

MEMORANDUM OF UNDERSTANDING

Behavior Management Systems, Inc (BMS)
350 Elk Street
Rapid City, SD 57701

Stagebarn Middle School
12500 Sturgis Road
Summerset, SD 57718

I. PARTIES:

This memorandum has been mutually resolved and adopted by and between Behavior Management Systems and Stagebarn Middle School, herein referred to as BMS and Stagebarn Middle School.

II. PURPOSE:

This agreement sets forth the conditions for BMS to work in collaboration with Stagebarn Middle School to provide mental/behavioral health education and/or therapy services to youth enrolled at Stagebarn Middle School. It sets forth the understanding between parties regarding referrals made by Stagebarn Middle School and programs and services provided by BMS at Stagebarn Middle School. Participation in any program or services offered through this Memorandum will be voluntary and must be approved by the parent/guardian of each youth.

Both parties understand and agree that BMS's Family Pathways program is a fee for service program and our staff are expected to provide billable services. In order to do this all students must have the proper consent for service documentation. School personnel are instrumental in securing this documentation. Billable services include face-to-face visits, with the child, the parents/guardians, or the family, as well as collateral contacts (face-to-face or phone contact) with any of the treatment team members (ie. School staff, DSS, probation officers, etc.). All services are billed to the state, never the school.

Nothing in this agreement is intended to create an employee/employer relationship between BMS and Stagebarn Middle School.

III. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION:

This MOU is effective for the 2018-2019 school year. This MOU may be renewed annually upon mutual agreement of both parties.

Modifications to this MOU must be submitted in writing at least 30 days in advance and approved by both parties represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 30 days in advance of termination by either party.

IV. RESPONSIBILITIES OF THE PARTIES:

Stagebarn Middle School:

- Identify and refer students believed to be in need of mental/behavioral health education and/or therapy services.
- Provide a confidential and safe office/room from which to provide services at the Stagebarn Middle School. The designated office/room shall be made available to BMS staff during the school year on days in which school is in session.
- Assist in acquiring parental/guardian consent to meet with students.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.

Behavior Management Systems

- Provide qualified staff to perform mental/behavioral health education and/or therapy services to students who meet the State designation of Severely and Emotionally Disturbed (SED).
- Obtain necessary consents for services from the child's parent or legal guardian.
- Manage any billings and collections for services rendered. Stagebarn Middle School nor Meade County School District shall not be billed for services provided under this agreement.
- Conduct services in accordance with BMS standards and that of such licensing board as staff may be licensed under.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.
- Maintain the following insurance coverages for BMS and its staff through the duration of this MOU: Human Services Organization Professional Liability, Sexual or Physical Abuse or Molestation Vicarious Liability, Directors and Officers, Automobile Liability, and, Workers' Compensation.

V. INDEMNIFICATION AND HOLD HARMLESS:

Each party shall indemnify and hold the other party harmless from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, fees, judgments, costs and expenses, including reasonable attorney's fees, of every nature and kind which an indemnified party may incur, directly or indirectly, and relating to or arising from the obligations of the parties under this Memorandum.

Behavior Management Systems

Date

Stagebarn Middle School

Date