

MEMORANDUM OF AGREEMENT (MOA)
Between
SouthEast Alaska Regional Health Consortium (SEARHC)
In support of the
University of Alaska Southeast School of Career Education (UAS)

A. MOA Purpose:

The purpose of this MOA between **SEARHC** and **UAS** is to establish guidelines for the UAS's School of Career Education and SEARHC to work collaboratively in enrolling students into credit and non-credit courses relating to mental health crisis, peer support, mental health first aid, and suicide prevention training. SEARHC is able to provide funding in order to offer this effort to assist SEARHC's communities, beneficiaries, staff, and / or students through exposure to these important educational courses as described herein.

1. Both Parties Agree To:
 - a. Sponsor and provide Peer Support Professional Training, to include all educational and didactic requirements for Peer Support Professional Certification as outlined by the Alaska Department of Behavioral Health and the Alaska Commission of Behavioral Health Certification and completion of the certifications for Adult Mental Health First Aid and QPR Suicide Prevention.
 - b. Course work will take place over 5 days, beginning Thursday, November 9th through Monday, November 13, 2023, 8:00am-6:00pm.

2. UAS Agrees To:
 - a. Provide all equipment and training materials, including the required content for the State of Alaska Peer Support Professional training requirements, and the certifications for Adult Mental Health First Aid and QPR Suicide Prevention Training.
 - b. Supply UAS qualified instructors through the UAS's School of Career Education and/or School of Arts and Sciences.

3. SEARHC Agrees To:
 - a. Provide adequate classroom space for up to 20 students.
 - b. Cover tuition and related course costs for up to 20 individuals payable to UAS, not to exceed \$7,745.16 in the aggregate.
 - c. Pay to UAS up to \$500 per instructor for travel to and from Sitka, and up to \$800 lodging expenses per instructor, not to exceed 3 instructors. SEARHC will facilitate travel arrangements through SEARHC preferred vendors.
 - d. Participants will be responsible for their own meals, transportation, lodging and all other related costs.

B. MOA Term: This MOA shall become effective as of the latest date of the signatures below and shall be effective until November 14, 2024. The term of this MOA may be extended for additional periods of time upon mutual written agreement of the parties.

C. Program Topics

1. Customized courses. UAS's School of Career Education will create and teach a five-day course specifically for SEARHC, with completion of the training material as outlined above.

2. Academic Credits: Completion of the customized course meets the UAS's School of Career Education course requirements for HUMS S181 Peer Support Professional Training course. Upon completion of the training, each participant is eligible for 3 college credits.

- a. UAS's School of Career Education and SEARHC will promote each training participant in the enrollment into HUMS S181 Peer Support Professional Training course.
- b. The agreed upon tuition rate for HUM S181 Peer Support Professional Training course for up to 20 individuals is described above in Section 3b. Costs (exclusive of travel costs in A.3.c above) are not to exceed this amount (i.e., \$7,745.16 in the aggregate).

D. Instructors

The instructors for the aforementioned courses are faculty members from the UAS's School of Career Education and the School of Arts and Sciences. It is understood and agreed that UAS and its instructors are each an independent contractor with respect to SEARHC, and its instructor(s) are not employees of SEARHC.

E. Participant Eligibility

The parties hereby agree that (i) SEARHC shall select all participants/students participating hereunder; and (ii) there are no prerequisites for the credit and non-credit courses.

F. Schedule

Special course offerings are scheduled according to the availability of instructors and the needs of SEARHC.

G. Location

The course will be taught at 1200 Seward Ave, Community Health Services Building, Sitka, Alaska 99835, located on the SEARHC Sitka Campus.

H. Equipment

UAS agrees to provide all equipment and training materials required for this course.

I. Cost

Cost for the Peer Support Professional Training, Adult Mental Health First Aid and QPR Suicide Prevention Training will be \$7745.16 for 50 hours of training (enrollment for up to 20 students at \$2,000.00, plus administration and instructor fees of \$5306.16, plus \$379 for Adult Mental Health First Aid textbooks, plus \$60 for QPR eBook), plus SEARHC will cover travel costs and lodging for all instructors required to teach these courses per the above-described terms and conditions. Because of this set fee, Peer Support Professional Training will proceed regardless of the number of students SEARHC enrolls.

J. Cancellation or Rescheduling of Peer Support Professional Training

If by mutual agreement UAS and SEARHC agree that there is a need present to change the dates of the training, as identified above, the course will be rescheduled at a date and time agreed upon between both parties.

It will be the responsibility of SEARHC to notify and coordinate with all course participants in the event of cancellation or rescheduling of this course.

K. Payment Terms

An invoice will be prepared and sent to SEARHC upon the start of the Peer Support Professional training course. The billing address for this invoice is **SEARHC Executive Offices, 3100 Channel Drive, Suite 300, Juneau, Alaska 99801, ATTN: Dr. Theresa Shelley**. SEARHC agrees to pay UAS within 30 days of the invoice. Payment will be delivered to the UAS Office of Administrative Services, 11066 Auke Lake Way, Juneau, AK 99801.

L. Administration

- 1. Points of Contact.** The Administrator for the delivery of this course for UAS will be Catherine Pusich, Administrative Manager, School of Career Education, (907)-796-6121. The Administrator for SEARHC will be Dr. Theresa Shelley, (907) 364-4477.
- 2. Nondiscrimination.** UAS is an affirmative action/equal opportunity employer and educational institution and prohibits illegal discrimination against any individual. UAS subscribes to the policy of equal opportunity and will not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. UAS's commitment to nondiscrimination, including against sex discrimination, applies to

students, employees, and applicants for admission and employment. Each party shall abide by its own principles of nondiscrimination in the administration of this MOA and neither institution shall impose criteria which would require the other party to violate its principles of non-discrimination. This MOA will be administered in compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and related regulations, and further shall comply with all applicable federal and state laws, rules, regulations, and Executive Orders. UAS is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; SEARHC agrees to reasonably cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on UAS's statement of nondiscrimination available at <https://www.alaska.edu/nondiscrimination>.

3. **FERPA:** To the extent that this MOA authorizes or requires either party to have access to or facilitates the use, disclosure or redisclosure of any personally identifiable student education records ("Education Records"), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA"), the parties acknowledge and agree that such records will be deemed subject to FERPA, including any limitations on the scope of their use, disclosure, and redisclosure of such Education Records. Pursuant to such obligations under FERPA, the parties agree to hold Education Records in strict confidence and to not use or disclose information from Education Records except as permitted by law and in accordance with the requirements, if any, of this MOA. The parties and their officers, employees, and agents shall use Education Records only for the purposes for which the disclosure was made and solely to the extent necessary to meet the terms and expectations of this MOA. Any other use, disclosure, or redisclosure is strictly prohibited. Likewise, the parties shall not disclose any Education Records to any other third-party without the prior consent required by FERPA or as otherwise permitted by applicable law. The FERPA obligations of the parties shall extend to any contractor or subcontractor of the parties to whom disclosure or use is authorized under law and this MOA. In addition to the FERPA requirements above, the parties agree to comply with any and all applicable state and federal privacy laws, including, but not limited to, the Alaska Personal Information Protection Act, in the handling of any personal or private information made accessible to a party under the terms of this MOA.
4. **Modification:** This MOA may be modified at any time upon written approval of the parties. There may be no changes to the scope of this MOA without written consent of both parties.

M. Evaluation

UAS agrees to provide SEARHC with a final written report upon completion of the course. For participants/students who complete the UAS “education record information release” form authorizing education records to be shared to SEARHC, UAS will supply SEARHC with participant/student attendance records and grade reports. UAS will also supply a de-identified summary of the feedback contained in participant/student course evaluation forms.

N. MOA Integration

This MOA contains the entire agreement conditions between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This MOA shall supersede all previous communications, representations, or agreements, either written or oral between the parties.

Further, all parties agree that this MOA will be fulfilled in compliance with applicable laws and regulations of the State of Alaska. Any amendments to this MOA need to be presented in writing and signed by all parties for acceptance.

O. Miscellaneous:

(i) UAS shall maintain accurate and reliable financial records regarding its provision of services and will make its records and financial statements available to SEARHC or SEARHC’s auditors upon reasonable notice, as necessary for auditing or other compliance activities. UAS will maintain financial records required by this MOA for a minimum of seven (7) years.

(ii) UAS will comply with all federal and state laws and regulations applicable to SEARHC, and to the performance of UAS’s duties, as they may be amended from time to time. In providing services under this MOA, UAS shall not counsel or promote any business arrangement or other activity that violates state or federal law. UAS shall ensure that all employees are properly trained, certified, or licensed in in compliance with federal, state, borough, and city laws, at the time that services are provided.

(iii) UAS certifies that neither it nor its instructors provided hereunder are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”

P. Signatures of Acceptance:

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Cory Ortiz, Dean, School of Career Education
October 17, 2023
Date

DocuSigned by:

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Maren Haavig, Provost, Dean of Research & Sponsored Programs
October 17, 2023
Date

DocuSigned by:

Julie Vigil

October 17, 2023

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Julie Vigil, Director, UAS Office of Budgets, Grants and Contracts

Date

DocuSigned by:

Theresa Shelley

October 17, 2023

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Theresa Shelley, Assistant Director of Substance Use Services, SEARHC

Date