

SUBJECT: ASSEMBLY APPROVAL OF A CONTRACT EXTENSION OF THE CURRENT MEDICAL DIRECTOR CONTRACT (16-125P) FOR DR. THOMAS CHECK FOR ONE YEAR BEGINNING JULY 1, 2021, THROUGH JUNE 30, 2022, FOR AN ANNUAL AMOUNT OF \$150,000.



AGENDA OF: June 15, 2021

ASSEMBLY ACTION:

approved under the consent agenda. 6.15.21 KBJ

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator	CL	
	Purchasing Officer		
	Emergency Services Director	KB	
	Finance Director		
	Borough Attorney	NS	
	Borough Clerk	AM 6/7/21	KBJ

ATTACHMENT (S) : Fiscal Note: Yes ☒ No ☐
Copy of Medical Director Contract (24 pp)

SUMMARY STATEMENT:

On August 2, 2016, with AM No. 16-058 the Borough Assembly approved the award of the Medical Director contract to Dr. Thomas Check for the contract period of two years, with three one year extensions. The annual contract amount was \$150,000 and all three year extensions were used for a total contract period of July 1, 2016 through June 30, 2021 and a total contract amount of \$750,000.

The purpose of the Medical Director is to act as the designated

Medical Director and Sponsoring Physician of record for the Matanuska-Susitna Borough Emergency Medical Services Division. This scope encompasses acting as the sponsoring physician of record for all Borough Emergency Medical Services personnel authorized to practice medical care and to provide leadership, evaluations, oversight of patient care performance, and provide guidance where there is a question of error in clinical judgement or patient care. Among many other things, the Medical Director also works in collaboration with Borough Emergency Medical Services Division to periodically design, revise, edit, condense, and certify Medical Standing Orders / Protocols under which all Borough EMS personnel practice.

Administration is requesting a one year extension of the current contract to allow for time to revise the scope of services in the existing contract and to develop a revised request for proposals with services beginning on July 1, 2022.

RECOMMENDATION OF ADMINISTRATION:

Assembly approval of a contract extension of the current Medical Director Contract (16-125P) for Dr. Thomas Check for one year beginning July 1, 2021 through June 30, 2022 for an annual amount of \$150,000.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: June 15, 2021

SUBJECT: Assembly approval of a contract extension of the current Medical Director Contract (16-125P) for Dr. Thomas Check for one year beginning July 1, 2021 through June 30, 2022 for an annual amount of \$150,000.

ORIGINATOR: Ken Barkley

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>(YES)</u> NO
AMOUNT REQUESTED <u>\$150,000</u>	FUNDING SOURCE <u>Emergency Svcs. Operations Budget.</u>
FROM ACCOUNT # <u>100.100.334 426.900</u>	PROJECT
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Cheryl Westad</u>	CERTIFIED BY:
DATE: <u>5/28/21</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Personnel Services						
Travel						
Contractual		<u>150.0</u>				
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING		<u>150.0</u>				

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund		<u>150.0</u>				
State/Federal Funds						
Other						
TOTAL		<u>150.0</u>				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
DEPARTMENT: Chapman Hunkel DATE: _____
APPROVED BY: _____ DATE: 5/28/2021

PROFESSIONAL SERVICES AGREEMENT

FOR

#16-125P, MEDICAL DIRECTOR SERVICES

THIS AGREEMENT made and entered into this 30th day of August 2016, by and between the **MATANUSKA-SUSITNA BOROUGH** and **THOMAS CHECK, MD, LLC.**

Section 01 Definitions

In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough.
- B. The term "Medical Director" means Thomas Check, MD, LLC.
- C. The term "Manager" means the manager of the Matanuska-Susitna Borough or his authorized representative.

Section 02 Employment of Medical Director. The Borough hereby agrees to engage the Medical Director and the Medical Director hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

The Medical Director shall perform all the services described in Appendix "A," entitled Scope of Services, subject to and consistent with the terms of Appendix "A".

Section 04 Personnel.

- A. The Medical Director represents that no personnel other than the Medical Director and relief Medical Director referenced in Section 14C of this agreement will perform services under this agreement.
- B. All of the services required by this agreement will be performed by the Medical Director and relief Medical Director, who shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Borough will provide office space on an as needed basis to the Medical Director at the Station 5-1. Medical Director may use the clerical personnel at that facility to assist in their duties under this agreement, subject to the availability of such personnel.

Section 05 Time of Performance

The services of the Medical Director shall terminate on June 30, 2018. This contract may be extended for three additional one-year terms subject to annual appropriation by the Borough Assembly based on mutual written agreement.

5 year contract: July 2016 - June 2021

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Section 06 Compensation

A. Subject to the provisions of this agreement, the Borough shall pay Thomas Check, MD, LLC a total sum as set forth in Appendix "B", attached hereto and incorporated herein by reference for services required by this agreement.

B. Insurance. The Borough shall provide Professional Liability coverage for the Medical Director's actions that are the sole and direct result of the Medical Director's performance under the terms of this agreement. Such coverage shall not extend to any other activities, or actions by the Medical Director in the course of their duties as a physician. The Borough further agrees to save and hold harmless the Medical Director and Relief Medical Director from liability for negligence including costs and expenses, as a result of Thomas Check, MD, LLC, actions on behalf of the Borough.

C. The Medical Director agrees to provide for himself auto liability in the amount of \$100,000 combined single limit per accident for bodily injury and property damage.

D. Except as otherwise provided in the agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Medical Director in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Medical Director may incur in the performance of its obligations under this Agreement have already been included in computation of the Medical Director's fee and may not be charged to the Borough.

Section 07 Method and Time of Payment

A. The Borough will pay to the Medical Director the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Medical Director's professional services, not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) PER FISCAL YEAR.**

B. It is expressly understood and agreed, that in event of termination of the Medical Director under Section 8, the total compensation shall be pro-rated based on the amount of time worked.

Section 08 Termination of Agreement for Cause

If, through any cause, the Medical Director shall fail to fulfill in a timely and proper manner his obligations under this agreement or if the Medical Director shall violate any of the covenants, agreements, or stipulations of this agreement, the Borough shall thereupon have the right to terminate this agreement by giving written notice to the Medical Director of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Medical Director under this agreement are the property of the Borough and shall be delivered to the Borough by or upon the effective date of termination. The Medical Director shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this agreement and the other terms of this agreement.

Section 09 Termination for Convenience of Borough

The Borough may terminate this agreement at any time by giving written notice to the Medical Director of such termination and specifying the effective date of such termination. In that event, all finished and unfinished documents and other materials as described in paragraph 8 above shall become the property of the Borough.

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Section 13 Interest of Members of Borough and Others

No officer, member or employee of the Borough and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 14 Assignability /Relief Medical Director

- A. The Medical Director shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Borough, thereto; provided, however, that claims for money due or to become due to the Medical Director from the Borough under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer shall be furnished promptly to the Borough.
- B. The Medical Director shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval of the Borough.
- C. The Medical Director may select a relief Medical Director to act when the Medical Director is unavailable. Selection of the relief Medical Director is subject to written approval of the Borough. The relief Medical Director shall execute an ancillary agreement requiring compliance with the qualifications, terms, and conditions of this agreement. The Borough's approval of the relief Medical Director is not effective unless the ancillary agreement is executed by the Borough and the relief Medical Director.

Section 15 Interest of Medical Director

The Medical Director covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Medical Director further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 16 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Medical Director under this agreement which the Borough requests to be kept confidential shall not be made available to any individual or organization by the Medical Director without the prior written approval of the Borough.

Section 17 Official Not to Benefit

No members of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this agreement. No member of the Legislature or officer of the State of Alaska or the Borough shall be admitted to any share or part hereof or to any benefit to arise from this agreement.

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Section 18 Audits and Inspections

No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement.

Section 19 Audits and Inspections

At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this agreement and will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all agreements, invoices, materials, payroll, records or personnel, conditions of employment, and other data relating to all matters covered by this agreement.

Section 20 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The Law of the State of Alaska shall govern the rights and obligations of the parties.

Section 21 Non-Waiver

The failure of the Borough at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

Section 22 Permits, Laws and Taxes

The Medical Director shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this agreement. All actions taken by the Medical Director under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Medical Director shall pay all taxes pertaining to its performance under this agreement.

Section 23 Relationship of the Parties

The Medical Director shall perform its obligations hereunder as an independent contractor/consultant of the Borough. The Borough may administer this agreement and monitor the Medical Director's compliance with this Agreement but shall not supervise or otherwise direct the Medical Director except to provide recommendations and to provide approvals pursuant to this agreement.

Section 24 Integration

- A. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

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- B. The following documents are incorporated in full text or by reference into this Agreement:

FULL TEXT	REFERENCE
Submittal Page	Matanuska-Susitna Borough Business License
Appendix 'A' Scope of Services	State of Alaska Business License
Appendix 'B' Fee Schedule	Professional License
Certificate of Insurance	Addendum(a) issued

Section 25 Defense and Indemnification

- A. The Director, Department of Emergency Services, or his designee, will be the representative of the Borough administering this agreement.
- B. The services to be furnished by the Medical Director shall be administer, supervised, and directed by Thomas Check, MD, LLC.

Section 26 Interpretation and Enforcement

This agreement is being executed by the parties following negotiations between them. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 27 Understanding

The Medical Director acknowledges that the Medical Director has read and understands the terms of this agreement, has had the opportunity to review the same with counsel of their choice, and is executing this agreement of their own free will.

Section 28 Severability

If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect.

Section 29 Notices

Any notice required pertaining to the subject matter of the agreement shall be personally delivered or mailed by prepaid first-class mail to the following address:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Medical Director: 4380 East Crane Road, Wasilla, Alaska 99654

Section 30 Medical Directors' Violations of Tax Obligations

- A. Any consultant in arrears on a Borough obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Borough of the delinquency.

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B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.

C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under a Agreement between the Borough and the same.

Section 31 Flow Down Provisions

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant and any sub-consultants agree to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

Section 32 Contracts Enforceable Against the Borough (MSB Code 3.08.120)

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

Section 33 Fund Verification

Fund source and verification of funds for this project:

Funding Source: In accordance with Purchase Order 2017-1279.



8-9-16

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MATANUSKA-SUSITNA BOROUGH

THOMAS CHECK, MD, LLC

Rustin M. Krafft
RUSTIN M. KRAFFT
Purchasing Officer

Thomas Check
Title: THOMAS CHECK, MD

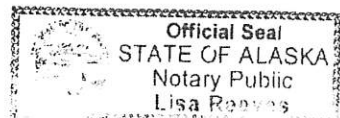
STATE OF ALASKA

Third Judicial District

On August 30, 2016, Thomas Check personally appeared before me,

1. ☐ who is personally known to me
2. ☒ whose identity I proved on the basis of AKDL 7012283
3. ☐ whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the **Agreement for #16-125P, Medical Director Services** and he/she acknowledged that he/she signed it.

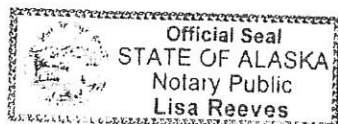


Lisa Reeves
Notary Public
My Commission expires: 9-27-17

STATE OF ALASKA

Third Judicial District

On August 30, 2016, RUSTIN M. KRAFFT, Purchasing Officer, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the Matanuska-Susitna Borough.



Lisa Reeves
Notary Public
My Commission expires: 9-27-17

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AUTHORITY TO SIGN

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APPROVAL AND SIGNATORY AUTHORITY
ON BEHALF OF THE
MATANUSKA-SUSITNA BOROUGH

AUTHORITY OF THE PURCHASING OFFICER

MSB Code 3.08.150 states

All borough contracts for supplies, services, professional services and construction, and any amendments to the contracts shall be signed by the manager or the purchasing officer.

MSB Code 3.08.170 CONTRACT AMENDMENTS; ASSEMBLY APPROVAL states

- (A) *Contract amendment shall not be used to avoid procurement by the competitive procedures establish under this title.*
- (B) *Except for emergency procurement authorized under MSB 3.08.200, contracts for supplies, services, profession services and construction may be amended by the manager or the purchasing officer with the approval of the assembly, as set forth in MSB 3.08.161, only for the following reasons:*
- (1) *to change the quantity order or date of delivery under contract for supplies, where necessary to meet unforeseen borough requirements;*
 - (2) *to change the quantity of services or professional services to be rendered, or to change the scope of a project under a contract for services or professional services where necessary to meet unforeseen changes in borough requirements;*
 - (3) *to change the scope of a project or the scope of services or professional services under a construction contract to meet unforeseen borough requirements, or to change the specification under a construction contract because unforeseen conditions render the original specification impracticable;*
 - (4) *to change the time for completing a project under a contract for services, professional services or construction;*
 - (5) *to correct an error in contract specifications made by the borough in good faith or to resolve a good faith dispute between the borough and a contractor as to a party's rights and obligations under the contract; and*

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(6) to change administrative provisions of a contract without materially altering the contract terms governing the quantity or quality of supplies, services, professional services or construction furnished the borough.

For these purposes, the purchasing officer is defined as Rustin Krafft having been duly appointed as the Purchasing Officer and the Assistant Purchasing Officer, when during absences of the purchasing officer, has been delegated the authority to act as the Purchasing Officer.

AUTHORITY OF THE PROJECT MANAGER

(Choose One)

- ☐ The authority of the Project Manager is defined by Article 2 and Article 3 of the General Conditions of Solicitation # _____
- ☐ The authority of the Project Manager is that of an Engineer as defined by the Alaska Department of Transportation and Public Facilities' Standard Specification for Highway Construction as amended by the Matanuska-Susitna Borough.
- ☒ The Project Manager has the authority to monitor and administer the Agreement, but cannot make changes to the amount of the contract nor change the completion date of the contract

I hereby acknowledge that I have read and understand the authority granted to the parties by the Matanuska-Susitna Borough.



Signature

THOMAS CHECK, MD, LLC

Company Name

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SUBMITTAL PAGE

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Proposal Submittal Page
Proposal #16-125P
MEDICAL DIRECTOR SERVICES

By signing below, the Proposer hereby certifies to the following -

1. The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
3. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

(List Addenda numbers that you are acknowledging receipt of)

THOMAS CHECK, MD, LLC
Company Name

Date

05/23/2016

4380 EAST CRANE ROAD
Mailing Address

Signature



WASILLA, AK 99654
City, State and Zip Code

THOMAS CHECK, MD
Printed (or typed) Name

THOMAS CHECK, MD
Contact Person (printed or typed)

DOCTOR
Title (printed or typed)

907-357-3862
Phone Number

MAXIMUM AK-700@HSTM.FEL.COM
Email Address (optional)

907-861-6776
Facsimile Number

4529
State and Professional License Numbers

It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.

Proposers should include the following with their proposal.

- ✓ Signed Submittal Page (acknowledging Addenda if applicable)
- ✓ One (1) original signed proposal and one (1) copy on CD
- ✓ Copy of Professional License (Lead and Relief Medical Director)
- ✓ Cost Proposal, sealed separately (not included on the CD above)
- ✓ Any other items required within the Instructions to Proposers & Specifications/Scope of Services

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APPENDIX A
SCOPE OF SERVICES

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**MATANUSKA-SUSITNA BOROUGH
REQUEST FOR PROPOSALS #16-125P
MEDICAL DIRECTOR SERVICES**

SCOPE OF SERVICES

It is the intent of this solicitation to result in a contract for the services of a medical director to perform the services as described in the following narrative. The contract is expected to begin July 1, 2016 and run for a period of two (2) years. The contract may be renewed for an additional three (3), one (1) year periods based on mutual agreement.

- I. These functions must be performed by a single individual. If the RFP is bid by a group, there must be a single individual within the group designated in writing as the "Lead Medical Director" who will perform these functions:
1. Act as the designated Medical Director and Sponsoring Physician of record for the Mat-Su Borough Emergency Medical Services Division ("MSB-EMS").
 2. The Medical Director may select a Relief Medical Director, subject to Borough approval. The Relief Medical Director may temporarily act as Medical Director in the Medical Director's absence.
 3. The Medical Director will act as the sponsoring physician of record for all MSB-EMS personnel authorized to practice medical care.
 4. The Medical Director will have the opportunity to work with MSB-EMS leadership to evaluate individual personnel regarding medical knowledge, performance of patient care, communication skills, team participation and leadership qualities, for the purposes of employing, retaining, promoting, demoting or terminating personnel. The Medical Director will provide guidance where there is a question of error in clinical judgment or patient care.
 5. The Medical Director will be the physician of record for MSB-EMS-sponsored certification classes, including, but not limited to, EMT-2, EMT-3, ACLS, PEPP, NREMT, and PALS.
 6. The Medical Director will, in collaboration with MSB-EMS leadership, periodically design, revise, edit, condense and certify the Medical Standing Orders / Protocols under which MSB-EMS personnel practice.
 7. The Medical Director will ensure the availability of on-line medical control.
 8. The Medical Director will assist MSB-EMS leadership with interpretation of data for quality assurance purposes.
 9. The Medical Director will hold current valid DEA certificate(s) and a current valid license to practice medicine in Alaska.

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10. The Medical Director will sign to authorize purchase of controlled substances and other non-controlled medications and medical supplies requiring physician signature.
11. The Medical Director may electronically sign documents where acceptable. When handwritten signatures are required, administrative staff will notify the Medical Director as far in advance as reasonably possible and coordinate with him/her to ensure completion of required paperwork in a timely fashion.
12. The Medical Director may review and make recommendations on the use of new devices, techniques or procedures, in conjunction with or separate from, ongoing Standing Order / Protocol revision.
13. The Medical Director will hold regular office hours (no less than 8 hours per week) for any and all purposes appropriate to his/her position. Office space and equipment will be provided by MSB EMS for this purpose.
14. The medical Director will have the opportunity to be operationally active and may, on occasion, supervise, direct or perform field triage or patient care.
15. The Medical Director will help facilitate medical training of MSB-EMS personnel.
16. The Medical Director will maintain a clinical practice in Emergency Medicine. It is understood that such active clinical practice, will necessitate scheduling MSB-EMS activities in light of such practice, which impacts availability to a certain degree.
17. Subject to provision 16, above, the Medical Director will make reasonable attempts to attend regularly scheduled meetings, including the EMS Advisory Board and Training Officer meetings.
18. The Medical Director will be the physician of record for the dispatch center, providing medical oversight of Priority Medical Dispatch and pre-arrival procedure instructions.

II. These functions must be performed, but may be delegated to other qualified persons by the Lead Medical Director:

1. Conduct regular QA Review Sessions in each calendar year for the various EMS service areas. These QA sessions may be geared as a broad-focused chart review, an in-depth review of a small number of cases, or a meta-analysis of ongoing problems.
2. Review and sign Respiratory Protection Forms, which clear responders to undergo training and/or testing in the use of self-contained breathing apparatus and N-95 masks (there are approximately 500 of these forms to be reviewed each calendar year, staggered throughout the year).
3. Attend monthly EMS Advisory Board meeting (generally occur the first Wednesday of each month in the evening and last about two hours; this board aids in area-wide standardization and oversight of the provision of EMS).

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III. Assistance in these functions is desired, but may be delegated to borough administrative staff;

1. Assist in pre-practice skills verification (megacode testing, or some other method mutually agreeable to the Medical Director and MSB-EMS) for new responders or responders advancing their certification.

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APPENDIX B
FEE SCHEDULE

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Proposal for Medical Director Services: Matanuska-Susitna Borough Emergency Medical Services, RFP #16-125P

Thomas Check, MD DBA Thomas Check, MD, LLC, hereafter designated "Proposer" proposes to provide Medical Director services to the Matanuska-Susitna Borough per the Scope of Services outlined in RFP #16-125P.

- 1) Proposer is currently the Associate Medical Director for Matanuska-Susitna Borough EMS (MSB-EMS) and is already actively involved in all aspects of medical direction for EMS, including development and implementation of recent major protocol revisions, participation in quality assurance and case reviews, guidance for employee disciplinary proceedings, giving educational lectures, attendance at EMS Advisory Board Meetings and strategic planning with Director Gamble, Deputy Director Behrens, Operations Chief Williamson and Assistant Operations Chief Heyano.
- 2) Proposer currently practices Emergency Medicine at Mat-Su Regional Medical Center, intends to remain in clinical practice, and has been practicing at Mat-Su Regional since 2006. Active clinical practice of medicine ensures up to date guidance of EMS on patient care issues, medications, and devices.
- 3) Mat-Su Regional is the major receiving hospital for patients transported by Mat-Su Borough EMS. Mat-Su Regional's Emergency Physicians provide online medical control for EMS. Proposer is a partnership level member of Mat-Su Emergency Physicians Corporation, providing longstanding contracted Emergency Physician services to Mat-Su

ORIGINAL

Regional, and is thereby able to provide essential two-way communication between emergency department and EMS leadership.

- 4) Proposer holds unrestricted Alaska medical license, 4529, and DEA certificates BC4207343 and FC1820174.
- 5) Proposer is currently fulfilling many of the requirements in the Scope of Services outlined in RFP#16-125P in his current MSB-EMS Associate Medical Director position. Proposer intends to comply with all requirements of the Scope of Services if selected as Medical Director, including being physically present for office hours at Station 51 for at least 8 hour per week.
- 6) Proposer intends to initiate a continuous quality improvement process with MSB-EMS to ensure the highest quality patient care possible.
- 7) Quality improvement process will be multi-component and will include regular meetings with EMS leadership, a quality assurance program, education of EMS personnel including leadership training and condensation of EMS protocols to field expedient "checklists" based on airline safety models.

X

Thomas Check, MD

5/23/2016

ORIGINAL

Cost Proposal for RFP #16-125P, Medical Director Services

- 1) The Matanuska-Susitna Borough shall pay Thomas Check, MD DBA Thomas Check, MD, LLC \$150,000 per year to fulfill the duties of MSB-EMS Medical Director.
- 2) The Matanuska-Susitna Borough shall provide adequate professional liability and medical malpractice coverage, which specifically covers provision of occasional direct patient care and includes a tail coverage policy, to Thomas Check, MD for fulfilling the duties of MSB-EMS Medical Director. The same coverage shall be provided to the Relief Medical Director, if selected by Thomas Check, MD and approved by the Mat-Su Borough.

X

Thomas Check, MD

5/23/2016

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No. 4529

Effective: 11/10/2014

Expires: 12/31/2016

STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY, & ECONOMIC DEVELOPMENT
Division of Corporations, Business and Professional Licensing

STATE MEDICAL BOARD

Certifies that

THOMAS JOHN CHECK
IS A LICENSED
PHYSICIAN

Commissioner: Susan K. Bell

Wallet Card

No. 4529

State Of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing

THOMAS JOHN CHECK

IS A LICENSED
PHYSICIAN

Effective	Expiration	Date of Birth
11/10/2014	12/31/2016	05/25/1968

Signature _____

IT IS YOUR RESPONSIBILITY TO BE AWARE OF THE
CONTINUING EDUCATION REQUIREMENTS FOR
RENEWAL AND REPORTING REQUIREMENTS FOR
MALPRACTICE SETTLEMENTS.

WALL CERTIFICATES SUITABLE FOR FRAMING ARE
AVAILABLE FOR A FEE OF \$20.

THE FEE FOR VERIFICATIONS OF LICENSURE OR
LETTERS OF GOOD STANDING IS \$20.

PER 12 AAC 02.900 YOU MUST NOTIFY US IN
WRITING IF YOU CHANGE YOUR MAILING
ADDRESS. YOU MAY FAX YOUR ADDRESS CHANGE
TO (907) 463-2974.

Division website: <http://www.commerce.alaska.gov/occ>
Division e-mail: license@alaska.gov

AM 21-052

CERTIFICATE OF INSURANCE

AM 21-052

**SAFECO INSURANCE COMPANY OF INDIANA
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
THOMAS & DONNA CHECK
4380 E CRANE RD
WASILLA AK 99654-0517

RENEWAL

POLICY PERIOD FROM: JULY 10 2016
TO: JULY 10 2017

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
RURAL ALASKA INS AGENCY INC
PO BOX 72249
FAIRBANKS AK 99707-2249

AGENT TELEPHONE:
1-866-472-3326

RATED DRIVERS TOM CHECK, DONNA M CHECK

2014 FORD	F150	2 DOOR PICK-UP	ID# 1FTMF1EM5EKD11498
2015 SUBARU	OUTBACK 2.5I	4 DOOR	ID# 4S4BSAAC0F3274819

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2014 FORD LIMITS	PREMIUMS	2015 SUBA LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$500,000 Each Person	\$ 405.50	\$500,000 Each Person	\$ 405.50
PROPERTY DAMAGE	\$500,000 Each Occurrence \$100,000 Each Occurrence	147.00	\$500,000 Each Occurrence \$100,000 Each Occurrence	147.00
UNINSURED AND UNDERINSURED MOTORISTS:				
BODILY INJURY	\$50,000 Each Person	65.70	\$50,000 Each Person	65.70
PROPERTY DAMAGE	\$100,000 Each Accident \$25,000 Each Accident	37.50	\$100,000 Each Accident \$25,000 Each Accident	37.50
COMPREHENSIVE	Actual Cash Value Less \$2000 Deductible	63.90	Actual Cash Value Less \$2000 Deductible	67.30
COLLISION	Actual Cash Value Less \$2000 Deductible	241.20	Actual Cash Value Less \$2000 Deductible	244.10
	TOTAL \$	960.80	TOTAL \$	967.10

TOTAL EACH VEHICLE:

2014 FORD	\$ 960.80
2015 SUBA	967.10

**PREMIUM SUMMARY
VEHICLE COVERAGES**

TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES \$ 1,927.90

IF YOU PAY IN FULL OR USE THE 2-PAY PLAN THE PREMIUM WILL BE REDUCED TO \$ 1,690.40*
*This includes the available \$237.50 billing plan discount.

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

AM 21-052



A Liberty Mutual Company

POLICY NUMBER: H1736561

**SAFECO INSURANCE COMPANY OF INDIANA
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:
\$2.00 per installment for recurring automatic deduction (EFT)
\$2.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

CONGRATULATIONS! YOUR PREMIUM INCLUDES DISCOUNTS FOR:
Anti-Theft, Coverage, Homeowners, Multi-Car

AM 21-052