

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5411

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AMENDMENT TO AGREEMENT FOR SERVICES FOR MEDICAL
CONTROL WITH THE METROHEALTH SYSTEM FOR THE
BRECKSVILLE FIRE DEPARTMENT; AND DECLARING
AN EMERGENCY**

WHEREAS, Brecksville and MetroHealth entered into an Agreement for Services for Medical Control, dated December 19, 2017, including any attachments, exhibits, and/or amendments thereto; and

WHEREAS, MetroHealth and Brecksville now desire to amend the Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

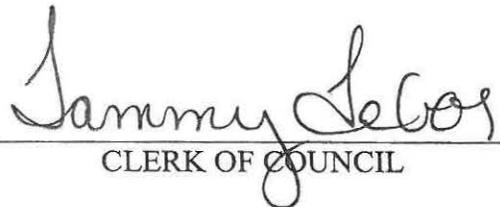
SECTION 1. The Mayor be, and he hereby is, authorized to enter into an Amendment to Agreement for Services for Medical Control with the MetroHealth System for the Brecksville Fire Department, a copy of said Amendment being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A".

SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to amend the agreement for the services, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 18, 2021

APPROVED: May 18, 2021


MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5411 duly passed by the Council of the City of Brecksville, Ohio, on 5-18, 20 21 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-21, 20 21.

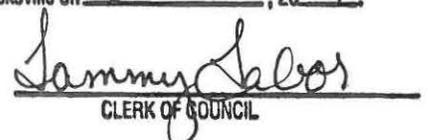

CLERK OF COUNCIL

EXHIBIT "A"

AMENDMENT TO AGREEMENT FOR SERVICES FOR MEDICAL CONTROL

This Amendment (the "Amendment") is made and entered into this 18 day of May, 2021 (the "Amendment Effective Date"), by and between City of Brecksville, a City in the State of Ohio, pursuant to the authority of its City Council, who authorizes the Mayor/Safety Director, located at 9069 Brecksville Rd., Brecksville, OH 44141 ("Brecksville") and The MetroHealth System, a county hospital system established and operated under Chapter 339 of the Ohio Revised Code located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 ("MetroHealth").

WHEREAS, Brecksville and MetroHealth entered into an Agreement for Services for Medical Control, dated December 19, 2017, including any attachments, exhibits, and/or amendments thereto (the "Agreement");

WHEREAS, MetroHealth and Brecksville now desire to amend the Agreement further as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A-1 of the Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 attached hereto. Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 are also hereby added and incorporated by reference, as attached hereto.
2. In the event of any conflict between the provisions of the Agreement or this Amendment, the provisions of this Amendment will govern.
3. Except as expressly stated otherwise in this Amendment, capitalized terms used and not defined herein will have the meanings assigned to them in the Agreement and the terms and conditions of the Agreement in all other respects remain unmodified and in full force and effect.
4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute only one document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed and executed this Amendment, effective as of the Amendment Effective Date first written above.

City of Brecksville

The MetroHealth System

Signature

Signature

Jerry N. Hruby, Mayor
Name, Title

Michael Stern, EVP, Chief Operating Officer
Name

EXHIBIT A-1

SCHEDULE OF LICENSED PROFESSIONALS, SERVICES, AND QUALIFICATIONS

Description of Services to be Provided	Training, Licensure, Certification, and Other Requirements	Name of Licensed Professional	Time Commitment
Medical Control for the Brecksville's Fire Department	M.D. or D.O. licensed to practice in Ohio; specialization in emergency medicine	Matthew Roehrs, M.D.	Not to exceed 8 hours per month

DUTIES OF THE PROFESSIONAL

As the Medical Director for Brecksville's Fire Department, the Licensed Professional will provide a variety of services to staff of the Brecksville Fire Department, including the following:

- Monitor performance improvement programs and assist with the implementation of new standards, including the provision of certain EMS charting equipment as further set forth on Exhibit A-3, attached hereto and incorporated herein;
- Assist with the development of patient care protocols and transport protocols that are developed based on patient care needs and the best interest of the patient;
- Assist with the development and implementation of the EMS, Paramedic, and continuing education programs – an overview of such continuing education is set forth on Exhibit A-2, attached hereto and incorporated herein;
- Act as liaison with area receiving hospitals;
- Act as liaison with State of Ohio governing boards;
- Assist with the development of medication security protocols and the implementation of best standards and practices;
- Review and recommend patient care equipment.

EXHIBIT A-2

CONTINUING EDUCATION OVERVIEW

Description of Education to be Provided	Frequency	Length of Course
Advanced Cardiac Life Support Provider Course (ACLS)	Every 2 years	12-16 hours
Pediatric Advanced Life Support Provider Course (PALS)	Every 2 years	12-16 hours
EMT & Paramedic Refresher Courses	Offered 3 times annually	30-hour EMT 48-hour Paramedic
International Trauma Life Support Provider (ITLS)	Every 3 years	16 hours
Simulation Lab & Scenarios	1 time annually	TBD
Monthly Continuing Education Lectures	Up to 12 months of the year	1-2 hours
Observational Clinicals: Interventional Cardiology Interventional Radiology Burn Unit OB Unit Metro Life Flight Ground Metro Life Flight Air Emergency Department	Members can select 1 unit to observe annually. They will receive continuing education credits. These are all observational only and approval is subject to patient status, acuity, and operational safety.	4-12 hours depending on unit
Dissection Labs: Neurology – Brain Cardiology – Heart	As requested; specimens shall be made available at a cost of \$15 each	2 hours each

- MetroHealth may make learning management system solutions available as appropriate to support the delivery of education and training materials and to help improve patient care and the quality of EMS services throughout the community.

EXHIBIT A-3

EMS CHARTING SOFTWARE

Licensed Software. At Brecksville’s election, MetroHealth has purchased a license for the following remote-hosted, web-based organization management solution, which will be used as part of MetroHealth’s performance improvement services and for Brecksville’s lawful business purposes (the “Licensed Software”): HealthEMS®

Subscription Agreement. Pursuant to the terms of the Subscription Agreement between MetroHealth and Stryker Sales, LLC (“Stryker”), attached hereto as Exhibit A-4 (the “Subscription Agreement”), MetroHealth grants Brecksville a non-exclusive, non-transferable right and license to access and use the Licensed Software as necessary and useful for its lawful business purposes. Brecksville agrees to comply with the terms of the Subscription Agreement that apply to Brecksville as the “Authorized User.” Brecksville shall be responsible for creating the necessary accounts and passwords to allow for access to and use of the Licensed Software. Brecksville shall not attempt to use, copy, license, sub-license, or otherwise transfer the Licensed software in a manner contrary to the terms of the Subscription Agreement, in competition with Stryker, or in derogation of Stryker’s proprietary rights.

Payment. MetroHealth agrees to pay all invoices for the fees associated with Licensed Software as set forth under the Subscription Agreement. Brecksville agrees to contribute 15% of MetroHealth’s up-front total costs on an annual basis for the Licensed Software, as follows:

	MetroHealth Total Cost	Brecksville 15% Contribution
1. One-Time Activation Fee	\$1,000	\$150
2. Annual Subscription Fee (Year 1-5)	\$3,756 per year	\$563 per year
Total	= \$4,756 for Year 1 = \$3,756 each year for Years 2-5	= \$713 for Year 1 = \$563 each year for Years 2-5

Upon the Amendment Effective Date, Brecksville agrees to pay to MetroHealth a fee of \$713, which constitutes 15% of MetroHealth’s total costs for (1) the One-Time Activation Fee and (2) the Annual Subscription Fee for the first year of services under the Subscription Agreement. In subsequent years, MetroHealth will send Brecksville invoices for a fee of \$563, which constitutes its 15% contribution for the Annual Subscription Fee, at least thirty (30) days prior to the anniversary of the Amendment Effective Date. Brecksville agrees to pay the invoices annually within thirty (30) days of receipt of such invoice. Brecksville also agrees to contribute 15% of MetroHealth’s total costs for any upgrades and renewals that may be necessary under the Subscription Agreement.

After the expiration of the five (5) year term of the Subscription Agreement, MetroHealth may, upon the mutual written agreement of the parties, renew the license for the Licensed Software. In the event that the Agreement is terminated for any reason, Brecksville acknowledges and agrees that MetroHealth will cease to purchase the license for the Licensed Software on behalf of Brecksville. MetroHealth agrees to cooperate with Brecksville to assign the license for the Licensed Software to Brecksville. MetroHealth also agrees to remit payment to Brecksville for the pro-rated

portion of the Annual Subscription Fee for any months remaining in the year for which Brecksville has already paid the Annual Subscription Fee up-front to MetroHealth.

Disclaimer. EXCEPT AS OTHERWISE REPRESENTED BY STRYKER UNDER THE SUBSCRIPTION AGREEMENT, BRECKSVILLE ACCEPTS THE LICENSED SOFTWARE 'AS IS' AND AS AVAILABLE. METROHEALTH PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FOR AVOIDANCE OF DOUBT, BRECKSVILLE AGREES TO LOOK EXCLUSIVELY TO STRYKER FOR ALL ISSUES RELATED TO ACCOUNT MANAGEMENT SERVICES, APPLICATION SUPPORT, SYSTEM MAINTENANCE, CONNECTIVITY, AND SYSTEM ACCESS, IN ACCORDANCE WITH THE TERMS SET FORTH IN THE SUBSCRIPTION AGREEMENT.

Indemnification; Limitation of Liability. Except as otherwise provided by law and except as a result of the sole negligence or willful misconduct of MetroHealth, Brecksville shall defend and indemnify MetroHealth against any claim, investigation, suit, or proceeding arising out of, related to, or alleging: (i) breach of this Agreement or the Subscription Agreement; (ii) Brecksville's violation of applicable laws, rules, and regulations; (iii) Brecksville's gross negligence or willful misconduct; (iv) Brecksville's use or misuse of the Licensed Software; or (v) claims related to infringement or violation of a copyright, trademark, trade secret, privacy, or confidentiality right. IN NO EVENT WILL METROHEALTH BE LIABLE FOR ANY INDIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSS, DAMAGE, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE LICENSED SOFTWARE. THE ENTIRE RISK AS TO THE PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY BRECKSVILLE.

Compliance. This Exhibit A-3 shall be construed in a manner consistent with any and all applicable federal and state laws. The parties represent that the Fees are not and have not been determined in a manner that take into account the volume or value of any referrals or business otherwise generated between the parties. At all times, Brecksville agrees to follow its objective, internal protocols relating to the referral of patients to the closest and most medically appropriate location.

Data Use. Brecksville agrees that Stryker may collect, maintain, and use technical information related to the Licensed Software, including, but not limited to, its usage, functionality, integration, performance, and reliability, to improve its products or provide customized services or technologies. Brecksville retains all ownership rights to the Licensed Software data it generates through use of the Licensed Software, except that Brecksville grants Stryker a perpetual, royalty-free license to compile, sell, analyze, use, and distribute de-identified aggregated data to the extent necessary to fulfill Stryker's obligations under the Subscription Agreement or for any other lawful purpose.

Business Associate Agreement. Brecksville understands, acknowledges, and agrees that the Licensed software provides access to Protected Health Information ("PHI") pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder. Accordingly, Brecksville agrees to separately enter into a Business Associate Agreement with Stryker, in the form attached hereto as Exhibit A-5.

EXHIBIT A-4

SUBSCRIPTION AGREEMENT

(See Attached)

EXHIBIT A-5

BUSINESS ASSOCIATE AGREEMENT

(See Attached)