

AHA Site Agreement

This is an agreement between Premedics Inc. (dba. Training Center Services) located at 555 Church St E, Ste 202, Brentwood TN 37027, and Metro Public Health Department as an American Heart Association (AHA) Training Site for the following courses: BLS, HeartSaver in all 50 states of the U.S. (Premedics is a training site under Nationwide Health LLC for PALS)

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 as an employee, agent, or representative of the other; nor may it incur any obligations on behalf of the other party. Neither are the parties joint ventures or partners; nor does the relationship created under this Agreement constitute a franchise.

Premedics Inc. is solely responsible for the Training Site's (TS) performance under this Agreement and for its relationship with the TS. Employees of the Training Center (TC) and/or the TS are not and shall not be considered employees of the AHA.

1. Conflict of Interest:

Premedics Inc. acknowledges that the AHA's conflict of interest policy prohibits AHA representatives or volunteers from acting and being involved in any decision-making process on behalf of the AHA when the volunteer has any interest (whether financial, personal, or professional) in the activity and holds the TS accountable for compliance to this same policy. Premedics Inc. will not knowingly permit employees or volunteers of the TS to take any actions that violate the AHA's conflict of interest policy and should such occur will terminate the TS Agreement.

(Representatives include, but are not limited to: AHA's volunteer Board of Directors, Officers, committee members, council members, key employees, certain contracted parties or agents, and other designated individuals in decision-making roles)

2. Definition:

Training Site (TS) shall mean persons or organization engaged or authorized by Premedics Inc. to teach courses specified above, on behalf of the AHA, and for whom the TC will process course rosters, provide course participation or completion cards, report to the AHA on behalf of TS, monitor record-keeping quality assurance issues and facilitate access to appropriate AHA Regional Faculty for course quality assurance issues.

3. Responsibilities of Training Site:

a. **Courses:** TS shall ensure that all courses taught and/or Instructors conform to the requirements of the AHA Course Guidelines and Curricula set out in the applicable AHA Instructor Manuals.

b. **Course Director and Regional Faculty:** All courses shall have a Course Director (aka Lead Instructor) approved by the Premedics Inc. TC Coordinator.

Documentation: TS shall maintain complete instructor files, course rosters, skills checks and then failed/remediated written tests for all courses conducted by the Site for at least 3 years after the date the course was conducted and have available for inspection by Premedics Inc. TCC or Admin when requested. The TS Coordinator is responsible for the administration of Instructor files and all TS recordkeeping as outlined in the AHA Program Administration Manual. A software based management system is highly recommended.

c. **Course Tests/Cards:** TS shall safeguard course tests from any unauthorized distribution and ensure distribution of tests to only course students of the TS who have met the requirements for receipt of tests in accordance with AHA Course Guidelines. Posting exams on intra or internet is prohibited. Premedics Inc. is solely responsible to the AHA for the control and security of Certification Card Issuance on behalf of its TS. Any violation of course card distribution to students by TS shall result in immediate termination of TS Agreement.

d. **Course Material:** TS shall use current AHA course materials for all courses.

e. **AHA Reports/Data:** TS shall be held responsible for submitting to Premedics Inc. any statistical data requested and shall provide the completed TC Activity Report Form to Premedics Inc. of numbers taught by the date requested by Premedics Inc. TC Coordinator for semi-annual reporting to the AHA.

f. **Costs and Fees:** All costs of providing courses and fees charged to students is the sole discretion and responsibility of the TS. Neither the AHA nor Premedics Inc. has any responsibility for any costs incurred or fees charged by the TS. The AHA is paid no fees by the TC, TS, or Instructors and has no financial interest in the business of the TC, TS, or Instructors.

The TS or its instructors will be charged by Premedics Inc. a per card fee based on the amount of cards purchased yearly.

Tier 1 0-999 ecards (highest price)

Tier 2 1000-1999

Tier 3 2000+

\$ _____ ACLS

\$ _____ PALS

\$ 7.25 BLS

\$ 22.50 HS

\$ 7.25 HS K – 12 level certifications.

Card rates are subject to change at time of renewals or in response to any price increases by the AHA.

4. **Liability:**

a. To the extent permitted by Tennessee law, in no event shall the AHA and/or its affiliates or their officers, employees, volunteers, or agents be liable to the TC or TS for any direct, indirect, special, consequential, or incidental damages.

b. To the extent permitted by Tennessee law, neither is Premedics Inc. liable for any injury or damage on the part of the any course student or instructor for any courses held by the TS.

c. To the extent permitted by Tennessee law, TC shall have no liability except as specifically provided in this Agreement. To the extent permitted by Tennessee law, in no event will TC be liable for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise.

5. **Training Site Coordinator:**

Premedics Inc. TC Coordinator, Brent Hetherington, enters into this Agreement with the designation of Emily Morse as the TS Coordinator. Should any change in this designation occur, the Premedics Inc. TC Coordinator is to be notified immediately and has the right to continue this Agreement with the new TS Coordinator or may terminate the agreement at that time.

6. **Training Site Visits:**

TS Coordinator, provided the TS Coordinator is an employee of the Metropolitan Public Health Department, has the right to visit the TS at any time to inspect rosters and instructor file record-keeping as well as to monitor any course or Instructor(s) with or without advance notice. The intent of these visits is to provide quality assurance on behalf of the AHA as to conduct of courses, supervision of Instructors, and appropriate record keeping of courses and Instructors.

7. Term and Termination:

- a. The term of the Agreement shall begin on the date filed in the office of the Metropolitan Clerk after receiving all required Metro approvals and end on December 31, 2025. Term may be extended only by written agreement of the parties and the term shall not exceed a total term of sixty (60) months. Each party is free to decline to renew or extend the term of the Agreement.
- b. Upon termination or expiration, with or without cause, all undistributed cards, course rosters, and instructor files shall be delivered to Premedics Inc. within 10-days of the termination/expiration date. In result of terminated agreement, returned cards will be refunded up to \$250.
- c. Either party may terminate this agreement for any breach of term or condition of the agreement and/or failure to correct the breach within 10 days after receipt of written notice describing the breach. This includes but is not limited to failure by the TS to comply with Course Curriculum Guidelines, failure to maintain rosters and Instructor files diligently, inappropriate distribution of course cards or failure to have AHA Regional Faculty involved in courses when requested by the AHA or the TC.

Signature Page follows.

Premedics Inc. TC Coordinator: Brent Hetherington

Signature:

_____

Print:

Brent Hetherington, B.A.

Date:

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

Joanna Shaw-Kaikai

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Director, Metro Public Health Department

12/16/2024

Date

Signed by:

Tené Hamilton Franklin

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Chair, Board of Health

12/16/2024

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

Kevin Crumbo/mjw

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Director, Department of Finance

DS

R

DS

AP

12/16/2024

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

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Director of Risk Management Services

12/16/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Jarth

Metropolitan Attorney

12/16/2024

Date

FILED:

Metropolitan Clerk

Date