

ORDINANCE NO. 107-24

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A REVISED MEMORANDUM OF UNDERSTANDING FOR THE TACTICAL
EMERGENCY MEDICAL SERVICES ("TEMS") AND RELATED TRAINING TO THE
EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM ("ELCERT")
COMPRISED OF THE CITY OF AVON, CITY OF AVON LAKE ("CITIES") AND THE
METROHEALTH SYSTEM ("METROHEALTH")
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Ordinance No. 7-23, passed February 13, 2023, the City of Avon along with the City of Avon Lake and The MetroHealth System (MetroHealth) entered into a Memorandum of Understanding (MOU) to jointly provide certain Tactical Emergency Medical Services ("TEMS") and related training to the Eastern Lorain County Emergency Response Team ("ELCERT"); and

WHEREAS, MetroHealth is a quaternary care hospital and Level 1 Trauma Center, and the purpose of the MOU is to facilitate and enhance tactical emergency medical treatment capabilities of ELCERT and MetroHealth's medical personnel during actual tactical operations and training periods which MetroHealth will be supporting; and

WHEREAS, at the recommendation of the Fire Chiefs of Avon and Avon Lake, it is necessary to revise the MOU with MetroHealth; and

WHEREAS, any revision to the MOU for the maintenance and operation of such a team, authorized pursuant to Section 140.02 of the Ohio Revised Code; requires Council's approval; and

WHEREAS, Council, after reviewing the revised MOU, finds it necessary and desirable to enter into said agreement, as revised, for Tactical Emergency Medical Services ("TEMS") and related training to the Eastern Lorain County Emergency Response Team ("ELCERT") and that doing so will be in the best interests of the public health, safety and welfare of the citizens of Avon.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That Council hereby approves, accepts and authorizes the Mayor to enter into the revised Memorandum of Understanding (MOU) for the Tactical Emergency Medical Services ("TEMS") and related training to The Eastern Lorain County Emergency Response Team ("ELCERT") comprised of the City of Avon, City of Avon Lake and The MetroHealth System ("MetroHealth") for the development of procedure/protocol for the stationing of MetroHealth personnel in safe areas in reasonable proximity to the scene of operation, a copy of said revised MOU being attached hereto, marked as "Exhibit A," and incorporated herein by reference.

Section 2 - That is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this

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Council, and that all deliberations of this Council and of any of its committees which resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

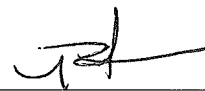
Section 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public, health, safety, and welfare of the citizens of the City of Avon, Ohio, the immediate emergency being the necessity to enter into this revised MOU for the Tactical Emergency Medical Services ("TEMS") and related training to The Eastern Lorain County Emergency Response Team ("ELCERT") with Avon Lake and The MetroHealth System ("MetroHealth") on or before November 18th, 2024; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 18, 2024

DATE SIGNED: November 18, 2024

BY: Brian Fischer
Brian Fischer, President of Council

DATE APPROVED BY THE MAYOR: November 19, 2024



Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: November 20, 2024
Electronically and at City Hall as
Provided by Council

Prepared By:

John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 107-24, passed by the Council of said City on November 18, 2024.

IN WITNESS WHEREOF, I have on this 19th day of November 2024, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is an agreement between the City of Avon and the City of Avon Lake (the "Cities") and The MetroHealth System, county hospital system established and operated under Chapter 339 of the Ohio Revised Code ("MetroHealth") to provide certain Tactical Emergency Medical Services ("TEMS") and related training to the Eastern Lorain County Emergency Response Team ("ELCERT"), a joint tactical response team established by the Cities.

I. Purpose

A. MetroHealth is quaternary care hospital and Level 1 Trauma Center. The purpose of this MOU is to facilitate and enhance tactical emergency medical treatment capabilities of ELCERT and MetroHealth's medical personnel during actual tactical operations and training periods, which MetroHealth will be supporting.

B. Chapter 140 of the Ohio Revised Code authorizes MetroHealth and the Cities and its instrumentalities to enter into certain agreements for a public purpose. This MOU serves the public purposes of promoting state and federal policies for enhancing the availability, efficiency, and economy of tactical emergency medical services to municipalities.

C. This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds, but rather is a basic statement of the understandings between the Parties.

II. Roles and Responsibilities

A. The Parties jointly will develop a procedure/protocol for the stationing of MetroHealth personnel in safe areas in reasonable proximity to the scene of the operation. ELCERT personnel are responsible for removing injured persons outside of the area of operation (also referred to as a "hot zone") to such areas where the MetroHealth's personnel would be located (also referred to as a "cold zone"), for treatment and securing further transport to medical facilities.

B. The TEMS scope of services is further detailed in the attached Appendix A, which is incorporated herein, and in all cases, is subject to the following parameters:

1. Any transport provided or arranged by MetroHealth, either independently or developed and coordinated with the Cities and MetroHealth, must be consistent with MetroHealth's policies and practices, as well as all state and federal laws and rules applicable to such practices.

2. Except as otherwise required by law, the supervision and oversight of all medical care rendered to any individual under this MOU shall remain entirely under the control of MetroHealth starting at such times that the individual is deemed a MetroHealth patient by applicable state and federal law.

3. Nothing in this MOU will obligate MetroHealth to provide any TEMS staff or support except to the extent that MetroHealth has sufficient resources available to do so without affecting MetroHealth's own operations.

C. In any tactical operation or training scenario in which ELCERT requests MetroHealth standby or participation, ELCERT will:

1. Maintain complete responsibility for the overall direction of the tactical operations and training scenarios;

2. Designate a law enforcement agent to be responsible for the supervision and control of all personnel, including MetroHealth personnel, during the time that such personnel are involved in an operation or training scenario;

3. Make available supplies and equipment necessary to carry out any assignment conducted pursuant to this MOU, including all relevant tactical and personal protective equipment and training in its use; and

4. Make training arrangements and provide timely notice to MetroHealth concerning when and where its services are needed.

D. In providing any such standby or participation, MetroHealth will:

1. Designate a TEMS Medical Director and appropriate auxiliary staff to perform the tasks identified in Appendix A, including but not limited to maintaining overall supervisory and administrative responsibility relating to MetroHealth's personnel for all matters unrelated to the operation;

2. Ensure that any MetroHealth personnel providing services, and in particular, the TEMS Medical Director, are, as applicable, qualified and licensed to practice in the state of Ohio, authorized to participate in the Medicare and Medicaid programs, and that they render services in a competent and professional manner consistent with applicable standards of practice and in accordance with all applicable laws, rules, and regulations;

3. Assist with prescription drug licensing and oversight of prescription drug stocking as required to facilitate operations; and

4. Provide emergency medical support and not act in any other capacity (e.g., law enforcement or peace officers).

III. Liability and Insurance.

A. Each Party shall retain liability for all acts and omissions by their employees or agents. Each Party agrees to promptly notify any other relevant Party upon notice of any actual or threatened claim, demand, or lawsuit arising out of this Agreement. In a lawsuit where both

Parties are defendants, each defendant agrees to use best efforts to cooperate with the other in the defense of such lawsuit to develop and achieve a goal for a cooperative defense, if appropriate.

B. Neither Party shall be liable to the other Party under this MOU for any special, exemplary, or punitive damages arising from the performance or nonperformance of this MOU.

C. Each Party shall maintain, through a program of self-insurance, captive insurance, or a commercial carrier, professional liability and general liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in annual aggregate, to cover claims arising from that Party's acts or omissions in connection with the Services provided under this MOU.

IV. Funding. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOU.

V. Term and Termination. This MOU will become effective on November 18, 2024 and will remain in effect until modified or terminated. The MOU may be amended in writing upon the mutual agreement of the Parties. The MOU may be terminated at any time by either Party upon thirty (30) days written notice to the other.

VI. Miscellaneous.

A. MetroHealth is an independent contractor, and MetroHealth personnel are and will remain employees of MetroHealth under its control and direction.

B. By entering into this MOU, the Parties specifically intend to comply with all applicable laws, rules, and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn); and (iii) applicable federal and state laws with respect to patient privacy, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"). Each Party represents that this MOU and the services and fees stated herein were negotiated at arm's length. No part of any consideration paid under this MOU is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business.

C. Ownership and other proprietary rights for materials produced by or for ELCERT pursuant to this MOU shall vest in MetroHealth. "Material" means writings, pictorial reproductions, drawings or other graphical representations, data and related documentation, software developments, specifications, calculations, tables, reports, and documents. The Cities agree, upon MetroHealth's request at any time to execute assignments and other documents and to cooperate with MetroHealth to accomplish such ownership by MetroHealth.

D. The Cities acknowledge that, in the course of meeting its obligations under this MOU, the Cities may become aware of or come into possession of certain MetroHealth Confidential Information. "Confidential Information" means all written and oral information,

documents and data previously or hereafter obtained by the Cities from MetroHealth in connection with this MOU, including but not limited to technical data, programs, marketing plans, and operating practices. Unless required by law to disclose such information, the Cities agree to hold all Confidential Information in confidence and, at the expiration or termination of this MOU, return and/or destroy all Confidential Information as specified by MetroHealth.

E. The Cities agree not to use any name or mark of MetroHealth or quote the opinion of any MetroHealth employees or contractors in any advertising or other publicity without obtaining the prior written consent of MetroHealth in each instance.

F. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Ohio, without regard to conflict of law rules.

G. No waiver of any breach of any condition, covenant, or term hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other provisions. No such waiver will be effective unless in writing signed by both Parties and then only to the extent specifically and expressly set forth therein.

H. This MOU constitutes the entire agreement between the Parties regarding its subject matter, and all prior written or oral negotiations, representations, arrangements, understandings, and/or agreements regarding the same subject matter are superseded by this MOU. If any provision of this MOU is determined to be illegal or otherwise unenforceable, all other provisions remain in full force and effect. This MOU may be amended only through a written amendment signed by the Parties. All terms and conditions that, by nature and context, survive termination or expiration of this MOU shall survive.

[Signatures on the next page]

Exhibit A to Ord. No. 107-24
(City of Avon, Ohio)

The Parties, by their duly authorized representatives, have executed this MOU on the dates written below

The MetroHealth System

By: DocuSigned by:
Christine Alexander Rager
6D53766F201F45D...

Its: Christine Alexander, MD, President & CEO

Date: December 9, 2024

Approved as to Form
The MetroHealth System
Legal Department

By: MW
Date: 12/9/2024

City of Avon, Ohio

By: [Signature]

Its: Mayor, Bryan K. Jensen

Date: November 19, 2024

City of Avon Lake, Ohio

By: [Signature]

Its: MAYOR - MARK SPÄTZEL

Date: 12.4.2024

**APPENDIX A
TO
THE MEMORANDUM OF UNDERSTANDING**

DETAILED SCOPE OF TACTICAL EMERGENCY MEDICAL SERVICES

A. SCOPE OF PRACTICE

- 1) The function of the TEMS personnel is to provide medical support for law enforcement, other TEMS personnel, and civilians within the confines of a tactical operation. The TEMS personnel will include designated members of area EMS organizations who can meet the requirements outlined in Section B below.
- 2) The determination of a tactical environment for which TEMS support is deemed necessary will be determined by the law enforcement agency overseeing the tactical operation. This agency will be responsible for defining "hot", "warm", and "cold" zones as is relevant to provider safety and the care of patients.
- 3) The function of TEMS Medical Director is to provide medical oversight, continuing medical education, and quality assurance measures to TEMS personnel.
- 4) The TEMS Medical Director may appoint other physicians to assist in the medical oversight, continuing medical education, and quality assurance measures of TEMS personnel.
- 5) TEMS personnel will establish a working relationship with area EMS providers to facilitate transfer of care of patients out of the tactical environment.

B. RESPONSIBILITIES OF TEMS PERSONNEL

- 1) The TEMS personnel shall carry the minimum licensing/certification in the state of Ohio appropriate to his level of training as an EMS provider and is responsible for keeping such licensing/certification current.
- 2) The TEMS personnel are responsible for the content of the approved non-TEMS standard EMS protocol adopted by the TEMS Medical Director and relevant EMS Medical Director as outlined in Section E.1 below.
- 3) The TEMS personnel shall have successfully completed a nationally recognized/accredited training course in tactical emergency medicine as approved by the TEMS Medical Director and the relevant law enforcement agencies. Exceptions may be made at the discretion of the TEMS Medical Director.
- 4) The TEMS personnel shall complete any additional training mandated by the TEMS Medical Director or relevant law enforcement agencies.
- 5) The TEMS personnel shall document every patient encounter in accordance with the pre-approved method of documentation. All documentation will be reviewed by the TEMS Medical Director for quality assurance purposes.

6) The TEMS personnel will participate in quality assurance exercises pertaining to training or live operations.

7) In a confidential manner, the TEMS personnel will familiarize themselves with the medical history and health status of the individual law enforcement officers with whom they work.

8) Aside from tending to acute injury or illness, the TEMS personnel will monitor the physical and psychological well-being of each other and law enforcement officers during prolonged deployments. Environmental factors, sleep deprivation, hydration, and nutrition are to be closely monitored.

9) If circumstances permit, the TEMS personnel shall check the operational field for any health or safety hazards that may jeopardize the safety of themselves, law enforcement, or civilians.

10) As part of the law enforcement element of a given operation, the primary responsibility of the TEMS personnel is medical support for law enforcement personnel. TEMS personnel may render care to non-law enforcement personnel once the scene is secure or at the discretion of the tactical commander.

C. RESPONSIBILITIES OF THE TEMS MEDICAL DIRECTOR

1) The TEMS Medical Director and his appointees shall carry an unrestricted Ohio medical license and have experience in online EMS medical direction.

2) TEMS Medical Director will be available for "real time" medical oversight by phone for every operation. Onsite medical command in the "cold zone" as determined by law enforcement on scene may be employed if the TEMS Medical Director deems it appropriate and it is approved by the law enforcement officer in charge.

3) TEMS Medical Director will organize and participate in the continuing medical education of TEMS personnel. This may include, but is not limited to, didactic sessions, field training, and medical simulation.

4) The TEMS Medical Director will approve the medical competency of each TEMS personnel member prior to initiation of active duty.

5) The TEMS Medical Director will assess the competency and proficiency of TEMS personnel on a continuous basis.

6) For quality assurance, the TEMS Medical Director will review every deployment of TEMS personnel. The application of TEMS protocols, the medical care provided, and any concerns with regard to patient or provider safety will be reviewed for every case.

7) For quality assurance, the TEMS Medical Director may keep a database of TEMS activity and any relevant medical data therein.

8) Any TEMS personnel or law enforcement officer suspected of being unfit for duty or incapable of performing to the degree necessary to achieve the goals of the tactical operation due to injury, illness, potential for medication side effect, or mental state may be immediately relieved of duty at the discretion of the TEMS Medical Director or his appointee in close collaboration with the law enforcement officer in charge.

9) The TEMS Medical Director reserves the right to evaluate the status of any TEMS personnel based on competency, safety issues, adherence to protocol, or any other reason he/she deems appropriate. The TEMS Medical Director reserves the right to suspend any TEMS personnel from his oversight pending an investigation of the relevant circumstances. Such action will be taken in close collaboration with the relevant law enforcement agencies.

D. REQUIREMENTS OF THE SPONSORING LAW ENFORCEMENT AGENCIES

1) The sponsoring law enforcement agencies shall be responsible for conducting background investigations on TEMS personnel.

2) The sponsoring law enforcement agencies are responsible for providing all tactical training, education, and oversight to TEMS personnel and defining the role of those providers for tactical operations.

3) The sponsoring law enforcement agencies shall be responsible for providing any and all relevant tactical and personal protective equipment to TEMS personnel, as well as training in the use of such equipment.

4) The sponsoring law enforcement agencies shall be responsible for providing written documentation to MetroHealth and the TEMS Medical Director addressing the liability concerns of TEMS personnel. TEMS Medical Direction and implementation of protocols will commence only after such concerns including, but not limited to, liability insurance coverage are reviewed and agreed upon by MetroHealth, the TEMS Medical Director, and the law enforcement agencies involved.

5) If the law enforcement officer in charge of a tactical operation feels that the objectives of a tactical operation and the safety of those involved supersede the medical concern of the TEMS Medical Director or his appointee or the involved TEMS personnel, the commanding law enforcement officer becomes responsible for the care and movement of casualties within the tactical environment.

E. PROTOCOLS

1) The TEMS protocols outlined in this document serve as supplement to the standard EMS protocols reviewed and adopted by the TEMS Medical Director and providers in concert with any other EMS Medical Directors as appropriate. Tactical medics from any law enforcement agency or division will utilize the protocols applicable to their agency or division's activities, or if none are available, then to protocols as outlined in this document.

- 2) TEMS personnel may execute the administration of any drug or performance of any procedure in the protocols only after the appropriate training and only under the medical direction of the TEMS Medical Director.
- 3) In the absence of TEMS medical direction, TEMS personnel will default to the use of the standard EMS protocol previously adopted.
- 4) The TEMS protocols are for use only by TEMS personnel sponsored by or working in concert with the law enforcement agency with whom they have an established relationship.
- 5) Once a patient is removed from the area of tactical operations as determined by law enforcement, the TEMS protocols and procedures become void unless continued application of such protocols and procedures is deemed appropriate by the TEMS Medical Director or his appointee. TEMS protocols and procedures become void if care is transferred to another EMS agency. If the specialized skill of TEMS personnel is warranted outside the area of tactical operations in route to an institution of definitive care, the TEMS personnel may accompany the patient and the TEMS protocols and procedures may remain active after approval by the TEMS Medical Director or his appointee. The medical director of the transporting agency will be contacted if deemed necessary by the TEMS Medical Director or his appointee. If any conflict should arise between TEMS protocols and procedures and the protocols and procedures of the transporting EMS agency while TEMS personnel accompanies the patient in route to the institution of definitive care, the TEMS Medical Director or his appointee and the medical director of the transporting agency should be contacted. If the aforementioned medical directors cannot be contacted in a timely fashion, the local medical command for the transporting agency should be contacted.
- 6) The TEMS personnel are not responsible for the medical care of persons outside the field of tactical operations.
- 7) TEMS personnel will know the indications and contraindications for all of the medications on the TEMS Adjunct Medication Formulary, which MetroHealth may revise from time to time. They may choose to electively medicate any consenting individual or themselves provided the medication has "operational" status. Any medication with "non-operational" status will be administered only after consultation with the TEMS Medical Director.