

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this day July 1, 2006 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **JAMES E. POINTER, MD**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: medical control and oversight ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$55,500** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2006**, and shall terminate on **June 30, 2007**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.
(see sample form: ISO - CG 20 10 11 85).

☒ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☒ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

☒ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the County.

6.4.a Professional Liability Insurance(check if required)

**Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "C") to be completed.*

6.4.b Maritime Insurance.....(check if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20.
NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below.
All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Mike Giannini

Dept./Location: Fire Dept.

Woodacre

Telephone No.: 415-507-2595

Notices shall be given to Contractor at the following address:

Contractor: James E. Pointer, MD

Address: 19 Presidio Drive

Novato, CA 94949

Telephone No.: 415-382-8279

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	JEP
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	JEP
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	JEP
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Reimbursement for Additional Activities	JEP
<u>EXHIBIT E.</u>	<input checked="" type="checkbox"/> Additional Provisions-Medical Malpractice Insurance	JEP
<u>EXHIBIT F.</u>	<input checked="" type="checkbox"/> Business Associate Agreement Addendum to Terms and Conditions	JEP

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
COUNTY OF MARIN:

By: _____
BOARD PRESIDENT

CONTRACTOR:

By: James E. Pointer

Name: James E. Pointer

Telephone No.: 415-382-8279

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
☐ Standard Short Form Content Has Been Modified
☐ Optional Review by County Counsel at Department's Request

County Counsel: Paul F. Mori

Date: Aug. 29, 2006

EXHIBIT "A"
SCOPE OF SERVICES (required)

A.1 SCOPE OF SERVICES AND DUTIES.

Contractor is responsible for reviewing and providing input into the development of all operational policies and procedures that directly impact pre-hospital patient care, and shall provide the following services:

(1) Perform the requirements and responsibilities of EMT – Defibrillation Medical Director as defined in the Marin County Emergency Medical Services System Policy 4102 dated January, 2002 (Policy Attached).

(2) Provide medical control and oversight to the Southern Marin Emergency Medical Paramedic System (hereinafter referred to as "SME MPS"), the Ross Valley Paramedic Authority (hereinafter referred to as "RVPA"), and the Marin County Fire Department (hereinafter referred to as "MCFD"), including but not limited to:

- a. Maintaining the highest standard of care.
- b. Evaluating the effectiveness of the program.
- c. Insuring ongoing compliance
- d. Modifying the program as needed.
- e. Promoting continuing education
- f. Provision of medical direction for the dispensing of controlled substances

(3) Evaluate operational policies and procedures to determine if they may have any negative impact on patient care or expose the organization to unreasonable risk or medical malpractice; recommend the suspension of any operational policy or procedure that has not been reviewed and approved by the Program Director and poses a risk to patients or personnel.

(4) Provide input into the development of capital and operating budgets, staff scheduling and deployment of systems resources, and dispatch management.

(5) Administer a comprehensive Continuous Quality Improvement (CQI) program that monitors and corrects clinical and operational variance. Working with the CQI Program Coordinator, the Contractor shall be responsible for determining:

- a. That newly hired personnel have appropriate levels of medical training to ensure medical competence in both field and telecommunications capacities.
- b. That existing and proposed County and agency-based concurrent field and telecommunications evaluation processes are capable of identifying sub-optimal performance.
- c. That existing and proposed County and agency-based continuing medical education programs address agency needs for medical and operational training for both telecommunications and field personnel.
- d. That existing and proposed County and agency-based retrospective review processes are capable of determining the delivery of appropriate pre-hospital medical care that is consistent with County and agency-based protocols and procedures.

(6) Provide recommendations regarding the adequacy of paramedic training program and in-house continuing education (CE) activities and content. Assist the design and implementation of the CE program in response to education and training needs. The Contractor will be used as an expert resource in the development of CE programs and ensures consistency with emerging pre-hospital "standards of practice."

(7) Propose bio-medical equipment enhancements and recommend equipment changes to ensure that the Fire Departments remain in compliance with County requirements and are providing care that is consistent with national prevailing "standards of practice."

EXHIBIT "A" (Continued)

(8) Advise S MEMPS, RVPA, and Marin County Fire in all matters related to the design and development of EMS quality management programs at the regional and county level.

(9) Provide input on appropriate employee performance standards for actions that have medical considerations.

(10) Meet routinely with the medical community to ensure that the practices of the S MEMPS, RVPA, Marin County Fire, and its personnel are satisfactorily meeting their needs relative to treatment and operational policies.

(11) Assume medical command role in patient treatment sector of disasters or mass casualty situation (when available to respond).

(12) Provide opportunity for Hands on Training and Face-to-Face communication to all Paramedics.

(13) Contractor shall provide County with timely advice of all significant developments arising during performance of its services hereunder, orally or in writing, as Contractor deems appropriate. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

(14) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

A.2. FACILITIES FURNISHED BY COUNTY N/A

A.3. OUTSIDE AGENCY MEDICAL DIRECTION

Contractor agrees to provide specific medical direction as outlined below to the Marin Municipal Water District and the following West Marin fire agencies:

Muir Beach Volunteer Fire Department
Stinson Beach Volunteer Fire Department
Bollnas Volunteer Fire Department
Nicasio Volunteer Fire Department
Skywalker Ranch Fire Brigade
Inverness Volunteer Fire Department

Contractor will act as the AED medical director as outlined in the current Marin County EMS Agency Policy 4112 (Defibrillation Medical Director) or any revised version of Policy 4112. Contractor will perform all tasks required of a medical director as outlined in Policy 4112 or any revised version of Policy 4112. Contractor will also provide authorization for the purchase of certain medical devices, supplies and medications.

Contractor shall be compensated \$1,500.00 annually for the provision of medical director services to the MMWD.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

(1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of \$18,000.00 per year as a fee for the scope of services outlined in Exhibit A. Both parties agree that this \$18,000.00 shall be the total amount of compensation for the performance of services outlined in Exhibit A.

Additionally, COUNTY shall pay CONTRACTOR \$150.00 per hour for services performed above and beyond the scope of services outlined in Exhibit A. However, CONTRACTOR must follow specific guidelines outlined in Exhibit D in order to receive compensation for these above and beyond services. COUNTY'S authorized representative for this purpose shall be Mike Giannini, Fire Emergency Medical Officer or his designee. With respect to these additional services, CONTRACTOR shall submit requests for payment on a monthly basis following provision of services. In no event shall total compensation paid to CONTRACTOR for services above and beyond the scope of services outlined in Exhibit C exceed \$36,000.00 without an amendment to this Agreement approved in writing by COUNTY.

Thus, the maximum amount payable under this Agreement shall be \$55,500.00 [\$18,000.00 for services outlined in Exhibit A and \$36,000.00 for services that are authorized by COUNTY and termed "Additional Activities" outlined in Exhibit D and 1,500.00 for services deemed "Outside Agency Medical Direction" also outlined in Exhibit A].

COUNTY shall pay CONTRACTOR the \$18,000.00 for the performance of services outlined in Exhibit A in twelve monthly payments of \$1,500.00 each beginning July 1st and ending June 30th. Contractor will submit an invoice each month.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: James E. Pointer, M.D.

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below.

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	X	\$	
Automobile Liability Insurance	X	\$	
Workers' Compensation Insurance	X		
Professional Liability Deductible	X	\$	

Please set forth the reasons for the requested reductions or waiver.

General Liability Insurance – Contractor is unable to obtain this type of insurance as he is not a business entity.

Automobile Liability Insurance – Contractor will provide \$1,000,000 of liability insurance. This is not comprehensive business or commercial coverage.

Workers' Compensation Insurance - There are no employees, therefore no WC is needed

Professional Liability Deductible – Previous agreements with this contractor have waived this requirement. Presents no liability to the County.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

EXHIBIT "D"
DOCUMENTATION FOR REIMBURSEMENT
OF ADDITIONAL ACTIVITIES

The following example must be completed and submitted within thirty days of the last day of the month the activities were provided in order to receive compensation for Additional Activities. One form should be completed per activity day or per Responsible Agency. This will allow for proper tracking of activities and allow for proper billing to the responsible agency. Additional Activity costs shall be limited to the following: S MEMPS - \$16,800.00; RVPA - \$6,000.00; Marin County Fire - \$13,200.00

INVOICE FOR MULTI-AGENCY ACTIVITIES

ALS ACTIVITY DOCUMENTATION:

MONTH:

DATE	ACTIVITY CATEGORY	ACTIVITY DESCRIPTION	PERSONNEL INVOLVED	HOURS OF ACTIVITY	MCFD SHARE	S MEMPS SHARE	RVPA SHARE
				0	0	0	0
				0	0	0	0
				0	0	0	0
TOTAL HOURS:				0	0	0	0
TOTAL COST:				0	0	0	0

COST: \$150.00/HOUR

Activities should be identified in the following categories:

* Visitation of Paramedics in the station-Up to Eight Hours per month

** Case Investigation with Paramedic Contact - Up to Four Hours per month

*** Other Activities- Up to Fifty Six Hours per year

Average is: S MEMPS & County Fire=3.52 hours/mo,

* RVPA=.96 hour/mo

Average is: S MEMPS & County Fire=1.76 hours/mo,

** RVPA=.48 hour/mo

Average is: S MEMPS & County Fire=2.05 hours/mo,

*** RVPA=.55 hour/mo

EXHIBIT "E"
ADDITIONAL PROVISIONS

C. MEDICAL MALPRACTICE INSURANCE

1. County will provide medical malpractice insurance coverage for Contractor while Contractor is performing the scope of duties for County that are defined in Exhibits "A" and "D" of this Agreement.

2. Contractor specifically agrees that the medical malpractice insurance provided by County is limited to duties specifically delineated by this Agreement as defined in Exhibits "A" and "D" and that this medical malpractice insurance is not applicable to any other actions or duties performed by Contractor outside the scope of his duties for County.

3. Contractor specifically agrees and understands that he/she shall retain his own medical malpractice insurance for the times when he/she is not working on behalf of the County of Marin under this Agreement.

4. Compliance with applicable laws. In addition to any specifically referenced laws, rules, regulations, or ordinances identified in this Contract, CONTRACTOR shall also comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and the federal Health Insurance Portability and Accountability Act [HIPAA] when applicable) affecting the services covered by this Contract. If CONTRACTOR is a business associate within the meaning of HIPAA, the terms and conditions of Exhibit F, Business Associate Agreement Addendum, shall be applicable to CONTRACTOR and included as an essential part of this Contract. CONTRACTOR's failure to comply with the terms and conditions of this Business Associate Agreement Addendum exhibit, if applicable, is a material breach of this Contract.

EXHIBIT "F"
BUSINESS ASSOCIATE AGREEMENT ADDENDUM
TERMS AND CONDITIONS

To the extent CONTRACTOR is a business associate as defined under the federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR shall comply with the additional terms and conditions set forth in this exhibit. For purposes of this Business Associate Agreement Addendum exhibit, use of the term Business Associate includes all CONTRACTORS agents, employees, contractors or other associates providing services or assistance to CONTRACTOR under this agreement.

1. Except as otherwise provided in this agreement, James Pointer, M.D. hereafter known as the Business Associate, may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of the County of Marin, hereafter known as the *Covered Entity*, as specified in this agreement in Exhibit A: Services and Payment, provided that such use or disclosure would not violate the Health Insurance Portability and Accountability Act (HIPAA), U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 C.F.R. Parts 142, 160, 162, and 164, also known as and referred to as the Privacy Rule. The uses and disclosures of PHI may not be more expansive than the limitations applicable to the *Covered Entity* under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate. See: 45 Code of Federal Regulations sections 164.502, 164.502(e), 164.504, 164.504(e)(2)(i)(A) and (B), 164.506, 164.508, 164.510, 164.512, 164.514
2. The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
3. The Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
4. The Business Associate shall report to the *Covered Entity* any use or disclosure of the PHI not provided for by this Agreement or otherwise in violation of the Privacy Rule
5. The Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the *Covered Entity* shall comply with the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
6. The Business Associate shall provide access, at the request of the *Covered Entity*, and in the time and manner designated by the *Covered Entity*, to PHI in a Designated Record Set, to an Individual or the *Covered Entity* as defined by and in accord with the requirements of 45 C.F.R. section 164.524.
7. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the *Covered Entity* directs or at the request of the covered entity or Individual, and in the time and manner designated by the *Covered Entity* in accordance with 45 C.F.R. section 164.526.
8. The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the *Covered Entity* to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528.

9. The Business Associate shall provide to the *Covered Entity* or an Individual, in time and manner designated by the *Covered Entity*, information collected in accordance with 45 C.F.R. section 164.528, to permit the *Covered Entity* to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.538.
10. The Business Associate shall make internal records related to the use, disclosure, and privacy protection of PHI received from *Covered Entity*, or created or received by the Business Associate on behalf of the *Covered Entity*, available to the *Covered Entity* or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the *Covered Entity's* compliance with the Privacy Rule requirements, in a time and manner designed by the *Covered Entity* or the Secretary.
11. Upon termination of this Agreement for any reason, the Business Associate shall either (1) return all PHI received from the *Covered Entity*, or created or received by the Business Associate on behalf of the *Covered Entity* required to be retained by the Privacy Rule; or (2) Return or destroy all other PHI received from the *Covered Entity*, or created or received by the Business Associate on behalf of the *Covered Entity*. This provision shall apply to PHI in possession of subcontractors or agents of the Business Associate. The Business Associate, its agents or subcontractors shall retain no copies of the PHI.
12. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the *Covered Entity* with notification of the conditions that make return or destruction infeasible. If the *Covered Entity* agrees that the return of the PHI is not feasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Business Associate, or any of its agents or subcontractors, maintains such PHI.
13. The Business Associate shall mitigate, to the extent practicable, any harmful effect that is know to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement.
14. The Business Associate shall comply with any and all other applicable provisions of HIPAA, its rules and regulations, and any subsequent amendments or modifications.
15. *Covered Entity* may immediately terminate this entire contract and all its exhibits in the event of a material breach of the terms and conditions of this Business Associate Agreement Addendum, which Business Associate fails to cure and/or mitigate.
16. In addition to any other indemnification and defense obligation under this contract, Business Associate has a separate and additional obligation to indemnify and defend COUNTY against any claims or suits arising from Business Associate's breach of its obligations under the terms and conditions of this Business Associate Agreement Addendum exhibit.

EMT/FIRST RESPONDER DEFIBRILLATION

DEFIBRILLATION MEDICAL DIRECTOR

I. DEFINITION

- A. The Defibrillation Medical Director shall be that physician meeting the requirements listed who agrees to act in this capacity and is approved as such by the EMS Medical Director.

II. REQUIREMENTS

- A. Meets the following requirements:
 - 1. Currently licensed as a physician in California
 - 2. Is experienced in emergency medical care

III. DUTIES/RESPONSIBILITIES

- A. Is responsible for overall quality control of the program.
- B. Is responsible for supervision of all aspects of personnel training including refresher training and skills proficiency
 - 1. May delegate specific field care audits, training and clinical experience, or monitoring of demonstration of competency to a pre-hospital medical director, physician, registered nurse, physician assistant, or EMT-P licensed in California who possesses a working knowledge of pre-hospital EMS systems and early defibrillation services in Marin County.