

**Browning Public Schools**  
**Board Agenda Request**  
Meeting To Be Held: 9/28/17

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**Recognition:**    ☐ Students                      ☐ Staff                      ☐ Parents  
**Information:**   ☐ Building Report       ☐ Old Business           ☐ Superintendent's Report  
**Action:**        ☐ Resignation                ☐ Hiring                    ☐ Contract Service Agreements  
                    ☐ Travel Out-of-State       ☐ Travel In State        ☒ Approvals  
                    ☐ Termination               ☐ Legal Matters        ☐ Other: District Claims  
This action request pertains to ☐ Elementary (only)    ☒ High School/District Wide

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**Date:** 9/20/17

**To:**     **Board of Trustees**  
          Browning Public Schools

**From:** Corrina Guardipee-Hall  
**Title:**    Superintendent

**Subject:** MOA-Service Agreement with Crystal Creek Chemical Dependency Program

**Description:** Crystal Creek Lodge Chemical Dependency Adolescent Program requests to enter into a service agreement where both parties will exchange/share information on students who have been referred, completed/not completed treatment in accordance with FERPA regulations. Crystal Creek agrees to provide services to students referred for assistance.

**Financial Impact:** na

**Attachment(s):** Agreement

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:** ☐ N/A (Info)    ☐ Approved    ☐ Denied    ☐ Tabled to: \_\_\_\_\_

# CRYSTAL CREEK LODGE TREATMENT CENTER

## ADOLESCENT DEPARTMENT

807 North Piegan Street  
P.O. Box 450  
Browning, Montana 59417

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on this date, Sept 20, 2017 by Crystal Creek Lodge Adolescent Department hereinafter referred to as the "First Party" All Programs under the Browning Public Schools Dist. No 9 hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the treatment of juveniles/adolescent.

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this memorandum of agreement.

### MISSION

**The aforementioned first party has been established with following intended mission in mind:** to enter into an agreement whereby both parties will exchange and share treatment information on juveniles who have been referred for assessment.

### PURPOSE AND SCOPE

The Parties intend for the Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the treatment of juveniles/adolescent, providing chemical dependency lectures and group therapy also provide activities for "At Risk Youth".

### TERMS OF UNDERSTANDING

Term of this Memorandum of understanding shall be for a period of **one year** from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

### AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with **30** days advance Witten notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the two programs about the patients in the program we are fully bound by the provisions of the Federal regulations governing confidentiality of Alcohol and Drug Abuse Patient Records, 42, CFR Part 2; and

Undertakes to resist in judicial proceedings when necessary in an effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the Federal Confidentiality Regulations, 42 CFR Part 2;

**AUTHORIZATION AND EXECUTION:**

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

 9-20-17  
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Director, Louella Heavy Runner Crystal Creek Lodge Chemical Dependency Program Date:

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Corria Guardipee Hall Superintendent, Of Browning Public Schools Dist. No 9 Date:

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