

MEMORANDUM OF UNDERSTANDING

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

Mead School District 46-1
1230 Douglas Street
Sturgis, SD 57785

I. PARTIES:

This memorandum has been mutually resolved and adopted by and between Behavior Management Systems and Meade School District 46-1, herein referred to as BMS and Meade School District.

II. PURPOSE:

This agreement sets forth the conditions for BMS to work in collaboration with Meade School District to provide mental/behavioral health education and/or therapy services to youth enrolled in a Meade School District school. It sets forth the understanding between parties regarding referrals made by Meade School District and programs and services provided by BMS at Meade School District locations. 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 that staff are expected to provide a minimum of 20 clinical hours of service per week. Clinical hours 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.). As such, if BMS staff cannot maintain at least 20 clinical hours per week within the school, both parties understand and agree that BMS staff may provide services in another location and/or community.

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

III. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION:

This MOU is effective for the 2016-2017 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 90 days in advance of termination by either party.

IV. RESPONSIBILITIES OF THE PARTIES:

Meade School District:

- 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 Sturgis Elementary School or other Meade School District schools upon agreement by both parties. The designated office/room shall be made available to BMS staff during Christmas break, summers, and on other holidays observed by the school that are not observed by BMS.
- 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 child's parent or legal guardian.
- Manage any billings and collections for services rendered. Meade 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

4/21/2016

Date

School Board President
Meade School District

Date