

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