



Police and Fire Committee Agenda

February 2, 2022 at 4:45 PM

Police and Fire Committee

Ben Hunt, Chair
Rich Bardach
Bob Rosen

Staff Liason

Scot Lahrmer, Village Manager
Rich Wallace, Police Fire Chief

MINUTES

1. Approval of minutes: November 15, 2021

TOPICS OF DISCUSSION

1. EMS Update: Reading Fire Chief Todd Owens
2. Cruiser Purchase
3. Police-Fire Department Update

ADJOURNMENT

Amberley Village Council
Police-Fire Committee -- Meeting Minutes
November 15, 2021

In attendance: Peg Conway (chair), Natalie Wolf (committee), Rich Bardach (committee), Tom Muething, Lt. Blum, Chief Owens (Reading), Scot Lahrmer, Tammy Reasoner, Chief Wallace

Prior Minutes

The minutes from the meeting on November 1 were accepted as submitted.

EMS Update

Reading Fire Chief Todd Owens presented year to date data on their EMS service to Amberley. The arrangement continues to go well. Response times to Amberley have improved, to an average of 8:02 minutes. Chief Owens reported that Reading pulled out of negotiations with Golf Manor & Columbia Township because they could not align their respective needs and priorities. The Golf Manor website indicates they will be contracting with Deer Park-Silverton starting 3/22/2022. Chief Owens and Chief Wallace noted that the loss of staffing at the former Golf Manor/Little Miami firehouse will be a change whose impact they will monitor. They also shared with the committee that they have been looking ahead and considering how our two communities might further collaborate to make the best use of resources for each.

2022 Budget Preview

Lt. Blum presented the department's preliminary list of budget wants and needs along with explanations of why each item was included and how it would benefit the department's operations. The list included body cameras and associated software, night vision goggles, new medic bags, rifle upgrades, ammunition, police and fire radios, thermal cameras, and extrication equipment. The list had not yet been vetted by the Village Manager and Finance Director but was being shared with the committee for informational purposes. The full proposed budget for 2022 will be presented to the Finance Committee on November 29.

There being no further business, the meeting was adjourned.

Prepared by: Peg Conway, Chair

Amberley Village Response



		Total Responses			Responses to Amberley Village				Simultaneous Incidents			Mutual Aid EMS		Mutual Aid Fire	
		EMS	Fire	Total	M83	M283	M84	Total	X2	X3	X4	Given	Rec'd	Given	Rec'd
2021	Jan	179	34	213	15	4	1	20	43	5	0	9	2	15	6
	Feb	190	29	219	11	1	2	14	49	3	0	9	1	15	4
	Mar	182	46	228	23	3	0	26	35	5	0	6	4	21	6
	Apr	220	43	263	22	6	0	28	59	2	0	12	2	20	9
	May	245	30	275	25	6	0	31	50	8	1	23	6	16	8
	June	219	42	261	20	4	0	24	47	3	0	18	4	15	10
	July	234	44	278	15	2	0	17	41	11	0	20	3	22	9
	Aug	219	38	257	24	9	0	33	51	8	1	19	3	20	4
	Sep	212	45	257	19	2	1	22	45	5	0	12	0	25	9
	Oct	244	33	277	20	2	0	22	61	15	3	7	8	17	7
	Nov	200	45	245	22	2	2	26	45	8	0	8	3	19	16
	Dec	203	43	246	20	4	0	24	38	4	0	11	1	23	5
2021 Totals:		2,547	472	3,019	236	45	6	287	564	77	5	154	37	228	93
		84.37%	15.63%		82.23%	15.68%	2.09%		18.68%	2.55%	0.17%				
Versus 2020:		16.30%	2.61%	13.92%	14.01%	-4.26%	200.00%	12.11%	11.24%	40.00%	-16.67%	161.02%	-27.45%	18.13%	-2.11%

		Total Responses			Responses to Amberley Village				Simultaneous Incidents			Mutual Aid EMS		Mutual Aid Fire	
		EMS	Fire	Total	M83	M283	M84	Total	X2	X3	X4	Given	Rec'd	Given	Rec'd
2020	Jan	182	39	221	19	5	0	24	48	5	0	2	5	10	4
	Feb	170	44	214	14	5	0	19	37	1	0	6	5	16	10
	Mar	163	34	197	14	6	0	20	37	6	1	7	4	11	6
	Apr	144	40	184	20	2	0	22	36	4	0	3	3	18	10
	May	213	31	244	18	4	0	22	47	8	1	2	7	12	11
	June	203	54	257	10	1	1	12	50	5	1	4	3	24	15
	July	210	45	255	18	6	0	24	57	4	3	8	5	23	10
	Aug	185	42	227	15	4	0	19	38	8	0	6	6	15	4
	Sep	185	31	216	21	2	0	23	44	6	0	7	4	11	6
	Oct	153	37	190	14	4	0	18	24	1	0	3	3	15	6
	Nov	178	42	220	14	2	0	16	40	4	0	7	3	21	7
	Dec	204	21	225	30	6	1	37	49	3	0	4	3	17	6
2020 Totals:		2,190	460	2,650	207	47	2	256	507	55	6	59	51	193	95
		82.64%	17.36%		80.86%	18.36%	0.78%		19.13%	2.08%	0.23%				

Safety Systems

4113 Turner Road
Richmond, IN 47374

QUOTATION

Quote Number: 2022 Ford Utility

Quote Date: Jan 31, 2022

Page: 1

Voice: 765-935-3566

Fax: 765-935-9713

Quoted To:

Amberley Village Police-Fire Department
7149 Ridge Road
Cincinnati, OH 45237

Customer ID	Good Thru	Payment Terms	Sales Rep
Amberley Village	3/2/22	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
1.00	VALR51	Federal Signal 51" Valor Lightbar (Per Spec) See Attached	1,875.00	1,875.00
1.00	PF200R	Federal PathFinder Siren/Switch Control (Remote Head)	700.00	700.00
1.00	ES100C	Federal Signal 100 Watt Speaker includes ESB-FPIU20ND (Package Deal with Lightbar and Siren)	130.00	130.00
1.00	MPS600U-RR	Federal MicroPulse 600U Surface Mount (Red/Red) Fog Light Mounted	74.00	74.00
1.00	MPS600U-BB	Federal MicroPulse 600U Surface Mount (Blue/Blue) Fog Light Mounted	74.00	74.00
2.00	416910-W	Federal LED HideAway (White)	72.00	144.00
2.00	MPSW9-BW	Federal MicroPulse Wide Angle (Blue/White) Under Mirror Mounted	114.00	228.00
1.00	MPSMW9-FPIU20MIR	Federal Side Mirror Brackets for 2020+ Ford Utility (Pair)	24.00	24.00
1.00	Antenna Kit	Includes Coax, Screw On End Connector, and Antenna	67.00	67.00
1.00	S4702UIN20OSB	Pro-Gard Charcoal Grey ABS, Standard Transport Seat w/ 1/4" Poly Window Cargo Barrier and Outboard Seat Belts	1,411.82	1,411.82
1.00	PRPSP4704UIN20A	Pro-Gard Full Partition, Center Sliding, includes Recessed Panel and Lower Extension Panels (2020+ Ford Utility)	733.00	733.00
1.00	WBP47NPUIN20	Pro-Gard Poly Window Bars. Used with OEM Door Panels (2020+ Ford Utility)	207.00	207.00
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

Safety Systems

4113 Turner Road
Richmond, IN 47374

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Page: 2

Voice: 765-935-3566

Fax: 765-935-9713

Quoted To:

Amberley Village Police-Fire Department
7149 Ridge Road
Cincinnati, OH 45237

Customer ID	Good Thru	Payment Terms	Sales Rep
Amberley Village	3/2/22	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
1.00	C-VS-1400-INUT-1	Havis Low-Profile Angled Console (2020+ Ford Interceptor Utility)	235.00	235.00
1.00	C-CUP2-1A15	Havis Angled Cup Holder	33.40	33.40
1.00	C-ARM-101	Havis Top Mount Arm Rest	65.40	65.40
2.00	416910-B	Federal LED HideAway (Blue)	72.00	144.00
4.00	416300-B	Federal Flush Mount Exterior Perimeter LEDs (Blue)	70.00	280.00
1.00	11.6124.RWO	Sho-Me LED Dome Light (Red/White)	47.33	47.33
1.00	MPS300U-R	Federal MicroPulse Ultra 300 (Red)	62.00	62.00
1.00	MPS300U-B	Federal MicroPulse Ultra 300 (Blue)	62.00	62.00
1.00	14.034	Sho-Me Multi-Port Accessory Box	38.25	38.25
1.00	MPS1220U-RW	Federal MicroPulse Ultra 1200 Dual Color (Red/White)	107.00	107.00
1.00	MPS1220U-BW	Federal MicroPulse Ultra 1200 Dual Color (Blue/White)	107.00	107.00
4.00	MPS620U-BW	Federal MicroPulse Ultra Dual-Color (Blue/White) 2 Rear Side Window / 2 Side Push Bumper	86.00	344.00
2.00	MPSM6-SB	Federal Swivel Mount Bracket for MPS600U in Rear Side Window	17.50	35.00
1.00	PB47UIN20HD	Pro-Gard HD Push Bumper (2020+ Ford Utility)	413.91	413.91
1.00	PKG-PSM-3006	Havis 2020-2021 Ford Interceptor Utility Premium Passenger Side Mount Package	515.17	515.17
1.00	GVPMD-H	Pro-Gard Vertical Partition Mount Tri-Lock Gun Rack w/ Handcuff Key	444.57	444.57
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

Safety Systems
4113 Turner Road
Richmond, IN 47374

QUOTATION

Quote Number: 2022 Ford Utility
Quote Date: Jan 31, 2022
Page: 3

Voice: 765-935-3566
Fax: 765-935-9713

Quoted To:
Amberley Village Police-Fire Department 7149 Ridge Road Cincinnati, OH 45237

Customer ID	Good Thru	Payment Terms	Sales Rep
Amberley Village	3/2/22	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
1.00	05.0512.513	Sho-Me Mercury Switch with Clip	38.81	38.81
1.00	SL4F-2R2B	Federal 4 Head Latitude Red/Blue	231.00	231.00
1.00	Installation	Includes all wiring, fusing, and shop materials includes WatchGuard Camera System and Vigilant LPR	1,368.70	1,368.70
1.00	Installation	Remove WatchGuard and Vigilant LPR	335.00	335.00
2.00	CG-X	Havis Chargeguard Select	75.00	150.00
1.00	Surcharge	Federal Signal Surcharge - This is a surcharge of 5% that Federal Signal has implemented on ALL of their Equipment	230.19	230.19
Subtotal				10,955.55
Sales Tax				
TOTAL				10,955.55

STATE CONTRACT RSI006716 (SOLICITATION ID # SRC0000001531) GDC050

STATE CONTRACT CTR006716

2022 POLICE EXPLORER

Order No:

AMBERLEY VILLAGE PD

FIN# QI878

CURRENT STATE CONTRACT UNIT IS FOR A 2022 BLACK PIU HYBRID WITH KEYLESS ENTRY (FOBS) AND DS SPOT ONLY*****PLEASE NOTE: COLOR, MOTOR AND OPTIONS CAN ALL BE CHANGED TO SUIT YOUR NEEDS*****

K8A 4DR AWD POLICE	99W .3.3L HYBRID	CHANGED
.119" WHEELBASE	44B .10-SP-MOD-HYBRD	CHANGED
UM AGATE BLACK	425 50 STATE EMISS	
9 CLTH BKTS/VNL R	51R-DRV-LED-SPT-LMP	CHANGED
6 EBONY	55F KEYLESS - 4 FOB	
500A EQUIP GRP	DEST AND DELIV	
.AM/FM STEREO		

STATE CONTRACT CTR006716 BID. THIS AMOUNT IS FOR THE ABOVE LISTED UNIT ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL INCREASE OR DECREASE THE AMOUNT OF THE UNIT.

\$ 35,849.00**FORD FACTORY VSO (Vehicle Special Order) LIGHTING Add-On by customer request**

ADDED BY CUST.		ADDITIONAL BID ITEM QUOTED TO STATE (WILL + OR - TO ABOVE AMOUNT)			
16D	\$ -	3.3L V6 FFV	99B/44U	\$ (3,079.00)	\$ (3,079.00)
18D	\$ -	INSIDE REAR LOCKS/HANDLES INOP	68G	\$ 67.00	\$ 67.00
47A	\$ 251.32	HTD SIDE VIEW MIRRORS	549	\$ 53.00	\$ 53.00
51T	\$ 405.82	RED/WHT DOME IN CARGO	17T	\$ 45.00	\$ 45.00
59F	\$ 48.41	DRV LED SPT LMP DELETE	51R	\$ (352.00)	\$ (352.00)
76P	\$ 140.08				
76R	\$ 266.77				
87R	\$ -				

STATE CONTRACT CTR006716

Attn: MARK ROESLER

Derek Powers

Fleet/Gvmt. Sales Mgr.

Montrose Ford

QUOTED 1/6/2022

ORDERED

TOTAL OF STATE CONTRACT UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE**\$ 32,583.00****TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD****\$ -****TOTAL FOR CUSTOMER ADDED OPTIONS - NOT QUOTED TO THE STATE****\$ 1,112.40****TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS****\$0.00****TOTAL FOR SINGLE UNIT QUOTED / ORDERED****\$ 33,695.40****1 unit/s requested****\$ 33,695.40**

Cust. Signature:

Date:

CODE	DESCRIPTION
16D	Badge Delete
18D	Global Lock / Unlock feature
47A	Police Engine Idle Feature
51T	Spot Lamp - LED Bulb, Driver Only (Whelen)
59F	Keyed Alike – 0576x
76P	Pre-Collision Assist with Pedestrian Detection
76R	Reverse Sensing System
87R	Rear View Camera (mirror display)

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TACTICAL ATHLETE SERVICES AGREEMENT

This Agreement (the "**Agreement**") is entered into by and between **BEACON ORTHOPAEDICS & SPORTS MEDICINE, LTD. ("Beacon")**, and Amberley Village ("**Amberley**"), collectively "**the Parties**," effective on the date of last signature to this Agreement (the "**Effective Date**").

RECITALS

- A. Beacon has twenty-five (25) locations in Southwest Ohio, Northern Kentucky and Southeast Indiana. A major focus area of Beacon is the care of tactical athletes. Beacon has developed expertise in providing a comprehensive program of wellness and medical coverage to public safety professionals, first responders, municipal workers and tactical athletes including fire fighters, law enforcement officers, park rangers, emergency medical service workers, and parks and recreation personnel.
- B. Amberley desires to provide best-in-class sports medicine and medical support services to its police officers and firefighters ("Amberley's Employees") through a tactical athlete program provided by Beacon.
- C. Beacon and Amberley desire to establish a collaborative relationship to provide medical care, tactical medicine and education services to Amberley's Employees.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, Beacon and Amberley agree as follows:

- 1. Purpose. The Parties desire to establish a collaborative relationship to aid in the provision of medical care, tactical medicine, education and consultative health services to Amberley's Employees in exchange for remuneration payable to Beacon. Amberley and Beacon desire to solidify the mutual commitment and relationship between the Parties to provide a long-term benefit to tactical athletes and the Amberley community.
- 2. Term and Termination. The term of this Agreement shall begin on the Effective Date and continue in full force and effect until December 31, 2022 ("Initial Term"), unless otherwise terminated earlier pursuant to the provisions set forth in this Agreement. Upon termination of the Initial Term, this Agreement will automatically renew for a one-year term. This Agreement may be terminated by either party, with or without cause, at any time by providing ninety (90) day prior written notice of termination to the other party.
- 3. Independent Contractor Status. At all times herein, and during the performance of any duties under this Agreement, Beacon shall be, and is, an independent contractor, and neither they, nor their employees or agents, shall be considered by any means an employee and/or representative of Amberley. Beacon shall direct all means and manner of any work and/or services provided for under this Agreement and Beacon shall further supervise and evaluate any individuals providing services on its behalf to Amberley per the terms of this Agreement. Further, the Parties each expressly disclaim any intent to form a partnership, association, or any other entity, or to become joint venturers in the operation of their respective facilities for tax or other purposes by virtue of the execution of this Agreement.
- 4. Insurance. Beacon, their employees, agents and representatives, shall each have in place and

maintain a professional liability insurance policy in amounts no less than \$1 million per occurrence/\$3 million in aggregate. Amberley, its employees, agents and representatives shall have in place and maintain a professional liability insurance policy in amounts no less than \$1 million per occurrence/\$3 million in aggregate and General Liability Insurance in the minimum amounts of \$1 million. Upon request, each Party shall provide the other Party with certificate(s) evidencing such insurance coverage and agrees not to materially alter or cancel such insurance coverage. The Parties shall ensure that the insurance policies referenced herein remain in effect during the term of this Agreement.

5. Services and Resource Support Provided by Beacon. Beacon shall provide the services and support under the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein.

6. Medical Space and Transport Services. Amberley agrees to provide, at its cost, weighted equipment, cardio equipment, and basic athletic training and first aid supplies.

7. Compliance with Laws. The services set forth in this Agreement shall be done in compliance with all applicable state, federal and local laws and regulations, including, but not limited to, laws and regulations addressing the confidentiality of health information and employee records.

A. No Referrals Required. It is expressly understood and agreed that nothing in this Agreement shall obligate or require Amberley to refer patients to Beacon or any facility affiliated with Beacon. No Party hereunder will receive payment for admissions, recommendations or referrals to any Party. The parties acknowledge that neither Party shall violate the federal "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b, 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.

B. Change in Law. All Parties shall give prompt written notice to the other Party in the event that it determines in good faith that the execution and delivery or performance of this Agreement by such Party, or the performance by such Party of any material provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such Party, creates a substantial risk of being deemed in violation of any legal or regulatory requirement applicable to such Party (including, but not limited to, any law, regulation or other requirement that may be applicable to such Party by virtue of its tax-exempt status or its participation in any governmental health care program), as such requirement is interpreted by any agency or instrumentality of federal, state or local government charged with enforcement of such requirement. In the event of such determination, the Parties agree to suspend the services and attempt to structure a revised Agreement that conforms to applicable law and regulatory requirements and achieves the original intent of the Parties as closely as possible; provided, however, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the remaining provisions of this Agreement unless the failure to perform the affected provisions would defeat the essential purposes or materially affect the economic substance of this Agreement. If the Parties are not able to do so within thirty (30) days of such determination, either Party may terminate this Agreement upon written notice to the other party.

8. Government Program Exclusion and Health Care Related Crimes. Each Party to the Agreement represents and warrants that it (A) is not currently, nor has been, excluded, debarred, suspended, or otherwise declared ineligible to participate in Medicare, Medicaid or any other federal health care program as defined under 42 U.S.C. §1320a-7b(f), or in federal procurement or non-procurement programs; and, (B) has not been

convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a). A Party shall immediately notify the other Party of its: (A) exclusion, debarment, suspension, or other event that makes or could make the Party ineligible to participate in Medicare, Medicaid or any other federal healthcare program, or in federal procurement or non-procurement programs; or (B) criminal conviction that falls within the scope of 42 U.S.C. § 1320a-7(a). In the event any Party is (A)excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program; or (B) convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), this Agreement shall automatically terminate.

9. Licenses and Permits. Beacon represents and certifies that all licenses and permits required to perform services under this Agreement shall be in place, in good standing and maintained during the term of this Agreement.

10. Entire Agreement. This Agreement 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 writing and executed by the Parties to this Agreement.

11. Confidentiality. To the extent permitted under Ohio law, this Agreement and its terms shall remain and be kept confidential.

12. Notice. Any notices, invoices, or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing (including delivery by overnight express delivery) or three (3) business days after mailing by certified mail, postage prepaid, to the other Party at the address set forth below or to such other person(s) and address(es) as either Party may designate writing:

If to Beacon:

Beacon Orthopaedics & Sports Medicine, Ltd.
50 E. Business Way
Cincinnati, Ohio 45241
Attn: Andy Blankemeyer
Chief Executive Officer

If to Amberley:

Attn: _____

13. Assignment: Benefit. No Party shall assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other party.

14. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its rules as to conflicts of laws. Any dispute that arises between the parties shall be brought in a court of competent jurisdiction in the State of Ohio.

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16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute the same document.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as set forth below.

Amberley Village

Signature

Print Name

Title

Date

Beacon Orthopaedics & Sports Medicine

Signature

Print Name

Title

Date

EXHIBIT A

Tactical athletes are professionals whose job demands a high level of physical activity or exertion. Often public safety, first responder, or municipal workers and tactical athletes include fire fighters, law enforcement officers, park rangers, emergency medical service workers, and parks and recreation personnel. As part of our tactical athlete program, we provide athletic trainer access to teams of public safety, first responder and municipal workers and tactical athletes. The embedded athletic trainer provides preventative care, health maintenance support, physical medicine and rehabilitation, triage and immediate care. The goal of the partnership is to provide high-level care, assessment and education to tactical athletes, with the following goals:

- 1) Cost savings by reducing overall medical costs spent on work and non-work-related injuries
- 2) Access to immediate care of an athletic trainer
- 3) Establishment of life-long health habits to prevent and mitigate orthopedic and general health issues
- 4) Streamline worker's compensation cases
- 5) Develop a more resilient and durable work force
- 6) Reducing or eliminating the time an individual would miss on the job due to suffering an injury
- 7) Keeping staffing levels up through preventative care and maintenance
- 8) Coordination of orthopedic care, if needed

A. **DESCRIPTION OF THE SERVICES.** Beacon shall provide the following services to Amberley Village Department of Public Safety:

- 1) **Athletic Trainer Services** -A Certified Athletic Trainer (ATC) is a healthcare provider with a primary role in health and safety, having advanced skills in physical and occupational health. The ATC will provide the following services while working under the direction of the Medical Director:

- a) Conduct biannual job fitness assessments
- ~~b) Conduct bimonthly injury checks (one on site/one at Summit Woods Facility) to perform assessments and develop plans of care~~
- c) Be available to Amberley Employees to answer questions regarding general health and wellness
- d) Conduct quarterly educational seminars at staff meetings with topics including, but not limited to:
 - i) Injury Prevention Strategies
 - ii) Nutrition
 - iii) Stress Management
 - iv) Proper Training Strategies
- e) Provide coverage of live training or other events, as mutually agreed upon by the parties, to triage and/or provide immediate care to any injuries sustained by Amberley Employees; dates and times of coverage shall be mutually agreed upon by the parties
- f) Assist with the Work Conditioning Program for return to work in accordance with Amberley's workers compensation provider
- g) Provide expedited scheduling assistance and care coordination; Should the Amberley Employee need additional orthopedic care and choose to seek that care from Beacon Orthopaedics, the Employee may contact the designated ATC who will assist the Employee with scheduling at Beacon Orthopaedics and assist with care transition and coordination. The appointment will be scheduled within twenty-four (24) to forty-eight (48) hours of speaking with the ATC. Notwithstanding the foregoing, the parties acknowledge that Employees with work-related injuries must comply with Amberley's Worker's Compensation procedures and policies.

2) **Certified Strength and Conditioning Specialist Services** - Certified Strength and Conditioning Specialists (CSCS) are professionals who apply scientific knowledge to train individuals for the primary goal of improving overall performance. They conduct specific testing sessions and design and implement safe and effective strength training and conditioning programs. The CSCS will provide the following services:

a) Assist in the biannual job fitness assessments

~~b) Assist in the biannual job fitness assessments. Employees in strength and conditioning program design and implementation~~

c) Develop and implement Amberley fitness programs

d) Promote safety of exercise technique and enhance program design through on-site evaluations and in services

e) Provide recommendations on equipment upgrades to maximize training for job demands and efficiency.

B. **FEES.** These services cost per annum \$18,000, paid monthly in even installments of \$1,500. Such payments shall be made by Amberley within thirty (30) days of receipt of the invoice. In accordance with Section 2, this agreement will automatically renew on December 31, 2022 and the annual rate shall remain the same unless the parties sign a written amendment to this Agreement setting forth new terms.