

ORDINANCE NO. 20-041

AN ORDINANCE AUTHORIZING THE TERMINATION OF THE EXISTING AMBULANCE RESTOCKING AGREEMENT WITH FIRELANDS REGIONAL MEDICAL CENTER OF SANDUSKY, OHIO; APPROVING AND AUTHORIZING THE EXECUTION OF A NEW AMBULANCE RESTOCKING AGREEMENT FOR RESTOCKING CITY AMBULANCES WITH SUPPLIES AND PHARMACEUTICALS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the City Manager to enter into an agreement with Firelands Regional Medical Center for restocking City ambulances with supplies and pharmaceuticals, in order to comply with new Federal Law and Regulations of the Department of Health and Human Services, Ambulance Restocking or General Replenishing Arrangement Regulations (42 C.F.R. 1001.952,66 Fed. Register 62979) and applicable Healthcare Program Payments, coverage, rules and regulations by Ordinance No. 06-029, passed on March 13, 2006; and

WHEREAS, the City Commission authorized a new agreement with Firelands Regional Medical Center of Sandusky, Ohio, for restocking City ambulances with supplies and pharmaceuticals by Ordinance No. 14-012, passed on February 24, 2014, and approved an amendment to Section 2 of Ordinance No. 14-012 to increase the expenditure of funds for restocking from \$16,000.00 annually to \$25,000.00 annually by Ordinance No. 15-128, passed on September 14, 2015; and

WHEREAS, the City does not have an alternative source for these supplies and pharmaceuticals and pursuant to the current agreement, Firelands Regional Medical Center only charges the City their cost for the supplies; and

WHEREAS, Firelands Regional Medical Center is now offering to supply most of the supplies and pharmaceuticals at no cost to the City as a way of giving back to the community; and

WHEREAS, the proposed agreement is for a one (1) year period from March 1, 2020, through February 29, 2021, and will automatically renew for one (1) year terms unless terminated in accordance to the agreement by one of the parties; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to order to immediately execute the agreement and prior to the commencing date of March 1, 2020; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:


Section 1. This City Commission hereby approves the termination of the Ambulance Restocking Agreement with Firelands Regional Medical Center of Sandusky, Ohio, dated March 1, 2014.

Section 2. For the reasons set forth in the preambles hereto, this City Commission hereby approved the proposed Ambulance Restocking Agreement with Firelands Regional Medical Center of Sandusky, Ohio, for restocking City ambulances with supplies and pharmaceuticals, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and carrying out the City's public purposes.


Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. For the reasons set forth in the last preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its passage and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: 

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 24, 2020

AMBULANCE RESTOCKING AGREEMENT

This Ambulance Restocking Agreement (“Agreement”) is dated March 1, 2020 by and between Firelands Regional Medical Center (“FRMC”), 1111 Hayes Avenue, Sandusky, Ohio 44870, an Ohio non-profit corporation, and the City of Sandusky (“EMS Agency”), 240 Columbus Avenue, Sandusky, Ohio 44870, a government ambulance provider.

WHEREAS, Firelands Regional Medical Center has agreed to restock medications, medical supplies, and linens at no cost to EMS Agency once a month by advance notification for the purpose of replenishing comparable drugs, medical supplies, and linens used in connection with the transport of a patient.

WHEREAS, to comply with the Department of Health and Human Services' ambulance restocking or general replenishing arrangement regulations, 42 C.F.R. 1001.952, 66 Fed. Reg. 62979 (Dec. 4, 2001), the parties agree to enter into this Agreement to ensure that the restocking is conducted in an open and public manner; that the billing of restocked items conforms with applicable federal healthcare program payments, coverage, rules and regulations; that there is no duplicate billing for any restocking; that the parties maintain records of replenished supplies and pharmaceuticals to the patient to which they relate; that the restocking shall not take into account the volume or value of referrals from the EMS Agency to FRMC, other than the delivery to FRMC of a particular patient for whom the drugs and medical supplies are restocked; and that the parties agree to comply with all federal, state and local laws regulating ambulance services, including, but not limited to emergency services and provisions of drugs and medical supplies, and laws related to the handling of controlled substances.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the undersigned agree as follows:

1. **Duties.**

- (a) FRMC shall restock drugs, medical supplies, and linens at no cost to EMS Agency ambulances once per month by advance request with supplies that are standard stock items used at FRMC and carried in approved EMS Agency vehicles. FRMC shall not restock drugs, medical supplies, and linens used in non-emergency transportation. Supplies are listed on the attached "Standard List of Restocked Items." Special order items (non-stock) cannot be ordered and will not be restocked. The EMS Agency will manage perishable supplies. Expired supplies are not exchangeable. Linen exchange shall be on a one-for-one basis.
- (b) EMS Agency shall utilize an individualized Requisition Template Form, to document and facilitate the restocking of supplies. The individualized Requisition Template may be revised one (1) time per quarter at the EMS Agency's request. EMS Agency shall fax a completed Requisition Template Form to Materials Management at FRMC at (419) 557-7411 no later than the 25th day of the month preceding the month for which the supplies and equipment are needed by EMS Agency.
- (c) EMS Agency shall pick up the items ordered on the Requisition Template Form from the FRMC Receiving Dock between 7 a.m. and 4 p.m. on weekdays (excluding holidays) at a mutually agreed upon appointment time. EMS Agency shall schedule pickup of supplies by calling (419) 557-6998 and pick up shall be no sooner than five (5) business days after faxing the monthly order on the Requisition Template Form to FRMC.

- (d) All non-controlled medications shall be replenished from the central stock room and documented by EMS Agency on a Medication Log form. Replenished expired medications shall not be invoiced to the EMS Agency. Controlled medications will be directly exchanged with the Pharmacy Department. The drugs and supplies used on a patient must be documented on the pre-hospital care report including the type and amount of drugs or medical supplies used.
- (e) FRMC shall provide the EMS Agency with an itemized record of drugs, medical supplies, and linens used to restock the ambulances upon EMS Agency's request.
- (f) Emergency replenishment supply orders will be accepted only by fax at (419) 557-7411. EMS Agency shall contact the on-call representative from Materials Management at (419) 557-7402 to confirm that the emergency request order has been received and to arrange for pick-up of the order. Emergency Orders placed on weekdays may be picked up on the same day between the hours of 1:00 a.m. and 3:00 p.m. Emergency orders placed on Saturdays, Sundays and/ or holidays may be picked up the same day but only between the hours of 7:00 a.m. and 10:00 a.m. All emergency orders are subject to product availability.

2. **Term.** This Agreement will begin on March 1, 2020 and end on February 28, 2021. Unless terminated in accordance with Section 3, this Agreement will automatically renew for one (1) year terms calculated from the ending date. This Agreement may be renewed an unlimited number of times.

3. **Termination.** This Agreement may be terminated as follows:

- (a) **Without Cause.** Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- (b) **Material Breach.** If either party fails to perform their respective duties under this Agreement (the “breaching party”), the “non-breaching party” may give notice to the breaching party of such failure to perform and demand performance. If the breaching party fails to fully perform all duties required by this Agreement within fifteen (15) days of such notice, the non-breaching party may terminate this Agreement without waiver of any rights the non-breaching party may have against the breaching party for such failure to perform. Either party may terminate this Agreement effective immediately upon giving written notice, if the other party engages in an act for which the party has previously received a fifteen (15) day notice.

4. **Independent Contractors.** The parties agree and acknowledge that, for the purposes of this Agreement, FRMC and the EMS Agency are at all times acting and performing as independent contractors. Nothing in this Agreement shall be construed by any party or any third party as creating an employer/employee, principal/agent, partnership, or joint venture relationship between FRMC and the EMS Agency. FRMC shall have no control over the medical judgment or decisions of the EMS Agency.

5. **General Conditions.**

- (a) FRMC shall provide the supplies and pharmaceuticals to the EMS Agency AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
- (b) The EMS Agency shall cooperate with FRMC in providing FRMC with a completed Requisition Template Form by the 25th day of the preceding

month for which supplies are requested. FRMC shall cooperate with the EMS Agency by providing an individualized Requisition Template Form.

- (c) Late or additional supply requests (non-emergency) will be processed in the same manner outlined in §1 (a)-(d).
- (d) Repeated failures to comply with the restocking procedures described in this Agreement may constitute a material breach of this Agreement and be subject to the provisions of Section 3 (b).

6. **Compliance with Law.** FRMC and the EMS Agency acknowledge that they have, in good faith, made reasonable efforts to comply with any applicable requirements or restrictions under the laws of the United States or the State of Ohio with respect to the practice of medicine in the relationship between FRMC and the EMS Agency. In the event that there is a change in the Social Security Act Title XI, XVII, or XIX as amended, the Medicare or Medicaid regulations or general instructions (or application thereof) the adoption of new legislation, or any administrative or regulatory change, such that in the reasonable belief of one or both of the parties, any aspect of this Agreement or any transaction contemplated by this Agreement does or may violate any of the foregoing, FRMC and the EMS Agency shall use their best efforts to reform or renegotiate the structure of the relationship described in this Agreement so that such violation or alleged violation no longer exists; provided, however, that in the event, after review of applicable law and good faith negotiation, the parties are not able within a period of ten (10) calendar days to reform or renegotiate this Agreement to avoid such violation or potential violation, then upon expiration of such ten (10) calendar day period, this Agreement shall automatically terminate and shall be null and void and of no further force and effect.

7. **Recall/Hazard Alert Information.** EMS Agency shall designate by name and title, a person to whom all Notifications of any Hazard or Recall shall be directed on a 24/7 basis for all items that are restocked pursuant to this or any prior restocking Agreement.

8. **Waiver.** The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants, or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment of any rights under this Agreement. Each party may at any time demand strict and complete performance by the other party of the terms, conditions, and covenants in this Agreement.

9. **Severability.** FRMC and the EMS Agency agree that the covenants and conditions set out herein are severable and separate, and the unenforceability of any specific covenant or condition set forth herein shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as an Agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of FRMC against the EMS Agency, whether predicated on this Agreement and its covenants and conditions, or otherwise, shall not constitute a defense to the enforcement by FRMC of said covenants and conditions of this Agreement.

10. **Record Retention.** To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to this Agreement, until the expiration of five (5) years after the furnishing of services pursuant to this Agreement, the EMS Agency agrees to make available, upon written request by the Comptroller General of the United States, or to any of her duly authorized representatives, this Agreement, and books, documents, and records of the EMS Agency that are necessary to certify the extent of any costs of FRMC arising from the Agreement. Further, if the EMS Agency carries out any of its duties from this Agreement through a subcontractor, the value or cost of which is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause to the effect and until the expiration of the five (5) years after furnishing of such service pursuant to such subcontract, that the related organization will make available upon written request to the comptroller General of the United States, or any of his duly authorized representatives subcontracts, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between FRMC and the EMS Agency with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied, between the parties with respect to the subject matter of this Agreement.

12. **Counterparts.** This Agreement shall be executed in one or more counterparts signed by an authorized officer of the professional corporation, and when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13. **Notification.** All notices required or permitted by terms of this Agreement shall be in writing and may be delivered personally or by certified mail, return receipt requested, to the individual designated by EMS Agency below:

Firelands Regional Medical Center
1111 Hayes Avenue
Sandusky, Ohio 44870
ATTN: Tina Monarch
Fax: (419) 557-7411
Phone: (419) 557-7412

Sandusky Fire Department
600 West Market Street
Sandusky, Ohio 44870
Attn: _____
Fax: _____
Phone: _____

14. **Notification for Hazard/Recall.** All notices for Notification of Recall/Hazard Alert required or permitted by the terms of this Agreement shall be in writing and may be delivered personally or communicated by fax and/or electronically or otherwise to the individual designated by EMS Agency below:

Recall/Hazard Notification

Name: _____
Title: _____
E-mail: _____
Cell Phone: _____
Beeper#: _____

15. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior or contemporaneous discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to the subject matter hereof, and no party shall be bound by any term, condition, definition, warranty or representation other than as expressly provided for in this Agreement.

This Ambulance Restocking Agreement is entered into this _____ day of _____, 2020, by and between:

Firelands Regional Medical Center

Sandusky Fire Department

By: _____
Robert M. Moore
Executive VP & Secretary

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

City of Sandusky

By: _____
Eric Wobser
City Manager

Date: _____

**FIRELANDS REGIONAL MEDICAL CENTER
STANDARD LIST OF RESTOCKED ITEMS**

1. IV Solutions
2. IV administration sets and prep supplies
3. Angiocaths-assorted sizes
4. Butterfly cannulas-assorted sized
5. Syringes
6. Needles
7. Non-rebreather masks
8. Nasal cannula
9. Disposal bag - valve mask
10. Endotracheal tubes-assorted sizes
11. Oral airways-assorted sizes
12. Nasal airways - assorted sizes
13. EKG electrode pads
14. Cervical collars - assorted adult and pediatric sizes
15. Suction supplies
16. Linens (sheets, pillowcases, blankets)

This list does not address or suggest specific brands or manufacturers. Selection of brands and manufacturers will be the prerogative of the hospital.

Pharmaceuticals and other contents of standard drug boxes are listed on the "Standard Drug Box Inventory." EMS Agency personnel need to obtain controlled medications directly from Firelands pharmacy and non-controlled medications from the medication storage area in the Emergency Room.