

**MEMORANDUM OF AGREEMENT BETWEEN THE
NORTH SLOPE BOROUGH AND THE
NORTH SLOPE BOROUGH SCHOOL DISTRICT**

**For Services Under
The North Slope Borough Health Department
Integrated Behavioral Health, NSB Vet Clinic, Public Health Nursing**

This Memorandum of Agreement (Agreement) is by and between the North Slope Borough (NSB), whose address is P.O. Box 69, Utqiagvik, Alaska, 99723, and the North Slope Borough School District (NSBSD), whose address is P.O. Box 169, Utqiagvik, Alaska, 99723.

BACKGROUND AND PURPOSE

NSB is a municipal government for the arctic slope region of Alaska serving eight communities, Anaktuvuk Pass, Atkasuk, Kaktovik, Nuiqsut, Point Hope, Point Lay, Utqiagvik, and Wainwright. The NSB is committed to having healthy communities, economically, spiritually, and culturally. The NSB works with the tribes, cities, corporations, schools, to support a strong culture, encourage families and employees to choose a healthy lifestyle and sustain a vibrant economy.

The North Slope Borough Health Department provides a wide range of services for these communities ranging from health care to social service programs within each community in accordance with the NSB Municipal Code. The NSB Health Department provides behavioral health counselors and clinicians to support NSBSD schools.

Whereas NSBSD provides conditional access to support resources, such as internet and video teleconference (VTC) equipment, workspace and housing for NSB clinicians, vet, and public health nursing staff. NSBSD will provide eight units for NSB clinical staff. Both parties want to share information, and allow the staff to be as productive as possible by providing behavioral health and or clinical support to students, educators, and parents on the provision that there is a signed Release of Information from the parent agreeing to the NSB service.

NSBSD is a public-school district operated by the North Slope Borough in the State of Alaska.

NSB and NSBSD will collaborate to meet the needs of students, communities, and families on-site and via remote services. Areas of collaboration will include, but not be limited to, family fun days, wellness activities, suicide prevention activities, telehealth collaboration, individual counseling, clinical groups, and on-going prevention activities. On-going support and collaboration will be provided by sharing information regarding slope-wide and village specific activities.

The purpose of this MOA is to clarify the relative roles and responsibilities of NSB and NSBSD in relation to this position. All NSB staff will be required to take, and pass, a background check.

NOW, THEREFORE, the Parties agree as follows:

SERVICES

The term of this agreement shall be from February 12, 2024 through June 30, 2024.

With signed parent consent, NSB and NSBSD agree to share data and information relevant to case management services provided by the NSB Health Department's behavioral health and public health staff to students enrolled in the NSBSD and their families. Such sharing may include exchanging files and attendance at school and/or family meetings. This MOA does not otherwise impact each program's policies on sharing information with third-parties.

NSB Health Department will provide the following in the schools of Utqiagvik, Kaktovik, Nuiqsut, Atkasuk, Kali (Pt Lay), Ulguniq (Wainwright):

1. Hearing and vision screenings to NSBSD students at regular intervals specified by the State Of Alaska or the Bright Futures screening recommendations.
2. Training for school district employees to conduct hearing and vision screening tests if public health nursing cannot provide the health screenings.
3. Referrals and follow-ups for children needing professional examination or treatment and assist with maintenance and repair of screening equipment.
4. Support to children and families by linking them to services in the community, providing counseling, case management services, and ensuring the family is receiving support from the Health Department.
5. Assist the family with referrals to outside agencies. Ensure that the necessary documentation is completed. Provide case management both during the school year and after the school year as needed for families.
6. Assistance with career and skill development as needed or requested by the school administration, teachers, and parents.
7. Public Health Nurse access to all schools within the district.
8. Public Health Nurse will provide staff development and medication management training during in-service and yearly school orientation.
9. Public Health Nurse will support school personnel in the communities to check documentation for student health and medication administration and support the school health as time allows during onsite visits.
10. NSB Vet access to the school to provide educational information and career development for the NSBSD students.
11. Will comply with HIPAA and ensure that any of its employees assigned to work with the District maintain the confidentiality of student educational records in compliance with FERPA.
12. If requiring access to the NSB resources, NSB will install necessary IT supports for its own VPN capability.

The services NSB Health Department will provide will promote and support NSBSD's educational programs and NSBSD's students.

The NSBSD will provide the following:

1. A school nurse to provide administrative support only for hearing and vision screenings in the schools of Utqiagvik, Kaktovik, Nuiqsut, Atkasuk, Kali (Pt Lay), Ulguniq (Wainwright).
2. Eight itinerate units located at the Qatqiñniagvik Learning Center (QLC), 1200 Agvik Street, Utqiagvik, Alaska 99723. All NSB individuals staying at the facility shall abide by District rules/regulations for the facility. Failure to do so will result in removal from the facility. The units are not to be utilized as offices.
3. For the avoidance of doubt, the units are supplied 'as is'. No housekeeping or other upkeep services are provided under this MOA. Tenants are expected to maintain the rooms in a clean and orderly manner with regular vacuuming and cleaning. Tenants and/or the NSB will be responsible for any damage caused to the units while they are tenanted by the NSB or its staff.
4. Workspace Internet, Video Teleconference, and telephone access for Behavioral Health and Public Health staff. The parties undertake to work to accommodate the reasonable needs of NSB and its Behavioral Health and Public Health staff. However, NSB understands and agrees that access to Video Teleconference facilities will be subject to availability and that the educational program delivered to students through the Qatqiñniagvik Learning Center will be prioritized over NSB Behavioral Health and Public Health staff requirements.
5. Conduct background checks on all identified NSB staff who will be providing services to the NSBSD. Any NSB staff that fail pass a background check will not be allowed to stay at the Qatqiñniagvik Learning Center or provide any services to NSBSD. NSBSD shall have the right to preclude any NSB staff member from staying at the QLC or providing services to NSBSD
6. With the prior approval of the NSBSD, this MOA supports NSB use of public areas at Qatqiñniagvik Learning Center to host community or school-based prevention events to promote community engagement, support student(s), and support community wellness.

ADDITIONALLY, THE PARTIES AGREE AS FOLLOWS:

1. Confidentiality and Security

The Parties agree to use reasonable safeguards to secure individually identifiable information against unauthorized access, use, or disclosure by individuals within the organization as well as outside of the organization. This includes safeguards for both paper and electronic records, and for both storage and transmission of information.

The Parties agree to keep all individually identifiable information exchanged between them confidential and to comply fully with all other applicable confidentiality and privacy laws and regulations or grant requirements. This includes any limitations on disclosure between the Parties, as well as limitations on disclosure to third parties.

Each Party agrees to report to the other Party in writing the details of any access, use or disclosure of confidential information not permitted by this Agreement, any Breach or Security Incident of which it becomes aware without unreasonable delay and no later than ten (10) calendar days after discovery.

Further, to the extent the Party has or may obtain such information, the reporting Party shall, within ten (10) calendar days after discovery of the event, notify the other party in writing of: (i) the identification of each individual whose information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) a description of the types of information that were involved in the Breach; and (iii) a description of what happened, including the date of the Breach and the date of the discovery, if known. A party shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to an employee, officer, or other agent of the party. The reporting Party agrees to take (i) prompt corrective action to cure any deficiencies that gave rise to the event or mitigate any potential resulting harm; and (ii) any action pertaining to the event required by applicable laws.

2. Financial Terms

This MOA imposes no financial obligations on either Party.

This Agreement is not intended to establish an employer-employee relationship, joint venture, or partnership, either expressly or by implication, and shall not be construed or interpreted otherwise.

3. Cooperation

- A. General Both Parties shall designate a representative as Primary Contact for purposes of this Agreement. In the event the Primary Contact changes, the party shall provide the other party with written notice within ten days (30) of the change. The Parties agree to communicate openly and completely about issues that may affect the quality or efficiency of the Services. Upon request, the Parties will each assist and cooperate with the other in the evaluation of performance of services provided under this Agreement.
 - B. Responding to Records Requests The Parties shall cooperate in responding to any records requests from recipients of services in accordance with each Party's respective policies and applicable law.
4. Termination. This MOA may be terminated by any party for any reason, prior to its expiration date on ninety days (90) written notice to the other party.
 5. Entire Agreement. This Agreement constitutes the entire Agreement between the NSB and NSBSD as to the matters stated here in. It supersedes all prior oral and written understandings and agreements as to the matters stated herein. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind NSB and NSBSD and their successors, executors, administrators, assigns and legal representatives.
 6. Indemnity. NSBSD agrees to indemnify, defend [with legal counsel approved by Borough], and hold the Borough and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from the performance by the NSBSD or any of their Subcontractors under the Agreement, , excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the Borough or solely from the joint negligence or willful misconduct of Borough and a third party directed by Borough. NSB agrees to indemnify, defend [with legal counsel approved by NSBSD], and hold NSBSD and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death

of any person relating to or arising or resulting in any way from the performance by the NSB or any of their Subcontractors under the Agreement, , excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of NSBSD or solely from the joint negligence or willful misconduct of NSBSD and a third party directed by NSBSD.

7. Insurance. - NSBSD will submit certificates of insurance to the NSB and for this MOA and agree to the conditions regarding insurance as set forth in Exhibit A, which is herein incorporated by reference and made a part of this MOA.
8. Discrimination. NSB, and NSBSD may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood, except as otherwise allowed by law.
9. Law and Venue. The law of the State of Alaska shall govern this Agreement. Venue for any legal proceeding relating to this Agreement shall be in the Superior Court in Barrow, Alaska.
10. Notice. Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to the NSB or NSBSD shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, first-class, postage prepaid, certified mail return receipt requested, addressed to the Borough or the Consultants at the address set forth below:

North Slope Borough
Attn: Director of Health & Social Services
P.O. Box 69
Barrow, Alaska 99723

North Slope Borough School District
Attn: Superintendent
P.O. Box 169
Barrow, Alaska 99723

DATED the day and year last written below.

NORTH SLOPE BOROUGH

P.O. Box 69
Barrow, AK 99723

Josiah A. Patkotak, Mayor

Date

NORTH SLOPE BOROUGH SCHOOL DISTRICT

P.O. Box 169
Barrow, AK 99723

NSBSD Superintendent

Date

REVIEWED AS TO FORM:

NSB Law Department

Date

EXHIBIT A

(INSURANCE REQUIREMENTS)

It is highly recommended that the NSBSD confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's insurance requirements.

The NSBSD shall procure and maintain the following insurance:

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- I. Insurance Services Office form CG 0001 (Edition 04 13) covering Commercial General Liability.
- II. Insurance Services Office form CA 0001 (Edition 03 IO) covering Automobile Liability, symbol I "any auto".
- III. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
- IV. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this Agreement on a form acceptable to the Borough.
- V. Employee Dishonesty insurance for loss to the Borough's property or money, caused by the fraudulent or dishonest acts of the Consultant's/Supplier's employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether acting alone or in collusion with others. ***Note: Employee Dishonesty insurance is required only for those Agreements where the Consultant has access to Borough money, securities, purchase orders, checks or any other Borough funds.***

Minimum Limits of Insurance

Consultant shall maintain limits:

General Liability:

- I. \$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal

injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project.

- II. General liability insurance shall be maintained in effect until final acceptance by the Borough of the completed construction and, for products liability and completed operations liability, at least five years thereafter.
- III. If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.
- IV. If the Consultant utilizes a Subcontractor(s) to perform any part of the work under this contract, the general liability insurance shall not contain any endorsements that exclude the work of the Subcontractor(s).

Auto Liability:

- I. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- II. For any Borough auto(s) being driven by the Consultant (including any employee, supervisor, manager, agent, etc.), the Consultant agrees to insure that vehicle(s) as a scheduled auto(s) to their auto policy. It is agreed that the Consultant's auto policy will:
 - a. Provide the primary liability insurance for the Borough auto(s) as though the auto(s) were leased auto(s), naming the Borough as an additional insured and loss payee; and
 - b. Provide for physical damage losses (both comprehensive and collision) with a deductible of no more than \$1,000 per accident and naming the Borough as an additional insured and loss payee.

Worker's Compensation and Employers Liability:

- I. Worker's Compensation shall be statutory as required by the State of Alaska. Employers Liability shall be endorsed to the following minimum limits:
 - a. Bodily Injury By Accident - \$1,000,000 each accident;
 - b. Bodily Injury By Disease - \$1,000,000 each employee;
 - c. Bodily Injury By Disease - \$1,000,000 policy limit

Professional Liability:

- I. \$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the Borough of the completed project.
- II. If the professional liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of five years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

Excess Liability:

- I. In order to meet the required minimum limits of insurance it is permissible for the Consultant

to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount on the excess liability or umbrella policy.

- II. Excess liability insurance shall be maintained in effect until final acceptance by the Borough of the completed construction and, for products liability and completed operations, at least five years thereafter.
- III. If the excess liability insurance is written on a claims-made form, the Consultant shall provide insurance for a period of five years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement

Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability, Automobile Liability and Excess Liability

- I. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.
- II. The Consultant's/Supplier's insurance coverage shall be primary and non-contributory as respects to the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be in excess of the Consultant's insurance and shall not contribute to it.
- III. The Consultant's/Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- IV. The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any Subcontractor for the Borough.

Worker's Compensation and Employer's Liability

- I. The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant/Supplier or any Subcontractor/Subsupplier for the Borough

All Insurance

- I. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Consultant's/Supplier's insurer(s) to the attention of the Borough's Risk Manager.

Acceptability of Insurers

- I. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

Verification of Coverage

- I. Consultant shall furnish the Borough with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the Borough. All certificates are to be received and approved by the Borough before the contract is processed. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

- I. Consultant shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all requirements stated herein.