



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Tony Prior, Fire Chief

**DATE:** October 26, 2021

**SUBJECT:** **Resolution 2021-66 Professional Service Contract with Dr. Warren**

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The Fire Department was notified by Dr. Justin Warix, the current Medical Director for the Kenai Fire Department and Kenai 911 Dispatch Center, that he has been accepted into a fellowship program for palliative care out of state. We have been extremely happy with the leadership, training, and oversight that Dr. Warix has provided for our departments since the beginning of 2020. He has notified us that he will not be able to function as our Medical Director beginning January 1, 2022.

With the assistance of Dr. Warix, we have found another emergency room physician who is willing and able to take over as Medical Director as is required in State Regulation/Alaska Administrative Code/Title 7 section 26.620 through 26.690. The Medical Director is responsible for the development, implementation, and evaluation of standards and guidelines for the provision of medical direction within the state's EMS system.

An emergency room physician must work closely with EMS agencies and be familiar with medications and procedures performed by Paramedics and EMT's and able to direct protocols for medications and procedures based on current medical practices. We feel that this is a key component to providing the best possible treatment to the residents of Kenai and/or anyone needing medical treatment within our service area. Dr. Angus Warren is willing to take over for Dr. Warix beginning Jan 1, 2022 at the same cost as we are currently paying for medical direction.

The City currently has within its budget the funds to award this contract and the agreed upon cost to provide medical direction for KFD and Dispatch is a fair and equitable price which provides a great service to our departments. I requested a sole-source approval for this contract that was approved by the City Manager as Dr. Warren was recommended by Dr. Warix, Dr. Warren has provided a price proposal that cannot reasonably be improved upon by a competitive process, and Dr. Warren is well suited for the unique role and will likely function well with Departments served.

I respectfully request your approval of this contract.

**PROFESSIONAL SERVICES CONTRACT  
FOR PHYSICIAN SPONSOR OVERSIGHT OF KENAI FIRE DEPARTMENT AND  
911 DISPATCH EMERGENCY MEDICAL CARE**

**PART I: PARTIES**

This contract is between the City of Kenai, Alaska, a municipal corporation in the State of Alaska, hereafter “City” or “COK” and Dr. Angus McRae Warren, MD, licensed as a physician in the State of Alaska, License number 6170, hereafter “Contractor” or “Medical Director”

**PART II: CONTRACT ADMINISTRATION**

All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party’s own risk.

**City:**

Attn: Kenai Fire Chief  
City of Kenai Fire Department  
105 S Willow St  
Kenai, Alaska 99611  
Phone: (907) 283-7666

**Contractor:**

Attn: Angus Warren, MD  
PO Box 117  
Kasilof, Alaska 99610  
(907) 398-2201

**PART III: CONTRACT DESCRIPTION**

This contract is a Professional Service Contract for Physician Sponsor Oversight of Emergency Medical Care for the Kenai Fire Department and 911 Dispatch.

**PART IV: SCOPE OF WORK**

- A. Contractor shall carry out in a professional and prudent manner all of the services required by this Contract. Contractor agrees to provide all services in a timely and responsible manner. Contractor agrees to fulfill the Medical Director responsibilities set out in 7 AAC 26.620 – 7 AAC 26.690, and to provide the following services:
1. Oversight of all emergency medical care provided by Emergency Medical Technicians (EMT’s) and Paramedics employed by the City of Kenai and working as a registered member of City of Kenai Fire Department with the State EMS Unit.
  2. Approval of continuing medical education program for each sponsored EMT holding a current State of Alaska EMT Certification, as well as each Paramedic holding a State of Alaska MICP License and National Registry Paramedic License.
  3. Approval of Expanded Scope Medications, Procedures, and Training Program to implement Expanded Scope of Care for EMT’s. The Medical Director will work directly with the City of Kenai Fire Department (KFD) Training Officer to formalize a training plan that will be submitted to the State of Alaska EMS Unit for approval.
  4. Quality assurance will be accomplished through evaluation of written medical incident reports. Initial review of all medical reports will be conducted by Peer Review from City of KFD members. The Medical Director will review incident reports and select significant reports for review at quarterly run-review training with department members.

5. The Medical Director must approve any new medical device, techniques or educational programs before they are used and/or placed into service, and shall provide KFD with his/her review within a reasonable time frame.
  6. The Medical Director will be the communications liaison between COK and Central Peninsula General Hospitals Emergency Room Physicians.
  7. The Medical Director shall provide quarterly run-reviews, of which, two shall include review of medical skills verification and training at KFD or at Kenai Peninsula College Paramedic Lab. KFD Training Office will be responsible for coordinating and scheduling dates and venues for training and run reviews. Run reviews shall be no less than 2 hours of review and training per session.
- B. Contractor shall also function as the Medical Director for City of Kenai 911 Dispatch and will provide all services required of a Medical Director by 7 AAC 26.655, and provide the following services.
1. Approval and oversight of IAED priority dispatch system for use by Emergency Medical Dispatchers (EMD's).
  2. Provide indirect supervision of medical triage decisions and treatment instructions provided by EMD's.
  3. Periodically review on at least an annual basis, a sample of medical triage decisions and treatment instructions provided by EMD's to callers.
- C. COK, by and through the KFD, agrees to the following:
1. COK will be responsible for the premium cost of medical malpractice insurance for a Sponsoring Physician Program, including training and EMS Medical Direction CME. Beginning January 1, 2022, KFD will reimburse the Medical Director for registration, airfare, lodging, per diem, and transportation to annual NAEMSP meetings and State of Alaska Annual Statewide EMS training, not to exceed \$3500.00 per year.
  2. KFD will pay the Contractor's membership fees for the Association of EMS Physicians in an amount not to exceed \$325.00 per year.
  3. KFD Training Officer will be responsible for scheduling dates of training as well as scheduling venues for training to accomplish the goals and requirements of the medical education program. This includes: EMT Refreshers, Paramedic Refreshers, ACLS and PALS training, Expanded Scope training and BLS training.
  4. KFD will provide the Medical Director with limited clerical support, including: light typing, photocopying, and AV equipment set-up.

## **PART V: TERM**

The commencement date of this contract is effective as of January 1, 2022 and shall terminate on June 30, 2022 unless the City exercises option to renew. COK and Contractor may opt to renew this contract for up to three one-year terms. Should the COK and Contractor elect to renew, the contract terms shall remain unchanged absent written agreement to do otherwise signed by both parties. Should the COK choose to exercise its option to renew, it will give the Contractor notice, in writing, no less than 30 days prior to the end of the existing contract's termination date. If no notice is given and contract is not otherwise terminated contract shall proceed on month to month term.

## **PART VI: COMPENSATION AND TERMS OF PAYMENT**

COK agrees to pay Contractor the total amount of \$6,000.00 per year for work provided as Physician Sponsor of City of Kenai Fire Department. In addition, COK agrees to pay Contractor the total amount of \$1000.00 per year for work provided as Physician Sponsor of City of Kenai 911 Dispatch Center. Total annual cost equal to \$7,000.00 in equal installments of \$583.33 per month starting on January 1, 2022. The first term of this contract from January 1, 2022 through June 30, 2022 shall be prorated to \$3,500.

#### **PART VII: CONTRACTUAL RELATIONSHIP**

The parties intend that an independent Contractor relationship is created by this contract. COK is interested only in results to be achieved as provided in this contract. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of COK for any purpose, and the employees of Contractor are not entitled to any benefits that the COK provides for the City's employees. COK does not agree to use the Contractor exclusively. Contractor does not agree to work for the City exclusively.

#### **PART VIII: PERSONNEL, EQUIPMENT AND SUPPLIES**

- A. Except as noted otherwise in this contract, Contractor represents that he/she has or will secure at their own expense, personnel, equipment, and supplies required in performing the services described in this contract.
- B. All of the services required hereunder by Contractor will be performed by Contractor.
- C. None of the work or services covered by this Contract shall be subcontracted without prior written approval of COK.
- D. Contractor is to be considered a Business Associate for the purpose of compliance with Health Information Portability and Accountability Act (HIPAA), and will conform to all requirements of said act in the performance of services required by this contract.

#### **PART IX: CONTRACTOR QUALIFICATIONS**

Contractor warrants that he/she is fully qualified and is licensed under all applicable local, state, and federal laws to perform his/her obligations under this contract. Contractor warrants that he/she is and will remain while providing services hereunder, fully licensed as a physician under all applicable local, state, and federal laws.

#### **PART X: CHANGES**

The COK may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract, unless the work or material is ordered in writing by the COK.

#### **PART XI: NO ASSIGNMENT OR DELEGATION**

The Contractor may not assign or delegate any interest in this contract without the prior written consent of the COK. Contractor may assign his/her rights to any payment under this contract without prior written consent of COK; however, notice of any such assignment or transfer shall be furnished promptly to the COK by Contractor.

## **PART XII: TERMINATION**

The COK may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the COK. In the event that this contract is terminated by the COK for convenience, by mutual agreement of parties, or by default of a material condition, the COK is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of termination.

## **PART XIII: RECORDS RETENTION**

The COK requires and maintains a records retention policy to comply with state and federal laws. The Contractor shall maintain records and provide in a reasonable time, records and financial documents relating to the performance of this contract for a minimum period of 7 years, or the resolution of any audit findings, claims or litigation related to this contract necessitating a longer period.

## **PART XIV: EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under the agreement with contractors or subcontractors.

## **PART XV: COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted, and must obtain all required licenses, permits, and registrations regulating the conduct of business with the State of Alaska and the City under this contract.

## **PART XVI: CONFLICT OF INTEREST**

Contractor warrants that no employee or officer of the COK has violated the conflict of interest provisions of COK Code or Ordinance regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of the City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay, inform the COK Attorney or City's representative for this contract.

## **PART XVII: INDEMNIFICATION**

Contractor agrees to defend, indemnify, and hold harmless COK, its employees, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgement, or verdict, and includes the award of any attorney fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against COK relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. COK shall notify Contractor in a timely manner of the need for indemnification, but

such notice is not a condition precedent to Contractor’s obligations and may be waived where the Contractor has actual notice.

**PART XVIII: OWNERSHIP OF DOCUMENT**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the COK and may be used by the COK for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws for documents and procedures established in the performance of this contract. The Contractor, for the period of 5 years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the COK. Unless otherwise directed by the COK, the Contractor may retain copies of all the materials.

**PART XIX: IDENTIFICATION OF DOCUMENTS**

All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the COK, shall carry a COK or KFD notation or logo as directed by the COK.

**PART XX: CHOICE OF LAW; VENUE**

This contract shall be governed by the laws of the State of Alaska. Venue shall be in the State of Alaska, Third Judicial District in Kenai.

**PART XXI: CONTRACT EXECUTION**

Contractor and City represent that the person signing below on each parties respective behalf have the authority to do so and that it is a valid and binding contract enforced in accordance with its terms.

<b>City:</b>	<b>Contractor:</b>
Date: _____	Date: _____
By: _____	By: _____
Paul Ostrander, City Manager	Angus McRae Warren, MD

Content Approved by: \_\_\_\_\_, Fire Department

Content Approved by: \_\_\_\_\_, Police Chief

Form Approved by: \_\_\_\_\_, City Attorney