



## HEALTH EQUITY GRANT – KGBSD SCOPE OF WORK

Below is the scope submitted by the District and approved by DPH-EOC:

1. KGBSD has 180 students who will be participating in a surveillance testing program at the Ketchikan High School due to their participation in sports and sports travel as follows:
  - a. Screen all athletes with symptoms per the usual school protocol.
  - b. Screen athletes weekly. (Use of a PCR test to confirm the positive tests.)
  - c. Test coaches and other staff who may participate in sports-related activities with students who may be traveling. (Approximately 50-100 tests per week.)
  
2. Voluntary screening/surveillance testing program for students and their families, with access to molecular testing for those ineligible for antigen screening tests:
  - a. KGBSD will utilize District nurses to conduct as needed antigen testing, as well as to otherwise support the program. Its expected this component will be equivalent to quarter of their time in April & May. Approximately 20-40 tests per week
  - b. KGBSD will utilize testing providers to conduct broad surveillance testing for asymptomatic individuals and PCR testing for symptomatic individuals, those who are possible close contacts, and those who have tested positive with an antigen test. (Approximately 50-100 tests per week.)
  
3. Provide vaccination clinics to District employees, students, and families.



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## KETCHIKAN GATEWAY BOROUGH

### GRANT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Ketchikan Gateway Borough, hereinafter referred to as the "Borough," and the Ketchikan Gateway Borough School District, hereinafter referred to as the "Grantee":

Section 1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth:

- A. "Grant Administrator" means the Borough employee identified in this agreement as the point of contact responsible for administration of this agreement on behalf of the Borough.
- B. "Grantee Representative" means the person identified in this agreement who is: 1) authorized to act on behalf of and bind the Grantee; 2) responsible for communication with the Borough concerning the Project; and 3) responsible for ensuring compliance with the terms of this agreement on the part of the Grantee.
- C. "Payment Schedule" means the timing and frequency of payments under the grant as set out in this agreement.
- D. "Project" means the item to be constructed or service to be provided with the grant funds as described in Exhibit A, Scope of Work.
- E. "Project Match" means any funds or the value of labor and materials provided by the Grantee for the Project.

Section 2. Agreement to be bound.

The Grantee agrees to perform the work described in Exhibit A, which is attached hereto and incorporated by reference as if fully set forth herein. The Grantee represents that it is willing to undertake the Project under the terms of this agreement, and has the capacity to fulfill the obligations set forth in this agreement. Further, the Grantee represents that the individual executing this agreement is authorized to sign on behalf of the Grantee and bind the Grantee to the provisions of this agreement.



### Section 3. Project Funding and Terms of Payment.

- A. The total amount of funds to be provided by the borough under this agreement is not to exceed \$75,000.00. The payment of funds under this agreement is subject to the availability of lawfully appropriated funds.
- B. Payments of grant funds shall be made according to the payment schedule set out in Exhibit B, Payment Schedule, which is attached hereto and incorporated by reference as if fully set forth herein.
- C. The Grantee acknowledges and understands that the funds provided under this agreement are from the Health Equity Grant provided by the Alaska Department of Health and Social Services (DHSS), and as such, may only be used for purposes within the scope as allowed by law and by other state and federal laws restricting use of such funds. The Grantee agrees to only use the funds for these permitted purposes, to defend the Borough as provided below in Section 5 (K) in the event of a challenge to the appropriate use of the funds, to cease spending any of the funds in the event of notification by the Borough that a case has been filed challenging the expenditure of these funds, and to return any unexpended funds should such challenge be successful.
- D. The Grantee hereby agrees that it will use all funds paid to it under this agreement solely for the Project as described in Exhibit A. The Project will be completed no later than December 31, 2021, unless allowed an extension by the Borough. This agreement may only be amended in writing, signed by the authorized representatives of each party.
- E. Grantee acknowledges and agrees to administer this grant per the terms of the Health Equity Grant and this sub-grant which include requirements that grant funds address health disparities by focusing on population groups that have been disproportionately impacted by the COVID-19 pandemic due to external social factors and systemic inequities, and that a minimum of 10% of the funds allocated under this agreement be dedicated to this requirement. In particular, grant funds will be required to be used as follows:
  - 1. To help those who have difficulty accessing testing, COVID-19 vaccine or complying with recommendations from contract tracers.



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2. Increasing testing and vaccinations and outreach to medically underserved populations by providing messaging, and targeted clinics for these populations including but not limited to:

- a. Homeless or marginally housed individuals and families
- b. Low income individuals and families
- c. Non-English or English as a second language individuals and families
- d. Alaskan Native individuals and families

3. Development and/or purchase of COVID 19 testing and vaccination education materials in languages other than English.

F. The Grantee shall maintain records sufficient to account for all funds provided under this agreement.

#### Section 4. Obligations of the Borough

- A. The Borough shall make payments in accordance with the schedule in Exhibit B.
- B. The Borough's participation in the Project is limited to provision of grant funds.
- C. The fact that the grant has been awarded does not obligate the Borough to operate or maintain the Project.
- D. The Borough shall identify a Grant Administrator. The Grant Administrator for this grant is:

Cynna Gubatayao, Finance Director

Ketchikan Gateway Borough

1900 First Avenue, Suite 118

Ketchikan, Alaska 99901

Telephone: (907) 228-6620

E-mail address: cynnag@kgbak.us

#### Section 5. Obligations of the Grantee.

- A. The Grantee shall comply with all terms of this agreement.
- B. The Grantee shall identify the Grantee Representative. For this agreement, the authorized Grantee representative shall be:



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Katie Parrott, Acting Superintendent  
Ketchikan Gateway Borough School District  
333 Schoenbar Road  
Ketchikan, Alaska 99901  
Telephone: (907) 247-2116  
Email address: katie.parrott@k21schools.org

- C. The Grantee will assure that, to the extent consistent with the purpose of the appropriation, the facilities or services provided with the grant will be available for use of the general public.
- D. The Grantee will retain, for a period of six years after the Project has been completed, all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant.
- E. The Grantee will allow the Borough, on request, access to all Project related records, including but not limited to financial records, for the purpose of audit or other procedures to verify compliance with the terms of this agreement.
- F. The Grantee will submit a quarterly grant report in accordance with the report template provided by the Borough to the Borough until the Project is completed, regardless of whether or not expenditures have been made.
- G. The Grantee shall comply with all applicable local, state, and federal laws relating to the Project.
- H. The Grantee shall remain current on all payments for insurance required by this agreement, payroll taxes, workers compensation, and Federal taxes.
- I. The Grantee shall include a provision in any agreements for purchase of goods or services by Grantee requiring the vendor to be current on sales taxes due to the City of Ketchikan and the Ketchikan Gateway Borough, and authorizing the Grantee to withhold funds from payments to the vendor and transmit the payments to the Borough if such sales tax payments are in arrears. Before authorizing payment of any invoice, fee, refund, or charge to a vendor or business for goods or services, the Grantee shall review the current "Listing of Businesses not in Compliance with Borough Sales Tax Ordinances" published by the Borough online with the link on the Borough sales tax page under Delinquent Accounts. The Grantee shall deduct from the amount due to the business by the Grantee such sum, if any, as may be due the Borough from that business for delinquent sales taxes, including penalties and interest on delinquent sales taxes. The amount



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deducted by the Grantee shall be remitted to the Borough in payment delinquent sales taxes, including penalties and interest.

- J. The Grantee, its successors, and assigns, will protect, save, and hold harmless the Borough and its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this agreement, including any claim that the grant violates federal or state law. The Grantee further agrees to defend the Borough and its authorized agents and employees in any litigation; including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Borough or its authorized agents or employees. However, if the claims or damages are caused by or result from the concurrent negligence of (a) the Borough and its agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

#### Section 6. Default and Termination.

- A. Should the Grantee be in a condition of default, upon written notice of default having been provided by the Borough, the Borough may immediately cease making payments under the Grant.
- B. Should the default not be cured within 30 days of the date of notice of default the Borough may terminate the grant agreement and pursue remedies including 1) withholding any further payments under the grant; 2) seeking recovery of any funds improperly expended; and 3) pursuing any other remedies available to it.

#### Section 7. Miscellaneous.



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- A. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this agreement.
  - B. The Borough, by written notice, may terminate this agreement, in whole or in part, for substantial breach of this agreement. On termination for breach, the Borough may seek to recover all monies previously paid to the Grantee under this agreement.
  - C. The effective date of this agreement is the date this agreement is signed by the Borough.
  - D. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered, if served personally, or upon the expiration of forty-eight hours after the time of mailing, if mailed as provided in this section.
  - E. Waiver or Forbearance. The issuance of a payment under this grant by the Borough, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this agreement. No failure on the part of the Borough to enforce a provision of this agreement, nor the waiver of any right under this agreement by the Borough, unless in writing, will discharge or invalidate the application of such provision. No forbearance or written waiver affects the right of the Borough to enforce any provision of this agreement in the event of any subsequent default.
  - F. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

BOROUGH: Ketchikan Gateway Borough  
Attention: Cynna Gubatayao, Finance Director  
1900 First Avenue, Suite 118  
Ketchikan, Alaska 99901

GRANTEE: Katie Parrott, Acting Superintendent  
Ketchikan Gateway Borough School District  
333 Schoenbar Road  
Ketchikan, Alaska 99901



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IN WITNESS WHEREOF, the parties have executed this agreement.

KETCHIKAN GATEWAY BOROUGH

\_\_\_\_\_  
Ruben Duran  
Borough Manager

ATTEST:

\_\_\_\_\_  
Kacie Paxton  
Borough Clerk

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
Cynna Gubatayao, Finance Director

Account # ###-##-####

APPROVED AS TO FORM:

\_\_\_\_\_  
Glenn Brown  
Borough Attorney

GRANTEE SIGNING AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_



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### **EXHIBIT A – Scope of Work**

1. KGBSD has 180 students who will be participating in a surveillance testing program at the Ketchikan High School due to their participation in sports and sports travel as follows:
  - a. Screen all athletes with symptoms per the usual school protocol.
  - b. Screen athletes weekly. (Use of a PCR test to confirm the positive tests.)
  - c. Test coaches and other staff who may participate in sports related activities with students who may be traveling. (Approximately 50-100 tests per week.)
2. Voluntary screening/surveillance testing program for students and their families, with access to molecular testing for those ineligible for antigen screening tests:
  - a. KGBSD will utilize District nurses to conduct as needed antigen testing, as well as to otherwise support the program. Its expected this component will be equivalent to quarter of their time in April & May. Approximately 20-40 tests per week
  - b. KGBSD will utilize testing providers to conduct broad surveillance testing for asymptomatic individuals and PCR testing for symptomatic individuals, those who are possible close contacts, and those who have tested positive with an antigen test. (Approximately 50-100 tests per week.)
3. Provide vaccination clinics to District employees, students, and families.

Based on the current community outbreak that effected students in several schools, the granting agency approved staff to issue a sub-grant to the School District in order to expand testing to District employees, students, staff and family members. In addition to testing, the sub-grant will also allow for vaccination clinics for employees, students, staff and family members, should the District choose to host one. KGBSD shall administer this grant in a manner designed to ensure not less then 10% of the grant funds be used to advance the grant requirements set forth in Section 3.E., above

### **EXHIBIT B – Payment Schedule**

Total Health Equity Grant Funds: not more than \$75,000.00 payable upon submission of documented reimbursement requests.