

Memorandum of Understanding
Between the following:
Browning Public School District # 9
(collectively, the "School District")

and

The **Blackfeet Tribe**, through its **Southern Piegan Health Center School Health Program**
(collectively "SPHC")

SPHC and the School District may be referred to collectively to as the "Parties." This Memorandum of Understanding ("MOU") hereby supports the operation and expansion of a comprehensive school-based health care program on the Blackfeet Reservation ("Reservation")

I. PURPOSE.

- A. The Parties recognize that the members of the Tribe suffer from many persistent health disparities and addressing and remedying these disparities will necessarily involve the education system within the Reservation, including but not limited to the Reservation Schools.
- B. The Parties also recognize that the School District's education process will generally improve with an improved School Health Program on the Reservation, to be located at ***213 2nd Street SW, Browning, Montana***. To the extent feasible, other site locations will be established and located within the boundaries of the School District where the services will be performed.
- C. In an effort to improve a Reservation-wide School Health Program, the Parties have fostered a working relationship based on the principles memorialized in this MOU and intend to establish additional cooperative activities and projects that will improve health support, prevention, and education.
- D. The Parties will further develop and implement the School Health Program to provide the students within the School District with Medical, Dental, Nutrition, Mental Health and Substance Abuse consultation and services through direct services by health professionals, and telehealth consultation as necessary. The Parties will work with other health providers (*i.e. School Nurses, Good Medicine Program, Alta-care, etc.*), the Indian Health Service, and academic centers to improve the total education process and School Health Program.
- E. The Parties intend to identify additional approaches to the provision of health services prevention and educational programming and will solicit the support of the parents/legal guardians and the community members in improving the education system and School Health Program.
- F. This project will periodically collect data for evaluation purposes through its funding agency Montana Health Care Foundation and for the use in the solicitation of additional resources. Clinical data will be collected appropriately and stored in a manner consistent with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable Federal, Tribal, Montana State laws and regulations.
- G. The Parties agree to cooperate with communication, delivery of services and the development of a communication plan to ensure continuity of services.

II. RESPECTIVE RESPONSIBILITIES IN FURTHERANCE OF MOU GOALS.

A. The School District will:

1. Work cooperatively with the Tribe and SPHC to communicate services available to students and the community, and will facilitate seeking consent from parents as necessary and/or required by law.
2. Participate and coordinate with SPHC and the Blackfeet Tribe to generate new ideas for projects and programs that will improve healthy behavior, healthy outcomes, and healthy life choices.
3. Provide "Access to" a suitable environment, for a fee if applicable and appropriate, for the purpose of conducting health education, clinical care, Telehealth medical care, Telehealth mental health care, outreach efforts, and their evaluation.
4. Participate in developing and promoting disease awareness, prevention, intervention and early detection to Blackfeet reservation communities and tribal members.
5. Partner with other health-related organizations to develop programs that can address school health and wellness related to needs on the Reservation.
6. Continue to foster opportunities to collaborate with outside academic centers to enhance faculty and health service delivery. Support the coordination of telehealth equipment usage and maintenance when, and where, applicable.
7. Provide executive oversight and guidance in the joint school health programs and participate in program evaluations.
8. Assist in the timely communication with parents/legal guardians concerning identified health issues with their children and to obtain appropriate parental consents.
9. Allow communication with administrative staff in arranging referral visits to SPHC School Health Program and relaying student record information. Grant access to school student records for the purpose of maintaining and updating patient health records.
10. Provide SPCH School Health Program with entry to the Browning High School facility, and other schools within the School District as may be necessary and warranted, and provide a key and/or FOB to designated secured areas to perform medical evaluations.
11. Allow secured access to the School District facilities' internet, to enable SPHC the ability to perform telehealth visits via the electronic health record system.
12. Provide BPS Custodial services for any on-campus designated areas, ie. telehealth location.

B. SPHC will:

1. Establish mechanisms that are suitable to communicate with parents concerning health services provided to children and seek to get the appropriate consent to treat packets signed for authorization in coordination with services.
2. Employ licensed and credentialed health professionals and support staff to provide appropriate health services for School District campuses. (i.e. youth, BPS staff). *Additional staff hiring shall occur as sustainable funding becomes available.*
3. Participate in generating new ideas for projects and programs that will impact health disparities in the school age population of the Reservation.

4. Develop and promote health awareness, prevention, intervention and early detection programs to Reservation communities and tribal members.
5. Provide educational opportunities for school faculty and for the school population of the Reservation in childhood disease prevention.
6. Maintain appropriate policy and procedure manuals for the entire program including guidelines concerning program measurement and quality assurance.
7. Ensure that maintenance of a capable business office functions with appropriate internal controls, revenue reporting, and other fiscal support activities.
8. Assist academic partners in working with the Tribe and the School District in the delivery of video linked remote education and health service delivery as well as support outreach efforts and outreach personnel when applicable.
9. Support and/or fund, as resources are available, in purchase and installation of equipment and supplies necessary to maximize the impact of health promotion and disease prevention activities in the School District schools.
10. Develop a plan to provide *transportation* for referral based students by the school nurse and/or other district staff to/from School District campus sites to the School Health Program location (213 2nd Street SW, Browning, MT).
11. Timely communicate with parents and administration about the services offered by SPHC.

III. SCHEDULE.

A representative of each stakeholder, the School District (superintendent or designee), SPHC (director or designee), and the Tribe (Blackfeet Tribal Business Council HESS Chairman), shall arrange to meet *quarterly* during the academic school year. Additional meetings may be held as necessary or required for improvement of the School Health Program.

IV. ENFORCEABILITY.

This MOU is intended to provide parameters to the working relationship between the Parties and is not a legally enforceable document. The Parties agree to work in good faith to implement the project subject to the terms of this MOU.

The Parties acknowledge that they have adequate liability insurance applicable to their officers, each employees, and agents while acting within the scope of their employment with the respective Parties. Therefore, each party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of itself and its officers, employees, and agents.

This MOU does not affect or modify any other existing MOU or Agreement between the Tribe or SPHC and the School District or any other third-party.

V. TERM AND TERMINATION.

The Term of this MOU shall be for one year and shall automatically renew for subsequent one-year periods. The MOU may be terminated at any time by either party providing written notice to the other of the termination. In the event of termination, the Parties shall cooperate to ensure that all confidential and sensitive healthcare information is protected and that each party shall maintain ownership of its respective personal property.

SIGNED BY THE PARTIES ON THE EFFECTIVE DATES SET BELOW

BROWNING PUBLIC SCHOOLS

By: Rebecca Rappold, Superintendant

Date

SOUTHERN PIEGAN HEALTH CENTER

By: Jennifer St. Goddard, Director

Date