

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 19-25**

RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE UNIVERSITY OF CINCINNATI PHYSICIANS COMPANY, LLC, AS MEDICAL DIRECTOR FOR FAIRFIELD TOWNSHIP FIRE DEPARTMENT FROM JANUARY 1, 2019 THRU DECEMBER 31, 2021, AT AN ANNUAL FEE IN THE AMOUNT OF \$20,000.00.

WHEREAS: The Ohio Revised Code Chapter 4765 requires that the Board appoint a certified medical director for the Fire Department; and

WHEREAS: This will be purchased out of Fund No. 2111;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to execute a (3) year contract with the University of Cincinnati Physicians Company, LLC, to act as Medical Director for the Fairfield Township Fire Department effective from January 1, 2019 through December 31, 2021, at an annual fee in the amount of \$20,000.00, attached hereto as Exhibit "A".

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: February 13, 2019

Board of Trustees

Susan Berding:

Susan Berding

Joe McAbee:

Joe McAbee

Shannon Hartkemeyer:

Shannon Hartkemeyer

Vote of Trustees

YES

YES

YES

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 13th day of February, 2019.

ATTEST:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director

SERVICES AGREEMENT

This Agreement is entered into effective as of the date of final signature to this Agreement (the "Effective Date"), by and between **University of Cincinnati Physicians Company, LLC**, an Ohio non-profit limited liability company of which the sole member is UC Health, LLC, by and on behalf of its Department of Emergency Medicine ("UCPC"), and **Fairfield Township Fire Department** ("Fire Department").

BACKGROUND:

WHEREAS, Fire Department is a local fire department that provides emergency medical services ("EMS") to a community in southwestern Ohio; and

WHEREAS, UCPC employs and/or leases appropriately licensed emergency medicine physicians who are qualified to perform medical direction services and continuing education services for local EMS departments; and

WHEREAS, Fire Department desires to engage UCPC to provide, through one or more physicians, the medical direction services described herein pursuant to the terms and conditions of this Agreement, and UCPC desires to provide such services to Fire Department.

NOW, THEREFORE, Fire Department and UCPC agree as follows:

1. Services.

1.1 Medical Direction Services. UCPC shall provide an adequate number of qualified physicians to furnish the Services (as defined below) under this Agreement. UCPC shall ensure that physicians perform the Services in accordance with the terms and conditions of this Agreement and in a manner that is in compliance with professional standards and with federal, state and local laws, rules, and regulations. Fire Department acknowledges that UCPC utilizes a team approach to providing medical direction services to the department. Physicians will often be assisted by a resident physician assistant medical director, to be decided with Fire Department approval, and additional physicians and paramedic instructors from the UCPC, Division of EMS may also be involved (collectively, the "Medical Direction Team").

1.2 Medical Direction Duties. The Medical Direction Team duties shall consist of providing the following services (collectively, the "Services"):

(a) Meetings: Members of the Medical Direction Team will meet with the Fire Chief, Fire Department staff, and/or representatives of other entities (e.g., fire departments and hospitals) as needed to develop the EMS system or to address pressing clinical or system issues.

(b) Chart review: The Medical Direction Team will be available to review charts. Chart review is most effective when done in a tiered fashion, with Fire Department's internal Continuous Quality Improvement system pushing charts of particular concern to the Medical Direction Team. Medical Direction Team physicians will review approximately ten percent (10%) of EMS runs, as possible within the time constraints of the contract. Fire

Department agrees to provide the Medical Direction Team with access to the charts and/or records in an electronic format and accessible offsite, if available.

(c) Consultation: The Medical Direction Team will be available to Fire Department's Fire Chief and officers for consultation regarding clinical operations. Access for consultations shall be by telephone or as otherwise agreed upon by the parties. Access shall be available twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, through either the Medical Direction Team directly or its designee. In addition to 1.2(a), (b) and (c), the Physician Medical Director will be available to Fire Department, on Fire Department premises, on a regularly scheduled basis for **2 hours** per month.

(d) Continuing Education: **12 hours** for delivery of and planning for interactive educational sessions. All scheduling is to be done by mutual agreement of the parties. Additionally, annually on a rotating basis provide one or more of the following training programs: **48 hour paramedic refresher course, PHTLS, ACLS, advanced airway training, or other agreed upon training program**, primarily by paramedic education staff. All scheduling is to be done by mutual agreement of the parties.

1.3 Schedule. UCPC shall provide the Services at such times as mutually agreed by UCPC and Fire Department. Any changes in times, dates, or location of Service delivery shall require the approval of Fire Department.

1.4 Other Duties. In addition to the general duties set forth in Section 1.2 above, UCPC shall ensure the following:

(a) Reports and Records. Each physician shall prepare and maintain, or cause to be prepared and maintained, all reports, correspondence and records relating to all professional Services rendered under this Agreement (the "Reports and Records"), all of which shall be the property of Fire Department; provided, however, UCPC shall have access to and the right upon request to inspect and make copies of the Reports and Records for its business purposes. UCPC shall cause physician(s) to prepare and maintain, or cause to be prepared and maintained, all records, correspondence and reports relating to professional Services in a manner reasonably satisfactory to Fire Department and in material accordance with all federal and state statutes and regulations, and reasonable policies adopted by Fire Department.

(b) Licenses. Each physician shall hold a currently valid license to practice medicine within the physician's scope of practice in the State of Ohio. UCPC agrees to provide a copy of said license for each physician to Fire Department upon request.

(c) Insurance. UCPC, at UCPC's sole cost and expense, shall carry and maintain general and professional liability insurance, through an authorized commercial carrier or self-insurance fund, insuring UCPC and each physician against any and all claims, actions, causes of action, cost and expenses relating to or arising out of the performance of Services under this Agreement on an occurrence basis. The minimum amount of coverage shall be \$1,000,000 for

each occurrence and \$3,000,000 aggregate. Upon Fire Department's request, UCPC shall provide Fire Department evidence of such insurance coverage. UCPC shall also maintain at all times during the term hereof all other commercially appropriate insurance coverage, including without limitation workers' compensation.

1.5 Use of Facilities. Fire Department agrees to provide office and/or work space (to the extent practical), personnel, equipment, and supplies reasonably required by the Medical Direction Team to satisfactorily perform the Services hereunder. UCPC agrees that the use of the personnel, space, equipment, and supplies provided by Fire Department will be solely for the purpose of fulfilling the clinical and administrative duties under this Agreement.

2. Compensation. In consideration of UCPC's provision of Services pursuant to this Agreement, Fire Department agrees to pay UCPC an annual fee in the amount of **\$20,000** for Services rendered during the term hereof. Payment shall be sent and made payable to:

University of Cincinnati Physicians Company, LLC
231 Albert Sabin Way
Mailbox 670769
Cincinnati, OH 45267-0769

This fee includes all instructor costs, testing materials, reference materials, and certification cards for courses explicitly outlined above. Special arrangements can be made for enrollment of non-Fire Department personnel, at the discretion of Fire Department. Reference books are generally loaned on a for-use-during-the-course basis. Both parties acknowledge and agree that the terms of this Agreement are commercially reasonable and the payments provided are consistent with fair market value for general commercial purposes without regard directly or indirectly to the volume or value of any referrals or other business generated or which could in the future be generated between parties. In addition, both parties acknowledge and agree that the Services to be provided do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.

3. Changes in Law. This Agreement may be modified or revised if at any time or from time to time counsel to either party advises that such modification or revision is necessary to comply with newly issued applicable laws, rules, or regulations, or a newly issued interpretation or guidance of any applicable laws, rules, or regulations. If, after good faith negotiations, the parties are unable to reach agreement as to such modification or revision, a party may terminate this Agreement without penalty if that party believes that it will not be in compliance with its obligations under such newly issued interpretation, guidance, or applicable law, rule, or regulation in the absence of such modification or revision.

4. Term And Termination.

4.1 Term. The term of this Agreement will be three (3) years and shall begin on the Effective Date, unless sooner terminated in accordance with the terms hereof (the "Initial Term"). Fees shall be pro-rated if this Agreement is terminated prior to the end of the term. Upon the

expiration of the Initial Term and each Renewal Term (defined below), the Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term").

4.2 Termination.

(a) Either party may terminate this Agreement if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof.

(b) UCPC may immediately terminate this Agreement if Fire Department or any of its key personnel is convicted of an offense related to health care or is listed by a federal or state agency as being excluded, debarred, suspended, or otherwise ineligible for federal or state program participation.

(c) Either party may terminate this Agreement without cause, upon giving sixty (60) days written notice to the other party.

5. **Miscellaneous**

5.1 Independent Contractors. It is mutually understood and agreed that UCPC is and shall at all times be considered to be engaged by Fire Department to perform Services pursuant to this Agreement as an independent contractor. Neither UCPC nor any Medical Direction Team members shall be deemed to be an agent or employee of Fire Department by virtue of this Agreement and shall not be entitled to any of the benefits provided by Fire Department to its employees, including but not limited to workers' compensation insurance, unemployment insurance or any other benefit. Fire Department shall neither have nor exercise control or direction over the methods by which UCPC shall perform the Services under this Agreement, provided that all Services shall at all times be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement. Fire Department shall have the right to control the result achieved, but not the manner in which the Services are performed, subject to UCPC's and the Medical Direction Team's compliance with the other provisions of this Agreement. UCPC shall be responsible for all income and related taxes on remuneration paid hereunder. Each party shall be liable and responsible for any negligent acts or omissions by its agents and employees, which cause (or are alleged to have caused) material damage or injury to the party or to its employees, patients, or visitors.

5.2 Ownership of Information; Confidentiality. All Fire Department business, medical and other records, and all information generated by or relating to Fire Department or clinical management information systems (including, but not limited to, patient information and information concerning Fire Department's employees, services, and operations, whether in oral, written, or electronic form), shall remain the sole property of Fire Department. UCPC agrees to keep such information strictly confidential. UCPC shall not disclose any portion of such information except as expressly permitted by Fire Department or as required by law or pursuant to a valid court order or subpoena. UCPC agrees to comply with all applicable federal, state and local laws and regulations regarding confidential patient information, including the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

5.3 Non-discrimination. Fire Department and UCPC will not discriminate on the basis of race, color, sex, age, religion, national origin, disability, or any other status protected by applicable law in performing its obligations under this Agreement.

5.4 No Obligation to Refer Patients. It is expressly understood and agreed that nothing in this Agreement is intended to or shall obligate or require Fire Department to admit or refer patients to UCPC or any other UC Health facility. Each party hereby certifies that it shall not violate the federal "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b(b), as amended) or the "Stark Law" (42 U.S.C. § 1395nn, as amended), as well as the corresponding regulations for both laws, with respect to the performance of this Agreement.

5.5 Notices. Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to UCPC: University of Cincinnati Physicians Company, LLC
231 Albert Sabin Way
Mailbox 670769
Cincinnati, OH 45267-0769

Attn: **Dustin J Calhoun, MD FAEMS**

With copy to:
UC Health, LLC
3200 Burnet Avenue
Cincinnati, Ohio 45229

Attn: Office of General Counsel

If to Fire Department: Fairfield Township Fire Department
6048 Morris Rd
Fairfield, OH 45011

Attn: **Fire Chief Timothy Thomas, Sr.**

5.6 Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

5.7 Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.

5.8 Governing Law. The interpretation and enforcement of this Agreement will be governed by the internal laws of the State of Ohio, without regard to any conflicts of law provisions contained therein.

5.9 Assignability. The rights and obligations under this Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties. Neither Fire Department nor UCPC may assign its rights or obligations under this Agreement without the other party's written consent; except however, UCPC may assign this Agreement to UC Health or another entity controlled by UC Health.

5.10 Waiver of Breach. Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to this Agreement.

5.11 Entire Agreement. This Agreement, including exhibits and attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, whether written or oral. This Agreement may only be amended in a writing executed by the parties to this Agreement.

5.12 Federal Health Care Program Eligibility. Fire Department and UCPC each represent and warrant to the other that it is not, and its officers, directors, or employees and representatives participating under this Agreement (collectively, "Key Personnel") are not: (a) excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs or (b) has not been convicted (as that term is defined under 42 U.S.C. § 1320a-(7)(i)) of a criminal offense related to health care. Fire Department and UCPC each represent and warrant to the other that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e (g), has occurred or is pending or threatened against it or its Key Personnel. Each party will immediately notify the other of any change in the status of the representations and warranties set forth in this paragraph.

5.13 Responsibility for Own Acts. Fire Department and UCPC shall be responsible for their own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by a party, its employees or representatives, in the performance or omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against any party, it is the intent of Fire Department and UCPC to cooperate in the defense of the claim and to cause their insurers to do likewise. However, Fire Department and UCPC shall have the right to take any and all actions they deem necessary to protect their interest.

5.14 Master List. In the event that UCPC has entered into other arrangements that are required by law to be reported by UCPC, upon request, to the Secretary of the U.S. Department of Health and Human Services or other government Agencies, such arrangements are specifically referenced and maintained by UCPC in its Master List, which is hereby incorporated into this Agreement by this reference, as relevant.

5.15 Access to Books and Records. To the extent required by Section 1861 (v)(1)(1) of the Social Security Act, 42 U.S.C. §1395x(v)(1)(I) ("Section 1861"), until the expiration of four (4) years after the furnishing of any services provided under this Agreement, UCPC shall make available, upon written request by the Secretary of the U.S. Department of Health and Human

Services (the "Secretary") or by the U.S. Comptroller General (the "Comptroller General"), or by their respective duly authorized representatives, this Agreement and all books, documents and records of UCPC that are necessary to certify the nature and extent of the costs of such services. If UCPC carries out the duties of this Agreement through a permitted subcontract worth \$10,000 or more over a 12-month period with a related organization, to the extent required by Section 1861, such subcontract also shall contain an access clause to permit access by the Secretary, the Comptroller General, and their respective duly authorized representatives to the related organization's books, documents and records. UCPC shall immediately notify Fire Department upon the receipt of any request for information related to this Agreement.

5.16 Independent Medical Judgment. The Medical Direction Team shall freely and independently exercise its professional judgment in accordance with good medical practice in the care and treatment of patients to the extent included within the Services being provided hereunder. Each Medical Direction Team member shall exercise his or her skill, learning, intelligence and experience in the evaluation, diagnosis, medication, treatment and hospitalization of patients according to such Medical Direction Team member's informed judgment, and shall not be constrained in the exercise of his or her independent judgment by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

**UNIVERSITY OF CINCINNATI
PHYSICIANS COMPANY, LLC**

**FIRE DEPARTMENT:
FAIRFIELD TWP FIRE DEPT**

Printed Name: Lori Mackey

Printed Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

UCPC Department of Emergency Medicine

Printed Name: Steven Petrovic

Title: Executive Director, Business Affairs,
Department of Emergency Medicine

Date: _____