



DEFINING EXCELLENCE

Board Meeting Date: 7/17/2023

Title: Strategic Behavioral Solutions Service Agreement

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create an agreement between Strategic Behavioral Solutions and Edina Public Schools to provide access to appropriate records to determine individual student needs.

Recommendation: Approve the attached service agreement between Strategic Behavioral Solutions and Edina Public Schools.

Desired Outcome(s) from the Board: Approve the attached service agreement from Strategic Behavioral Solutions.

Attachments: Service Agreement from Strategic Behavioral Solutions

Strategic Behavioral Solutions

Service Agreement

THIS AGREEMENT made and entered in this **June 6th, 2023** by and between **Strategic Behavioral Solutions**, PO Box 276, Mount Pleasant, SC 29466, hereinafter referred to as the **Provider** and **Edina Public Schools, 5701 Normandale Road, Edina, MN 55424** hereinafter referred to as **LEA**.

Witnessed:

I The LEA, hereby agrees to:

- A provide access to appropriate records for the purpose of determining individual student needs.
- B pay the **Provider** at the rate of **\$132.50 per hour** for contracted services from **July 1st, 2023** through **June 30th, 2024**. Terms are DUE ON RECEIPT.
- C to hold all provisions of this **Agreement** in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this **Agreement** complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

II The Board Certified Behavior Analyst hereby agrees to:

- A provide appropriate support services to students identified as needing services.
- B consult with the Director of Special Education, special education teachers, Director of Behavioral Services, principal, and other appropriate staff to ensure programs are carried out correctly.
- C submit an authorized monthly accounting of the activities of the Board Certified Behavior Analyst detailing the dates covered by the billing.

III The LEA and Strategic Behavioral Solutions hereby mutually agree:

- A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the **LEA's** financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA**

consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2023 to June 30th, 2024** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Non-Competition:

The **LEA** acknowledges that the therapists provided by **Strategic Behavioral Solutions** are under the engagement of **Strategic Behavioral Solutions** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.

VII Insurance:

Provider shall, during the life of the Agreement, purchase and maintain insurance coverage with the minimum limits as follows:

I. **Workers Compensation** - as required by the Minnesota Statute.

II. **General Liability Insurance:**

- General Aggregate Limit - \$2 Million
- Personal Injury Limit - \$1 Million
- Each Occurrence Limit - \$1 Million

III. **Professional Liability Insurance** - with limits of \$1 Million each Occurrence / \$3 Million aggregate.

Provider will provide the **LEA** with proof of insurance.

VIII Indemnification:

The **LEA** and its agents, employees, or invitees agree to save, indemnify and hold **Strategic Behavioral Solutions** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Board Certified Behavior Analyst** or the **Board Certified Behavior Analyst's** agents, employees, or invitees from any cause or causes

whatsoever arising from or concerned with the **Board Certified Behavior Analyst's** performance under this **Agreement**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Josh Duncan

Provider
Josh Duncan
Managing Director
Strategic Behavioral Solutions

Deby Almsitz

LEA
Edina Public Schools