

MEDICAL DIRECTOR INDEPENDENT CONTRACTOR FOR SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Galion City Board of Health, 113 Harding Way East, Galion, Ohio 44833, herein referred to as "Board", and Dr. Sarah Metzger, 269 Portland Way South, Galion, Ohio 44833, herein referred to as "Contractor".

WHEREAS, Ohio Revised Code 3709.11 states when the Health Commissioner is not a physician, the Board shall provide for an adequate medical director for all personal health and nursing services by the employment of a licensed physician as Medical Director. The Medical Director shall be responsible to the Galion City Board of Health; and

WHEREAS, Contractor is duly licensed to practice medicine in the state of Ohio, registered with the U.S. Drug Enforcement Administration to prescribe medications, and qualified to provide such medical services as needed by the Board; and

WHEREAS, in the event of the unavailability of the Medical Director, a back-up Medical Director may assume the responsibilities as stated herein, at the request of the Board; and

NOW THEREFORE, the Parties, hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

WITNESSETH:

ARTICLE I – NATURE OF THE CONTRACT

It is mutually agreed by and between the parties that the relationship between the Board and Contractor will be that of Independent Contractor and that no principal-agent or employer-employee relationship is created by this Agreement.

In consideration of their mutual promises contained herein, and for other good and valuable considerations:

ARTICLE II – CONTRACTOR'S RESPONSIBILITIES

1. Review and approve immunization program protocols and procedures.
2. Support the enforcement of laws and regulations pertaining to communicable diseases.
3. Support the enforcement of other public health laws and regulations.
4. Assist in epidemiological investigations of reported communicable diseases, if warranted.
5. May participate in news/media releases.
6. Review and approve standing orders for nursing and/or public health programs.
7. Advise in the disposition of requests for services in which there is no identified physician.
8. Assist staff in educating the public regarding health.
9. Consult with staff regarding development of programs.
10. Provide Board with proof of professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate coverage prior to rendering any service, hereunder, and maintain such policy in full force and effect during the entire term of this Agreement. If Contractor is not covered by professional liability

insurance (as described above) at any time during the term of this Agreement, the Agreement shall terminate automatically.

11. Contractor shall be responsible for all workers' compensation and unemployment compensation with regard to herself. Contractor shall maintain her own workers' compensation and unemployment compensation coverage during the term of this contract.
12. Contractor shall, at her own cost, provide hospitalization for the benefit of herself, and shall be liable for all state, local, and federal income taxes and the reporting of same to the appropriate taxing agencies.
13. Contractor shall not be eligible for sick leave, vacation, hospitalization, or any other fringe benefits extended to regular employees of the City of Galion or State of Ohio.
14. Contractor must be in active medical practice and have privileges at the local hospital.
15. Attend one (1) health commissioner conference offered in the State of Ohio annually for the consideration of the cause and prevention of dangerous communicable diseases and other measures to protect and improve the public health. Contractor shall provide proof of registration and payment of any approved fees associated with attendance, as well as the program agenda and attendance certificate within 30 days post-conference. Expenses shall be submitted for reimbursement per policy of the City of Galion, Ohio.
16. Any and all services performed in the Contractor's private office or by her in any local hospital are not part of the duties covered by this Agreement, no matter the recipient, and no billing for the same can be assigned to the Board.

ARTICLE III – BOARD'S RESPONSIBILITIES

It is hereby mutually agreed by and between the parties that Board shall perform the following functions:

For services rendered under for Article II, items 1 through 14, Board shall pay Contractor a lump sum of \$1,500.00 by October 31, 2014.

<OPTION ONE> Should Contractor terminate this Agreement without cause, a pro-rated share of this lump sum representing remaining time under this Agreement shall be immediately returned to the Board.

<OPTION TWO> No portion of this lump sum shall be returned to the Board, no matter when paid or whether this Agreement is terminated by Contractor without cause.

For conference attendance under Article II, item 15, the Board shall submit a Travel Request Form prior to Contractor's attendance for approval of registration fees, lodging, meals, and travel expenses, and provide a copy of approval to Contractor. Approved fees and expenses incurred by Contractor will be fully reimbursed.

ARTICLE IV – DEFEND, INDEMNIFY & HOLD HARMLESS CLAUSE

Contractor agrees to accept and be responsible for his own acts and/or omissions in the professional practice of medicine, as well as those acts or omissions of his own employees, and, in connection therewith, to defend, indemnify and hold harmless the Board, its agents and employees, against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising in any way out of the performance of Contractor's work under this Agreement.

ARTICLE V – NON-DISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of the Ohio Revised Code Section 125.111 A-B, that in the hiring of employees for the performance of work under this contract or any employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf, shall, by reason of religion, race, color, sex, age, ancestry, disability, handicap or national origin discriminate against any citizen of the state in the employment of labor or worker who is qualified and available to perform the work to discriminate against or intimidate any employee hired for the performance of work under this contract on account of religion, race, color, sex, age, ancestry, disability, handicap or national origin.

ARTICLE VI – SEVERABILITY

It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement shall be for any reason held invalid, unenforceable or unconstitutional by a court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE VII – TERM OF CONTRACT

The term of this contract shall be from October 14, 2014, through December 31, 2015, provided however, that such contract may be terminated by either party, with or without cause, upon sixty (60) days prior written notice being given.

ARTICLE VIII – BUSINESS ASSOCIATE AGREEMENT PROVISIONS

Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Specific definitions include:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Board.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the [Choose either “covered entity” or “individual or the individual’s designee”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either “covered entity” or “individual”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary and required to perform the services set forth in this Agreement.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity

(e) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Termination

Upon termination of this Agreement for any reason, business associate shall return to covered entity all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

Survival

The obligations of business associate under this Section shall survive the termination of this Agreement.

ARTICLE IX – COMPLETE AGREEMENT

This Agreement shall constitute the entire Agreement of the parties and shall supercede all prior negotiations, proposals, and representations, whether written or oral. Any alteration or modification of the terms or conditions of the Agreement must be in writing and signed by both parties.

Federal I.D. # (or Social Security #, if Federal I.D. # not applicable):

Ohio Physician License Number:

Physician License Expiration Date:

Malpractice Number:

General Malpractice Liability Insurance Company Name & Address:

This action taken pursuant to Resolution of the Board of the Galion City Health Department on the _____ day of _____, _____.

President, Board of Health

Date

Health Commissioner

Date

Medical Director / Independent Contractor

Date

Approved As To Form:

Galion City Law Director

Date