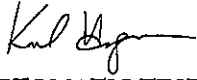

MEMORANDUM

TO: MAYOR JENSEN AND BOROUGH ASSEMBLY
FROM: KARL HAGERMAN, EOC INCIDENT COMMANDER 
SUBJECT: MOA FOR LOCAL FISH PROCESSING WORKER ASYMPTOMATIC TESTING
DATE: 7/1/2020
CC: STEPHEN GIESBRECHT, MANAGER
DEBRA THOMPSON, CLERK

Included in the Assembly packet is a Memorandum of Agreement (MOA) between the Petersburg Medical Center (PMC) and the Borough that would allow for payments to PMC for asymptomatic testing of resident fishing processor workers with CARES funds.

The processors have done an excellent job of isolating and testing incoming transient workers, but the local workforce is now seen as a potential weak point in their efforts to keep COVID-19 away from their plants and businesses. Providing testing services, paid for by the Borough's CARES funds, for this segment of the local industry workers helps them to monitor and mitigate any threats to their workforce and it helps to protect Petersburg's main economic driver through the salmon season. Further, it would demonstrate, in a very meaningful way, that the processors are a most important partner to the Borough and that they that deserve the municipalities support during these most trying of times.

The MOA will cover expenses incurred by the PMC for the testing. These expenses include the following:

- Costs of testing analysis via a commercial lab for approximately 120 resident processing company workers through the salmon season. Estimated cost: \$166,800.
- Costs of PMC staff members registering, collecting and notifying individuals of results. Estimated total cost: \$10,000.
- Costs for packaging and shipping weekly tests to commercial lab. Estimated total cost: \$1,000.

Total estimated value of the MOA with the PMC equals \$177,800.00.

The PMC will enter into separate agreements with each processor to facilitate the working relationship between them for the testing being offered.

The EOC requests approval of the MOA so that testing schedules can be worked out and testing begin as soon as possible.

Thank you for your consideration.



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the Petersburg Borough ("the Borough") and the Petersburg Medical Center ("PMC"), a component of the Borough (each a "Party" or collectively, the "Parties"). The purpose of this MOA is to memorialize how PMC will assist by providing COVID-19 Asymptomatic Testing for Local Employees of Fish Processors located in the Borough in accordance with COVID-19 Testing Services Agreements entered into between the Parties and the Fish Processing Companies.

1. This MOA is intended to detail the Parties' respective duties and responsibilities in providing COVID-19 Asymptomatic Testing for Local Employees of Fish Processors located in the Borough. By executing this MOA, the Parties commit to cooperate so that they may each better serve the Petersburg Borough community members during this Emergency.
2. PMC shall provide the requisite staffing, equipment and materials to perform asymptomatic SARS-COV-2 diagnostic specimen collection and/ or testing of designated Local Employees of Fish Processors located in the Borough. PMC will perform the Screening/Testing in the Respiratory Tents at PMC. More specifically, PMC agrees to perform the following services:
 - SARS-COV-2 specimen collection and processing using PMC staff.
 - Facilitate in the notification of SARS-COV-2 laboratory results at a PMC collection site.
 - Maintain a record of all specimens collected.
3. Reimbursement: PMC shall be reimbursed by the Borough for its expenses hereunder at the following rates, and for the not-to-exceed amount of \$177,800 for services rendered:
 - Packaging and shipping costs: as required for test analysis sent to outside lab: \$100/day.
 - Commercial Laboratory costs other than the State of Alaska Laboratory or state supplied tests: \$150 per test.
 - PMC Staffing: \$50/hour per Full-Time Employee (FTE) (estimated at \$1,000 per week: based on provided numbers, ½ day a week for a total of 20 hrs per week (4 hours x 5 FTEs x \$50).
4. Location: All Screening/Testing under this MOA will be performed by PMC at the PMC Respiratory Tents. It is the sole responsibility of the Fish Processor companies and their

workforce members to make the workforce members available for Screening/Testing at the PMC Respiratory Tents.

5. HIPAA. The Borough acknowledges that PMC is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to protect the privacy and security of individuals' protected health information when testing for COVID-19.

6. Term: This MOA will be in effect beginning on the date that this MOA is executed by both the Borough and PMC until September 4, 2020, unless earlier terminated in writing by either Party, or extended by mutual agreement of the Parties. In the case of early termination, PMC is entitled to be paid for services performed prior to issuance of the notice of termination. This MOA may be amended at any time by mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized representatives.

PARTY NAME

Karl Hagerman, Incident Commander
Petersburg Borough
Date: July ____, 2020

PARTY NAME

Philip Hofstetter, CEO
Petersburg Medical Center
Date: July ____, 2020

COVID-19 TESTING SERVICES AGREEMENT

This **COVID-19 Testing Services Agreement** ("Agreement") is made and entered into as of July _____, 2020 by and between **Petersburg Medical Center** ("PMC"), the **Petersburg Borough** ("the Borough"), and [Name of Fish Processor] ("Employer") (each a "party" and collectively, the "parties").

As part of its efforts in responding to the COVID-19 pandemic, the Borough and Employer desire for certain of Employer's employees ("Employee(s)") to receive certain health screening and testing services provided by PMC, and PMC desires to provide such services as more fully described herein.

1. **Term of Agreement.** This Agreement will commence on July _____, 2020 for an initial term of _____.

2. **Specimen Collection and Processing Services.** PMC will conduct *Polymerase Chain Reaction (PCR)* SARS-COV-2 specimen collection and processing for those Employees designated by Employer ("Services"). The parties acknowledge and agree that, by the very nature of the testing available for the Services in the market, the Services have an inherent error rate, and that PMC cannot guarantee the results of the Services performed.

3. **Payment.** In exchange for the Services, the Borough shall reimburse PMC in accordance with the Memorandum of Agreement executed by the Borough and PMC ("the MOA"). Such reimbursement is being provided by the Borough pursuant to the COVID-19 public health emergency, and does not impose any duties upon the Borough as an insurer, employer or otherwise.

An Employee who also presents with other symptoms or conditions will be provided options for health care providers in a manner consistent with PMC policies and legal requirements; provided, that no term herein shall be interpreted to obligate PMC or the Borough to in any way provide or pay for any services, including health care services, to any Employee beyond the Specimen Collection and Processing Services contracted for hereunder. To the extent any Employee seeks health care services from PMC, PMC shall bill the Employee or Employee's third party payor for such services.

4. **Location.** PMC will provide the Services, subject to availability, at the PMC Respiratory Tents. The parties acknowledge that PMC facilities may occasionally be unable to accommodate a particular request for Services, and PMC shall only be obligated to provide those Services for which PMC reasonably has capacity, supplies, and staffing to provide.

5. **Employer's Additional Obligations.** Prior to designating an Employee to receive testing services under this Agreement, Employer will (i) fully inform such Employee of Employer's applicable Employer medical testing, collection or screening policies and procedures; (ii) obtain appropriate informed consent from such Employee for all testing, collections or screenings; and (iii) provide Employee with a Petersburg 2020 Asymptomatic COVID Test Request Form, in the form attached hereto as Exhibit A, to present to PMC at the time of service. Employer agrees to inform PMC of any special requirements prior to sending an Employee for the Services, however such special requirements shall not increase the costs to be reimbursed by the Borough under the MOA. Employer will notify PMC promptly of any change to Employer's contact information.

6. **Records Ownership/Access.** All medical records created by PMC or its employees in whole or in part under the terms of this Agreement shall be and remain solely the property of PMC. The Borough and Employer acknowledge that PMC is subject to compliance with the patient

privacy protection laws under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (“HIPAA”). No health information, including any return-to-work evaluation, will be provided to Employer without the Employee’s authorization or as required by law.

7. **Confidentiality.** Employer hereby represents and warrants that it will respect the privacy of its Employees and Employer will not attempt to obtain any confidential health information of its Employees from PMC unless authorized in writing by an Employee or required by law.

8. **Termination.** Any party may terminate this Agreement, with or without cause, upon written notice delivered to the other parties. PMC shall be entitled to be reimbursed for the expenses incurred prior to termination.

9. **Insurance.** Throughout the Term, Employer and PMC will maintain (i) comprehensive general liability insurance in amounts of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; (ii) automobile liability insurance coverage with a minimum combined single limit of \$2,000,000; and (iii) workers’ compensation insurance meeting statutory requirements. PMC shall also maintain professional liability insurance, with coverage in accordance with industry standards. Employer and PMC will provide each other and the Borough with a copy of their Certificates of Insurance upon request.

10. **Responsibilities of Each Party.** Each party shall be responsible for its own acts and omissions under this Agreement and shall not be responsible for the acts and omissions of the other parties. Without limiting the foregoing, the parties acknowledge that Employer is solely responsible for ensuring that it complies with all laws related to its business and employment of its own Employees including, without limitation, laws and regulations related to health screenings and any health benefits plans covering Employer’s employees.

11. **No Referrals.** Nothing in this Agreement will be construed to require any referrals to PMC in contravention of any state or federal law. Compensation in this Agreement is intended to be commercially reasonable and consistent with fair market value for services rendered, and will not vary with or take into account the value or volume of referrals or other business generated by the parties.

12. **Compliance with Laws.** Each party hereto shall comply with all applicable federal, state, and local laws, ordinance, and regulations during the Term of this Agreement.

13. **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Alaska, without giving effect to the conflict of laws provisions thereof.

[Signature Page Follows]

Signature Page for COVID-19 Testing Services Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year stated above.

EMPLOYER

By: _____

Name: _____

Title: _____

PETERSBURG MEDICAL CENTER

By: _____

Name: _____

Title: _____

PETERSBURG BOROUGH

By: _____

Name: _____

Title: _____

EXHIBIT A

See Attached



Petersburg Medical Center
 PO Box 589, 103 Fram Street
 Petersburg, AK 99833
 Telephone: (907) 772-4291 Fax: (907) 772-4387

**PETERSBURG 2020
 ASYMPTOMATIC COVID TEST
 REQUEST FORM**

Expected Date of Test: _____ **For more information visit www.pmcak.org/covid-19**

First Name: _____ MI: _____ Last Name: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____
 Phone: (daytime): _____ Evening _____ Email: _____
 Date of Birth: _____ Gender: _____ SSN: _____

Smokeless Tobacco Status (please check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Never chewed tobacco (4) | <input type="checkbox"/> Never used moist powder tobacco (2) | <input type="checkbox"/> Chews tobacco (7) |
| <input type="checkbox"/> User of moist powder tobacco (6) | <input type="checkbox"/> Ex-user of moist powder tobacco (3) | <input type="checkbox"/> Snuff user (5) |
| <input type="checkbox"/> Decline (9) | | |

Smoker Status (please check one):

- | | | |
|--|---|---|
| <input type="checkbox"/> Never smoker (4) | <input type="checkbox"/> Former smoker (3) | <input type="checkbox"/> Current every-day smoker (1) |
| <input type="checkbox"/> Current some-day smoker (2) | <input type="checkbox"/> Heavy tobacco smoker (6) | <input type="checkbox"/> Light tobacco smoker (7) |
| <input type="checkbox"/> Decline (9) | | |

Race (please check one):

- | | | | | |
|------------------------------------|---------------------------------------|--|--|----------------------------------|
| <input type="checkbox"/> Asian (A) | <input type="checkbox"/> White (W) | <input type="checkbox"/> Pacific Islander/Hawaiian (P) | <input type="checkbox"/> Multiracial (M) | |
| <input type="checkbox"/> Black (B) | <input type="checkbox"/> Hispanic (H) | <input type="checkbox"/> American Indian/Alaska Native (I) | <input type="checkbox"/> Other (O) | <input type="checkbox"/> Decline |

Ethnicity (please check one):

- | | | | |
|---------------------------------------|---|--------------------------------------|--|
| <input type="checkbox"/> Hispanic (H) | <input type="checkbox"/> Non-Hispanic (N) | <input type="checkbox"/> Decline (U) | (A completed copy of this form is retained by medical records) |
|---------------------------------------|---|--------------------------------------|--|

CONSENT & RELEASE: I consent to having a nasal swab collected for the purpose of PCR testing for COVID-19. I understand testing will be performed by qualified medical professionals. A negative test result for Covid-19 may indicate you are not infected. You do need to have enough of the virus present for a positive result. If you develop symptoms, please contact your health provider or call the COVID hotline at 772-5788. While waiting for your results, quarantine away from others. You will be contacted by a PMC COVID Hotline nurse with your results. If you do not hear back within three days, please call the hotline.

I understand that the test is not 100% reliable and may, in some cases, indicate a false positive or a false negative. A second test may be recommended under Alaska State Mandates. If there is a positive test result, healthcare practitioners who are directly responsible for my care will be informed of this result so that proper treatment can occur. My identification and results of the tests are confidential and protected against further disclosure to the extent provided by law.

I understand that COVID-19 screening results will be available through **Patient Portal**. Instructions to access this information have been provided to me **today**. I understand that a copy of my results will be included in the PMC EMR (Electronic Medical Records).

I authorize Petersburg Medical Center to send a copy of my test results to the email address designated below:

E-mail Address: _____

I understand that health screening, including “normal values” should not be interpreted as eliminating the need for professional medical care. I further understand that any critical values (those test results requiring immediate attention by the healthcare provider) will be reported to me telephonically at the phone numbers I have provided. **Finally, I understand that I am responsible for getting medical attention if required.**

I will not hold Petersburg Medical Center liable for any incident, act of omission or commission, which arises from health screening or health education.

I have been informed of my rights to receive the “Notice of Privacy Practices”.

I have received a copy of the “Notice of Privacy Practices”

SIGNATURE: _____ **DATE:** _____

A PHOTO ID WILL BE REQUIRED PRIOR TO YOUR COVID-19 TEST