



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-1.

MEETING DATE	2019-05-21 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	Student Support Initiatives

Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time		
Open Agenda	<input checked="" type="radio"/> Yes	<input type="radio"/> No

TITLE:

Agreement between the School Board of Broward County, FL (SBBC) and the Center for Mind-Body Medicine (CMBM)

REQUESTED ACTION:

Recommendation to approve this agreement. Contract Term: May 21, 2019 through August 2020.

SUMMARY EXPLANATION AND BACKGROUND:

CMBM will train and support a critical mass of 150 carefully selected service providers to integrate CMBM's evidence-based model of trauma relief, stress management, and resiliency building into the ongoing operations of organizations serving children, adolescents, and families in Broward County and Broward County Public Schools. Focused on Parkland/Coral Springs, as well as targeted underserved communities across the County, these services provided will reach approximately 20, 500 children, adolescents and their family members during the grant period. Afterward, this cohort of committed trainees will be able to serve even greater numbers as the work continues each year.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

This agreement will be executed after School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$441,410. The funding source will come from the School Emergency Response to Violence (SERV) Grant and Victims of Crime Act (VOCA) Assistance Fund.

EXHIBITS: (List)

(1) Executive Summary CMBM (2) Master Services Agreement Center for Mind Body Medicine

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Ralph Aiello	Phone: 754-321-1675
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl
5/17/2019, 4:20:01 PM

Electronic Signature
Form #4189 Revised 08/04/2017
RWR/ DG/RA:dab

Approved In Open Board Meeting On:

MAY 21 2019

By:

Heather P. Burkwood
School Board Chair

EXECUTIVE SUMMARY

Program	Comprehensive Wellness Program for Broward County – The Center for Mind-Body Medicine (CMBM)
Status	Request approval of the agreement with The Center for Mind-Body Medicine.
Funds Requested	The total cost of the 15-month program is \$761,410. Children’s Services Council is providing \$220,000. CMBM is providing \$100,000. Total cost to the District \$441, 410.
Financial Impact Statement	CMBM's model is scalable and cost-effective. CMBM’s small Mind-Body Skills Group approach provides intensive care to far larger numbers than is possible in one-on-one counseling. Workshops, individual and family sessions extend this reach much further. After the end of the program, trainees will be able to provide intensive small groups each year for thousands of severely traumatized children and adults. They will be able to give basic psychosocial support to tens of thousands more through workshops and individual and family sessions. Through the proposed project, trainees would be able to provide services for approximately 20,500 children and adults within the 15 months alone. This comes to a rate of \$37.00 per person served. (Intensive Trauma-Relief Services for 1,500 severely traumatized children and adults through mind-body skills groups; Basic Trauma-Relief Services for approximately 19,000 additional children and adults through workshops, individual, family, and classroom sessions)
Schools Included	Marjory Stoneman Douglas High School, Westglades Middle School, as well as several other high schools and middle schools from across the Broward County School District.
Managing Department/School	School Climate & Discipline
Source of Additional Information	Founder & Executive Director James Gordon, MD: jgordon@cmbm.org Program Manager Hannah Quinn: hquinn@cmbm.org www.cmbm.org/broward
Program Description	The Comprehensive Wellness Program will train and support 150 carefully selected service providers from Broward County Public Schools and Children Services Council (CSC)-affiliated youth serving organizations to address the immediate need for trauma relief, stress management and resiliency building services Parkland/Coral Springs and to begin to implement the model in high-need

	<p>communities across the County. Given their unique leadership roles supporting and coordinating services for children, youth and families, BCPS and CSC are in an ideal position to facilitate collaboration amongst organizations who can provide large-scale service both in and out of the school system.</p> <p style="text-align: center;">Activities Include:</p> <ul style="list-style-type: none"> • Comprehensive Wellness Training Part 1– • Comprehensive Wellness Training Part 2- The Advanced Training • Mind-Body Skills Groups, Self-Care Workshops and Individual, Family, and Classroom Sessions, with Intensive Supervision • Back-to-School Wellness Workshops • Reunion and February 14th Commemoration Workshops • Leadership Training • Consultation for Mind-Body Medicine Curriculum for MSD Peer Counselors <p>(Refer to Agreement for descriptions of each activity)</p>
Evaluation Plan	<p>CMBM will carefully evaluate the program to assess the impact on both trainees and beneficiaries. Evaluation will consist of written testimonials from participants, an online program evaluation after each training, and pre- and post-evaluations using standardized scales, as well as additional measures. CMBM will evaluate all trainees as well as a sample of beneficiaries from groups, workshops, and classrooms. These evaluations will help us modify the program as appropriate and will guide us as we expand the program to meet the needs of the population.</p>
Research Methodology	<p>Standardized scales for pre- and post-evaluations include DASS-21, PANAS-X, and The Future Scale. Additional scales may be added as needed. This effort will be overseen by Julie Staples, Ph.D. who has been the Research Director for CMBM for 25 years and has been lead author of several of CMBM's studies on the impact of our model on traumatized children and adults.</p>

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of May, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENTER FOR MIND - BODY MEDICINE

(hereinafter referred to as "CMBM"),
whose principal place of business is
5226 Connecticut Avenue, NW, Suite 416
Washington, DC 20015

WHEREAS, pursuant to SBBC Policy 3320 Part II, subparagraph G, the requirement of requesting competitive solicitations from three or more sources is hereby waived as authorized by Rule 6A-1.12, Florida Administrative Code, for the purchase of professional services; and,

WHEREAS, CMBM is a nonprofit organization whose mission is to bring the benefits of self-awareness, self-care and group support central to all healthcare; the training of health professionals; and the education of our children.

WHEREAS, Broward County Public Schools (BCPS) and the Children's Services Council (CSC) perceive a need for an expanded comprehensive wellness program for the school community in response to the tragic shooting at Marjory Stoneman Douglas High School; and,

WHEREAS, CMBM has over 27 years' experience working specifically with schools, school systems, and school communities around the world on stress-relief and trauma-relief programs, training educators, parents, and children; and,

WHEREAS, CMBM has been implementing in partnership with BCPS a Comprehensive Wellness Program for healing population-wide psychological trauma and building resilience, specifically that CMBM has in response to the tragic shooting at Marjory Stoneman Douglas High School, and has the capability to expand upon that Program; and,

WHEREAS, CMBM has an advanced evidence-based model with techniques that teach participants, institutions and communities how to use self-care and group support as transformational tools for stress- and trauma-relief and to build resilience; and,

WHEREAS, CMBM has the capability to provide SBBC professionals and other community service providers with evidenced-based training and techniques to implement self-care tools for enhancing physical and emotional well-being; and,

WHEREAS, SBBC and CMBM seek to establish a mechanism that will enable the Parties to arrange for the continuation of professional development and school-based support for trauma-recovery, resilience building and emotional learning skills for health and wellness in the Broward County District Schools; and

WHEREAS, together the efforts desired from CMBM can be described as: A Comprehensive Wellness Program for Broward County - A Coordinated Trauma-Relief, Stress-Management, Social Emotional Learning Skills, and Resiliency-Building Response (also referred to as the "Services," as described more fully in the Statement of Work); and,

WHEREAS, the Parties recognize that as a condition for CMBM to be able to perform these Services, the financial support from SBBC will have to be augmented by funding from several sources, including other foundations, and philanthropic and government sources; and,

WHEREAS, SBBC and CMBM are each willing to provide the information, technical support, and cooperation needed for such Services; and,

WHEREAS, BCPS seeks to obtain such Services from CMBM and CMBM is willing to provide such services, as more specifically described in this Agreement; and,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term and Form of Agreement**. This Master Services Agreement shall continue in duration in order to accommodate any Statement of Work between the Parties, unless terminated pursuant to Section 3.05 of this Agreement. The Statement of Work addresses such issues as the scope and content of the contracted services, costs, and deadlines for services and deliverables.

2.02 **General Purpose**. This Agreement shall be implemented by the Parties to disrupt stress and anxiety, to recognize and regulate emotional reactivity, to help heal the population-wide psychological trauma, to build resilience, and to cultivate a healthy foundation for an exceptional learning environment amongst teachers, and students and their families.

2.03 **Objective.** This agreement will allow SBBC to utilize the resources and expertise of CMBM to support implementation of Comprehensive Wellness in Broward County Public Schools.

2.031 **Budget.** The Parties specifically acknowledge that the ability and obligation of CMBM to render the Services is contingent upon adequate funding to be obtained in the amounts, and from the sources, as set forth in the attached Statement of Work.

2.04 **SBBC Designee.** SBBC's designee for purposes of administering this Agreement shall be the Superintendent of Schools who may assign a designated administrator to carry out the tasks necessary to fulfill this Agreement. The name and contact information for the employee/position designated to this role will be identified.

2.05 **CMBM Designee.** CMBM shall identify one person with whom SBBC is to communicate for the purpose of carrying out the tasks necessary to fulfill this Agreement. The name and contact information for the employee/position designated to fulfill this role is: Rosemary Murrain, Managing Director, Center for Mind-Body Medicine, 5226 Connecticut Avenue, NW, Suite 414, Washington, DC 20015.

2.07 **CMBM Duties.** CMBM will be responsible for:

- (a) Performing the tasks set forth in **Attachment A**, marked Statement of Work
- (b) Teaching evidence-based strategies for relieving stress, transforming trauma and promoting lifelong health to help create resilient and healthy communities
- (c) Supervising all trainees and coordinating trainings as well as to provide continuing education and support for all trainers
- (d) Teaching professionals and other leaders practical, easy-to-learn techniques for enhancing physical and emotional wellbeing
- (e) Maintaining on-going communication with SBBC;
- (f) Collaborating with SBBC to provide on-going training to schools/departments;

2.08 **SBBC Duties.** BCPS will be responsible for:

- (a) Promoting and describing the nature and availability of CMBM to the intended staff, students and community service provider participants.
- (b) Conducting outreach to the appropriate groups and individuals within BCPS and outside organizations to ensure that the program receives a strong and committed pool of applicants.
- (c) Providing stipends to BCPS employees to attend the 2 4-day Mind-Body trainings.
- (d) Providing My Learning Credits for BCPS employees.
- (e) Providing a dedicated contact from BCPS who can provide logistical support and program marketing/outreach for program implementation.
- (f) Keeping CMBM's contact abreast of school district calendars and policies that may affect the procedures, legality, and timeliness of the delivery of these services;

- (g) Keeping CMBM staff current on teacher needs regarding programs, resources, and services;
- (h) Facilitating the communication of program enhancements to schools/departments in order to support implementation and services;
- (i) Arranging for each school/department to identify a program contact administrator;
- (j) Maintaining on-going communication with CMBM;

2.09 **Disclosure of Employee and/or Student Education Records.**

- a) The purpose is to facilitate District staff access to CMBM’s Comprehensive Wellness Program for Broward County - A Coordinated Trauma-Relief, Stress-Management, Social Emotional Learning Skills, and Resiliency-Building Response.
- b) CMBM through its training registration system will gather basic participant information.
- c) CMBM will not redisclose said information to a third party for any reason;
- d) SBBC will not disclose (or provide access to) any information from a student’s education records to CMBM.

2.10 **HIPAA COMPLIANCE.** CMBM acknowledges that the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of protected health information (“PHI”) and may be applicable to student records in certain circumstances; and shall enter into SBBC’s HIPAA Business Associate Agreement (“BAA”) attached as Exhibit Insert appropriate Exhibit letter or number. PHI may be used and disclosed only in compliance with HIPAA.

2.11 **Notice.** When any of the part CMBMs desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, 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 provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Officer, Student Support Initiatives
The School Board of Broward County, Florida
Lauderdale Manors Early Learning & Family Resource Center
1400 Northwest 14th Court
Fort Lauderdale, Florida 33311

With a Copy to: Curriculum Supervisor, Diversity, Prevention & Intervention
The School Board of Broward County, Florida
Lauderdale Manors Early Learning & Family Resource Center
1400 Northwest 14th Court
Fort Lauderdale, Florida 33311

To CMBM: Rosemary Murrain, Managing Director
Center of Mind & Body
5226 Connecticut Avenue, NW, Suite 414
Washington, DC 20015

2.12 **Background Screening.** CMBM shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CMBM or its personnel providing any services under the conditions described in the previous sentence. CMBM shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CMBM and its personnel. The parties agree that the failure of CMBM to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. CMBM agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CMBM's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CMBM shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CMBM shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CMBM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CMBM does not transfer the public records to SBBC. Upon completion of the Agreement, CMBM shall transfer, at no cost, to SBBC all public records in possession of CMBM or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CMBM transfers all public records to SBBC upon completion of the Agreement, CMBM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CMBM keeps and maintains public records upon completion of the Agreement, CMBM shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUEST@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to indemnify CMBM, and be liable, for any costs or damages resulting from said negligence.

(b) By CMBM: CMBM agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, to the extent arising or alleged to have arisen out of the products, goods or services furnished by CMBM, its agents, servants or employees; the equipment of CMBM, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CMBM or the negligence of CMBM's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CMBM, SBBC or otherwise.

2.15 **Insurance Requirements.** CMBM shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** CMBM shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** CMBM shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. CMBM shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. CMBM shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by CMBM to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CMBM to remedy any deficiencies. CMBM must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

4) SBBC agrees not to use CMBM's insurance to fund SBBC's obligations.

(a) Cancellation of Insurance. CMBM is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(b) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.16 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.17 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement, including its share of the costs and expenses, shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.19 **Incorporation by Reference.** Attachment A attached here to and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.20 **Intellectual Property.** Each party shall retain the ownership and control of the intellectual property that it owned prior, or that it develops subsequent, to entering into this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon sixty (60) days written notice to the other parties of its desire to terminate this Agreement. This Agreement may be terminated with cause by either party if, thirty days' after giving specific notice of any breach, the breach has not been cured, or, if not curable within thirty days, has not been cured to the degree possible in that time. In the event of either such termination, SBBC shall be obligated to pay any undisputed amounts due through the termination date, and shall be entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

3.18 **Survival.** All representations and warrants made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

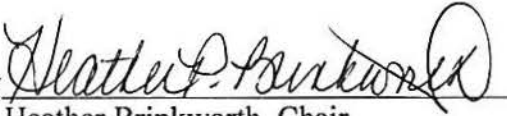
[Signature pages follow]

FOR SBBC:


(Corporate Seal)



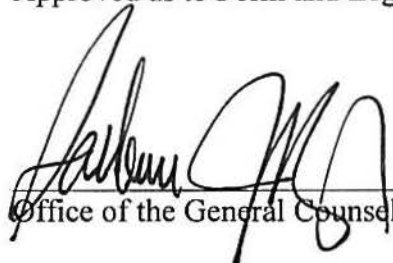
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather Brinkworth, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR CMBM:

(Corporate Seal)

THE CENTER FOR MIND-BODY MEDICINE.

ATTEST:

By *Rosemary Murrain*
Rosemary Murrain, Managing Director

_____, Secretary

-or-

Hannah Quinn
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF District of Columbia

COUNTY OF District of Columbia

The foregoing instrument was acknowledged before me this 3rd day of June, 2019 by Rosemary Murrain of

The Center for Mind-Body Medicine on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced MD Driver's License as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/14/2020

[Signature]
Signature - Notary Public

Gentiana Bela
Printed Name of Notary

W/A
Notary's Commission No.

(SEAL)



STATEMENT OF WORK 1.
for the
May 21, 2019 Agreement by and between,
The School Board of Broward County, Florida, and,
The Center for Mind-Body Medicine

I. PURPOSE AND INTENT OF THIS WORK ORDER.

CMBM will provide a Comprehensive Wellness Program for Broward County A Coordinated Trauma-Relief, Stress-Management and Resiliency-Building Response (the “Services”). CMBM will train and support a critical mass of 150 carefully selected service providers to integrate CMBM’s evidence-based model of trauma relief, stress management and resiliency building into the ongoing operations of organizations serving children, adolescents and families in Broward County and Broward County Public Schools.

Focused on Parkland/Coral Springs as well as targeted underserved communities across the County, the Services will reach approximately 20,500 children, adolescents and their family members during the grant period.

Afterward, this cohort of committed trainees will be able to serve even greater numbers as the work continues each year. The program will thereby dramatically increase local capacity to address existing issues as well as prepare for future events. It will, we believe, set a benchmark for comprehensive community wellness, suicide prevention, and effective crisis response programming nationwide.

II. DURATION OF THE WORK ORDER.

The term of this Agreement shall commence upon execution by all parties and shall conclude fifteen months later on August 21, 2020, unless extended by a writing signed by both Parties.

III. CONTENT OF THE CMBM SERVICES.

A. Evidence-Based Techniques: The CMBM will be using its model to teach a number of evidence-based techniques, including:

- (1) Several kinds of meditation (concentrative, mindfulness, and active) to quiet anxiety and anger, release tension and enhance energy, improve concentration, and gain perspective on traumatic experiences and troubling memories;
- (2) Guided imagery to explore problems and visualize solutions;
- (3) Biofeedback to gain awareness of and control over physiological responses;
- (4) Genograms to help children and adults draw on sources of strength in their families; and,
- (5) Self-expression through words, drawings, and movement to release and share emotions and memories of past distress.

B. Group Support.

CMBM will use group support, which is crucial in effectively relieving the suffering of traumatized children, adolescents and adults. Social support has repeatedly been demonstrated to be the single most important factor in the recovery from psychological trauma. In addition to the social support CMBM's Mind-Body Skills Groups provide, the model also encourages participants to seek out support from peers, adults and families. Participants feel comfortable practicing what they have learned at home, sharing the skills with their families and friends, providing a common experience of self-care and interpersonal support.

C. Applying the Mind-Body Medicine Approach.

CMBM will use the mind-body medicine approach, which effectively addresses the stigma often associated with mental health services. The model recognizes that psychological distress is an expected outcome of significant trauma. It helps participants focus on their capacity to help themselves even as it gives them an opportunity to express their vulnerability. Rather than emphasizing psychopathology, we emphasize each person's strengths, and focus on their capacity to learn to skills that make it possible for them to understand and help themselves.

D. Training the Trainers to Broaden and Perpetuate the Reduction of Stress and Trauma.

CMBM uses a "train the trainer" approach. We teach local educators, school counselors, therapists, healthcare providers, first responders and community leaders to use our model to deal with their own trauma and stress and enhance their resilience, reducing the burnout and secondary trauma that are so prevalent among caregivers in devastated communities. We then teach them to use this model as the integral part of the work they do in the institutions, communities, and programs in which they work. No specific educational background is needed to be trained in this model, enabling CMBM to train large numbers of service providers, across a range of sectors.

E. Program Description; Participant Recruitment.

The next stage of the Comprehensive Wellness Program will train and support 150 carefully-selected service providers from Broward County Public Schools and Children Services Council (CSC)-affiliated youth serving organizations to address the immediate need for trauma relief, stress management and resiliency building services Parkland/Coral Springs and to begin to implement the model in high-need communities across the County. Given their unique leadership roles supporting and coordinating services for children, youth and families, BCPS and CSC are in an ideal position to facilitate collaboration amongst organizations who can provide large-scale service both in and out of the school system.

CMBM will work closely with BCPS and CSC to identify organizations and individuals that are best positioned to fully integrate the model and create a cohesive network of providers who can meet the needs of the community and ensure sustainability. The required commitment for participants will be to co-facilitate at minimum two series of 8-week Mind-Body Skills Groups and one Self-Care Workshop, in addition to incorporating mind-body medicine into their ongoing work.

The specific targeted groups for recruitment are:

- (1) A large contingency from Marjory Stoneman Douglas High School (teachers, counselors, administration, some peer counseling students and mind-body ambassadors)
- (2) Peer Counseling Instructors - Each peer counseling instructor should apply to the training with at least 2 other employees from their school (teacher, counselor, social worker, etc.) to ensure that they are able to run small groups in their classroom for peer counselors.
- (3) School Counselors, School Social Workers, and School Nurses (especially those who reach more diverse and underserved areas of Broward)
- (4) Service providers in the community identified by Children's Services Council
- (5) Other specific groups, including staff at Eagle's Haven, 2-1-1 Broward, and BCPS employees at the district level

F. Specific Activities. As part of its Services, CMBM will conduct the following specific activities:

- (1) Comprehensive Wellness Training Part 1– This initial 4-day training provides a comprehensive introduction to CMBM’s approach through didactic instruction on the scientific basis for the model, as well as small and large group experiences of mind-body techniques. The training includes in-depth material on the biology and psychology of stress and trauma as well as on the specific evidence-based mind-body techniques used.
- (2) Comprehensive Wellness Training Part 2- The Advanced Training – This second 4-day training is designed to give trainees the opportunity to teach the skills they have learned in the initial training to others. It includes a combination of didactic lectures on implementing the model along with practicums in which trainees lead groups and teach the techniques. Participants receive supervision and feedback as they lead the groups; a syllabus with comprehensive discussions of the techniques; scripts and instructions for using the techniques; and step-by-step guidance in facilitating groups when they return to their communities. Participants who work primarily with small children will receive special instruction on using the model with that age group, as well as a specific Children’s Manual.

Additionally, the 20 Certification candidates from Cohort 1 will attend in order to complete their Certification in Mind-Body Medicine.

- (3) Mind-Body Skills Groups, Self-Care Workshops and Individual, Family, and Classroom Sessions, with Intensive Supervision - Trainees work in pairs to lead a minimum of two series of 8-week Mind-Body Skills Groups (MBSGs) for some of the most severely traumatized members of the Parkland/Coral Springs community where the shooting occurred, as well as throughout Broward County. Each MBSG serves 10 participants. All trainees will also co-lead at least 1 Self-Care Workshop for 25-100 people, and likely many more, as well as work with individuals each week in individual, family, and classroom settings. Throughout this stage of the project, CMBM Senior Faculty provides clinical guidance, oversight and support to trainees through intensive supervision. Supervision enables trainees to work at the highest level and will equip them to function independently after the end of the project period.

Teachers and peer counseling instructors who may not be in a position to lead weekly 2-hour mind-body skills groups will receive supervision to implement the skills into their classrooms and work with individuals and families.

All those who complete the Advanced Training Program will, as they use the CMBM model, receive 20 sessions of weekly supervision from CMBM Senior Faculty.

- (4) Back-to-School Wellness Workshops- 3 days of self-care workshops will provide immediate stress-relieving tools for 600 or more teachers, administrators, parents, and students during the difficult transition into the new school year, which often causes heightened anxiety and stress in the community. Several workshops will be offered to Marjory Stoneman Douglas and Westglades, with separate workshops for other schools in Broward County, which are interested in participating or have been specifically identified as needing CMBM's services.
- (5) Reunion and February 14th Commemoration Workshops– Evening workshops for all participants to come together, reflect on achievements and challenges, and discuss next steps. CMBM will gather feedback and make adjustments to the program as needed. Maintaining strong connections with and among participants is critical for continued momentum.

A workshop on the 2-year commemoration of the shooting will be an important event to support the community, as we saw on the 1-year commemoration.

- (6) Leadership Training - This two-day training will equip 40 of the most gifted, committed trained participants to provide ongoing supervision to all those who have been trained in Broward County. This will ensure sustainability of the program and provide the foundation for expanding the work. The 20 Certification candidates from Cohort 1 will join this leadership training, providing their valuable experience and deepening their own understanding and capacity.
- (7) Consultation for Mind-Body Medicine Curriculum for MSD Peer Counselors - To strengthen and build upon the successful pilot mind-body medicine peer counseling program, CMBM's Clinical Lead will return to the Marjory Stoneman Douglas Peer Counseling class four times over the 2019-20 school year to provide intensive consultation. The Clinical Lead will work closely with the instructor Laura Rountree and her students, as well as 2-3 MSD teachers or staff who have completed the summer training and are committed to running small groups with peer counselors. These four weeks of consultation will ensure the pilot program is ready to be rolled out to other schools across the district. We will in addition, work closely with Ms. Rountree and the peer counselors to create a comprehensive peer counseling manual.

During these trips, the Clinical Lead and the Program Manager will organize additional stakeholder meetings and workshops to continue to support and enlarge the program.

IV. PROGRAM OUTPUTS AND OUTCOMES: The projected outcomes are based on participant commitment to dedicate between 4-6 hours a week to the CMBM program for 9 months after the conclusion of training.

- (A) Intensive Trauma-Relief Services for 1,500 severely traumatized children and adults: 1,500 children and adults who are recommended by local clinicians and service providers will receive intensive mental health services through Mind-Body Skills Groups (150 trainees co-facilitate *2 MBSGs each * 10 participants per MBSG). Benefits for participants in MBSGs are likely to include an over 80% reduction in symptoms of Post-Traumatic Stress Disorder; decreases in anxiety, anger, aggressiveness, and hopelessness; improved mood, sleep, and capacity to focus and concentrate; enhanced quality of life, including improved social relationships; and increased self-esteem and hopefulness.
- (B) Basic Trauma-Relief Services for approximately 19,000 additional children and adults: Trainees will provide over 19,000 additional children and adults who are struggling with stress, anxiety and depression with instruction in basic stress- and trauma-relief services through Self-Care Workshops and individual, family and classroom sessions. This includes at least 3,750 served through Self-Care Workshops (150 trainees co-facilitate * 1 Self-Care Workshop * 25 Participants per

workshop), and over 15,000 served in individual, family, and classroom sessions (based on previous experience). Those who attend workshops and individual, family, and classroom sessions will learn basic self-care skills to reduce their own stress and to share with others.

- (C) Training in CMBM Model for 150 Community Leaders and Service Providers: All individuals who complete training will receive a certificate of completion attesting to their ability to implement CMBM's model, and to provide trauma-relief and resiliency-building services in individual, group, and classroom settings. They will be able to continue to use the CMBM approach with their students, clients, and colleagues in the years ahead. Psychological benefits for trainees are likely to include decreased levels of stress, burnout and compassion fatigue; enhanced feelings of professional competence; better sleep, greater ability to focus; increased capacity to relate to others; and hopefulness.
- (D) Consultation to Support CMBM Peer Counseling Model at Marjory Stoneman Douglas High School for 100+: A new cohort of 100+ students, with a small portion of returning students from Year 1, will be trained to share mind-body medicine with their peers at Marjory Stoneman Douglas High School. Consultation from CMBM's Clinical Lead will ensure that the pilot program is a sustainable model and the 3,200 students at MSD will continue to have access to skills for reducing stress and promoting resilience and wellness, as well as peer support. Psychological benefits for trainees include improved sleep and mood; reduced anxiety and stress relating to school; greater ability to focus; increased capacity to relate to others; and hopefulness.

V. COSTS AND BUDGET.

The total cost of the 15-month program is \$ 761,410. A breakdown of expenses is provided in the budget attached. CMBM prides itself on a highly cost-effective model that enables us to reach large numbers of traumatized individuals with an evidence-based intervention at a low cost per-person rate. Through the proposed project trainees would be able to provide services for approximately 20,500 children and adults within the 15 months alone. This comes to a rate of \$ 37 per person served. This rate will decrease in each subsequent year.

The Parties specifically acknowledge that the obligation by CMBM to render the Services is contingent upon the availability and receipt of funding in the overall amount of \$761,410, based on the following funding: \$220,000 from Children's Services Council; a contribution of \$100,000 by CMBM, and

\$441,410 from BCPS, of which \$241,410 is to be paid upon signing this agreement, with the balance to be paid by October 15, 2019.

VI. SUSTAINABILITY.

CMBM's model is designed for sustainability. By the end of this project, trainees will have fully integrated the CMBM approach into their ongoing work. Over time, the local Leadership Team will be trained to take over the supervision and mentorship of their peers and guide the expansion of the program. This approach has enabled CMBM to become deeply embedded in the institutions and cultures in the many places we've worked.

VII. SCALABILITY AND COST-EFFECTIVENESS.

CMBM's model is scalable and cost-effective. CMBM's small Mind-Body Skills Group approach provides intensive care to far larger numbers than is possible in one-on-one counseling. Workshops, individual and family sessions extend this reach much further. After the end of the program, trainees will be able to provide intensive small groups each year for thousands of severely traumatized children and adults. They will in addition be able to give basic psychosocial support to tens of thousands more through workshops and individual and family sessions.

VIII. EVALUATION.

CMBM will carefully evaluate the program to assess the impact on both trainees and beneficiaries. Evaluation will consist of pre- and post-evaluations using standardized scales for PTSD, as well as several additional measures listed the Outcome section, above. CMBM will evaluate all trainees as well as a sample of beneficiaries from MBSGs, workshops, and classrooms. This effort will be overseen by Julie Staples, Ph.D. who has been the Research Director for CMBM for 25 years and has been lead author of several of CMBM's studies on the impact of our model on traumatized children and adults. These evaluations will help us modify the program as appropriate and will guide us as we expand the program to meet the needs of the population.

We expect that this program, painstakingly implemented, thoroughly documented and evaluated, and carefully described in professional publications will make a major contribution to the field. We believe it will set a standard for a community response and that challenges or shortcomings we report will help others who want to use this model to apply it even more effectively.

IX. KEY STAFF

James S. Gordon, M.D. is the Founder and Executive Director of the Center for Mind-Body Medicine and a former research psychiatrist at the US National Institute of Mental Health. He is a Clinical Professor at Georgetown Medical School and was the Chair of the White House Commission on Complementary and Alternative Medicine Policy under Presidents Clinton and G.W. Bush.

Lynda Richtsmeier Cyr, PhD, is Associate Clinical Director at The Center for Mind-Body Medicine and Clinical Lead for the Comprehensive Wellness Program. In her role as

Associate Clinical Director, Lynda consults on program development and implementation for the Center's professional training programs around the world.

Hannah Quinn is Program Manager at The Center for Mind-Body Medicine. She helped launch and now manages the Comprehensive Wellness Program for Broward County Public Schools. She has in the past managed several other community training programs.

Julie Staples, Ph.D., has been CMBM's Research Director for 25 years. She has been lead author of several of CMBM's studies on the impact of our model on war-traumatized children. She is currently consulting with the Indiana University Medical School on the use of the CMBM model with severely depressed adolescents.

Rosemary Murrain, Ed.M., MBA, is the Managing Director of The Center for Mind-Body Medicine. She will provide oversight for project management and implementation. She will ensure continuity of the partnership with CSC and BCPS, with major community organizations, and with leadership at Marjory Stoneman Douglas.

The Broward Leadership Team of 20 committed individuals who will be Certified in CMBM's model that will help develop, direct, and implement future programming.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Statement of Work #1 Agreement on the date first above written.



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Heather P. Brinkworth
Heather Brinkworth, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

John M. [Signature]
Office of the General Counsel

FOR CMBM:

(Corporate Seal)

THE CENTER FOR MIND-BODY MEDICINE.

ATTEST:

By *Rosemary Murrain*
Rosemary Murrain, Managing Director

_____, Secretary

-or-

Hauck Quinn
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF District of Columbia
COUNTY OF District of Columbia

The foregoing instrument was acknowledged before me this 3rd day of June, 2019 by Rosemary Murrain of The Center for Mind-Body Medicine Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced MD Driver's license as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 08/14/2020

[Signature]
Signature - Notary Public

Centjana Bela
Printed Name of Notary

WA
Notary's Commission No.

