

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between the Ketchikan Gateway Borough School District, with principal offices located at 333 Shoenbar Road, Ketchikan, Alaska 99901 (“District”) and Creekside Family Health Clinic, Inc., located at 320 Bawden Street Ste. 313, Ketchikan, Alaska 99901 (“Creekside”), each individually also known as a “Party” or collectively as the “Parties”.

WHEREAS the District is a public school district currently working to further develop and implement its plans and operations for the ongoing mitigation of COVID-19, the contagious disease caused by Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);

WHEREAS Creekside is a Ketchikan-based multi-disciplinary general medical practice which operates an in-house CLIA-certified moderate complexity diagnostic laboratory; and

WHEREAS the District desires to contract with Creekside to assist in its COVID-19 mitigation efforts, primarily with the development and implementation of broad range COVID-19 testing program for District staff, District students, and parents of District students.

NOW THEREFORE, the Parties mutually agree as follows:

1. Term

This Agreement shall be executed and commence as of the date first established below by the Parties and continue through January 31, 2022, unless terminated earlier in accordance with the provisions set forth herein. This Agreement may only be extended by the mutual written consent of the Parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason by providing ten (10) days advance written notice to Creekside.

2. Services

In accordance with the provisions set forth herein and the testing protocols established by the District, Creekside shall provide services to the District as requested by District Administration, including but not limited to:

- (a) On-call COVID-19 Molecular-based Testing, Monday through Friday, 9am to 3:30pm, at each school building for symptomatic District students and staff;
- (b) Provide COVID-19 Polymerase Chain Reaction (PCR) or other Molecular-based Testing to individuals designated by the District at such sites as may be designated by the District;
- (c) Provide COVID-19 Antigen Testing to individuals designated by the District at such sites or locations as may be designated by the District;
- (d) Sourcing and procurement of necessary supplies to support the District’s COVID-19 testing goals;
- (e) Logistical planning and assistance services in support of the District’s overall COVID-19 mitigation plan; and
- (f) Any other services as may be specifically requested in writing by the District

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Superintendent or her designee.

3. Compensation

Creekside will bi-monthly invoice the District for services provided in accordance with the provisions set forth herein. The Parties mutually agree that compensation for Creekside's services shall be as established in Exhibit A to this Agreement. All compensation is subject to Board of Education appropriation, not to exceed \$240,000 under this Agreement.

4. Provision of Services

Services provided must be requested by the District and prior approved by the Superintendent or designee. The Superintendent shall provide to the designee of Creekside a list in writing of District personnel who are authorized to request that Creekside provide services to the District in accordance with the provisions set forth herein.

5. Expenses

Except as established in Exhibit A, the District is not responsible for any expenses incurred by Creekside for services provided in accordance with the provisions set forth herein.

6. Qualifications; Compliance

Creekside represents and warrants to the District that Creekside is appropriately licensed, certified, credentialed, and trained to perform within the State of Alaska any and all of the services that may be provided to the District by Creekside in accordance with the provisions set forth herein.

Further, Creekside acknowledges the responsibility to comply with any and all applicable laws, statutes, rules, regulations, or ordinances ("applicable laws") that may be applicable to the performance of services by Creekside under the provisions set forth herein.

7. Insurance; Indemnity

Creekside shall have and maintain for the duration of this Agreement general liability insurance with minimum limits of liability of \$1,000,000 per occurrence and of \$2,000,000 in the aggregate issued by an insurer acceptable to the District. Proof of such an insurance policy shall be made available to the District upon request. Creekside agrees to appear and defend, indemnify, and hold the District, its officers, employees and agents harmless from any and all claims, lawsuits, liabilities, penalties, or fines, including attorney's fees and costs relating to damages or loss during the course of and as a result of Creekside's negligent acts, errors, or omissions.

8. Confidentiality; Consent for Services

Any such confidential information regarding District staff or students, such as Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability

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Act of 1996 (HIPAA) or applicable HIPAA regulations, obtained by Creekside while providing services in accordance with the provisions set forth herein, shall be maintained, preserved, and protected as required applicable laws. Creekside shall be responsible for maintaining all confidential information obtained by Creekside while providing services in accordance with the provisions set forth herein. Creekside is hereby expressly authorized to release such confidential information as is necessary to fulfill its duties and responsibilities under the provisions of this Agreement to 1) approved District staff as designated by the Superintendent, and 2) local, state, and federal health authorities as required by applicable law relating to mandatory report of COVID-19 test results. Confidential information other than PHI obtained by Creekside while providing services in accordance with the provisions set forth herein shall be considered the property of the District.

For services provided on behalf of the District, in accordance with the provisions set forth herein, to District staff and students, the District shall obtain and maintain record of consent for such services, especially COVID-19 testing, to be provided to those individuals. Creekside shall confirm consent for services for each test administered under this Agreement with information provided by the District and shall assist the District in obtaining consent for eligible individuals who have not already provided it in writing to the District prior to testing.

9. Successors and Assigns; Assignment

All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a Party to this Agreement. Creekside shall not assign any of their rights under this Agreement or delegate the provision of services to be performed hereunder without the prior written consent of the District.

10. Legal Jurisdiction

The construction, interpretation, and execution of this Agreement are governed by the laws of the State of Alaska. Any action brought by either party to this Agreement shall be brought to the Superior Court of the First Judicial District of the State of Alaska in Ketchikan.

11. Complete Agreement

This Agreement embodies the complete agreement and understanding among the Parties and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

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IN WITNESS THEREOF, the parties have agreed to and caused this Agreement to be duly executed as of December 2, 2021.

FOR DISTRICT:



Melissa Johnson, KGBSD Superintendent

FOR CREEKSIDE:



Trevor A. Shaw, Vice President

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Exhibit A

Personnel Services	Cost per Hour
Supervising Medical Provider ¹	\$95.00
Program Manager ²	\$60.00
Testing Tech./Medical Assistant	\$45.00
Admin. Assistant ³	\$35.50
COVID Test Processing^{4*}	Cost per Test
Antigen Test (District Provided)	\$3.50
Antigen Test (Creekside Provided)	\$13.50
Cue Tests (District Provided)	\$5.00
Cue Tests (Creekside Provided)	\$45.00
Cepheid PCR Test	\$100.00
BioFire PCR Test	\$185.00
Miscellaneous Costs	Pricing
Vehicle Mileage Reimbursement	\$0.56 per mile
Administrative Overhead	5% of the total cost of each staffing invoice

1 – Work provided by the Supervising Medical Provider shall be in relation to the oversight of COVID testing personnel, oversight and review of COVID collection and testing methods, procedure, and protocols, and to provide such advice that may be deemed “medical advice” and necessitate such role to be filled by a licensed and certified Medical Provider. Estimated hours per week: 1-5.

2 – The role of the Program Manager is as the primary and direct supervisor, coordinator, and point-of-contact for the services to be provided by Creekside under this Agreement. Estimated hours per week: 10-30.

3 – Work provided by the Admin. Assistant shall be in relation to any administrative support not already included in the contracted rates above. Creekside will reach out to the District prior to utilizing the Admin. Assistant to determine if work can be supported by the District directly.

4 – In conducting COVID Testing, Creekside will make its best efforts to prioritize such tests to first be run with District-provided supply prior to Creekside-provided supply, CUE tests prior to use of PCR tests, and Cepheid PCR tests prior to BioFire PCR tests unless workflow and expected turnaround time necessitates the use of BioFire PCR tests. Use of BioFire PCR tests shall be prior approved by the Superintendent or designee.

*** NOTE ON COVID TEST INVOICING:**

On invoices from Creekside to the District for COVID Test Processing, the Parties agree to the following terms of payment:

15% of invoice due within 15 days of receipt; remaining balance due within 60 days of receipt.

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For Reference:

DISTRICT TESTING PROTOCOLS (To Be Added Once Finalized by Superintendent)