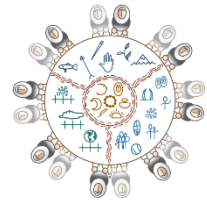




North Slope Borough School District
P.O. Box 169, Utqiagvik, AK 99723

Memorandum of Agreement



Contractor: Behavioral Access Services Purchase Order # _____

Address: 3212 Timberline Court Ketchikan AK 99901
City State Zip

907 663-8397 Jill.Armstrong@accessbxservices.com

Area Code Phone # E-mail Address:

The contractor is required to hold and provide a certificate of insurance that is current for the term of the contract for the following:

■ General Liability Insurance ■ Professional liability / Errors & Omissions ■ Background Check Complete

Federal ID # _____ Or Soc. Sec. #: _____ Alaska Business License # _____

September 21, 2026 June 30, 2027 ■ W-9 Attached ☐ W-9 Submitted Previously
Start Date: (mmddyy) End Date: (mmddyy)

Contractor Maintains confidentiality of student information as per NSBSD Board Policy, state, and federal laws.
Agrees To:

To provide behavior analytic and social-emotional services to students and staff through both in-person visits and distance-based services as required by the NSBSD including but not limited to assessments, treatment plans, behavior intervention plans, reports/recommendations, student-specific coaching/modeling/training, school-wide behavioral coaching/modeling/ training, BCBA supervision, and communication and collaboration with educational and support staff.

On-Site

On-site rates: \$900 per day per consultant for on-site Behavior Analytic and social-emotional services rendered as "contact time" with students, staff, families, and collaborative agencies

- Including but not limited to observations, experimental analysis of behavior, adult behavior skills training, and BCBA supervision for identified students
- Includes weathered-in related delays should consultant(s) be weathered in during transit (in Barrow, Kotzebue or other city/town/village should transit be redirected due to forecast)
- Includes travel days within the district

Off-Site

Distance-based off-site rates: \$700 per day per consultant for distance-based data analysis and document development (including but not limited to: reports, treatment plans, intervention plans, reports/recommendations), remote consultation services required between visits (team meetings, distance-based education, 1:1 or group training sessions), BCBA supervision, advice and support to students and staff.

- To be completed outside of on-site services
- May be rendered via phone, video conferencing, or written correspondence
- Includes travel days to and from Barrow to home location

Documentation and Compliance

- Maintain accurate, timely, and confidential records in compliance with FERPA and HIPAA.
- Provide monthly reports summarizing services delivered and general trends (de-identified).
- Participate in audits or reviews as requested by the District.

- Use a secure telehealth platform accessible on district devices.
- Ensure services can be delivered reliably across rural Alaskan bandwidth conditions.
- Provide training or orientation to school staff as needed to support service access.

- Travel may include but is not limited to Alaska Airlines, Wright Air, and Bering Air, or any other local commuter airline in the North Slope vicinity.
- Note: Consultants will combine and share travel costs across multiple contracts whenever possible (Ex: Kotzebue to Point Hope to work between districts).

- The contractor will arrange and pay for lodging in Anchorage (when necessary due to airline schedules) and be reimbursed after the trip.
- The contractor will arrange and pay for lodging in Barrow and/or Kotzebue if necessary and be reimbursed after the trip.
- Preference given to school-based lodging complete with heat, shower/bathroom, locked and secure space for personal belongings and sleep (typically a classroom). Hotel selection should align with approved NSBSD lodging rates.
- Expenses for lodging incurred as a result of unforeseen travel delays resulting in overnight stays in Anchorage, Barrow, Kotzebue, or any city travel is redirected to in transit will be reimbursed after the trip.
- All transportation needs in Anchorage, Barrow, Kotzebue, or other redirected town including cabs, rideshares, and rental cars will be paid for by the contractor and reimbursed by NSBSD.
- Preference given to school vehicles or school-facilitated transportation.

Upon request, complete and submit a background check. Maintain up to date insurance, AK Business License, Type C certification (Related Service).

- On-site daily rate \$900.00
- # Off-site daily rate \$700.00

NSBSD-MOA (02-06-2024)FINAL

A – GENERAL INFORMATION

1. Per Board Policy 3312, MOAs for more than \$50,000 require prior School Board approval before Contractor provides any service.
2. All MOA's more than \$10K will be presented to the School Board for information purposes.
3. All associated costs, not limited to fees and reimbursable, must be included in the MOA.
4. The account to be charged must be determined and approved by the individual with budget authority prior to submission of the MOA to the Director of Finance or their designee.
5. Prior to the starting date of the contracted services and/or activities, the Contractor and the NSBSD must sign the MOA. The Contractor is not to be given a notice to proceed unless all the appropriate parties have signed the MOA.
6. The District Contact will be responsible for obtaining the contractor's signature and submitting the original MOA to the Director of Finance or their designee
7. The District Contact must approve for payment all contract invoices and receipt documentation prior to submission for payment to the Director of Finance or their designee.
8. When the MOA involves travel paid by the NSBSD; a Travel Requisition must accompany any invoice.
9. MOAs cannot be used for NSBSD employees.
10. Any NSBSD employee who authorizes services prior to the required approvals may be subject to disciplinary actions up to and including termination. (BP 4118 and 4218)

B – CONTRACTOR RESPONSIBILITIES

1. Check the MOA for contents and completeness. If the terms are agreeable, sign the agreement and return to the individual named as the Contact Person.
2. The contractor warrants that where the service requires it, the contractor will carry the required certification for the service and will provide proof of certification with the executed agreement.
3. The contractor agrees that all work products created in the course of the agreement remain the property of NSBSD.
4. The Contractor agrees to uphold confidentiality of all parties associated with this Agreement as outlined in NSBSD Board Policy, State, and Federal laws.
5. Contractor agrees to provide the necessary information to allow NSBSD to complete a district-approved background check of Contractor. Passing of the background check is contingent to the execution of this agreement. NSBSD reserves the right to request a background check at any time throughout this agreement.
6. Contractor will follow the professional code of ethics as defined by National Standards and the State of Alaska Code of Ethics for their area of certification and/or licensing.
7. In accordance with the payment terms set forth on page 1, the Contractor shall submit an invoice with the appropriate documentation (copies of airline tickets, hotel bills, etc.) to the Contact Person for approval of payment. This Purchase Order number must be on the invoice.
8. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
9. A W-9 must be on file with the NSBSD Business Office or submitted with this MOA. If no W-9 is provided, backup withholding of Federal taxes will be withheld as required under federal law, which is presently 29%.
10. The Contractor must provide proof that all required certificates of insurance listed on page 1 of this MOA are current for the term of the contract.
11. The contractor must maintain a current Alaska Business License for the term of the contract.
12. To the extent allowed by law, the Contractor shall indemnify, defend, and hold the NSBSD harmless from any liability resulting from or arising out of the acts of the Contractor in the performance of this MOA.

C – GENERAL TERMS

1. This contract may be terminated by either party with a 30-day written notice.
2. Contractor, is an independent contractor. As an independent contractor, Contractor shall have no right or authority to (a) assume or create any obligation of the District; (b) accept service of legal process

addressed or intended for the District; or (c) bind the District in any manner whatsoever. Contractor shall not be treated as an employee for purposes of employment taxes, income tax withholding, or employee benefits. Contractor is solely responsible for the payment of all applicable federal and state self-employment and income taxes (including without limitation FICA and Social Security).

3. This MOA shall be governed by Alaska law.

I HEREBY ACCEPT THIS MOA AND THE CONDITIONS/PROVISIONS CONTAINED HEREIN.

Any changes in the terms of this MOA must be on an ADDENDUM FROM prior to any services being performed. The ADDENDUM FORM must be approved by all parties.

Director of Finance, NSBSD

Finance Director's Signature

Date (mmddyy)

Superintendent, NSBSD

Superintendent's Signature

Date (mmddyy)

Contractor

Contractor's Signature

Date (mmddyy)

Routing: ☐ Dir. Fin. Svcs. ☐ Supt ☐ Contractor ☐ Contact Person ☐ Admin. Svcs. Dept.