

**Prince of Wales Health Network**  
**Memorandum of Agreement**  
*Amended and Restated November 4<sup>th</sup> 2016*

This Memorandum of Agreement supercedes and replaces the original Memorandum of Agreement effective October 9, 2007, amendment in November 12<sup>th</sup> 2014 and reflects the current status and focus of the Prince of Wales Health Network and the roles and responsibilities of its member organizations as of November 4<sup>th</sup> 2016.

**I. Purpose and Scope**

This agreement is among the participants of the Prince of Wales Health Network, including PeaceHealth Southeast Alaska Region (PHSEAR), Southeast Alaska Regional Health Consortium (SEARHC), Community Connections, and State of Alaska Section of Public Health Nursing (PH), each of which is a distinct and separately owned health care provider entity, hereinafter referred to as the "Network".

The primary purpose of this agreement and the mission of the Network is to build a strong and sustainable network of healthcare organizations collaborating to strengthen the healthcare system on Prince of Wales Island (POW) and increase access to quality health care for all Island residents far into the future. Through collaboration, the Network will become a sustainable and continuing collaboration between the healthcare providers and communities on POW, resulting in optimal health and wellness for POW residents.

**I. Roles of the Prince of Wales Health Network**

- a. Offer leadership in healthcare to POW.
- b. Act as a catalyst for improving healthcare and supporting infrastructure for POW.
- c. Share information and facilitate communication between stakeholders in healthcare on POW.
- d. Initiate discussion about healthcare needs for POW and explore the feasibility of providing additional services.
- e. Leverage members' collective influence to improve the quality of and access to healthcare services on POW.

**II. Responsibilities of All Network Members**

- f. Work collaboratively and cooperatively to fulfill and enhance the mission of the Network.
- g. Provide direction and oversight for the Network Director.
- h. Provide direction and oversight for program evaluation activities.
- i. Provide necessary data including financial and narrative progress reports as required by a granting entity or the Applicant Agency in a timely manner.
- j. Provide an executive-level administration representative and/or a clinical representative to the Network's governing body, the Steering Committee. The Steering Committee will meet at least quarterly in person and may choose to meet more frequently in person or via teleconference.



- k. Take part in identifying and carrying out any additional activities identified by the Network to support the goals and objectives of the Network.
- l. Develop and sign Business Associate Agreements as deemed necessary and considered appropriate by individual Network members.
- m. Attend Network Steering Committee meetings as directed in the Steering Committee's Bylaws.

## II. Additional Financial Commitment Network Members

- a. **SEARHC is committing \$15,000 in cash, and \$10,530 of in-kind support per year from May 1<sup>st</sup> 2017, to April 30th 2020. The in-kind support includes: Clerical Assistant (valued \$1,000); \$2,280 in staff travel costs for SEARHC staff to attend quarterly Network leadership team meetings; production of the required marketing plan in HRSA grant 2017-2020 from our Corporate Communications staff (valued at \$5,000). Host one Network leadership meeting per year (valued at \$250); Meeting space for Network facilitated community meetings (valued at \$1,500); and transportation costs for SEARHC staff to attend Network and Behavioral Health Coalition meetings (valued at \$500).**
- b. **PeaceHealth is committing \$15,000 in cash, and \$6,410 of in-kind support per year from May 1<sup>st</sup> 2017, to April 30th 2020. The in-kind support includes: Clerical Assistant (Value \$1,000); \$2,160 in staff travel costs for PeaceHealth staff to attend quarterly Network leadership team meetings; Marketing materials (valued at \$1,000); Hosting one Network leadership meeting per year (valued at \$250); Meeting space for Network facilitated community meetings (valued at \$1,500); and transportation costs for PeaceHealth staff to attend Network and Behavioral Health Coalition meetings (valued at \$500).**
- c. **Community Connections is committing \$1,000 in cash, and \$4,000 of in-kind support per year from May 1<sup>st</sup> 2017, to April 30th 2017. The in-kind support includes: \$3,000 in staff travel costs for Community Connections staff to attend quarterly Network leadership team meetings; and transportation costs for Community Connections staff to attend Network and Behavioral Health Coalition meetings (valued at \$500); and Usage of Video Conf. Equip (valued \$500).**

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- d. **Alaska Public Health-Alaska Public Health Nursing - Craig is committing in-kind support per year from May 1<sup>st</sup> 2017 to April 30th 2020: The in-kind support includes: Assistance with printing and copying color flyers and documents (\$1,500); transportation costs for Public Health staff to attend Network and Behavioral Health Coalition meetings (valued at \$500); Community Meeting Space (\$1,500) and Professional Public Health Nursing services valued at (\$10,000). Public Health Nursing will pursue the Alaska Nurses Foundation grant opportunities and turn funds awarded over to the POWHN. Total contributions are valued at over \$13,500 of in-kind support per year from May 1<sup>st</sup> 2017 to April 30th 2020.**

### **III. Applicant Agency Responsibilities**

The Steering Committee may select one of its Network participant agencies to serve as an applicant agency on behalf of the Network for purposes of grants or other funding opportunities. The designation of an applicant agency for purposes of grants and other funding commitments will be to serve as the fiscal agent on behalf of the Network. The Applicant Agency may be required to and be responsible for:

- g. Providing fiscal oversight and management of project and / or grant funds.
- h. Providing on-going communication to Network staff and the Steering Committee as required ensuring the effective and complete realization of grant duties and requirements.
- i. Disbursing program funds to the Network and seeking reimbursement from granting sources.
- j. Overseeing and managing outside contractors.
- k. Hiring, supervising and training Network Director

### **III. Reimbursement**

The Applicant Agency will be responsible for distributing program funds to the Network. Funds will be distributed according to the budget approved by the Network Steering Committee, or its designee, and applicant granting entities as appropriate.

### **IV. Compliance with Law**

Network members shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency.

### **V. Hold Harmless Clause**

Each of the parties agrees to be liable for its own conduct and to hold harmless other Network participants with regard to losses therefore. This hold harmless agreement extends to any and all claims, suits or liabilities on account of any act or omission of any Network participant or any of its respective officers, agents or employees. In the event that loss results from the fault of more than one party, each party agrees to be responsible for its percentage of total fault.



SEARHC is a participant in the Alaska Tribal Health Compact and has annual funding agreements with the IHS. As such, claims against SEARHC and its employees, including its employees' action on behalf of SEARHC as provided in 28 U.S.C. 2671, are deemed to be claims against the United States that are covered by the Federal Tort Claims Act (FTCA), 28 U.S.C. 346, 2401 and 2671-2680, pursuant to 42 U.S.C. 25 U.S.C. and 25 U.S.C. 314 of P.L. 101-512, as amended. Further, SEARHC's Alicia Roberts Medical Center (ARMC) is a Federally Qualified Health Center and actions against SEARHC employees are similarly deemed to be claims against the United States that are covered by the FTCA, pursuant to the Federally Supported Health Centers Assistance Act of 1992, 42 U.S.C. §§ 233(a) – (n), § 224 of the Public Health Service Act, P.L. 102-501 and P.L. 104-73, as amended.

The Parties do not represent or warrant that any or every claim against each of them will be covered by the Federal Tort Claims Act or that the United States will agree to defend or indemnify the Parties for any or every such claim. Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all actions of any kind, and from damages of any kind, including administrative proceedings, without limitation, arising out of or caused by any alleged negligent action, inaction, or omission of the Party or its employees or providers, to the extent such claims are not settled, defended or indemnified by the United States pursuant to or under the Federal Torts Claims Act. This Agreement is not meant to, and shall not be interpreted to, create any rights or obligations by either Party or both Parties as to any third party, whether an individual or other private or public entity.

#### VI. **Period of Agreement**


The term of this Agreement shall begin at the time the aforementioned parties have signed this Agreement. Any party may terminate their participation in this Agreement without cause upon thirty (30) days written notice to the other parties. Any party may terminate their participation in this Agreement upon breach by another party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt of the breaching party of written notice of such breach from the nonbreaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:

- a. Network participant closes or discontinues operation to such an extent that this demonstration cannot be carried out adequately.
- b. Termination of the Network.

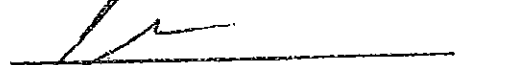
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**VII. Modification: Amendment**

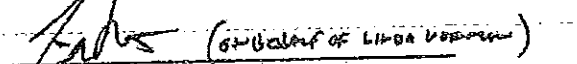
This Agreement, or any of its specific provisions, may be revised by mutual written agreement of all parties signatory hereto, or their respective designees

  
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Ken Tones, CAO / Administrator  
PeaceHealth / Southeast Alaska Region

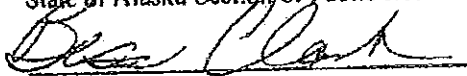
11/10/16  
Date

  
\_\_\_\_\_  
Charles Clement President / CEO  
Southeast Alaska Regional Health Consortium

11/7/16  
Date

  
\_\_\_\_\_  
(on behalf of Linda Worman)  
Linda Worman, Section Chief- Public Health Nursing  
State of Alaska Section of Public Health Nursing

11/10/16  
Date

  
\_\_\_\_\_  
Bess Clark, Executive Director  
Community Connections

11/7/16  
Date