

**THE ANCHORAGE SCHOOL DISTRICT
AND
FRONTLINE HOSPITAL, LLC dba NORTH STAR HOSPITAL**

This contract is entered into by and between **ANCHORAGE SCHOOL DISTRICT**, whose address is 5530 E. Northern Lights Blvd. Anchorage, AK 99504, hereafter referred to as “the District” and **FRONTLINE HOSPITAL, LLC., d/b/a North Star Hospital**, 2530 DeBarr Road & 1500 DeBarr Circle, Anchorage AK 99508, hereinafter referred to as “the Provider”.

WHEREAS, the Provider is a psychiatric residential treatment facility approved and qualified to provide behavioral health and educational services to children and adolescents in Alaska; and

WHEREAS, the Provider and the District wish to enter into a contractual arrangement, as further described herein, with respect providing general education, special education and related services to residents admitted under a physician’s order due to meeting medical necessity for a diagnosed mental illness.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereto agree as follows.

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term of Agreement:** The term of this Agreement will be for a period commencing with the Effective Date and ending on June 30, 2019.
3. **Termination:** This contract may be terminated by the District for Provider’s failure to meet educational achievement goals or fiscal management standards, for a default in any material provision of this agreement or for other good cause related to nonperformance. The District shall provide 90 days written notice to Provider of its intent to terminate this contract and the reason thereof. If the Provider fails to remedy the cause for termination in a reasonable amount of time provided by the District, this contract shall automatically terminate at the end of the stated time. In the event this Agreement is terminated, all monies due shall be paid according to the terms of the Agreement for services provided through the effective date of termination. Any unused funds and all properties remaining shall immediately be returned to the District upon such termination.
4. **Facility:** The Provider shall provide educational services at North Star Behavioral Health facilities.
5. **Modification:** This agreement may be altered or modified at any time by mutual written agreement between the parties.
6. **Admission Policy:** Any school aged resident of the Provider admitted under a physician’s order due to meeting medical necessity for a diagnosed mental illness that is otherwise eligible to attend school may apply for admission to the academic program. The Provider agrees that it shall not discriminate against applicants based upon any of the protected classes, and that it shall provide equal access to

its facilities to all residents in compliance with state and federal law. The Provider shall be nonsectarian, and shall not be affiliated in any respect with any sectarian institution.

7. **Services Description:** The following expresses the parties' mutual understanding with regard to the commitment, cooperation and collaboration involved in this Agreement. The parties shall timely confer on any issues that may affect the delivery of services hereunder and use all reasonable efforts to address and resolve such issues. With regards to the Educational Services ("**Services**") which will be provided at the Facility:

The Provider Agrees:

1. Abide by the Family Education Rights & Privacy Act (FERPA) for confidentiality, and maintenance of educational records;
2. Provide proof that the Provider is approved by the Department of Health and Social Services and licensed under AS 47.32;
3. Provide Alaska licensed Special Education personnel and licensed teachers under AS 14.30.250;
4. Supervise the initiation, amendment and implementation of new and existing IEP's, ILP's and evaluation plans. Administrator will possess a valid administrative certificate under AS 14.30.255
5. Provide academic instruction and related services to the students as referenced in the student's IEP. Provider shall comply with federal law including 20 U.S.C. 1400-1482 (Individuals with Disabilities Education Act);
6. Retain a copy of the student's educational file, including but not limited to, transcript, IEPs, evaluations, disciplinary reports, and awards and commendations for a period of at least one year;
7. Comply with the requirements of the District, including:
 - a. telephone and written notification to the parent/legal guardian and District of any student suspension;
 - b. convening a student's IEP Team to determine if the suspendable behavior is a manifestation of the student's disability;
 - c. except as authorized by the IDEA and the Alaska regulations, not suspending a student for more than ten (10) school days, consecutive or cumulative, without reconvening the IEP team to hold an evaluation to determine whether there has been a significant change in placement;
 - d. providing school information and data to educational and behavioral components for an evaluation, and interim IEP, to the District;
7. Maintain an individual education file for each student which will include meeting notices, re-evaluations, IEPs, progress reports, access to records form, destruction of records forms, and any other pertinent school records;
8. Coordinate with the District re-evaluations and IEP meetings occurring at Provider, and make classroom teachers available for meetings in accordance with the law;
9. Conduct psycho-educational and academic evaluations as determined by the Evaluation & Planning Team;
10. Provide current information for IEP development;
11. Participate in all noticed IEP and re-evaluation meetings;
12. Chair/co-chair with District all IEP and re-evaluation meetings using District forms such as those from the District's Zangle System. Ensure that copies of completed documents are mailed to participants postmarked within ten (10) working days from the date of the meeting;
13. Ensure curriculum alignment with the State of Alaska Content and Performance Standards;

14. Ensure participation in state and federally mandated English Language assessments by ELL students;
15. Advertise, interview, hire, and supervise licensed Alaska teachers, aides, educational interpreters;
16. Maintain monthly communication with the District;
17. Implement the student's IEP to reasonably assure that the IEP goals and objectives are implemented;
18. Assist District in developing transition and reintegration plans;
19. Identify and designate an academic case manager for each student;
20. Measure resident performance through a variety of means; but not limited to progress reports, report cards, progress monitoring assessments, and test requirements in compliance with DEED and District; Provider shall ensure participation in all state and/or district assessments;
21. Notify the District of any student who is truant or who is planning to withdraw from school, and will collaborate with District and parents/guardians/guardians to maintain the student in school or find other educational alternatives;
22. Prepare and send quarterly progress reports to the parents/guardians and the District;
23. Notify the District promptly if a Special Education student appears to be at risk of failure; if the IEP as written appears not to be meeting the student's needs; or if any other problem of significance to the student arises;
24. Provide services based on the traditional District calendar including any extended school year services as outlined in an IEP.

The District agrees to:

1. Provide access to all student records, including copies of current health records, most recent IEP, evaluation records including the most recent re-evaluation, behavioral evaluations, student disciplinary reports, and any other relevant school records and information;
2. Assume financial responsibility for reimbursement and additional IEP related services including employment of individual aides for students with behavioral, medical, or special communication needs, as determined by the IEP;
3. Participate in all noticed IEP and re-evaluation meetings as the District representative. If District cancellation occurs, participation of District representative will be held through telephone conference, or by another member of the IEP team appointed by the District to be the District representative during the meeting;
4. Have shared responsibility for procedural requirements including responding to a complaint in meeting the Individuals with Disabilities Education Act (IDEA) and the Alaska Department of Education Regulations. District acts as the local education agency (LEA) to ensure the delivery of a free and appropriate public education (FAPE);
5. Provide a school calendar.
8. **Compensation:** In full consideration of the performance of the Provider's obligations under this Agreement, the District agrees to pay the Provider _____ less administrative costs for local education agency coordination. The Provider will invoice the District on a monthly basis during the school year. Invoices are due and payable within thirty (30) days of receipt by the District. The provider shall only expend funds received under this section for educational services provided by the Provider. The Provider shall allow audit and inspection of records by state and federal agencies and shall return overpayments.

9. **Receipts and Expenditures:** The Provider shall account for receipts and expenditures by using and complying with the Districts chart of accounts. Provider agrees that it shall comply with all state and federal requirements for receipt of public money.
10. **Liability of Officers:** No officer, member, official, employee or agent of the District or Provider shall be individually or personally liable in connection with this Agreement. Nothing contained in this Agreement is a waiver by either party of governmental and/or qualified immunity provided by law.
11. **Provider's Liability Insurance:** Provider shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate per year. Such coverage shall be effective to cover all services rendered by Provider on behalf of the District whether the claim arises (i) while Provider is still covered by such policy or thereafter, or (ii) after the termination of Provider relationship with District. Upon request, Provider will provide a certificate of insurance to the District. Provider shall advise the District in writing at least ten (10) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Upon termination of this Agreement, Provider shall continue such coverage or shall obtain "tail" coverage to protect the Provider and the District in connection with all actions taken by Provider pursuant to this Agreement.
12. **District Liability Insurance.** The District shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate per year. Such coverage shall be effective to cover all services rendered by the District whether the claim arises (i) while the District is still covered by such policy or thereafter, or (ii) after the termination of the District's relationship with Provider. Upon request, the District will provide a certificate of insurance to Provider. The District shall advise Provider in writing at least ten (10) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Upon termination of this Agreement, the District shall continue such coverage or shall obtain "tail" coverage to protect the District and Provider in connection with all actions taken by the District pursuant to this Agreement.
13. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

To the District:

**Superintendent
Anchorage School District
5530 E. Northern Lights Blvd.
Anchorage, AK 99504**

To Provider:

**CEO or Designee
North Star Hospital
2530 DeBarr Road
Anchorage, AK 99508**

14. **Right of Entry:** Any of the District's officers, employees, subcontractors or agents, providing Services hereunder shall be permitted with reasonable notice to enter upon Provider property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by Provider. Consent to enter upon Provider shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of Provider. The District shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon Provider in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the insurance provisions contained in this Agreement.
15. **Counterparts and Facsimiles:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
16. **Assignment:** This Agreement may not be assigned, delegated or transferred by either party.
17. **No Rights of Third Parties:** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement.
18. **Entire Agreement:** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent other than by an agreement in writing, duly signed by all parties. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties.
19. **Waiver:** The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement, in its Exhibits, or in written notice hereunder.
20. **Independent Contractor Relationship:**

- (A) **Engagement of Provider:** The District engages the Provider as an independent contractor, and not as an employee, to perform the services set forth below, and the Provider hereby accepts such engagement as an independent contractor upon the terms and conditions hereinafter set forth.
- (B) **Independent Contractor Status:** It is mutually understood and agreed that the Provider and the District are at all times acting and performing as independent contractors. The Provider shall be solely responsible for the payment of unemployment compensation, worker's compensation and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to the District or any of its employees or agents, pursuant to this Agreement. Provider may accrue worker's compensation and human resources reserves. In addition, the Provider and its employees shall have no claim under this Agreement or otherwise against the District for any employee benefits of any kind. No relationship, other than independent contractor, is created between the parties. Neither party has any rights as agents, employee, joint venture or partner in the business of the other.

21. Confidentiality, HIPAA and MHPA:

- (A) **Confidentiality:** The District and Provider acknowledge both parties will have access to certain proprietary and confidential information of the other party including, but not limited to, curriculum, student data, and other information physically in the parties' possession, hereinafter referred to as ("Confidential Information"). The District and Provider agree not to use, disclose or divulge, directly or indirectly, any Confidential Information belonging to the other party during the term of this Agreement or at any time thereafter other than in connection with performing services under this Agreement. Each party (the "Disclosing Party") may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning utilization management procedures, patient treatment and/or finances, and such party's earnings, volume of business, methods, systems, practices, plans and other Proprietary Information (collectively, "Confidential Information"). Each party acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall be use its best efforts, consistent with the manner in which is protects its own Confidential Information, to preserve the confidentiality of any Confidential Information which such party knows or reasonably shall know that the Disclosing Party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent subject to state and federal laws.
- (B) **HIPAA and the Mental Health Procedures Act:** The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), a federal law, and the Mental Health Procedures Act ("MHPA"), a state law, require mental health facilities, like the Provider, to take specific steps to protect the confidential mental health information and records created and/or obtained during the course of providing services to patients. To the extent Provider creates records and obtains information concerning District students that is protected by HIPAA and the MHPA, that confidential information will only be disclosed to the

District upon valid authorization. Valid consent must be obtained from the student, parents and/or guardians. Provider will take reasonable steps to obtain authorization for release of information protected by HIPAA and the MHPA.

22. **Entire Agreement:** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent other than by an agreement in writing, duly signed by all parties. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties.
23. **Binding Effects:** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their successors.
24. **Severability:** The parties agree that in the event any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Authorized Signatures

Signature of District Representative

Date

Printed Name of District Representative

Position

Signature of Provider Representative

Date

Printed Name of Provider Representative

Position