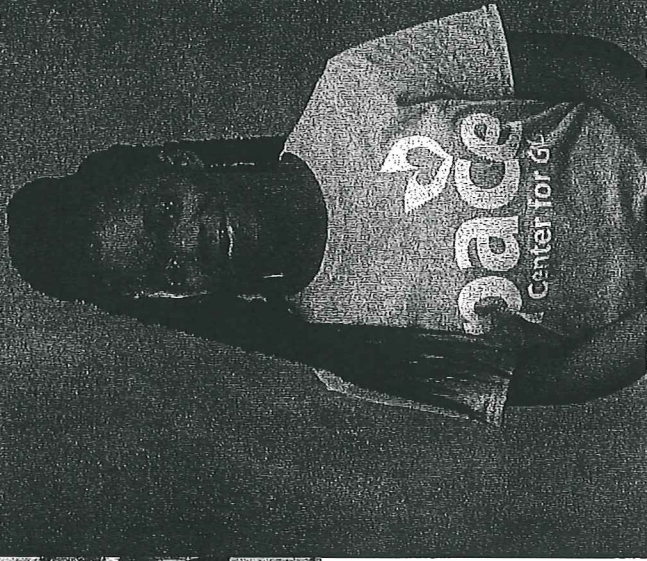




**"Trauma creates change
you don't choose. Healing is
about creating change you
DO choose."**

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

UNSUCCESSFUL



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.



pace
Center for Girls
— reach —

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

"Pain is real. But so is hope."

- Unknown

"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

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**

Program Goal

The Pace Reach Program seeks to decrease or avoid girls' risky behaviors by providing free access to gender responsive, trauma-informed and strength-based services to increase girls' resiliency and protective factors by improving relationships with families, peers and their communities and increasing their self-efficacy and self-advocacy to make decisions that will lead to productive, fulfilling and healthy lives.

Target Population

- Girls
- Ages 11-17 years
- Demonstrate risk factors in at least 3 domains (school, family, health, behavior and victimization). Risks factors include:
 - o History of trauma or abuse
 - o Aggressive behavior
 - o Runaway or in unstable family
 - o High risk sexual activity
 - o Substance use
 - o Involved with the juvenile justice system
 - o School truancy
 - o Academic failure
- In need of behavioral health services

Reach Program Services

Holistic Assessment, Goal Setting and Plan Development

- Minimum of 1 meeting with Reach team member to conduct holistic assessment, DJJ Prevention Assessment Tool (PAT), prior to enrollment.
- Within the first 30 days, Reach team member conducts additional holistic assessments. Assessment conducted are: Biopsychosocial Interview and Problem Oriented Screening for Teenagers (POSIT).
- Within the first 30 days develop a Holistic Care Plan in conjunction with counselors/therapists, girls and their families. The plan is tailored to girls' needs and strengths and includes defined objectives and a minimum of 3 milestones that are attainable within the service timeframe. The plan also includes life skill development goals and needed supports.
- Reach team member conducts initial family/caregiver interview within the first 30 days.

Ongoing Behavioral Health Services: Care Management, Counseling and/or Therapy

- Reach team member coordinates and monitors progress on Care Plans.
- Reach team member provides behavioral health services (care management, counseling or therapy) according to plan applying a one-on-one model for a minimum of 1 hour per-week for 6 months or as needed. Services take into consideration histories of trauma and are focused on leveraging girls' strengths.
- Reach team member maintains monthly contact with family through home/office visits, telephone contact and monthly progress reports.
- Reach team member makes referrals, advocates for resources and monitors progress with external service providers for girl and her family as appropriate.

Transition Planning

- A transition plan is developed within a period of thirty (30) prior to program completion, identifying follow up goals and plan of action around education, career and life planning.
- Progress on the development of protective factors are assessed at transition using the POSIT.

Girl-Centered Social-Emotional and Life Skill Development

- Participation in psycho-educational groups, led by a certified therapist and following Girls Circle format and curriculum (small group setting 8-12 girls/45 minutes minimum/once a month). Content of the groups is gender-responsive and strength-based, focused on promoting healthy development and behaviors in key developmental domains (emotional, relational, physical, spiritual, sexual and intellectual) to support girls to increase their knowledge, decision or coping skills related to risk and protective factors.
- Monthly recognitions to celebrate achievements and provide incentives for continued progress.

Family/Caregiver Supports

- Reach team members work with girls' natural support systems (parents, teachers, school counselors) to develop and implement their care plans within 30 days of enrollment. This includes assisting parent/caregiver in coordinating care services in the home, school, and community environments. For example, attend IEP meeting at school with parent.
- Reach team members assist parent/caregivers with a behavioral health crisis as needed.
- Reach team members engage families in the girl's care once a month. These are opportunities to seek treatment support from the family and an understanding of the family dynamics. For example, meetings with parents to explain girl's progress.
- Reach team members provide therapeutic intervention with parents as appropriate and as needed. This is often necessary to assist parents in learning, practicing and implementing new skills that will support the girl in achieving her therapeutic goals. Examples of possible services include: parenting skills, mother-daughter group therapy and conflict resolution among others.

Expected Outcomes

- Positive relationships with their families, peers and communities are developed
 - Improve behavioral health
 - Decrease or avoid risky behaviors associated with delinquency (drug/alcohol use, offending behaviors, truancy, risky sexual behaviors, among others)
 - Maintain or improve school attendance
 - Increased pro-social coping skills
- Long-term outcomes:**
- Graduate high school/GED
 - Obtain & maintain employment
 - No involvement in the criminal justice system