

Memorandum of Understanding
MONTANA HEALTH NETWORK
AND
_____ **HIGH SCHOOL**

This Memorandum of Understanding is between Montana Health Network, a Montana Company (MHN) located at 519 Pleasant Street, Miles City MT 59301, and High School, (Client) located at Street Address and Mailing Address, Town, MT

MHN Responsibilities:

- **CNA Class Provision:**
Offer a Certified Nursing Assistant (CNA) class as requested by the Client, in line with MHN's certification as a Nurse Aide Training Program (NATP).
- **Instructor Provision:**
Provide MHN employees to serve as instructors for the online/didactic portion of the class.
- **Invoice of Fees:**
MHN will invoice the Client for each student enrolled in the CNA class. Both parties agree that if a student attends the first day of class, they will be charged for the full course.
- **Curriculum Ownership:**
Retain ownership of the curriculum, which cannot be used by the Client if the agreement is terminated.

Client Responsibilities:

- **Classroom and IT Equipment:**
Provide a classroom with IT equipment to host weekly virtual meetings for the instructor to communicate with and teach students.
- **IT Personnel:**
Ensure IT personnel are available to meet with the Online Instructor before the semester starts to ensure student access to the learning management system (LMS) CANVAS.
- **Supervision:**
Provide a teacher, para, or other adult to oversee and monitor students during the class period.
- **Communication:**
Identify a contact person for MHN CNA Class Instructor for:
 - Setting up weekly Zoom/Teams meetings.
 - Discussing student progress and grades.
 - Notifying MHN Instructor at least one week in advance when mid-term, quarter, and/or semester grades are due, according to the client's school calendar.
- **Student List:**

Provide the MHN Instructor with a complete list of students participating in the MHN High School Online CNA semester class at least one month prior to the start of the semester. Upon

confirmation of the list, facilitate student registration for the course with MHN on link that will be provided.

- **Healthcare Facility Agreement:**

Establish an agreement with a local or regional healthcare facility where students will complete 16 hours of skills practice and 16 hours of clinical “hands-on” resident/patient care. The facility must be approved by MHN and Montana DPHHS per federal and state regulations. (MHN Instructor will assist with the approval process.)

- **Optional Skills Classroom/Lab:**

If the client chooses to have an onsite “Skills Classroom/Lab” for students to use for skills practice hours, the following must be completed:

- The classroom/lab must be set up by an onsite clinical or supplemental instructor, and pictures must be taken to prove the equipment/supply list. (DPHHS and MHN require specific equipment/supplies for CNA instruction to meet federal and state requirements.)

- **Payment of Fees:**

- The Client will be billed for the entire course fee for all students present on the first day of the course.
- The Client must pay the full invoice before any Headmaster testing.
- MHN Online CNA Course cost breakdown/per student:
 - Online Class, Textbook & Workbook **\$525**
 - Headmaster Certification testing fees and necessary documentation **\$150.00**
 - Optional fees:
 - Dawson Community College (DCC) 4 credits (“regular” cost is \$858) DCC allows MHN to offer it to students for **\$100.00**
The 4 college credits are non-degree seeking credits and MHN will submit all paperwork to DCC on behalf of the student. (Student is responsible for completing said paperwork which will be provided by MHN Instructor under the direction of DCC).

****MHN reserves the right to charge Client additional fees if it becomes necessary for MHN Instructor to travel to the Client to assist with any set up or other class delivery components.**

MHN shall maintain general and professional liability coverage of up to \$1,000,000 per occurrence /\$3,000,000 aggregate during the term of this MOU.

This Memorandum may be terminated at any time upon 30 days written notification from either company. The term for this initial memorandum of understanding will be one year (12 months) from the date of execution unless terminated with 30 days-notice as stated above. Unless specified by either party this MOU will renew annually on the date signed. Any material changes to this MOU will be by complete mutual agreement.

Any work completed prior to termination of this MOU but not yet billed shall be covered by the MOU. Any work completed prior to the execution of this MOU is not covered.

Client shall indemnify and hold MHN harmless including its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, or any of them, from and against any losses,

damages, liabilities, expenses (including reasonable attorneys' fees), costs, claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, deficiencies and charges occasioned by, arising out of or resulting from, caused by, or relating to (a) physical damage to tangible property and personal injuries, including death, to any persons (including customers), arising from any breach of the terms and conditions hereof, or from any error, omission, misconduct or act of negligence of Client; (b) relationship of Client with its employees, suppliers, subcontractors, agents and consultants in the course of performance under this Agreement; (c) business operations of Client, including any assertions regarding violations of laws, rules or regulations by Client; and (d) failure of products or services delivered or effected by Client to comply with applicable laws and regulations.

MHN shall indemnify and hold CLIENT harmless including its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, or any of them, from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, deficiencies and charges occasioned by, arising out of or resulting from, caused by, or relating to (a) physical damage to tangible property and personal injuries, including death, to any persons (including customers), arising from any breach of the terms and conditions hereof, or from any error, omission, misconduct or act of negligence of MHN; (b) relationship of MHN with its employees, suppliers, subcontractors, agents and consultants in the course of performance under this Agreement; (c) business operations of MHN, including any assertions regarding violations of laws, rules or regulations by MHN; and (d) failure of products or services delivered or effected by MHN to comply with applicable laws and regulations.

Any dispute concerning performance of this Understanding shall be resolved informally between MHN and Client. Any administrative dispute that cannot be resolved informally shall be reduced to writing and delivered for arbitration. Expenses to be shared equally between MHN and Client.

Client

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Montana Health Network

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Addendum 1:

Checklist for Client

☐ **Classroom and IT Equipment:**

Provide a classroom with IT equipment to host weekly virtual meetings for the instructor to communicate with and teach students.

☐ **IT Personnel:**

Ensure IT personnel are available to meet with the Online Instructor before the semester starts to ensure student access to the learning management system (LMS).

☐ **Supervision:**

Provide a teacher, or other adult to oversee and monitor students during the class period who is responsible for communication with MHN Instructor for:

- ☐ Setting up weekly virtual meetings.
- ☐ Discussing student progress and grades.
- ☐ Notifying MHN Instructor no less than one week in advance when mid-term, quarter, and/or semester grades are due, according to the client's school calendar.

☐ **Healthcare Facility Agreement:**

☐ Establish an agreement with a local or regional healthcare facility where students will complete 16 hours of skills practice and 16 hours of clinical “hands-on” resident/patient care.

☐ The facility must be approved by MHN and Montana DPHHS per federal and state regulations. (MHN Instructor will assist with the approval process.)

☐ *Optional Skills Classroom/Lab:*

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☐ **Student List:**

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Upon confirmation of the list, facilitate student registration for the course with MHN on link that will be provided.

☐ **American Heart Association (AHA) Basic Life Support (BLS)**

Coordinate community resources to provide the BLS course for participants who do not possess a current BLS certification.