



ADDED ITEM

# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-07-21 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:  
**EE-13.**

TITLE:  
Recommendation to Approve First Amendment to Master Services Agreement - AG20-035 - Comprehensive Wellness Program

**REQUESTED ACTION:**  
Approve the recommendation of the First Amendment to the Master Services Agreement. Contract Term: Upon execution by all parties through August 21, 2022, Two (2) Years; User Department: School Counseling & Brace Advisement; Award Amount: \$1,200,000; Awarded Vendor(s): The Center for Mind-Body Medicine (CMBM); Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Center for Mind-Body Medicine 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.  
See Supporting Docs for continuation of Summary Explanation and Background.  
This First Amendment to the Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  Goal 2: Safe & Supportive Environment  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$1,200,000. The funding source will come from the Mental Health Assistance Allocation Grant and the Antiterrorism and Emergency Assistance Program/Victims of Crime Act assistance fund. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract awarded amount.

**EXHIBITS: (List)**  
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Financial Analysis Worksheet (4) Agreement (5) Original Executed Documents

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Ralph Aiello	Phone: 754-321-1675
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title  
Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
Maurice Woods  
7/16/2020, 4:07:17 PM

Approved In Open Board Meeting On: **JUL 21 2020**  
By:   
School Board Chair

**Recommendation to Approve First Amendment to Agreement  
AG20-035 – Comprehensive Wellness Program  
July 21, 2020 Board Agenda**

**CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND**

Additionally, CMBM will provide refresher training for previous cohorts of facilitators, training for certain facilitators to receive advanced credentials, additional support for staff to integrate the skills into the classroom, and expansion of related youth leadership programs.

The focus will expand significantly beyond the Parkland and Coral Springs areas, particularly to targeted underserved communities across the county, so the Services will potentially reach approximately thirty-nine thousand five hundred (39,500) children, adolescents, and their family members during the grant period.

## EXECUTIVE SUMMARY

### Recommendation to Approve First Amendment to the Agreement AG20-035 – Comprehensive Wellness Program

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#### **Introduction**

##### **Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the First Amendment to the Master Services Agreement with The Center of Mind-Body Medicine (CMBM). The School Board of Broward County, Florida (SBBC), is willing to continue its partnership with CMBM to receive a Comprehensive Wellness Program: A Coordinated Trauma-Relief, Stress-Management and Resiliency-Building Response (the “Services”). This First Amendment will start upon execution by all parties through August 21, 2022.

The Master Services Agreement and Statement of Work 1 with CMBM, were approved on the May 21, 2019, Regular School Board Meeting under item FF-1 for fifteen (15) months, expiring on August 21, 2020, with a spending authority of \$441,410.

The financial impact to the District will be \$1,200,000.

#### **Goods/Services Description**

##### **Responsible: School Counseling & BRACE Advisement**

CMBM will provide a Comprehensive Wellness Program: A Coordinated Trauma-Relief, Stress-Management, and Resiliency-Building Response (the “Services”).

Over two (2) years, 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 (BCPS). Additionally, CMBM will provide refresher training for previous cohorts of facilitators, training for certain facilitators to receive advanced credentials, additional support for staff to integrate the skills into the classroom, and expansion of related youth leadership programs.

The focus will expand significantly beyond the Parkland/Coral Springs areas, particularly to targeted underserved communities across the county, so the Services will potentially reach approximately thirty-nine thousand five hundred (39,500) children, adolescents, and their family members during the grant period.

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.

**Recommendation to Approve the First Amendment of the Master Services Agreement**

**AG20-035 – Comprehensive Wellness Program**

**July 21, 2020 Board Agenda**

**Page 2**

6. *Genograms* to help children and adults draw on sources of strength in their families; and,
7. *Self-expression* through words, drawings, and movement to release and share emotions and memories of past distress.

As part of its Services, CMBM will conduct the following specific activities:

1. Principal Engagement Workshops
2. Additional Support to Five Champion Schools
3. Refresher Training to Strengthen and Support for the 2018-2019 and 2019-2020 Cohorts
4. Comprehensive Wellness Training Part 1
5. Comprehensive Wellness Training Part 2 - The Advanced Training
6. Intensive Supervision for Trained Facilitators to Implement Mind-Body Skills Groups, Self-Care Workshops and Individual, Family, and Classroom Sessions
7. Leadership Team Training
8. Certification Training
9. Peer Supervisor Training
10. Children's Workshop Training
11. Specialized Training for Peer Counseling and Teachers of Student Leadership Programs
12. MSD Commemoration Event Support

**Procurement Method**

**Responsible: PWS**

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for the purchase of professional services.

**Financial Impact**

**Responsible: PWS and School Counseling & BRACE Advisement**

The financial impact for the District will be \$1,200,000. The total cost of the twenty-four (24) month program is \$1,570,000; however, 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 \$220,000 and a contribution of \$150,000 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 BCPS and surrounding community where the program is being provided. SBBC is responsible for \$1,200,000.

**Recommendation to Approve the First Amendment of the Master Services Agreement**  
**AG20-035 – Comprehensive Wellness Program**  
**July 21, 2020 Board Agenda**  
**Page 3**

Additionally, SBBC will be responsible for district staff compensation to complete professional development and service delivery to the thirty-nine thousand five hundred (39,500) participants. The estimated cost will be approximately \$275,000 annually.

The funds for this Agreement will come from the Mental Health Assistance Allocation Grant and the Antiterrorism and Emergency Assistance Program/Victims of Crime Act assistance fund.

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day 21<sup>st</sup> of July, 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 3<sup>rd</sup> 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](mailto: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:**

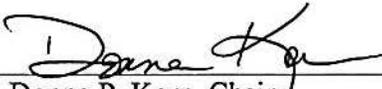
(Corporate Seal)



ATTEST:

  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: The Center for Mind-Body Medicine -  
First Amendment  
Date: 2020.07.15 10:37:20 -04'00'

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 *[Signature]*  
Signature

Printed Name: Rosemary L. MURRAIN

Title: MANAGING DIRECTOR

-or-

*[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 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  
(underline if applicable) or has produced \_\_\_\_\_ (type of  
identification) as identification and who  did/ did not first take an oath this 14th day of  
July, 2020.

My Commission Expires:

*[Signature]*  
Signature - Notary Public

Gilda Q Cannon Sotero  
Printed Name of Notary



GILDA Q. CANNON SOTERO  
NOTARY PUBLIC  
REG. # 7032284  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES 8/31/2022

## Attachment B

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("*Agreement*") is made and entered into as of this day 21<sup>st</sup> of July, 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 3<sup>rd</sup> 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. 3<sup>rd</sup> Avenue, 11<sup>th</sup> 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:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: The Center for Mind-Body Medicine  
- First Amendment  
Date: 2020.07.15 10:37:54 -04'00'

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. MURRAW 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 WOB (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 14th day of July, 2020.

My Commission Expires:

[Signature]  
Signature - Notary Public  
Gilda Q Cannon Sotero  
Notary's Printed Name



Notary Public  
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: \_\_\_\_\_

# Attachment C

<b>The Center for Mind-Body Medicine</b>	
<b>Summary Budget (24 months Budget)</b>	
Category	Mind Body Medicine Professional Training
<b>PROGRAM SALARIES</b>	
Program Staff (Including Dr. Gordon)	\$ 262,446
Fringe Benefits	\$ 70,860
<b>CONSULTANTS (Other Core Team Members)</b>	<b>\$ 84,952</b>
<b>TOTAL PERSONNEL</b>	<b>\$ 418,258</b>
<b>TRAINING ACTIVITIES</b>	
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
<b>TOTAL TRAINING ACTIVITIES</b>	<b>\$ 747,115</b>
<b>TRAVEL/ PER DIEM/ LODGING</b>	
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
<b>TOTAL TRAVEL EXPENSES (Year 2, if appropriate)</b>	<b>\$ 145,652</b>
<b>Direct Program Administrative Costs</b>	<b>\$ 14,688</b>
<b>Pre - post and follow evaluations</b>	<b>\$ 7,650</b>
<b>DIRECT PROGRAM &amp; TRAINING COSTS</b>	<b>\$ 1,333,364</b>
G&A Cost	\$ 236,636
<b>Total Program Costs</b>	<b>\$ 1,570,000</b>
<b>Other Parties Contribution</b>	
Children's Services Council and community partners	\$ 220,000
CMBM Contribution	\$ 150,000
<b>Total amount under SBBC's responsibility</b>	<b>\$ 1,200,000</b>



ADDED ITEM

# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

ITEM No.:  
FF-1.

**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

Approved In Open Board Meeting On: **MAY 21 2019**  
By: *Heather P. Burkwood*  
School Board Chair

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

## 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: <a href="mailto:jgordon@cmbm.org">jgordon@cmbm.org</a> Program Manager Hannah Quinn: <a href="mailto:hquinn@cmbm.org">hquinn@cmbm.org</a> <a href="http://www.cmbm.org/broward">www.cmbm.org/broward</a>
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;"><b>Activities Include:</b></p> <ul style="list-style-type: none"> <li>• Comprehensive Wellness Training Part 1–</li> <li>• Comprehensive Wellness Training Part 2- The Advanced Training</li> <li>• Mind-Body Skills Groups, Self-Care Workshops and Individual, Family, and Classroom Sessions, with Intensive Supervision</li> <li>• Back-to-School Wellness Workshops</li> <li>• Reunion and February 14th Commemoration Workshops</li> <li>• Leadership Training</li> <li>• Consultation for Mind-Body Medicine Curriculum for MSD Peer Counselors</li> </ul> <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 21<sup>st</sup> 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;



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](mailto: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.

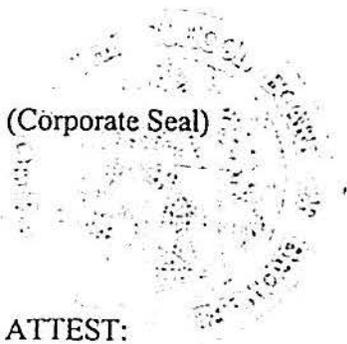
3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

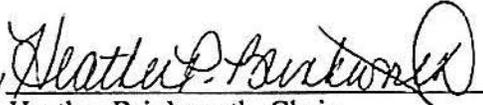
[Signature pages follow]

**FOR SBBC:**

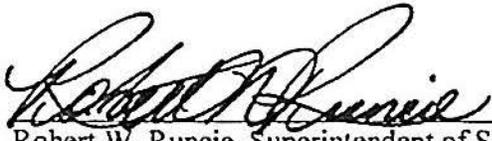
(Corporate Seal)



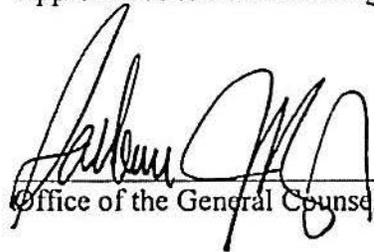
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

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 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: 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.

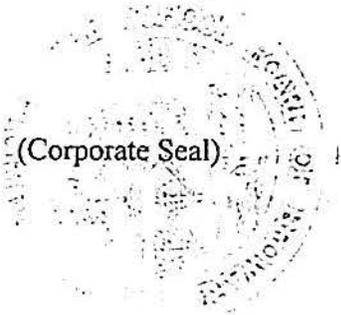
Rosemary Murrain, Ed.M., MBA, is the Managing Director of The Center for Mind-Body Medicine. She will provide oversight for project management and implementation. She will ensure continuity of the partnership with CSC and BCPS, with major community organizations, and with leadership at Marjory Stoneman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

[Signature Page Follows]

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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-

*Heath 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

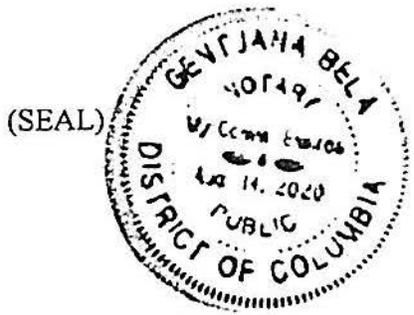
The foregoing instrument was acknowledged before me this 3rd day of June, 2019 by Rosemary Murrain of The Center for Mind-Body Medicine Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency  
He/She is personally known to me or produced MD Driver's license as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/4/2020

*[Signature]*  
Signature - Notary Public

Centjana Bela  
Printed Name of Notary

WA  
Notary's Commission No.





ADDED ITEM

# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-13.

MEETING DATE	2020-07-21 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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:

Recommendation to Approve First Amendment to Master Services Agreement - AG20-035 - Comprehensive Wellness Program

REQUESTED ACTION:

Approve the recommendation of the First Amendment to the Master Services Agreement. Contract Term: Upon execution by all parties through August 21, 2022, Two (2) Years; User Department: School Counseling & Brace Advisement; Award Amount: \$1,200,000; Awarded Vendor(s): The Center for Mind-Body Medicine (CMBM); Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

The Center for Mind-Body Medicine will provide a Comprehensive Well-Being Resiliency-Building Response (the "Services"). CMBM will train CMBM's evidence-based model of trauma relief, stress management, and adolescents, and families in Broward County and Broward County. See Supporting Docs for continuation of Summary. This First Amendment to the Agreement has been reviewed by the General Counsel.	Coordinated Trauma-Relief, Stress-Management, and other carefully selected service providers to integrate the operations of organizations serving children, and other services as recommended by the General Counsel.
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SCHOOL BOARD ACTION:

Go?

FINANCIAL ANALYSIS:

The estimated impact of the proposed project on the school district's Antiterrorism and Emergency Preparedness Fund is \$0.00. However, the amount of the impact amount represents an estimated contract value.

*EE 73* PLEASE RETURN TO: Barbara Mash, Procurement & Warehousing Services. Thank you! PLEASE RETURN 3 ORIGINALS

3: Effective Communication

EXHIBITS: (List)

(1) Continuation of Summary Original Executed Document. (2) Executive Summary (3) Financial Analysis Worksheet (4) Agreement (5) Other Exhibits

BOARD ACTION:

# APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Ralph Aiello	Phone: 754-321-1675
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods  
7/16/2020, 4:07:17 PM

Approved In Open Board Meeting On:

JUL 21 2020

By:

*Donna K...*  
School Board Chair