



**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. Nancy Crum MD, address, herein referred to as "Contractor".

*6269 Portland Way S.
Galion Ohio*

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. Enter into a collaborative agreement/standard care arrangement with current APRN-CNP for purposes of maintaining sexual health clinical services, per ORC Section 4723.431
9. Assist in Quality Assurance Standards (OAC Rule 4723-8-05), through quarterly chart review to evaluate care and prescribing patterns.
10. Assist staff in educating the public regarding health.
11. Consult with staff regarding development of programs.

12. 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.
13. 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.
14. 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.
15. Contractor shall not be eligible for sick leave, vacation, hospitalization, or any other fringe benefits extended to regular employees of the Galion City Health Department, City of Galion, or State of Ohio.
16. Contractor must be in active medical practice and have privileges at the local hospital.
17. 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 Galion City Health Department.
18. 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 16, Board shall pay Contractor a lump sum of \$3,600.00 which will be processed by GCHD by the end of January of 2022. The City of Galion will then make the payment on their schedule after that.

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.

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 her 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.

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:

Ohio Physician # / License Type / Specialty:

DEA Number:

NPI Number:

Malpractice Number:

General Malpractice Liability Insurance Company Name & Address:

SS# 281-54-6568
35-071286
7/16/23
MD, IM/IN Specialist
EC 4621214
14-38120557
Attached

This action taken pursuant by the Board of the Galion City Health Department on the 10th day of January, 2022.

Andrea Wildenthaler

Board of Health Authorization

Andrea Barnes

Health Commissioner

[Signature]

Medical Director / Independent Contractor

1/13/2022

Date

1/10/22

Date

1/8/22

Date

Approved As To Form:

By City of Galion Director of Law, Thomas Palmer

"Approved as per email on October 13, 2020"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 656 Palmyr Avenue Towson MD 21286	CONTACT NAME: Ashley Pelekakis
	PHONE: (410) No. Ext: 410-339-5894 FAX: (410) No: 410-583-6459
	EMAIL: apelekakis@rcmd.com
	INSURER(S) AFFORDING COVERAGE: INSURER A: ProSelect Insurance Company
	NAIC #: 10638
INSURED Avita Health System 269 Portland Way South Gallion OH 44833	AVITHEA-01 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 51892766

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MBO EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liability		002OH000018180	1/1/2022	1/1/2023	Claims Made Form Each Claim Aggregate \$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidencing proof of insurance for Nancy F Crum-Clanfione, MD.

CERTIFICATE HOLDER**CANCELLATION**

Avita Health System 269 Portland Way South Gallion OH 44833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>R. Crum-Clanfione</i>
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State Medical Board of

Ohio

30 E. Broad St., 3rd Floor
Columbus, Ohio 43215
(614) 466-3934
www.med.ohio.gov

7/16/2021

Dear Nancy Crum,


This is to notify you that your license number 35.071286 enabling you to practice in the State of Ohio has been restored. The current license cycle has an effective date of 07/16/2021 and will expire on 07/16/2023.

Below is a printable wallet card for your convenience. Please be advised that verification of your Ohio license must be obtained directly from the website at <https://elicense.ohio.gov>. This website is updated immediately to reflect license status.

Questions concerning licensure or renewal can be sent to license@med.ohio.gov.

Sincerely,

State Medical Board of Ohio
Licensure & Renewal Department

	State Medical Board of Ohio	30 East Broad Street, 3rd Floor Columbus, Ohio 43215-6127 (614) 466-3934
THE RECORDS OF THE STATE MEDICAL BOARD OF OHIO INDICATE THAT YOU HOLD THE FOLLOWING ACTIVE LICENSE:		
35.071286 Nancy Crum		
Effective Date: 07/16/2021 Expiration Date: 07/16/2023		

