

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
day _____ of _____, 2020, 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

THE CENTER FOR MIND-BODY MEDICINE
(hereinafter referred to as "CMBM"),
having its principal place of business at
5226 Connecticut Avenue, NW, Suite 416
Washington, DC 20015

WHEREAS, SBBC and CMBM entered into an Agreement dated May 21, 2019 (hereafter "Agreement") for a Comprehensive Wellness Program for Broward County, a Coordinated Trauma-Relief, Stress- Management, Social Emotional Learning Skills, and Resiliency-Building Response; and

WHEREAS, the parties mutually desire exercise its first of two (2) renewals of the term of the Agreement and to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "First Amendment").

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:

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

1.02 **Term of Agreement.** Pursuant to Article 2.01 **Term of Agreement**, the term of the Agreement is hereby extended from August 22, 2020 through August 21, 2022, unless terminated earlier pursuant to Article 3.05 of the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provisions – sections 2.01, 2.09, 2.10, 2.14, 3.17, and - shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on upon the execution by all parties and conclude on August 21, 2022, and may be renewed for two (2) additional one (1) year periods upon the approval of both parties through a written amendment to this Agreement.

2.09 **SBBC Disclosure of Education Records.**

(a) De-identified education records: SBBC will provide CMBM with the following de-identified education records to ensure an equitable distribution of students participate in the Services provided and measure the impact of those services on participants:

- 1) Name of School
- 2) Grade Level
- 3) Race/Ethnicity
- 4) Gender

(b) Personally identifiable education records: Students participating in the training will provide CMBM with the following identifiable education records to train them as facilitators:

- 1) First Name and Last Name
- 2) Date of Birth
- 3) Email Address
- 4) Cell Phone Number
- 5) Emergency Contact Name and Phone Number
- 6) Home Address
- 7) Race/Ethnicity
- 8) Languages Other Than English Spoken
- 9) Gender

(c) In addition to the education records that SBBC discloses to CMBM, CMBM may receive health information from participants (including students, parents and staff) during classroom activities, workshops, Mind-Body Skills Groups (MBSG) and any services pursuant to this agreement. CMBM must protect this information pursuant to FERPA, HIPAA and applicable federal and state laws.

(d) Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(b)(1), the de-identified SBBC education records listed in this section may be provided to CMBM without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures beyond those listed in this section. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than ten (10).

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 **Attachment B**. PHI may be used and disclosed only in compliance with HIPAA.

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 be liable, up to the limits of Section 768.28, Florida Statutes, for any 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, 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.

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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

As of the date of this First Amendment, the following provisions – 2.07(g) – (o) - shall be added to the Agreement, by interlineation, as follows:

2.07 CMBM Duties. CMBM will be responsible for:

(g) PURPOSE AND INTENT.

- 1) 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 three hundred (300) 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.
- 2) Focused on Parkland/Coral Springs as well as targeted underserved communities across the County, the Services will reach approximately forty thousand (40,000) children, adolescents and their family members during the grant period.
- 3) 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.

(h) CONTENT OF THE CMBM SERVICES.

- 1) **Evidence-Based Techniques.** The CMBM will be using its model to teach a number of evidence-based techniques, including:
 - i. 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;
 - ii. *Guided imagery* to explore problems and visualize solutions;
 - iii. *Biofeedback* to gain awareness of and control over physiological responses;
 - iv. *Genograms* to help children and adults draw on sources of strength in their families; and,
 - v. *Self-expression* through words, drawings, and movement to release and share emotions and memories of past distress.

- 2) **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.
- 3) **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 skills that make it possible for them to understand and help themselves.
- 4) **Training the Facilitators to Broaden and Perpetuate the Reduction of Stress and Trauma.** CMBM uses a "train the facilitator" 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 an 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.
- 5) **Program Description; Participant Recruitment.** The next stage of the Comprehensive Wellness Program will train and support three hundred (300) 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 in Parkland/Coral Springs/Deerfield Beach and to begin to implement the model in high-need and underserved communities and schools across the County. Given their unique leadership roles supporting and coordinating services for children, youth, and families, SBBC and CSC are in an ideal position to facilitate collaboration amongst organizations that can

provide large-scale service both in and out of the school system. CMBM will work closely with SBBC 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 (2) series of eight (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:

- i. A large contingent of staff (teachers, counselors, administrators, wellness staff, peer counseling students, and Mind-Body Ambassadors) representative of all zones, with particular efforts to reach underserved populations and the Deerfield Beach communities.
 - ii. Peer Counseling Facilitator - Each peer counseling facilitator should apply to the training with at least two other employees from their school (teacher, counselor, social worker, etc.) to ensure that they are able to run small group for peer counselors. They will also participate in an additional one (1) day training for peer counseling facilitators only that addresses utilizing the CMBM model in the unique, peer counseling environment.
 - iii. School Counselors (especially ones that reach more diverse and underserved areas of Broward).
 - iv. School Social Workers (especially ones that reach more diverse and underserved areas of Broward).
 - v. Service providers in the community identified by the Children's Services Council
 - vi. Other specifics: staff at Eagle's Haven, 2-1-1 Broward, and people at the SBBC district level.
- 6) **Specific Activities**. As part of its Services, CMBM will conduct the following specific activities:
- i. **Principal Engagement Workshops**. SBBC Leadership in the Superintendent's office, as well as teachers and service providers on the ground, have shown a deep commitment to the Comprehensive Wellness Program. The necessary component for ensuring county-wide, long-term success of the program is engagement with principals and administrators. It is critical for school leadership to understand CMBM's model and mission and have a direct experience of the work, in order to support implementation. CMBM will do two workshops for principals and assistant principals and continue to provide mentorship to the most interested and committed attendees.

- ii. Additional Support to 5 Champion Schools. Individuals or pairs who are trained in CMBM's model need additional support from their colleagues in order to have a significant impact on the culture of their school. Graduates of the training so far often feel isolated as the only CMBM representative at their school. We propose working with five (5) principals who support our mission to provide ongoing workshops and webinars to their employees. After building close relationships with these five (5) schools, the principals will recruit three to four (3-4) dedicated employees per school to attend the full training program in 2020-2021. We expect the dramatic cultural shift in these schools will inspire further commitment and expansion throughout the district.
- iii. Refresher Training to Strengthen and Support Previous Cohorts. CMBM will continue to support and mentor facilitators from previous cohorts during this next phase of work, deepening their skills for working with the children and adults of Broward County. Two (2), two (2) day refresher trainings offered online. Previously trained facilitators will receive extra instruction on using CMBM Skills in the K-12 Classrooms, as well as specialized training on leading groups and workshops online. Some facilitators who are continuing their MBSG from the previous year have requested extra supervision, and for those that need it, an additional round of faculty supervision will be provided as the facilitators lead their next eight (8) week Mind-Body Skills Group.
- iv. Comprehensive Wellness Training Part 1 – Professional Training Program (PTP). This initial five (5) 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. Participants will have one consultation call between the initial and the advanced training with their faculty lead and small group members to address questions and check in about the process.
- v. Comprehensive Wellness Training Part 2 - The Advanced Training Program (ATP). This second, four (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.

- vi. Intensive Supervision for Mind-Body Skills Groups, Self-Care Workshops and Individual, Family, and Classroom Sessions. Trainees work in pairs to lead a minimum of two series of eight (8) week 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 ten (10) participants. All trainees will also co-lead at least 1 Self-Care Workshops for twenty-five (25) people, and likely many more, as well as work with individuals each week in individual, family, and classroom sessions. 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.
- vii. Leadership Team Training. CMBM will train fifty dedicated leaders to develop local capacity and sustain the program with CMBMs guidance and support. CMBM Faculty will provide ongoing mentorship to this team as they take on more responsibility in the growth of this program.
- viii. Certification Training. Sixty (60) of the most committed Broward County trainees will be invited to pursue Certification. Certification involves over thirty (30) hours of practicum, mentorship/supervision with CMBM at Broward's Advanced Training Programs, and independent study. This deeper level of study and practice enhances the individual effectiveness of the facilitators and equips them to be leaders for others. The team will adopt a strong role in doing outreach to the community, maintaining a community of practice among those who have been trained, and addressing any challenges that arise.
- ix. Peer Supervisor Training. A team of thirty (30) will be trained to provide Peer Supervision to facilitators in Broward County. This core group of supervisors will be fully equipped to provide mentoring and supervision for all trained Facilitators, enabling the local community to independently manage the full spectrum of program operations at the end of the grant

period. After successful completion of the Certification process, Peer Supervisors will complete three to five (3-5) hours of independent work online before attending a two-day training specific to Peer Supervision. Training of Peer Supervisors is a key aspect of sustainability and allows the community to effectively manage the ongoing needs of the program, with support, as needed, from CMBM Faculty and Staff.

x. Specialized Training for Peer Counseling and Teachers of Student Leadership Programs. This next phase will build on the success of the Peer Counseling program at MSD High School, equipping twenty-five (25) new Peer Counseling and other instructors to lead Mind-Body Skills Groups and Workshops. In addition, fifty (50) peer counseling or other instructors, twenty-five (25) existing trainees and twenty-five (25) newly trained instructors from the current project, from across Broward County will receive a specialized six-hour online training during professional development time after completing the PTP/ATP trainings. Consultation from CMBM's Clinical Lead will ensure that these teachers and student leaders receive mentorship and support as they implement skills for reducing stress and promoting resilience. We will continue to revise and finalize a comprehensive instructional manual with lesson plans.

xi. MSD Commemoration Event Support. CMBM will provide planning support and on-site resources (workshops or other events) for the February 14, 2021 and February 14, 2022 commemoration events.

xii. Children's Workshop Training. A one-day Children's Workshop will be offered to support facilitators working with young children.

(i) **PROGRAM OUTPUTS AND OUTCOMES**. The projected outcomes are based on participant commitment to dedicate up to four to six (4-6) hours a week to the CMBM program for nine (9) months after the conclusion of the training program.

- 1) Intensive Trauma-Relief Services for 3,000 severely traumatized children and adults. Three thousand (3,000) children and adults who are recommended by local clinicians and service providers will receive intensive mental health services through Mind-Body Skills Groups (three hundred (300) trainees co-facilitate - two (2) MBSGs each - ten (10) participants per MBSG). Benefits for participants in MBSGs are likely to include decreases in anxiety, depression, and stress as well as increased resilience.
- 2) Basic Trauma-Relief Services for approximately 34,950 additional children and adults. Trainees will provide over thirty-four thousand, nine hundred fifty

(34,950) 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 three thousand, seven hundred fifty (3,750) served through Self-Care Workshops (three hundred (300) trainees co-facilitate one (1) Self-Care Workshop – twenty-five (25) Participants per workshop), and over thirty-one thousand, two hundred (31,200) 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 more effectively manage stress and to share with others.

- 3) Training in CMBM Model for 300 Community Leaders and Service Providers. All individuals who complete the training will be equipped 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 depression, anxiety, stress, burnout, and compassion fatigue (secondary traumatic stress) as well as enhanced satisfaction with their work.
- 4) Training and Consultation to Support Peer Counseling Facilitators and Student Leaders. In order to spread the widely popular Mind-Body Medicine program for Peer Counseling piloted at Marjory Stoneman Douglas High School, fifty (50) peer counseling facilitators from across Broward.

(j) **COST OF SERVICES AND BUDGET.** The total cost of the program to CMBM is One Million Five Hundred Seventy Thousand Dollars and 00/100 Cents (\$1,570,000.00). A breakdown of CMBM's expenses is provided as **Attachment C**. 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 thirty-nine thousand, five hundred (39,500) children and adults. The Parties specifically acknowledge that the obligation by CMBM to render the Services is contingent upon the availability and receipt of funding from Consulting Services funded by Children's Services Council and community partners for Two Hundred Twenty Thousand Dollars and 00/100 Cents (\$220,000.00) and a contribution of One Hundred Fifty Thousand Dollars and 00/100 Cents (\$150,000.00) by CMBM, each of whom has expressed interest and willingness to help fund this collaborative effort to bring the Comprehensive Wellness program to help heal the population-wide psychological trauma and to build resilience and wellness in the Broward County

Public Schools and surrounding community where the program is being provided. The total Budget SBBC is responsible for is One Million Two Hundred Thousand Dollars and 00/100 Cents (\$1,200,000.00).

(k) **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. The local Leadership Team will take over the supervision of their peers and guide the expansion of the program. This approach has enabled CMBM to become deeply embedded in the institutions and cultures of the many locations where it has worked.

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

(m) **EVALUATION.** CMBM will perform two (2) evaluations.

- 1) First, the professional training program (PTP) and the advanced training program (ATP) programs will be evaluated. The purpose of this evaluation is to provide continuing education credits for these offerings. This evaluation is required by our continuing education provider(s).
- 2) The second evaluation will evaluate the impact on a sample of the beneficiaries of mind-body skills groups. Evaluations will be administered before and after the mind-body skills groups and will consist of standardized outcome measures. This effort will be overseen by Julie Staples, Ph.D. who has been the Research Director for CMBM for twenty four (24) years and has been the 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.

(n) **KEY STAFF.**

- 1) *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.

- 2) *Rosemary Murrain, EdM, MBA*, is the Managing Director of The Center for Mind-Body Medicine. She will provide primary oversight for project management and implementation. She will ensure continuity of the partnership with CSC and SBBC, with major community organizations, and with leadership at Marjory Stoneman Douglas.
- 3) *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.
- 4) *LaTonya Grant, MS* is a Program Manager with The Center for Mind-Body Medicine. She holds a master's degree in Human Services and has extensive leadership experience in the education and public health sectors. LaTonya will provide project management support throughout the Comprehensive Wellness Program.
- 5) *Julie Staples, Ph.D.*, has been CMBM's Research Director for twenty (20) years. She has been the 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.

(o) **SBBC Duties.** SBBC will be responsible for:

- 1) Providing a facility for any in-person trainings. The venue for PTP/ATP needs to have a large room to accommodate one hundred seventy-five (175) participants, as well as twenty (20) breakout spaces.
- 2) Providing childcare for training participants, if desired.
- 3) Providing compensation to SBBC employees to attend the five (5) day initial and four (4) day advanced trainings.
- 4) Providing continuing education points for SBBC employees.
- 5) Conducting outreach to the appropriate groups and individuals within SBBC and outside organizations to ensure that the program receives a strong and committed pool of applicants.
- 6) Collaborating with administrators and leaders of organizations to ensure support of mind-body skills groups during the implementation phase.

- 7) Providing a dedicated contact from SBBC and/or Children's Services Council who can provide logistical support and program marketing/outreach for program Implementation.

The following provisions – 2.21, 2.22, 2.23, and 2.24 - shall be added to the Agreement, by interlineation, as follows:

2.21 Cost of Services and Payment.

- (a) Cost of Services. The total cost to SBBC for the services under this First Amendment is One Million Two Hundred Thousand Dollars and 00/100 Cents (\$1,200,000.00).
- (b) Payment of Services. Three Hundred Fifty Thousand Dollars and 00/100 Cents (\$350,000.00) to be invoiced upon execution of this agreement. The 2nd invoice of One Hundred Thirty Five Thousand Four Hundred Eighty Dollars and 00/10 Cents (\$135,480.00) to be submitted in January 2021. A 3rd invoice of Three Hundred Fifty Thousand Dollars and 00/100 Cents (\$350,000.00) to be submitted in May 2021, and the balance of Three Hundred Sixty-Four Thousand, Five Hundred Twenty Dollars and 00/100 Cents (\$364,520.00) to be invoiced in August 2021. CMBM shall submit an appropriate invoice to SBBC according to the payment schedule presented hereto. SBBC will pay such invoices for services rendered under this First Amendment net thirty (30) calendar days.

2.22 CMBM Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, CMBM shall:
 - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
 - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the

responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
 - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
 - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
 - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
 - 11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education

records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

- (c) CMBM shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.23 SBBC Disclosure of Employee Records.

- (a) SBBC shall provide the employee records listed in this section for the purposes of:
 - 1) Selection of training participants from the applicant pool
 - 2) Facilitating communication between facilitators and CMBM to engage in peer supervision session and other supports.
 - 3) Completion of the required services
 - 4) Evaluation of the program and services
- (b) SBBC employee shall provide VENDOR with the following employee records:
 - 1) First Name and Last Name
 - 2) Date of Birth
 - 3) Email Address
 - 4) Cell Phone Number
 - 5) Emergency Contact Name and Phone Number
 - 6) Home Address
 - 7) Race/Ethnicity
 - 8) Languages Other Than English Spoken
 - 9) Gender

2.24 Studies Conducted for SBBC.

- (a) Primary Investigators of program evaluation studies conducted by CMBM that impact the daily activities of students, parents or staff, or require the use of data from the same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure: (1) the purpose, scope, limitations, and duration of study is clearly outlined; (2) the protection of human subjects in the research process; (3) personally identifiable information (PII) is only used for purposes of the identified study; (4) PII is only used by representatives of the organization identified in this

agreement; and (5) the safe and confidential storage and transmittal of education records. The purposes and scope of the study or program evaluation to be conducted by CMBM can be described as: (1) to evaluate the impact on a sample of the beneficiaries of mind-body skills groups; (2) to modify the program as appropriate; and (3) to guide CMBM as they expand the program to meet the needs of the population. The duration of the study continues on the date signed by all parties and concludes at the end of business on August 21, 2022 and must be conducted during the term of this agreement. As IRB renewal is necessary, it must be submitted yearly during the duration of the study. CMBM agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. CMBM agrees to comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

(b) Program evaluation studies conducted by CMBM that are required to provide earned continuing education credits (CEU) are exempt from the IRB research and review process. The duration of the exempt CEU program evaluation continues on the date signed by all parties and concludes at the end of business on August 21, 2022 and must be conducted during the term of this Agreement. CMBM agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the exempt CEU program evaluation is to be conducted. CMBM agrees to notify the IRB chair if the exempt CEU program evaluation data is utilized for any other purpose than stated in this Agreement and to submit a research proposal for review and approval that documents the changes in data usage prior to any further data analyses.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

First: this First Amendment to Agreement; then
Second: the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CMBM:

(Corporate Seal)

THE CENTER FOR MIND-BODY
MEDICINE

ATTEST:

_____, Secretary

By Rosemary L. MURRAW
Signature

Printed Name: Rosemary L. MURRAW

Title: Managing Director

[Signature]
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 Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 14, 2020 (date) by Gilda Q Cannon Sotero (name of officer or agent, title of officer or agent) of WBMB (name of corporation acknowledging), a Virginia (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☒ personally known to me (underline if applicable) or has produced _____ (type of identification) as identification and who ☒ did/☐ did not first take an oath this 14 day of July, 2020.

My Commission **GILDA Q. CANNON SOTERO
NOTARY PUBLIC
REG. # 7032294
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 8/31/2022**

[Signature]
Signature - Notary Public

Gilda Q Cannon Sotero
Printed Name of Notary



**GILDA Q. CANNON SOTERO
NOTARY PUBLIC
REG. # 7032294
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 8/31/2022**

7032294

Attachment B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("*Agreement*") is made and entered into as of this day _____ of _____, 2020 the "*Effective Date*", by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "*SBBC*" or "*Covered Entity*"),

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

THE CENTER FOR MIND-BODY MEDICINE

(hereinafter referred to as "*Business Associate*"),

whose principal place of business is
5226 Connecticut Avenue, NW, Suite 416
Washington, DC 20015

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("*PHI*") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("*HITECH*"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "*Business Associate Requirements*"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("*PHI*") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("*ePHI*").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:
 - (a) **“Breach”** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.
 - (b) **“Business Associate”** shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.
 - (c) **“Designated Record Set”** has the same meaning as the term “designated record set” in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
 - (d) **“EDI Rule”** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
 - (e) **“Electronic PHI”** or “ePHI”, shall mean PHI that is transmitted by or maintained in electronic media.
 - (f) **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996.
 - (g) **“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act of 2009.
 - (h) **“Individual”** shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
 - (i) **“Minimum Necessary”** means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
 - (j) **“Omnibus Rule”** means the HIPAA Omnibus Rule of 2013.
 - (k) **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.
 - (l) **“Protected Health Information”** or **“PHI”** shall have the same meaning as

ARTICLE 2 – SPECIAL CONDITIONS

the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

- (m) "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (n) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (o) "***Security Rule***" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.
- (p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will

ARTICLE 2 – SPECIAL CONDITIONS

provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.
- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. §

ARTICLE 2 – SPECIAL CONDITIONS

164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3. Permitted Uses and Disclosures of PHI by “Business Associate”.

- (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify

ARTICLE 2 – SPECIAL CONDITIONS

Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

- (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. Security of Electronic Protected Health Information.

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (**as defined in 45 C.F.R. §160.103**) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as

ARTICLE 2 – SPECIAL CONDITIONS

soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. Amendment.

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) *Term.* This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) *Termination for Convenience.* This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) *Termination for Cause by SBBC.* Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

ARTICLE 2 – SPECIAL CONDITIONS

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

- (d) ***Effect of Termination.*** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) **By SBBC:** SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) **By Business Associate:** Business Associate 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 cost, court costs and all other sums which SBBC, its agents, servants and employees must 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, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

ARTICLE 2 – SPECIAL CONDITIONS

11. No Waiver of Sovereign Immunity.

Nothing contained 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 as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

12. 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. 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 contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. 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.

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. A waiver of any breach of a provision of this

ARTICLE 3 – GENERAL CONDITIONS

Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

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

19. 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.

20. 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. 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.

22. Notices.

When any of the parties 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:

Attachment B

To SBBC:

Superintendent of Schools
The School Board of Broward
County, Florida
600 Southeast 3rd 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

Privacy Officer
Risk Management
Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:

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

23. **Severability.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. **Captions.**

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. **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.

ARTICLE 3 – GENERAL CONDITIONS

26. No Waiver of Rights, Powers and Remedies.

The parties agree that each requirement, duty, right 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.

27. Regulatory References.

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

28. Governing Law.

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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement 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 Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

Attachment B

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Attachment B

FOR BUSINESS ASSOCIATE:

THE CENTER FOR MIND-BODY MEDICINE

[Signature]
Signature

By: Rosemary L. Muehlen Managing Director
Print Name and Title

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement with two (2) witness signatures.

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 14, 2020 (date) by Gilda Q Cannon Sotero (name of officer or agent, title of officer or agent) of WBB (name of corporation acknowledging), a Virginia (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced (type of identification) as identification and who ☒ did/☐ did not first take an oath this 14 day of July, 2020.

My Commission Expires:

[Signature]
Signature - Notary Public

Gilda Q Cannon Sotero
Notary's Printed Name

(SEAL)

Notary's Commission Expires: 8/31/2022
GILDA Q. CANNON SOTERO
NOTARY PUBLIC
REG. # 7032294
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 8/31/2022

EXHIBIT A

**NOTIFICATION TO THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA ABOUT A BREACH OF UNSECURED
PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and _____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

The Center for Mind-Body Medicine	
Summary Budget (24 months Budget)	
Category	Mind Body Medicine Professional Training
PROGRAM SALARIES	
Program Staff (Including Dr. Gordon)	\$ 262,446
Fringe Benefits	\$ 70,860
CONSULTANTS (Other Core Team Members)	\$ 84,952
TOTAL PERSONNEL	\$ 418,258
TRAINING ACTIVITIES	
Program Development and Planning	\$ 3,000
A. Initial Mind Body Medicine Training	\$ 186,097
Consultation: between initial and advanced training	\$ 3,060
B. Advanced Mind Body Medicine Training Program	\$ 165,028
C. Wellness Workshops	\$ 25,272
D. Remote Supervision & Mind-Body Small groups	\$ 192,168
E. Peer Counseling Training	\$ 7,384
F. Children's WS	\$ 16,860
G. Leadership Training	\$ 14,698
H. Peer -Supervisors training	\$ 46,012
I. Certification Program	\$ 87,536
TOTAL TRAINING ACTIVITIES	\$ 747,115
TRAVEL/ PER DIEM/ LODGING	
A. Initial Mind Body Medicine Training	\$ 43,338
B. Advanced Mind Body Medicine Training Program	\$ 55,917
C. Wellness Workshops	\$ 17,415
E. Peer Counseling Training	\$ 6,540
F. Children's WS	\$ 8,719
G. Leadership Training	\$ 8,819
H. Peer -Supervisors training	\$ 4,905
TOTAL TRAVEL EXPENSES (Year 2, if appropriate)	\$ 145,652
Direct Program Administrative Costs	\$ 14,688
Pre - post and follow evaluations	\$ 7,650
DIRECT PROGRAM & TRAINING COSTS	\$ 1,333,364
G&A Cost	\$ 236,636
Total Program Costs	\$ 1,570,000
Other Parties Contribution	
Children's Services Council and community partners	\$ 220,000
CMBM Contribution	\$ 150,000
Total amount under SBBC's responsibility	\$ 1,200,000