



## MEMORANDUM OF UNDERSTANDING

Blackfeet Juvenile & Adult Healing to Wellness Projects,

*AND*

Browning Public School District No. 9

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This Memorandum of Understanding (the Memorandum) is made on September \_\_\_\_, 2019, by and between Blackfeet Healing to Wellness Court Programs, of 90 Hwy 464, Browning, Montana 59417, hereinafter referred to as BH2WC and Browning Public School District No. 9, of 129 1<sup>st</sup> Ave SE, Browning, Montana 59417, hereinafter referred to as BPS, for the purpose of achieving various aims and objectives relating to the Blackfeet Healing to Wellness Court (the Project).

WHEREAS BH2WC and BPS desire to enter into an agreement in which BH2WC and BPS will work together to forward and complete the goals of the Project;

AND WHEREAS BH2WC and BPS are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

### **Purpose**

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Healing to Wellness Court between BH2WC and Browning Public School District No. 9.

### **Obligations of the Partners**

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of following individual services.

### **Cooperation**

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by BH2WC include:

- (1) Inform all parties of the goals and requirements the BH2WC team has established for participation in BH2W court and any requirements which apply to an individual participant.
- (2) Conduct frequent and random drug testing pursuant to probation capabilities
- (3) Utilize sanctions and incentives to reinforce participant progress with treatment and

compliance with BH2WC rules.

(4) Provide regular updates to treatment providers on each participant, including the results of random drug and alcohol screens, violations of program rules, concerns identified by the BH2WC team, sanctions and incentives applied during hearings, and participant achievements.

(5) BH2WC team members may visit partner facilities and will sign any appropriate confidentiality documents.

(6) Attend Healing to Wellness Court and substance use disorder treatment conferences and trainings, if funding is available.

(7) Insure all participants sign release of information forms to allow BH2WC and providers to communicate.

(8) Establishing separate Adult & Juvenile Healing to Wellness Court Staffing Teams which will consist of a judge and other members set forth in the Policies and Procedures. Staffing Teams will each meet once per week (scheduled and organized by Project Coordinator) to monitor and assess compliance and progress for their participants. Teams will have weekly court sessions for participants.

(9) Utilize restorative justice practices, traditional to the Blackfeet people, through a behavior modification model of sanctions and rewards with gradually decreasing monitoring, supervision, and support of participants.

(10) Value and promote the unique culture, customs, and traditions of the Blackfeet people in the interest of promoting healing and wellness of participants. Coordinator will meet with advisory committee and cultural advisors to schedule monthly cultural activities for all participants.

(11) Share all data collected as a result of this partnership, as requested.

b. Services to be rendered by Browning Public School District No. 9 include:

b.

The School District agrees to become a partner in healing to wellness for the Blackfeet Community by actively participating in the Blackfeet Healing to Wellness Program as a full participatory agency and as such agrees to:

(1) Allow and require BPS staff to be part of the membership of the BH2WC Advisory Team

(2) Allow and require BPS staff with participant membership in the projects to participate in the BH2WC Staffing Team, as needed, and to participate in weekly case staffing.

(3) Provide progress reports for grades, attendance, behavior, and participation in school and other court- ordered activities, and any other information pertinent to the BH2WC, upon request, and to make this information available at least 2 hours prior to weekly staffing meetings. To comply with FERPA, participants and/or parents will be required to sign a release of information for this information to be given to the BH2W Court as a requirement of participation in the program. Requests for information will be made in a timely manner.

(4) Provide assistance to the participant with transportation to counseling and/or other court ordered sessions, whenever feasible; and to provide any other assistance necessary and feasible to assist the participant, during school hours, to be compliant with the BH2WC.

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- (5) Provide full and complete reports to the appropriate BH2WC probation officer or coordinator, including an immediate report when a participant fails to appear on time for scheduled services or any indication that a patient is altering or falsifying drug or alcohol screens, and/or any other violations of treatment program and sobriety rules.
- (6) Allow and require team member staff to attend Healing to Wellness Court trainings and criminal justice conferences as appropriate and when funding and time are available.
- (7) Partner with the BH2WC Programs to provide training for the community, BH2WC partners and participants with cultural and trauma-related training and activities that meet the needs of both partners in their goals and visions.
- (8) Provide school-related incentives and sanction activities for participants in the BH2WC including, but not limited to activity passes, late passes, early release passes, lunch with the superintendent, lunch with the principal and other school-sponsored event passes- as examples of incentives; and after-school or after-event community service, removal of open-campus for lunch hours, or giving presentations to young students on the dangers of drugs and alcohol, or verbal apologies to staff for disrespecting them- as examples of possible sanctions. School-related sanctions and incentives are something the school participant team members can and should bring to the table.
- (9) Provide mental health support and prevention support through school-resources, as needed, and to allow and require mental health and prevention staff to participate in BH2WC staffing and/or advisory teams.

#### **Communication Strategy**

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

#### **Liability**

No liability will arise or be assumed between the Partners as a result of the Memorandum.

#### **Dispute Resolution**

In the event of a dispute between the Partners in the negation of the final binding contract relating to this Project, the Advisory Committee will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the Advisory Committee will be final. In the event that the Advisory Committee is unable to make a compromise and reach a final decision, it is understood that neither party is obliged to enter into any binding contract to complete the Project.

#### **Term**

The arrangements made by the Partners by this Memorandum shall remain in place from September\_\_\_\_,2019 to the project end date and the term can be extended only by agreement of all of the Partners.

**Governing Law**

This Memorandum shall be construed in accordance with the laws of the State of Montana and the Blackfeet Tribal Law & Order Code. Furthermore, the **BH2WC** and **Browning Public Schools**, acknowledge that in receiving, transmitting, transporting, sorting, processing or otherwise dealing with any information received from the program identifying or otherwise relating to the patients in the program (protected information), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part2) and the Health Insurance Portability and Accountability Act (HIPPA...45 CFR, parts 142, 160, 162, and 164); and the Family Educational Rights and Privacy Act (FERPA... 34 CFR, Part 99) and that all involved parties agree that they may not use or disclose the information provided except as permitted or required by the agreement or by law.

**Amendment**

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

**Severability**

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

**Understanding**

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.

- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum shall be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.

The following Partners support the goals and objectives of the Healing to Wellness Court:

**Signatories**

This Agreement shall be signed on behalf of Blackfeet Healing to Wellness Court by Chaniel Grant, its Coordinator, and on behalf of Browning Public School District #9 by Corrina Guardipee Hall, its Superintendent of Schools. This Agreement shall be effective as of the date first written above.

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Blackfeet Healing to Wellness Court Project  
By Chaniel Grant, its Coordinator

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Browning Public School District #9  
By Corrina Guardipee Hall, its Superintendent of Schools