

ORDINANCE NO. 54-25

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A MEDICAL DIRECTION SERVICES AGREEMENT BETWEEN THE CITY
OF AVON AND UNIVERSITY HOSPITALS HEALTH SYSTEMS
AND DECLARING AN EMERGENCY**

WHEREAS, University Hospitals Health System (UH) is a quaternary care hospital and Level 1 Trauma Center; and

WHEREAS, the city's Fire Department is required under Ohio Revised Code Section 4765.42 and related Administrative Regulations to affiliate with a qualified health care provider to provide medical direction to the Department's emergency medical service operations;

WHEREAS, the purpose of this Agreement is for UH to provide medical direction services (the "Medical Direction Services") and pre-hospital patient care through Tactical Emergency Medical Services (TEMS) associated with the Eastern Lorain County Response Team (ELCERT) comprised of the cities of Avon and Avon Lake; and

WHEREAS, Council, after reviewing the proposed Agreement, finds it necessary and desirable to authorize the Mayor to enter into it for the purpose of obtaining necessary medical direction services from UH personnel when emergency or similar circumstances justify it.

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 a Medical Direction Services Agreement to provide medical direction services and pre-hospital patient care through Tactical Emergency Medical Services (TEMS) associated with the Eastern Lorain County Response Team (ELCERT) comprised of the cities of Avon and Avon Lake as described in Exhibit A attached hereto and incorporated herein by this 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 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 a Medical Direction Services Agreement with UH for TEMS associated with ELCERT at the parties' earliest opportunity; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: July 14, 2025

DATE SIGNED: July 14, 2025

BY: Brian Fischer
Brian Fischer, President of Council

DATE APPROVED BY THE MAYOR: July 15, 2025

[Signature]
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: July 16, 2025
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. 54-25, passed by the Council of said City on July 14, 2025.

IN WITNESS WHEREOF, I have on this 23rd day of September 2025, affixed my signature and official seal.

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

MEDICAL DIRECTION SERVICES AGREEMENT

This Medical Direction Services Agreement is entered into as of August 1, 2025 (the "Effective Date") by and between University Hospitals St. John Medical Center ("Provider"), and the cities of Avon and Avon Lake Ohio (collectively, "Municipalities").

WHEREAS, Provider is an acute care medical center located in Westlake, Ohio, where it provides emergency medical services to the community and maintains emergency medicine physicians on its medical staff;

WHEREAS, Municipalities are governmental entities and chartered under the laws of the State of Ohio;

WHEREAS, Municipalities provides many amenities and essential services to its residents and visitors, including, but not limited to emergency medical services and pre-hospital patient care through Tactical Emergency Medical Services ("TEMS" or "Department(s)") associated with The Eastern Lorain County Response Team ("ELCERT"), which is comprised of the cities of Avon and Avon Lake.

WHEREAS, each Department is required under Section 4765.42 of the Ohio Revised Code to affiliate with a qualified health care provider responsible for providing medical direction for each Department's emergency medical service operations;

WHEREAS, the Departments and Provider are interested in ensuring access to high quality emergency health care services within the Municipalities and surrounding communities;

WHEREAS, Provider and the emergency medicine physicians on its medical staff desire to enhance the quality of medical care provided to patients of the Departments and individuals within the community;

NOW, THEREFORE, in consideration of the premises, the parties agree to incorporate the foregoing recitals and further agree as follows:

1. Provider agrees to provide medical direction services (the "Medical Direction Services") for Municipalities' emergency medical services operations, as required for each Department's operation under Ohio Revised Code Section 4765.42 and related regulations, during the term of this Agreement. The Medical Direction Services are further described on Exhibit A attached hereto and incorporated herein by this reference. During the term of this Agreement, each Department hereby submits to the medical direction of Provider and its employees, contractors, and medical staff engaged in providing the Medical Direction Services. In providing the Medical Direction Services, Provider may require each Department to implement reasonable and evidence-based policies, procedures, protocols or actions to support the safe and high-quality performance of clinical care delivered by the Departments. Each Department shall in a reasonably timely manner adopt and carry out the recommendations made by Provider. If a Department objects to any such policies, procedures, protocols or actions, or fails to properly adopt or fully carry out such policies, procedures, protocols or actions in a reasonably timely manner, Provider shall have the option to (i) recommend alternate or modified policies, procedures, protocols or actions or (ii) terminate this Agreement upon written notice to the respective Department.

2. The term of this Agreement shall begin on the Effective Date and continue for one year (the "Term"). Notwithstanding the foregoing, the Term shall automatically extend for successive one-year periods. Either party may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement immediately if the non-terminating party has breached this Agreement or if legal counsel to the terminating party determines in good faith that this Agreement may not comply with applicable law as a result of a change in law or the issuance of guidance or interpretation of law by a governmental authority

3. In consideration for the Medical Direction Services, each Municipality shall ensure that their Department continues to provide emergency medical services within its applicable service area during the Term of this Agreement.

4. Neither party shall be responsible to the other party for any and all costs, damages, or other liabilities incurred by a party under this Agreement or as a result of any use or misuse of the Medical Direction Services.

5. The parties shall comply with all requirements of Federal and Ohio law regarding the protection and security of patient health care information, including, but not limited to, the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, 104-191, and codified at 45 C.F.R. Parts 160 and 164 ("HIPAA"), and the HIPAA business associate terms set forth on Exhibit B, attached hereto and incorporated herein by this reference.

6. The parties shall comply with Federal and Ohio law regarding referral of patients or business that is reimbursed in whole or in part by a Federal or Ohio health care program, including, but not limited to prohibitions set forth at 42 U.S.C. 1320a-7b. The parties further agree, acknowledge and certify as follows:

(a) the transport, delivery or referral of patients to Provider by the Departments is not a condition of this Agreement or for the provision of the Medical Direction Services;

(b) the quality and quantity of the Medical Direction Services are not based on, and shall not reflect, the value or volume of referrals by the Departments to Provider;

(c) no representative of Provider has discussed or stated any anticipation or expectation of referrals of patients by the Departments to Provider in connection with this Agreement or the provision of the Medical Direction Services;

(d) no representative of any Municipality or any Department has discussed or stated any expectation of receiving anything of value, including the Medical Direction Services, in exchange for, or in anticipation of, referrals of patients by their Department to Provider;

(e) each Department's use of the Medical Direction Services shall not be restricted and may be used for any patient regardless of insurance coverage or transport destination; and

(f) the parties agree to the terms and conditions of the Compliance Addendum attached hereto as Exhibit C and incorporated herein by reference.

7. This Agreement is governed by the laws of the State of Ohio. Claims and disputes arising under this Agreement shall be brought only in State and Federal courts residing in Lorain County, Ohio. If any term of this Agreement is deemed unenforceable or invalid, the remaining terms shall continue in full force and effect. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements and understandings are hereby incorporated herein by reference. This Agreement shall only be amended in writing signed by both parties. No waiver of any term of this Agreement shall be effective unless set forth in writing and signed by the waiving party. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have executed this Agreement on the dates set forth below.

MUNICIPALITIES

City of Avon

PROVIDER

By: [Signature]
Print: Bryan K. Jensen
Title: Mayor
Date: 7-15-25

Signed by:
Brian Monter
1717DD2EC468426
By: [Signature]
Print: Brian Monter
Title: COO- UH Western Market
Date: 10/3/2025

MUNICIPALITIES

City of Avon Lake

By: [Signature]
Print: MARK A. SPAETZEL
Title: Mayor
Date: 9.23.2025

DS



Exhibit A
Medical Direction Services

Provider is responsible for medical direction of the ELCERT TEMS and its participating paramedics. These responsibilities include, but are not limited to, the following:

- 1.) Provide an assigned medical director for the Departments.
- 2.) Evaluate the clinical competency of each Department's emergency medical services operation personnel and authorize, where such personnel are determined to be competent, for such personnel to render services under UH's medical direction.
- 3.) Approve patient care measures performed by each Department's emergency medical services operation personnel.
- 4.) Supervise and advise on quality improvement activities of each Department, including regularly scheduled case reviews, review of documentation, appropriateness of therapy, and adherence to protocols. Quality improvement initiatives may include but are not limited to:
 - a. Appropriateness of drug therapy, including dosages and route of administration;
 - b. Application of medical protocols to specific patient complaints and presenting symptoms;
 - c. Timeliness of response/on-scene time;
 - d. Documentation of patient treatment and response to initiated therapies; and
 - e. Identifying and advising on educational opportunities.
- 5.) Assist with development and implementation of patient care protocols.
- 6.) Provide regularly scheduled educational programs, including updates on new therapies, drugs and patient care protocols.
- 7.) Review drug treatment therapies and sign the annual drug license application(s) for the Ohio Board of Pharmacy.
- 8.) Oversight of on-line medical control.

Exhibit B
HIPAA Business Associate Terms

Provider may be providing services to a Department that creates a Business Associate relationship as defined by HIPAA. "PHI" as used herein shall mean and be limited to "protected health information" (as such term is defined in the Privacy Rule) that is created, received or obtained in connection with the performance of this Agreement. The terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in 45 Code of Federal Regulations ("CFR"), Parts 160 and 164, subparts A and E (the "Privacy Rule") and Part 164, subparts A and C (the "Security Rule"). Accordingly, the parties agree as follows:

(a) Provider shall be prohibited from using or disclosing PHI other than as expressly permitted or required by this Agreement; provided, however, in no event shall Provider use or disclose PHI in any manner that violates HIPAA or other applicable law. Provider is permitted to use and or disclose PHI: (i) if necessary for the proper management and administration of Provider's business; (ii) to carry out its legal responsibilities; and (iii) to aggregate PHI and data derived from PHI as permitted under HIPAA for quality assurance, performance improvement, and service delivery planning in order to ensure access to high quality emergency medical care to the communities served by Provider and each Department.

(b) Provider will require its agents or subcontractors receiving PHI from Provider to adhere to the restrictions and conditions required in this Exhibit.

(c) Provider shall make PHI available: (i) to individuals in accordance with 45 CFR Section 164.524 governing access of individuals to PHI; (ii) records for amendment (and incorporate amendments) in accordance with 45 CFR Section 164.526 governing amendments to PHI; (iii) any and all information necessary for providing patients an accounting of disclosures in accordance with 45 CFR Section 164.528 governing accounting for disclosures; and (iv) its internal practices, books and records related to the use and disclosure of PHI to the Secretary of Health and Human Services ("HHS") and his or her designees for the purposes of determining compliance with HIPAA.

(d) Provider shall use appropriate safeguards to prevent the unauthorized use or disclosure of all PHI, as well as safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI ("e-PHI"), including those required in the Security Rule. Without limiting the foregoing, Provider shall implement systems, policies and procedures in order to comply with Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, which regulations shall apply to Provider in the same manner that such sections apply to the Department.

(e) Provider shall report to a Department any Security Incident or other breach of unsecured PHI. Such notice shall be made to the Department within 15 business days after discovery of the breach and shall include the nature of the violating use or disclosure, the patients affected, the specific PHI used or disclosed, the identity of the person suspected of making the violating use and/or who received the disclosure and the corrective action Provider has or will take to prevent further similar violations, including any mitigation, and any other information the Department reasonably requests.

(f) Upon termination of this Agreement, Provider will return or destroy all PHI received from or created or received on behalf of each Department pursuant to this Agreement. In the event return or destruction is not feasible or practical, Provider will extend the protections required in this Exhibit to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible or impractical.

Exhibit C
Compliance Addendum

Each party to the Medical Direction Services Agreement (a “Certifying Party”) certifies as follows:

1. Certifying Party certifies that it shall perform its obligations under the Agreement in compliance with the requirements set forth in the Federal Anti-Kickback Statute and the Stark Self-Referral Law, to the extent such laws may be applicable to the arrangements described in the Agreement. Certifying Party represents and warrants that, to its best knowledge and belief, no part of any consideration provided under the Agreement 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 or other illegal conduct.
2. Neither Certifying Party, nor to Certifying Party’s knowledge, any officer, director, member, manager or employee of Certifying Party has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs¹ (collectively, “Ineligible”), or convicted of a criminal offense that could result in such party becoming Ineligible. Certifying Party shall not knowingly employ or contract with any individual or entity listed by a Federal agency of the United States of America as Ineligible.
3. If, at any time during the term of this Agreement, Certifying Party: (i) becomes Ineligible; (ii) is charged with a criminal offense related to Federal health care programs or is proposed for exclusion from participation in Federal health care or procurement or non-procurement programs; or (iii) has notice that any of its directors, officers, key employees or agents have become Ineligible or have been charged with a criminal offense related to Federal health care programs or is proposed for exclusion, Certifying Party agrees to use commercially reasonable efforts to immediately notify the other party hereto. In the event Certifying Party becomes Ineligible, the other party hereto shall have the right to terminate this Agreement immediately upon notice to Certifying Party. Further, in the event that Certifying Party becomes aware of any criminal charges or exclusions as described above are pending or proposed against Certifying Party, or that any director, officer, key employee or agent or Certifying Party has become Ineligible, the other party reserves the right in its sole discretion to terminate this Agreement or to exclude such party or parties from participation in this Agreement, or to take other appropriate steps to protect patients and state and Federal program funds.
4. Certifying Party shall perform the Agreement in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, “Laws”). The failure of a Certifying Party to comply with applicable Laws shall be grounds for immediate termination of this Agreement.
5. Certifying Party acknowledges that future changes in federal, state or local law, or future judicial decisions or regulatory interpretations of law (collectively, a “Change in Law”) may affect this Agreement and the relationships described herein. Certifying Party acknowledges that this Agreement is subject to adjustment at any time in the event, and to the extent, required by any state or Federal government agency or authority, to maintain the tax-exempt status of any UH entity under the Internal Revenue code, and/or the law of the State of Ohio and/or to comply with any other law or regulation. In the event of any proposed or actual Change in Law that, in the opinion of legal counsel for Certifying

¹ An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at www.exclusions.oig.hhs.gov or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at www.epls.gov , as revised from time to time, is Ineligible.

Party or the other parties hereto, would or does invalidate any provision of this Agreement or cause any party hereto to be in violation of law in performing its duties and obligations hereunder, any party may request renegotiation of the Agreement by giving written notice to the other parties. Certifying Party agrees to negotiate, in good faith, revisions to the provision or provisions which are in violation.

6. Certifying Party shall maintain all documents and records in connection with the services provided under this Agreement relating to reimbursement from Federal health care programs or which may be necessary to verify the nature and extent of the cost of the services provided by the Certifying Party hereunder, until the expiration of four (4) years after the furnishing of any services under this Agreement, or any longer period as may be required by law, and shall make such documents and records available to, upon request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any other governmental authority, or their duly authorized representatives. If Certifying Party uses a permitted subcontractor to perform services under this Agreement with a value of \$10,000 or more during any year, Certifying Party shall cause such subcontractor to agree in writing to assume the same obligations as described above with respect to maintenance of documents and records in connection with services provided under this Agreement and cooperation with governmental audits and investigations.

In the event there is any conflict between this Compliance Addendum and the Agreement, the terms set forth herein shall prevail.