

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MANIILAQ ASSOCIATION AND
CITY OF KOTZEBUE**



This professional services agreement (“Agreement”), effective ~~January 1, 2025~~ March 1, 2025 (the “Effective Date”), is made by and between Maniilaq Association (“Maniilaq”), with the address P.O. Box 256, Kotzebue, Alaska 99752, and City of Kotzebue (“Contractor”), with the address 258 Third Ave. Kotzebue, AK.

1. **SCOPE OF WORK.** Contractor agrees to provide Maniilaq the services (the “Services”) set forth in **Exhibit A, Scope of Work**, attached to this Agreement. Contractor shall provide all supplies, equipment, or tools necessary to perform the Services, unless agreed otherwise in writing or part of **Exhibit B, Maniilaq Support**.
2. **TERM.** The term of this Agreement commences on the Effective Date and expires ninety (90) days after writtent notice is provided.
3. **TERMINATION.** Either Party may terminate this Agreement upon ninety (90) days’ written notice to the other Party for any or no cause whatsoever.
4. **COMPENSATION.** For the performance of the Services Maniilaq will compensate Contractor a fee-for- service as set forth in **Exhibit C, Payment Schedule**. Monthly, Contractor shall submit a detailed invoice to Maniilaq for the Services performed during the prior month. Contractor shall include on the invoice the total amount paid to Contractor and the potential amount remaining under this Agreement. Maniilaq will remit payment within thirty (30) days of receipt of an invoice.

Additionally, Maniilaq agrees to provide Contractor Support as outlined in **Exhibit B, Maniilaq Support**.

5. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Nothing in this Agreement is intended to, or shall be construed to, create an employment relationship, partnership, agency, or joint venture between the Parties. Neither Party shall have the authority to bind the other. Maniilaq is not responsible for withholding any federal, state or local taxes with respect to the compensation paid to Contractor under this Agreement. Contractor shall have no claim against Maniilaq for vacation pay; sick leave; social security; retirement, health, disability benefits; or any other employee benefits of any kind.
6. **INDEMNITY.** Each Party (as the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party (as the “Indemnified Party”) their affiliates, officers, directors, employees, agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney’s fees) and causes of action (hereinafter “Claims”) for Claims

Page 1 of 19

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney’s proposed deletions marked with yellow highlighted **strike and brackets** and additions in **red font, underlined, bolded and in italics.**

caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the result of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the expiration or termination of this Agreement.

7. INSURANCE. Contractor agrees to maintain at all times during the course of this Agreement insurance coverage as specified below, written by an insurance company with a minimum rating by A.M. Best & Company of A-VI, and to provide proof of such insurance prior to performing Services:
 - a. General Liability Insurance – \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - b. Auto Liability Insurance – \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker’s Compensation Insurance in accordance with statutory requirements.
8. CONTRACTOR’S ASSURANCES. Contractor represents that Contractor is qualified to perform the Services, that it has obtained any professional or business licenses, permits, or governmental approvals necessary to perform the Services, and that it carries any legally required insurance such as worker’s compensation insurance. Contractor agrees to abide by all applicable state, federal and local laws, regulations, standards and executive orders including but not limited to the Clean Air Act (42 U.S.C. § 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251–1387), the Stark Law (42 U.S.C. § 1395m), the Health Information Portability and Accountability Act (Public Law 104-191; “HIPAA”), the Health Information Technology Act (42 U.S.C. § 17901; “HITECH Act”), and any current or future regulations promulgated under HIPAA or the HITECH Act. Contractor agrees to be bound by **Exhibit C, Business Associate Agreement** attached hereto. Contractor also agrees to comply with applicable licensing body requirements including but not limited to the Joint Commission on the Accreditation of Health Care Organization, Commission on Accreditation of Rehabilitation Facilities, and Occupational Safety and Health Administration standards, including those specific to bloodborne pathogens.
9. INDIAN PREFERENCE. In accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307), Contractor shall, in connection with this Agreement, give preference in the award of any subcontracts to American Indian/Alaska Native owned enterprises, and preferences and opportunities for training and employment to American Indians/Alaska Natives.
10. DEBARMENT AND SUSPENSION. Maniilaq does not contract with parties listed on the Federal Excluded Parties List System in the System for Award Management. Contractor warrants that is not listed on the Excluded Parties List System and that it will notify Maniilaq within three (3) days in the event it is listed on the Excluded Parties List.

11. CONFLICTS OF INTEREST. Contractor warrants that there is no conflict of interest between Contractor's other contractual engagements, if any, or Contractor's employment, if employed, and the Services to be performed and obligations to be undertaken under this Agreement. Contractor agrees to notify Maniilaq within three (3) days of becoming aware of a conflict of interest in the future.
12. CONFIDENTIALITY. Contractor may become acquainted with or gain knowledge of confidential or proprietary verbal or written data, technical or financial materials, or other confidential or proprietary information of significant business value ("Confidential Information") while performing this Agreement. Contractor agrees to not disclose any Confidential Information, directly or indirectly, or use it in any manner, either during the term of this Agreement or any time thereafter, except as required to perform under this Agreement.
13. OWNERSHIP OF WORK PRODUCT. To the extent this Agreement requires Contractor to produce for Maniilaq goods, tangible objects, or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, graphs, charts, illustrations, artwork, photographs, video or audio recordings of any kind, regardless of the medium in which such products are recorded, all ownership and copyright interest in such work product shall belong to Maniilaq, unless stated otherwise in this Agreement.
14. FORCE MAJEURE. Neither Party shall be liable for failure to perform its respective obligations hereunder when such failure is caused by an earthquake, fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, extreme illness, or like causes beyond the reasonable control of such Party.
15. NOTICES. Any notice, demand or request with respect to this Agreement shall be made in writing and delivered by personal service or certified mail, return receipt requested, to the address first set forth above.
16. SUBCONTRACTING AND ASSIGNMENT. Contractor shall have no right to subcontract or assign this Agreement, except upon prior written consent of Maniilaq, which consent may be withheld at Maniilaq's discretion.
17. SEVERABILITY. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Maniilaq and Contractor and supersedes and replaces any prior or contemporaneous oral or written agreements concerning the matters contained herein.
19. AMENDMENTS. This Agreement may only be modified upon the prior written agreement of both Parties.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which, taken together, shall constitute the same agreement.

21. LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Maniilaq Association (Maniilaq), for itself, its agents, members, enterprises and affiliates, expressly and unequivocally provides this waiver of MANIILAO's sovereign immunity to the City of Kotzebue with respect to any claims arising out of this Professional Services Agreement between the City of Kotzebue and MANIILAO for the limited purposes of enforcing the terms of and resolving disputes between the parties arising under this Professional Services Agreement (including claims and counterclaims against MANIILAO, provided, however, that MANIILAO does not waive sovereign immunity with respect to: being subject to jury trials; punitive damages (this in not a limitation on permitted contractual remedies); or any civil or proceeding brought by any third party other than a permitted assign under this Professional Services Agreement. MANIILAO and the City of Kotzebue further agree to waive any right to a trial as set forth herein, and that the Agreement will be interpreted by the laws of the state of Alaska. Further, MANIILAO waives any requirement of exhaustion of tribal remedies and agrees it will not present any affirmative defense based upon any alleged failure to exhaust such remedies in any judicial proceeding brought pursuant to this waiver. MANIILAO covenants that it will not take any action to revoke this grant of limited waiver of its sovereign immunity. MANIILAO's waiver of sovereign immunity is expressly limited as provided herein. Furthermore, this waiver is limited to the recovery of no more than MANIILAO's express obligations under this Professional Services Agreement; this waiver does not extend to nor allow any award of punitive, exemplary or other damages except to the extent MANIILAO is required to indemnify the City of Kotzebue in respect of such damages claimed by a third party; and this waiver does not extend to jury trials, or to any trial, action, or proceeding to the extent such trial, action, or proceeding is subject to 25 U.S.C. § 5321(d), 25 U.S.C. § 1680c, Section 314 of Public Law 101-512, the Federal Tort Claims Act, 28 U.S.C. § 1346(b), 28 U.S.C. §§ 2671-2680, or similar federal protections. This limited waiver of sovereign immunity does not waive Maniilaq's sovereign immunity for any action whatsoever against Maniilaq's or its officers, board members, employees, or agents, nor as to any property of Maniilaq's, whether real or personal property, nor to any other asset of Maniilaq, by any person, entity, organization, or party whatsoever other than the City of Kotzebue. Finally, does not consent to waive Maniilaq's sovereign immunity for trial or civil discovery, actions for money damages, consequential damages, attorney fees, fines, entry of judgment, execution, or for any other purpose or any other type or sort of relief whatsoever, in any forum, except as specifically provided herein. Each Authorized Maniilaq Officer is authorized to take any actions and to execute any documents needed to effectuate this waiver of sovereign immunity.

22. DISPUTE RESOLUTION. Any dispute, whatsoever, concerning this Agreement and/or termination of this Agreement shall be resolved by good faith, non-binding mediation between the Maniilaq and the City of Kotzebue. If such non-binding mediation shall not resolve all disputed matters, Maniilaq and the City of Kotzebue agree to submit any unresolved disputes to binding

Page 4 of 19

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in red font, underlined, bolded and in italics.

arbitration (with a single arbitrator). This arbitration shall be the sole remedy for any and all disputes arising under this Agreement, including termination of this Agreement, and the decision of the Arbitrator shall be the complete, final adjudication of any and all such disputes under this Agreement. The site of any such arbitration shall be in Kotzebue, Alaska, at a location agreed upon by Maniilaq and the City of Kotzebue.

The arbitration shall be governed by Alaska's Revised Uniform Arbitration Act as set forth in A.S. 09.43.300 to A.S. 09.43.595. Damages, if any, awarded by an arbitrator shall be limited to non-tort, contract damages allowed by Alaska law, with full, reasonable fees and costs awarded to the prevailing party by the Arbitrator, with the determination of prevailing party status governed by the Alaska case law developed under Alaska Rule of Civil Procedure 82.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Maniilaq Association

Contractor

By:
Its:

By:
Its:

Date

Date

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in red font, underlined, bolded and in italics.

Exhibit A
Scope of Work

1. The City agrees to provide basic and/or part-time advanced life support ambulance services within the City limits and immediate environs in accordance with Kotzebue Municipal Code 2.36.080, subject to annual appropriation as provided therein, and the Alaska Administrative Code 7AAC26.2 IO - 7ACC26.999. Ambulance services will typically NOT include ground transport services for air medevac patients unless there are special circumstances such as multiple simultaneous medevacs landing.
2. The City agrees to remain certified by the State of Alaska Department of Health and Social Services, Emergency Medical Services Section, as basic life support services with advanced life support services part-time and to provide evidence of such certification on each anniversary date of this Agreement.
3. The City agrees to bill Maniilaq directly for IHS beneficiaries without third party revenues.
4. The City will provide and maintain one ambulance.
5. Notwithstanding any other terms of this Agreement, the City remains responsible for patient care and the treatment rendered at its facilities.
6. The City agrees to comply with all applicable guidelines and appropriate processes as identified in the City of Kotzebue Fire Department Treatment Guidelines.

Exhibit B
Maniilaq Provided Support

1. Maniilaq agrees to provide all information required to enable the City of Kotzebue and its authorized representative, to bill patients, third-parties, or pursue appropriate collections action for medical services provided.
2. Maniilaq agrees to provide an EMS Medical Director who will serve as the Sponsoring Physician for the Kotzebue Fire Department in accordance with the most recent version (and any future versions) of the State of Alaska Medical Director Handbook.
3. Maniilaq agrees to provide access to scheduled EMS Training programs opportunities at no cost taught by certified instructors and associated training material.
4. Maniilaq agrees to provide the supplies, pharmaceuticals and medical equipment listed on Appendix A and Appendix B so that the ambulance can be stocked properly. This is not an all-inclusive list as the ambulance will be stocked with supplies used in the emergency room so as to maintain compatibility. Other items may be added to and/or deleted from this list by mutual agreement.
5. Notwithstanding any other terms of this Agreement, Maniilaq remains responsible for patient care and the treatment rendered at its facilities.
6. Maniilaq agrees to provide access to infection control and employee health services for ambulance personnel. Access to Behavioral Health Services will be available but will be billed in accordance to Maniilaq's standard practices.

Exhibit C
Payment Schedule

Service	Amount
911 Response for IHS beneficiary without Third Party Coverage	\$1000
Medevac Patient Transport	\$1000
Human Remains Transport	\$500
Non-Emergency Transport at Maniilaq's Request	\$500

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in *red font, underlined, bolded and in italics.*

Exhibit D
Business Associate Agreement

I. Authority

Pursuant to 45 C.F.R. § 164.502(e), the Maniilaq Association, as a covered entity, is required to enter into an agreement with a “Business Associate,” as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with Maniilaq Association. By signing the City of Kotzebue agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI.

II. Definitions

The following terms shall have the same meaning as those terms in 45 C.F.R. Part 160 and Part 164, which are the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended: Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

- A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean City of Kotzebue
- B. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Maniilaq Association.
- C. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

III. Obligations and Activities of Business Associate

- A. Compliance: Business Associate agrees not use or disclose PHI other than as authorized by the Agreement or as required by law. Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by the Agreement or required by law. Business Associate agrees that it will require all of its agents, employees, subsidiaries, and affiliates, to whom Business Associate provides PHI, or who create or receive PHI on behalf of Business Associate for Covered Entity, to comply with the HIPAA Rules and to enter into written agreements with Business Associate that provide the same restrictions, terms, and conditions as set forth in the Agreement.

Page 9 of 19

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney’s proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in **red font, underlined, bolded and in italics**.

- B. Subcontractors: In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), which govern relations with subcontractors, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.
- C. Safeguarding PHI: Business Associate shall develop and use appropriate procedural, physical, and electronic safeguards to protect against the use or disclosure of PHI in a manner not authorized by this Agreement or required by law. Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- D. Safeguarding Electronic PHI: Business Associate agrees to use appropriate safeguards, as set forth in Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of electronic PHI other than as authorized by this Agreement or required by law.
- E. Reporting Use or Disclosures Not Authorized By this Agreement or Required by Law: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or required by law as soon as is reasonable upon discovery but within thirty (30) calendar days of discovering the use or disclosure, or any security incident of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use, disclosure, or security incident.
- F. Reporting of Breach: In accordance with the policy of the Department of Health and Human Services, Business Associate will report, without unreasonable delay and no later than 30 days from the discovery of the breach, all suspected or confirmed breaches to Covered Entity.
- G. Notification of Breach of Unsecured PHI: In addition to the above, Business Associate shall notify Covered Entity of a breach, as set forth in 45 C.F.R. § 164.410, of the security of any unsecured PHI that Business Associate received from, or created or received on behalf of, Covered Entity as soon as is reasonable upon discovery but within thirty (30) calendar days after the discovery of the breach by Business Associate, its employees, officers, and/or other agents, unless notification is specifically excepted by 45 C.F.R. § 164.412.
1. Requirements of Notice. Such notice shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of the circumstances of the breach of security, including the date of the breach and the date of Business Associate's discovery of the breach; and the type of unsecured PHI involved in the breach. Business Associate agrees to provide any other available information that Covered Entity is required to include in notification to the individual under

45 §164.404(c). In the event notification is delayed, evidence demonstrating the necessity of the delay shall accompany the notification.

2. Individual Access to PHI: Business Associate shall maintain a designated record set for each individual for whom it maintains PHI. In accordance with an individual's right to access his or her PHI, Business Associate shall make available all PHI in the individual's designated record set to the individual to whom that information pertains, or, upon the request of the individual, to that individual's authorized representative, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Availability to access PHI shall be made within five (5) calendar days of receipt of a valid request.

- H. Accounting of Disclosures: Business Associate shall maintain records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate. Business Associate shall, within five (5) calendar days after receiving a request from Covered Entity, provide to Covered Entity such information as Covered Entity may require to fulfill its obligations to account for disclosures of PHI pursuant to 45 C.F.R. § 164.528.

- I. Amendment of PHI: Business Associate shall, within five (5) calendar days of a request by Covered Entity, make PHI available to Covered Entity for Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526 to amend PHI and shall, as directed by Covered Entity, within five (5) calendar days of receipt of such direction, incorporate any amendments into PHI held by Business Associate. In addition, Business Associate shall ensure incorporation of any such amendments into PHI held by its agents or subcontractors within ten (10) days of such direction, and shall notify Covered Entity within five (5) calendar days of when those agents or subcontractors have completed the incorporation of the amendments. Business Associate shall forward to Covered Entity all requests to amend PHI that it receives directly from individuals within five (5) calendar days of its receipt of a request.

- J. Carrying out Covered Entity's Obligations: To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

- K. Disclosures for Verifying Compliance: Upon request, Business Associate shall permit access by the Secretary and Covered Entity during normal business hours to its facilities, books, records, accounts, and any other sources of information, including PHI and any agreements that it has with subcontractors, vendors, and/or other agents relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, for purposes of determining both Business Associate's and Covered Entity's compliance with the HIPAA Rules.

Page 11 of 19

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in **red font, underlined, bolded and in italics.**

IV. Permitted Uses and Disclosures by Business Associate

- A. Business Associate shall not use or disclose PHI except to perform functions, activities, or services on behalf of Covered Entity as provided for in the Contract, this Agreement, the HIPAA Rules, or other applicable law.
- B. Business Associate agrees that it may use or disclose PHI on behalf of Covered Entity only:
 - 1. Upon obtaining the authorization of the individual to whom the PHI pertains;
 - 2. For the purposes of treatment, payment or health care operations unless Covered Entity has agreed to a restriction pursuant to 45 C.F.R. § 164.520(b)(iv)(A) or 45 C.F.R. § 164.522; or
 - 3. Without an authorization or consent, if in accordance with 45 C.F.R. § 164.510, 45 C.F.R. § 164.512, 45 C.F.R. § 164.514(e), 45 C.F.R. § 164.514(f), or 45 C.F.R. § 164.514(g).
- C. Business Associate shall use and disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), which section is fully incorporated herein.
- D. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- E. Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- F. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - 1. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of 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.

V. Obligations of Covered Entity

- A. Covered Entity shall provide Business Associate with its Notice of Privacy Practices and any changes to the Notice.
- B. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any change in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- D. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- E. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as provided in Part IV, Subpart F, Section 1.

VI. Termination

- A. Term: The Term of this Agreement shall be effective as of the date Business Associate signs the underlying Contract and shall terminate when the Contract ends or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. Termination: Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not ended the violation within the time specified by Covered Entity.
- C. Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining PHI that Business Associate does not need to continue its proper management and administration or to carry out its legal responsibilities;

Page 13 of 19

DRAFT prepared by Manilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in ***red font, underlined, bolded and in italics.***

3. Continue to use appropriate safeguards, in compliance with Subpart C of 45 C.F.R. Part 164, with respect to electronic PHI to prevent use or disclosure of electronic PHI, other than as provided for in this Part, for as long as Business Associate retains the PHI;
4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above, at Part IV, Subpart F, Section 1 of the Agreement which applied prior to termination;
5. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
6. If Business Associate or its agent or subcontractor destroys any PHI, Business Associate will provide Covered Entity with documentation evidencing such destruction within thirty (30) days of completion of destruction.

B. Survival: The obligations of Business Associate under this Part shall survive the termination of this Agreement.

VII. Indemnification

The Indemnity provision in the underlying Contract shall apply hereto.

VIII. Miscellaneous

- A. Incorporation: This Agreement is attached to and fully incorporated into the Contract.
- B. Notices: All notices under this Agreement shall be provided by certified mailing, and shall require proof of date of receipt.
- C. Regulatory References: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- D. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

- E. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- F. Successors and Assigns: This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns.
- G. Severability: If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.

Maniilaq Association

Contractor

By:
Its:

By:
Its:

Date

Date

APPENDIX A

LINEN:

Blankets, Sheets, & Pillow cases

Sheets are changed after every patient transport.

SINGLE USE. AMBULANCE SUPPLIES:

Wire ladder splints

"SAM" tm. splints

Oropharyngeal airways (Berman, tm.) size 5.5 to 12

Nasopharyngeal airways size 20 fr. to 37 fr.

Diaphoretic cardiac monitor electrodes, adult and pediatric sizes

Zoll M-Series Compatible Adult Automatic External Defibrillation /Pacer Pads

Zoll M-Series Compatible Pediatric Automatic External Defibrillation/Pacer Pads

Accu-check Blood Glucose Monitor

Accu-check test strips

Nasal cannula, adult and pediatric sizes

Med. concentrations O2 masks, adult and pedi. sizes

Non-rebreather, O2 masks (high concentration)

O2 humidifier (single use)

Large bore rigid suction catheters

Large diameter suction tubing

Oxygen refill for size "D" and "C" cylinders

Oxygen refill for size "M" Ambulance Cylinders.

Disposal thermometer covers for digital type

Page 16 of 19

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in ***red font, underlined, bolded and in italics.***

APPENDIX A (continued)

IV Catheters, 14 to 24 gauge

EZ-IO needles

Standard IV tubing

Micro drip IV tubing

Pediatric IV tubing with measure chamber

Butterfly needles 19 to 25 gauge

Sterile water 500 ml. plastic bottles

Endotracheal tubes and stylets

APPENDIX A (continued)

Disposal penlights

Nitrile examination gloves (various sizes)

(p2 Hi-risk gloves (size sm., med., lg.)

Disposable goggles

Disposable gowns

"Alcare" tm. foam hand cleaner

"Wavi-cide" tm. disinfectant, or equivalent

Convenience bags

Cleansing wipes

"Wet proof" adhesive tape, 1" and 2"

"Elastikon" tape or equivalent, 1" and 2" Kerlix 4 ½"

Multi trauma dressing 30" x 10"

4" x 4" gauze dressings

2" x 2" gauze dressings

Abdominal pads 5" x 9"

Abdominal pads 7" x 8"

Abdominal pads 8" x 10"

Ace bandages 2", 3", and 4"

Hot packs

Cold packs

Complete OB kit (single kit)

Silver swaddlers

Eye wash

Petroleum gauze, 4" x 4" and 3" x 9"

Tape, clear plastic, 1"

18 of 19

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in ***red font, underlined, bolded and in italics.***

APPENDIX B

Medications for Patient Care:

Activated Charcoal 50gm/240ml	Albuterol Fish 2.5mg/3ml
Aspirin 81mg U/D	Atropine Sulfate 10cc syringe
Dextrose 50% Syringe	Diazepam
Diphenhydramine 50mg/ml vials or Prefilled Syringe	Epinephrine 1:1000 Ampules or Multi-dose vial
Epinephrine 1:10,000	Furosemide (Lasix)
Glucagon	Ipratropium Bromide (Atrovent)
Lidocaine 100mg/10cc Syringe	Lidocaine Pre-mixed 2gm/500ml
Lorazepam (Ativan)	Morphine Sulfate
Naloxone 0.4mg/1cc Ampule or Prefilled Syringe	Nitroglycerine 0.4mg Tabs (25 tab/btl)
Oral Glucose	Sodium Bicarbonate 8.4%/50ml (ADULT)
Thiamine 100mg/ml	NS Injection (10cc Syringe)
Lactated ringers solution, 1000 ml.bags	Normal saline solution, 1000 ml. bags
D5w solution, 500 ml.	

DRAFT prepared by Maniilaq for Review by City Council at first RCCM in January 2025 with City Attorney's proposed deletions marked with yellow highlighted ~~strike and brackets~~ and additions in *red font, underlined, bolded and in italics.*