

AGREEMENT NO. \_\_\_\_\_

**AGREEMENT BETWEEN ADA COUNTY EMERGENCY MEDICAL SERVICES  
DISTRICT AND TRAINING SITE**

This **AGREEMENT BETWEEN ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT AND TRAINING SITE** ("Agreement") is entered into this 26<sup>th</sup> day of October, 2021, by and between Ada County Emergency Medical Services District, a duly formed and existing ambulance district pursuant to the laws of the State of Idaho, (hereinafter "District") and the City of Meridian which operates the Meridian Fire Department ("Training Site"), also referred to as "Party" or "Parties."

**WHEREAS**, the District operates Ada County Emergency Medical Services ("ACEMS"), which provides emergency medical services to residents of Ada County and is contracted with the American Heart Association (AHA) to serve as a Training Center ("Training Center"); and

**WHEREAS**, as a Training Center, ACEMS is authorized to provide Training Center services in Idaho, including the authorization and support of AHA Training Sites, including the Training Site herein, which are developed by individuals, employers, and other community and business organizations, for the purpose of teaching AHA-approved courses in Emergency Cardiovascular Care ("ECC"); and

**WHEREAS**, ACEMS and Training Site wish to enter into this Agreement to set forth the terms of its affiliation.

**NOW THEREFORE**, the Parties agree as follows:

**I. Obligations of Training Site**

A. Conduct AHA courses by following the guidelines outlined in the AHA Program Administration Manual ("PAM") <https://cpr.heart.org/en/pam> and in the relevant, most current AHA Instructor Manuals ("Instructor Manual") for each discipline the Training Site is authorized to teach.

B. Comply with the terms of the ACEMS Training Center Policy and Procedure Manual ("TC Manual")

C. Meet the same standards as the Training Center with regard to equipment and instructors in each discipline that the Training Site is authorized to teach. Training Site must provide its own equipment and instructors in teaching ECC courses.

D. Maintain course and instructor records via Enrollware, meeting the same requirements and standards as the Training Center, and submit reports, as requested, to the Training Center.

E. Appoint a Training Site Coordinator who meets the defined position requirements, as outlined in the TC Manual, and who is approved by the Training Center Coordinator. Training Site Coordinator serves as a liaison to the Training Center and must remain reasonably accessible by phone and respond in a timely manner to inquiries or requests from AHA and/or Training Center.

F. The Training Site Coordinator must designate and receive Training Center approval of all Training Faculty, for each discipline taught at the Training Site, so that quality monitoring, mentoring, and evaluation of instructors will be met.

## **II. Obligations of the Training Center**

A. Ensure Training Site compliance with all policies and procedures outlined in the PAM, the TC Manual, and this Agreement.

B. Appoint a Training Center Coordinator who serves as a liaison to the Training Site, and who must remain reasonably accessible by phone and respond in a timely manner to inquiries or requests from Training Site Coordinator.

C. Ensure that appropriate equipment (as outlined in the relevant Instructor Manual) is available in sufficient quantity, and is in good working order, at each course conducted by the Training Site, or its instructors.

D. Conduct regular site visits (minimum of 1 visit every 2 years) to review and audit classes conducted by Training Site to ensure compliance with PAM and TC Manual.

E. Assure Training Site receives updated training information, as directed by the AHA.

F. Provide AHA course completion eCards in a timely manner (no later than 20 business days following submission of required course completion records). eCards may be purchased from the ACEMS and will not be issued in advance of payment.

## **General Provisions**

A. The term of this Agreement shall be from October 1, 2021 through September 30, 2022, and may, by a mutually executed writing, be renewed for additional one-year terms commencing October 1 and ending September 30 of the next calendar year.

B. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

C. Training Site agrees to maintain the insurance coverages required in Exhibit A and provide ACEMS with a Certificate of Insurance evidencing same or maintain said insurance coverages through a self-insurance program authorized by Idaho law.

D. Training Site guarantees District that it will provide all services, programs, or activities under this Agreement in accordance with all applicable federal, state, and local statutes, regulations, and requirements. Further, Training Site agrees to indemnify and defend the District for any loss, expense, or damage of any type experienced by the District as a result of the Training Site's violation of the guarantees given in this section.

E. Training Site shall defend, indemnify, and hold the District, ACEMS, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligence or willful conduct of Training Site, its agents or employees in performing the duties described in this Agreement. Likewise, the District shall defend, indemnify, and hold the City of Meridian, Training Site, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligence or willful conduct of District, its agents or employees in performing the duties described in this Agreement.

F. This Agreement may be terminated by either Party, for any reason, upon sixty (60) days' written notice. Upon ACEMS's determination that Training Site is in violation of either the PAM, the TC Manual or this Agreement, and upon its further determination that said violation cannot be adequately cured within a reasonable period, determined solely by ACEMS, ACEMS may terminate this Agreement immediately and withdraw its authorization for Training Site to provide AHA ECC courses.

G. Training Site acknowledges that it is an independent entity from ACEMS and AHA, that it is solely responsible for developing, advertising and conducting its ECC courses at its own location, and that it relies on ACEMS as a provider of record keeping and/or processing course

rosters for the issuance of course completion/participation cards, updated AHA content and general oversight of course content and instruction. Except as may otherwise be provided in the PAM or TC Manual, ACEMS accepts no responsibility for the internal business affairs of Training Site or disputes with employees, agents or contractors. ACEMS's responsibilities for resolution of disputes, complaints or problems are limited to those that are made by students, and which arise from courses offered by the Training Site or its instructors.

H. Notices concerning this Agreement shall be sent to the following representatives:

**Ada County Emergency Medical Services**

Attn: Jeremy Schabot

370 N. Benjamin Ln.

Boise, ID 83704

Mobile Phone: 208-484-3885

Email: jschabot@adacounty.id.gov

**Meridian Fire Department**

Attn: GERALD (J.D.) HENDRICK

33 E. Broadway Ave., #210

Meridian, ID 83642

Mobile Phone: 208-407-8234

Email: ghendrick@meridiancity.org

I. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents and, if appropriate, a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement and made it effective as herein above provided.

**Board of Ada County Emergency  
Medical Services District**

By: \_\_\_\_\_  
Rod Beck, Commissioner

By: \_\_\_\_\_  
Ryan Davidson, Commissioner

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

ATTEST:

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**City of Meridian**

By: \_\_\_\_\_  
Robert E. Simison, Mayor 10-26-2021

ATTEST:

\_\_\_\_\_  
Meridian City Clerk, Chris Johnson 10-26-2021

## **Exhibit A**

### **Insurance**

- A. The Training Site, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Ada County does not represent that coverage and limits are necessarily adequate to protect the Training Site, and such coverage and limits shall not be deemed as a limitation on the Training Site's liability under the indemnities granted to Ada County in this contract.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to Ada County EMS prior to the start date of the project. All certificates must be signed by an authorized representative of the Training Site's Insurance carrier and must state that the issuing company, its agents, or representatives will provide Ada County EMS thirty (30) days written notice prior to any policies being canceled or materially changed. Renewal certificates or binders must be provided to Ada County a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no more than thirty (30) days after the effective date.
- C. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho.
  2. EMPLOYERS' LIABILITY insurance providing limits of liability in the following amounts:

|                            |                         |
|----------------------------|-------------------------|
| Bodily Injury by Accident: | \$100,000 each accident |
| Bodily Injury by Disease:  | \$500,000 policy limit  |
| Bodily Injury by Disease:  | \$100,000 each employee |
  3. COMMERCIAL GENERAL LIABILITY insurance providing limits of liability in the following amounts:

|                                          |             |
|------------------------------------------|-------------|
| General Aggregate:                       | \$2,000,000 |
| Product/Completed Operations Aggregate:  | \$2,000,000 |
| Personal & Advertising Injury Liability: | \$1,000,000 |
| Per Occurrence:                          | \$1,000,000 |
| Fire Legal Liability:                    | \$ 50,000   |

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Ada County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Agreement.

Each of the Training Site 's subcontractors, independent contractors, and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to the Training Site before the subcontractors, independent contractors, or suppliers are permitted on the site of the project. If the subcontractors, independent contractors, and suppliers do not have the required insurance, the Training Site's policies must provide equivalent coverage for the subcontractors, independent contractors, and suppliers and their work.