



1010 W Northern Lights Blvd, Anchorage, AK 99503  
(907) 562-6449 FAX: (907) 562-9893 www.sremsc.org

## **CONTRACT FOR SERVICES Contract No. 2022-05**

This contract, effective as of the 18<sup>th</sup> day of October 2021, between Southern Region Emergency Medical Services Council, Inc. (Hereinafter called "SREMSC") and the Kenai Peninsula Borough, on behalf of the Nikiski Fire Service Area (hereinafter called the "Contractor").

WITNESSETH that:

Whereas SREMSC is entering into this contract by sole source because this is an emergency subcontract for professional services under a State of Alaska grant project (7 AAC 78.180).

Whereas the Contractor is willing to undertake the performance of this contract under the terms of the contract.

Whereas, the SREMSC has authority to enter this contract by authority of its Board of Directors.

NOW THEREFORE, the parties hereto agree as follows:

### **ARTICLE I. THE SERVICES TO BE PERFORMED:**

The Contractor will provide Mobile Integrated Health for all the communities, both Native and non-Native, in the area serviced by the contractor.

The Contractor will perform the following activities submitted in the Mobile Integrated Health Program Aiding in Emergency Department Decompression contract proposal and approved by Southern Region EMS Council Inc. and State of Alaska Office of EMS to cover MIH Program Requirements:

1. Integrate EMS system with the healthcare system, with efficient bidirectional sharing of patient health information.
2. Collaborate with stakeholders to meet local community needs.
3. Develop a patient-centered holistic approach focused on the improvement of patient outcomes.
4. Work together with existing healthcare systems or resources within the local community
5. Collect and analyze data to develop evidence-based performance measures
6. The Contractor shall abide by all DHSS Grant Regulations regarding grant programs (7 AAC 78.010 through 78.320).
7. The Contractor will provide SREMSC progress reports within fifteen (15) days following the end of each month in the format provided by SREMSC.
8. The Contractor shall not use any of the funds distributed under this contract for purposes of lobbying before the Alaska Legislature.

9. Reporting: SREMSC will only provide release of funds as described in this document as well as will take into consideration any future awards in this or coming fiscal years, based upon SREMSC's evaluation of the timeliness, accuracy, and adequacy of all components of the Contractor's monthly reporting.
10. The Contractor will comply with any special conditions appended to this contract.

SREMSC agrees to provide technical assistance to the Contractor on an as-needed basis subject to the availability of time and funds.

**ARTICLE II.  
THE PERIOD OF PERFORMANCE:**

The period of performance under this contract shall commence on October 18, 2021 and expire on December 31, 2022. Based on available funds the project may be extended.

**ARTICLE III.  
SREMSC SAVED HARMLESS:**

(a) Subject to lawful appropriation of funds by the Kenai Peninsula Borough Assembly, the Contractor shall indemnify and hold harmless SREMSC from and against all loss, damage, fines, expenses, actions and claims for injury to persons (including injury resulting in death) and damage to property ("Claims") arising out of or in connection with the Contractor, its agents' or employees' discharge of its duties and responsibilities as specified in this Agreement (including, without limitation, third party Claims and Claims by the Contractor subcontractors in respect of non-payment of such subcontractor's fees) except to the extent such injury or damage is caused or contributed to by the negligence of SREMSC, its agents or employees.

(b) SREMSC shall indemnify and hold harmless the Contractor from and against all Claims arising out of or in connection with SREMSC's, its agents' or employees' discharge of its duties and responsibilities as specified in this Agreement, except to the extent such injury or damage is caused by or contributed to by the negligence of the Contractor, its agents, or employees.

**ARTICLE IV.  
TERMINATION:**

Either party may terminate this contract in whole or in part thirty (30) days following receipt of written notice of intent to terminate. The SREMSC shall be held liable only for payment provisions of this contract for services rendered prior to the effective date of termination.

**ARTICLE V.  
NO ASSIGNMENT:**

The Contractor shall not assign this contract, or any part thereof, or any right to any of the moneys to have paid him thereunder, nor shall any part of the work done, or materials furnished be sublet, except with the written consent of the SREMSC.

**ARTICLE VI.  
INDEPENDENT CONTRACTOR:**

The Contractor shall act in an independent capacity and not as officers or employees or agents of SREMSC in the performance of this contract.

**ARTICLE VII.  
AVAILABILITY OF APPROPRIATION:**

This agreement is subject to the availability of appropriation to the SREMSC by the State of Alaska, Department of Health & Social Services.

**ARTICLE VIII.  
PAYMENT OF TAXES:**

As a condition of performance of this contract, the Contractor shall pay all Federal, State and Local taxes incurred by the Contractor.

**ARTICLE IX.  
WORKERS COMPENSATION COVERAGE:**

The Contractor, if subject to the provisions of the Alaska Workers Compensation Act, shall provide SREMSC with proof, furnished by the insurance carrier, of current coverage by workmen's compensation insurance with an insurance company or association authorized to transact the business of the Workers Compensation Board, or a current certificate of self-insurance by the Alaska Workers Compensation Board.

**ARTICLE X.  
EQUAL EMPLOYMENT OPPORTUNITY:**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical or mental disability, gender, or any other status or condition described in AS 18.80.220. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruiting advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

**ARTICLE XII.  
CONSIDERATION:**

Provided that the appropriation received by SREMSC to fund this project is not revoked, rescinded, or reduced, SREMSC shall pay the contractor, in full consideration of the Contractor's performance hereunder:

An total award amount of \$133,594.50 will be paid in monthly installments at a daily rate of \$1,781.26 per the attached Intent to Award Letter.

Payment will be monthly, based upon receipt of program reports.

IN WITNESS WHEREOF, the parties have executed this contract.

CONTRACTOR:  
KENAI PENINSULA BOROUGH on behalf of  
Nikiski Fire Department

SREMSC:  
Southern Region EMS Council, Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: Charlie Pierce

Print Name: Michael M. Forcier

TITLE: \_\_\_\_\_

Title: Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
**Print Name: Stewart Trent Burnett**

**Title: Chief, Nikiski Fire Department**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name: Dr. Michael Levy**

**Title: KPB Medical Director**

**Date:** \_\_\_\_\_

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