

EMERGENCY RESOLUTION NO. 19-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SPORTS MEDICINE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND PREMIER HEALTH.

WHEREAS, Premier Health is offering a program for fire and emergency medicine service providers to address injury prevention, evaluation, management, and education; and

WHEREAS, Council deems it beneficial to enter into this Sports Medicine Services Agreement as it relates to the Department of Fire's physical fitness program.

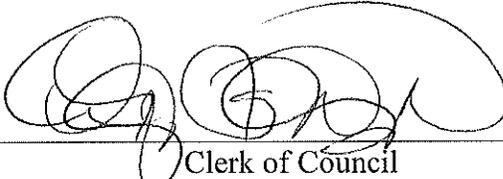
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a Sports Medicine Services Agreement by and between the City of Monroe and Premier Health pursuant to the terms and conditions of Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to allow the fire department staff to benefit from these services at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: May 14, 2019

ATTEST:



Clerk of Council

APPROVED:



Mayor

First Reading: April 23, 2019

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunlight Law, Section 121.22 of the Ohio Revised Code.

SPORTS MEDICINE SERVICES AGREEMENT

THIS AGREEMENT, entered as of this ___ day of _____ 2019, by and between The City of Monroe ("Organizer") and Premier Health ("Hospital").

WHEREAS, Organizer needs sports medicine services for Fire and EMS providers (the "Event" or "Events"); and

WHEREAS, Hospital operates a sports medicine program that employs staff who can provide said services; and

NOW THEREFORE, in consideration of the promises and terms contained herein, the sufficiency of which is hereby acknowledged, Organizer and Hospital agree as follows:

I. Duties of Hospital.

A. Hospital agrees to provide services and supplies as delineated in Exhibit A, attached hereto and incorporated herein.

B. The sports medicine staff may make recommendations regarding off-duty injuries assessment, injury prevention, off duty injury management, and other related services to benefit the athlete.

C. All sports medicine staff of Hospital who provides services pursuant to this Agreement will be considered employees of Hospital and will be covered by programs such as unemployment and worker's compensation by Hospital.

II. Duties of Organizer.

A. The Organizer shall provide services and supplies, as delineated in Exhibit A.

B. The Organizer agrees to give Hospital, its parent company, Premier Health, and all affiliated hospitals and companies within the network of Premier Health, advertising privileges free of charge. Further, Organizer agrees to give Hospital the right of first refusal to provide athletic training services at future events.

III. Term and Termination.

The term of this Agreement shall begin on May 15th, 2019 and shall expire at midnight on February 29, 2020 (the "Initial Term"). Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other. If neither party provides 90 day notice of termination prior to the end of the Initial Term, the agreement will automatically renew for an additional 12 months, each 12 month period referred to as a "Renewal Term".

Upon expiration of the Initial Term or in the event that Organizer terminates the agreement before the end of the Initial Term or any renewal term and pursues services similar to those identified in Exhibit A or any athletic training services from another healthcare provider within one hundred eighty (180) days after such expiration or termination, Organizer shall notify Premier Health of the proposed terms and conditions of the proposed agreement (“Notice of Offer”) and the Notice of Offer shall contain a copy of, or a description of, the material terms and conditions of the proposed new agreement. Premier Health shall then have the right of first refusal to match the terms of the new agreement, in which case this Agreement shall be modified such that it is equivalent to that of the other offer. The right of first refusal shall be exercised, if at all, by written notice to Organizer no later than fifteen (15) days after receipt of the written Notice of Offer

IV. Insurance.

Organizer shall provide and maintain general liability insurance coverage with total limits of \$1 million per occurrence and \$3 million aggregate coverage per year (“Liability Insurance”) and Organizer will provide a certificate of such Liability Insurance to Hospital. Organizer shall be responsible for payment of the premiums to maintain such Liability Insurance in force throughout the Term of this Agreement.

V. Assignment.

Neither party may assign their rights or obligations under this Agreement, except that Hospital shall have the right to assign or transfer this Agreement in connection with a sale or merger of Hospital or Premier Health, or any other transaction that results in the change of the corporate name of the Hospital, or to Premier Health or any Premier Health affiliate.

VI. Miscellaneous Terms.

A. This Agreement may be modified only by written agreement signed by both parties.

B. This Agreement shall be governed by and construed in accordance with the internal and substantive laws of the State of Ohio, without regard to conflict of law principles or rules.

C. The terms contained in any Master Sports Medicine Agreement entered into by Organizer and Hospital shall supplement in the event of ambiguity or dispute between the parties pursuant to this Agreement. Any contrary terms shall be resolved in favor of this Agreement.

D. Neither Organizer nor Hospital shall discriminate in the provision of services based on race, color, sex, religion, handicap, or national origin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HOSPITAL

CITY OF MONROE

By (Print): _____

By: William J. Brock

Title: _____

Title: City Manager

Signature: _____

Signature: _____

**Sports Medicine
Event Coverage Information
Exhibit A**

Event Name: Injury prevention, evaluation, management, and education

Event Organizer: City of Monroe Fire Department

Contact Person: Chief John Centers

Premier Health to Provide:

1. Standard first aid supplies
2. Premier Health personnel to provide injury prevention, evaluation, and management on site for a minimum of once per week for two hours.
3. Onsite monitoring for injury care during large training events with associated risk.
4. In the event that an athlete requests to see a Sports Medicine physician, arrangements will be made for physician appointments at Premier Sports Medicine or other sports medicine physicians within Premier Health for off-duty injuries only
5. As appropriate, Premier Health Sports Medicine personnel may provide informative topic presentations to athletes
6. Pamphlets and other promotional materials may be distributed to members at the front desk.
7. Access to links and articles for social media such as City of Monroe Fire Department website, Facebook, and other social media channels
8. Poster that can be displayed in the City of Monroe Fire Department that promotes the Athletic Training services for Premier Health
9. Annual assessments for entire department Healthy House Challenge to include initial testing, 6 months (no more than one year) post testing, composite testing results review with City of Monroe Fire Department for aggregate information only, and confidential review of individual results with employees
10. Educational workshops in conjunction with Premier Health EMS Center of excellence and Learning Institute minimum of 4 lectures annually
11. The athletic trainer may perform routine assessments of injured employees at the request of the employee. The athletic trainer may make recommendations regarding immediate management if the athlete requires additional services.
12. The athletic trainer may deny any athletic training services such as preventive taping, padding or wrapping if the athletic trainer's assessment reveals that the severity of the off-duty injury should prevent the employee from active duty.

Organizer to Provide:

1. Appropriate space for evaluation and consultation
2. Poster to be displayed promoting athletic training services
3. Wellness communication through employee newsletters, email, social media, web, etc. as appropriate