Introduced by	Council Bill No	<u>R 35-13</u>
A F	RESOLUTION	
with Missouri Emergency AHA Training Center MO	nter and training satellite Medical Education, LLC, o 20758, to provide commu ar care training programs.	on behalf of unity-based
BE IT RESOLVED BY THE COUNCIL FOLLOWS:	OF THE CITY OF COL	UMBIA, MISSOURI, AS
SECTION 1. The City Manager is training satellite agreement with Missou AHA Training Center MO20758, to procare training programs. The form and set forth in "Exhibit A" attached hereto a verbatim.	ri Emergency Medical Edi vide community-based er content of the agreement	ucation, LLC, on behalf on mergency cardiovasculates shall be substantially as
ADOPTED this day of _		, 2013.
ATTEST:		
City Clerk	Mayor and Presi	iding Officer
APPROVED AS TO FORM:		
City Counselor		

Missouri Emergency Medical Education, LLC TRAINING CENTER & TRAINING SATELLITE AGREEMENT

THIS AGREEMENT between AHA Training Center MO20758: Missouri Emergency Medical Education, LLC (hereinafter "MEMeducation") and Training Satellite: Lity of Columbia (hereinafter "TC SATELLITE"), for the following course(s) (mark all courses that apply):

WHEREAS, MEMeducation is a limited liability company and an AHA training center dedicated to assist in fighting heart disease and stroke by providing emergency cardiovascular care programs and AHA cards and guidance for AHA Training Sites.

WHEREAS, this TC SATELLITE has entered into a Training Center Agreement with MEMeducation to provide programs under the current ECC guidelines and will manage individual instructor records assigned to the TC SATELLITE for MEMeducation.

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

1. Responsibilities of Satellite Training Center:

- a. TC SATELLITE Representatives: TC SATELLITE shall designate an employee of the TC SATELLITE (hereinafter "TC SATELLITE Representative") to serve as the primary contact between the TC (MEMeducation) and the TC SATELLITE. The TC SATELLITE shall ensure that a new TC SATELLITE representatives attend an orientation with the MEMEDUCATION.
- b. TC SATELLITE shall conduct courses and shall authorize instructors to conduct courses only within their Geographic Territory (Missouri). TC SATELLITE shall ensure that all courses taught by TC SATELLITE and/or their instructors conform to the requirements of the Program Administration Manual (PAM) and the guidelines set out in the applicable AHA Instructor's Manuals. TC SATELLITE acknowledges and agrees that this Agreement is non-exclusive and that MEMeducation may enter into Satellite Training Site Agreements with other parties within the Geographic Territory (Missouri).
- c. The TC SATELLITE will support the Chain of Survival initiatives in cooperation with the AHA in their region and/or community, within available resources as outlined in the PAM.
- d. The TC SATELLITE should support local public advocacy Chain of Survival activities, e.g., public access defibrillation.
- e. TC SATELLITE agrees to provide MEMeducation with a current copy of liability insurance when providing AHA programs and/or governing instructors as demonstrated in Attachment A.

f. Rosters and Course Completion Cards:

TC SATELLITE shall be issued course cards and provide safeguard of such cards from unauthorized distribution. It shall limit the distribution of course cards only to person who are students of and/or instructors of the TC SATELLITE and who have met the requirements for receipt of course cards in accordance with the PAM. TC SATELLITE instructors will not distribute AHA cards to other instructors. TC SATELLITE understands that only the approved TC Coordinator and TC SATELLITE Representative may receive course cards from the distributors. TC SATELLITE agrees that it will follow MEMeducation TC Coordinator's direction to insure that only the appropriate type of course card is issued to each student.

- g. TC SATELLITE shall maintain rosters and records for all courses conducted by the TC SATELLITE and the instructors under their supervision for at least 3 years after the date the course was conducted.
- h. TC SATELLITE shall submit statistical data and/or reports to MEMeducation as required by the TC Coordinator for submission to AHA when requested.
- i. TC SATELLITE agrees to use at least the minimal equipment requirement set by AHA instructor network course resource guidance and instructor manual. The TC SATELLITE shall keep a schedule or spreadsheet of the date the equipment is properly cleaned in accordance with the PAM and MEMEDUCATION policies.
- i. AHA Materials:

TC SATELLITE may purchase AHA Materials directly from AHA distributors. AHA course exams may be obtained from the TC Coordinator at MEMeducation by email and will send by email directly to TC SATELLITE representatives and instructors. Written exams and answer keys may be used only for provision of AHA courses and TC SATELLITE's shall prohibit instructors from distributing AHA Course written exams and answer keys without the permission of the MEMEDUCATION or TC SATELLITE representative.

- 3. Reviews: MEMEDUCATION may monitor and/or review the TC SATELLITE compliance with AHA program guidelines at least once each year through a review of course records, site reviews, and/or course audits. TC SATELLITE shall provide MEMEDUCATION's TC Coordinator with access, as needed, to TC SATELLITE facilities and course records.
- 4. Costs and Fees: All costs of providing courses and fees charged to students shall be the responsibility of the TC SATELLITE. The TC and AHA shall not have any responsibility for any costs incurred by these courses, or fees charged, by the TC SATELLITE. The AHA is paid no fees by the TC SATELLITE or instructors, and MEMeducation and AHA have no financial interest in the business of the TC SATELLITE or instructors.
- 5. Relationship of the Parties: The parties acknowledge and agree that the relationship created by this Agreement is that of independent contractors, each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any obligations on

behalf of the other party; nor are the parties joint ventures or partners; nor does the relationship created under this agreement constitute a franchise. TC SATELLITE is solely responsible for carrying out its responsibilities under this agreement. TC SATELLITE is solely responsible for Employees of the TC SATELLITE and is not, and shall not be considered employees of MEMEDUCATION or AHA. Without limiting the foregoing, the TC SATELLITE acknowledges and agrees that MEMEDUCATION and AHA shall have no responsibility for any activities of TC SATELLITE, including, but not limited to, their conduct of courses, their employment, supervision and training of instructors and other employees or agents, their scheduling of courses, their obligation to provide courses to third parties, their obligations to pay for AHA materials or other supplies or services provided by third parties or any other obligations incurred in the course of business.

6. Conflict of Interest: TC SATELLITE acknowledges that the MEMEDUCATION's and AHA's conflict of interest policy prohibits MEMEDUCATION and AHA volunteers from acting and being involved in any decision-making process on behalf of MEMEDUCATION or AHA when the volunteer has any interest (whether financial, personal, or professional) in the activity. This policy may result in the disqualification of the TC SATELLITE employees from acting as MEMEDUCATION or AHA volunteers in the ECC programs. TC SATELLITE will not knowingly permit its employees or agents to take any actions that violate MEMEDUCATION's or AHA's conflict of interest policy.

7. Proprietary Rights:

- a. TC SATELLITE acknowledges and agrees that copyright in AHA materials is owned by the AHA. AHA materials may not be copied, in whole or in part, and/or adapted without the prior express written consent of the AHA.
- b. The name "American Heart Association," the heart-and-torch logo, and the slogan "Fighting Heart Disease and Stroke" and the ECC logo (hereinafter collectively "AHA Servicemarks") are servicemarks of the American Heart Association, Inc. TC SATELLITE acknowledges and agrees that it may not use them or display them in any fashion whatsoever, except as may be expressly set out in the PAM, and subject to the AHA's prior review and written approval.
- c. Course rosters and monitoring forms are the property of the AHA and shall be delivered to the AHA or MEMEDUCATION upon request or upon termination or expiration of this Agreement, whichever comes first.

8. Indemnification:

a. Unless prohibited by law, TC SATELLITE hereby agrees to indemnify, defend, and hold harmless MEMEDUCATION and AHA and its affiliates, and their officers, employees, volunteers, and agents, from and against all claims, damages, liabilities, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with (a) Courses offered or provided by TC SATELLITE, instructors, their employees or agents; (b) acts or omissions of TC SATELLITE, and/or instructors; and (c) any breach by TC SATELLITE and/or instructors of the terms of this Agreement. However, this indemnity obligation shall not extend to claims, damages liabilities, suits and expenses caused solely from the science content of any AHA materials when used by TC SATELLITE in full compliance with the PAM and the guidelines set out in the applicable AHA Instructor's Manual.

- b. In no event shall MEMEDUCATION or AHA nor their officers, employees, volunteers or agents be liable to TC SATELLITE for any direct, indirect, special, consequential, or incidental damages. This includes TC SATELLITE's financial responsibilities to AHA distributors or other vendors.
- c. For the duration of this Agreement TC SATELLITE shall maintain insurance coverage at its expense as demonstrated in Attachment A. TC SATELLITE must provide MEMEDUCATION and AHA with a certificate of insurance evidencing this coverage.

9. Term and Termination

a.	The term of this Agreement shall be for a two year period, beginning on	
	Feb. 1, 2013 and ending on Feb. 1, 2015 .Th	
	agreement may only be extended by mutual written agreement of the partie	es. Each
	party is free to decline to renew or extend the term of this Agreement.	

- b. Upon termination or expiration, with or without cause, all instructor records, rosters, and monitoring forms shall be delivered to MEMEDUCATION.
- c. This agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten (10) business days after receipt of written notice describing the breach. TC SATELLITE acknowledges and agrees that breach includes, but is not limited to, failure by TC SATELLITE or Training Site instructors to comply with program and/or curriculum guidelines, and that neither MEMEDUCATION, the AHA nor its affiliates nor their officers, employees, volunteers or agents shall have any liability for any resulting termination under this Agreement.
- d. This Agreement may also be terminated by either party, without cause, upon sixty (60) days' prior written notice.

10. General Terms:

- a. Assignment: This Agreement may not be reassigned by TC SATELLITE without the prior written consent of the MEMEDUCATION.
- b. Entire Agreement: This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties. In the event of any conflict between the terms of the Agreement and the terms of the Program Guidelines, the terms of this Agreement shall prevail.
- TC SATELLITE warrants and represents that upon execution hereof, this Agreement shall be the legal, valid and binding obligation of TC SATELLITE, enforceable against TC SATELLITE in accordance with its terms. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement on behalf of TC SATELLITE.
- d. Waiver: No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any provision hereof; nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- e. Modification: No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
- f. Parties Named: Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein and the TC SATELLITE (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies under, or by reason of, this Agreement. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any entity any right of subrogation against any party hereto.
- g. Notices: All notices shall be sent postage prepaid to the intended party at the address set forth above (unless notification of a change of address is given in writing) and two (2) business days following the date of mailing shall be deemed the date notice is given.
- h. Severability: Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
- Applicable Law: This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions.
- j. Subject Headings: The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the first date written below.

Missouri Emergency Medical Education, LLC	SATELLITE TRAINING CENTER
AHA Training Center MO20758	Name:
Mailing Address:	Address:
MEMeducation	- see not page.
503 E. Nifong Blvd., #312	
Columbia, Missouri 65201-3717	
	Signed By:
Signed By:	Title:
Title: Chief Executive Director, TC Coordinator	
Date: March 29, 2012	Date:

CITY OF COLUMBIA, MISSOURI

	By: Mike Matthes, City Manager
ATTEST:	
Sheela Amin, City Clerk	
APPROVED AS TO FORM:	
Acting City Counselor	

STATES SELF-INSURERS RISK RETENTION GROUP, INC.

222South Ninth St Suite 1300 Minneapolis, MN 55402-3332 (612) 766-3000

CERTIFICATE OF INSURANCE

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Insured:			issued as a matter of			
City of Columbia, MO			rtificate holder. Thi			
P. O. Box 6015 / 701 E. I			nd, extend or alter the	_	· ·	
Columbia MO	65205-6015	- * * *	This certificate of			
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ubject to the terms and condition				statement on this		
certificate does not confer rights	to the certificate ho	lder in lieu of such endo	rsement(s).		A SALAMAN AND A	
Coverages:				1		
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Limis snown	may have been redu	iced by paid claims.				
Company of the second s	Policy	Effective	Expiration	I ir	nits	
Type of Insurance:	Number	Date	Date	Occurrence	Aggregate	
Public Entity	SEL3017801	10/1/2012	10/1/2013	\$3,000,000	\$10,000,000	
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Liability Coverage.						
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Retroactive Date: Oc	currence Form Po	licy				
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Proof of Insurance fo city depart	mental activities.					
and the second s						
Certificate Holder:		CANCELLATION:				
General Proof of Insurance Cert	ificate					
		Should the above descri				
		date thereof, notice wil	l be delivered accor-	ding to policy prov	isions.	
		1				
Self-Insured Retention:		Authorized Represen	tative:			
		-		 	0/00/005	
Self-Insured Retention: \$500,000		Authorized Represen Martin A. Signature			9/28/2012 Date	

Source: Health
Syswywy
To: City Council
From: City Manager and Staff

Agenda Item No:

Council Meeting Date:

Feb 18, 2013

Re:

Missouri Emergency Medical Eduction, LLC Training Center & Training Satellite Agreement

EXECUTIVE SUMMARY:

A resolution authorizing the City Manager to sign an agreement between American Heart Association (AHA) Training Center MO20758 and the City of Columbia for the period of February 1, 2013 through February 1, 2015. There is no funding associated with this agreement.

DISCUSSION:

This agreement allows Department of Public Health and Human Services CPR certified staff to provide community based CPR training.

FISCAL IMPACT:

There is no fiscal impact.

VISION IMPACT:

http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

11.3 Goal: Columbia will be a healthy community. All residents will have timely access to appropriate health care. Effective prevention initiatives will contribute to a healthy community.

SUGGESTED COUNCIL ACTIONS:

Should the Council agree with staff recommendations, an affirmative vote is in order.

FISCAL and VISION NOTES:						
City Fiscal Impact Enter all that apply		Program Impact		Mandates		
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No	
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact		
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site		
Estimated 2 year	ar net costs:	Resources Rec	uired	Vision Impact?	Yes	
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.3	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #		
		Requires add'l capital equipment?	No	Fiscal year implementation Task #		