

TO: Mayor and City Council
FROM: Tim Malchow, EMS Chief
SUBJECT: Continuing Education Agreement
DATE: January 15, 2019

BACKGROUND

Over the past few years, our ambulance service personnel likes the convenience of online education for their recertification. Online education allows our personnel to take classes that fit into their schedules.

We have selected Relias LLC to provide our online education for the ambulance service. City Attorney Knutson has reached an agreement with Relias LLC. The agreement now has to be approved by the City Council.

REQUESTED COUNCIL ACTION

Request a motion to approve the agreement with Relias LLC and the City of Cannon Falls.

Distance CME Service Agreement

This Distance CME Service Agreement (“Agreement”) is entered into as of the date this Agreement is signed (the “Effective Date”) between Relias LLC, a Delaware limited liability (“Company”) and The City of Cannon Falls, a Minnesota Municipal Corporation located in Cannon Falls, MN (“Client”) (each a “Party” and collectively the “Parties”) to provide providing continuing education services (“Services”), as described below.

The components of the Distance CME Service Agreement are summarized below.

20 Hour BLS NCCP Bundle

Meet the NREMT’s latest requirement for EMTs the National Continued Competency Requirements (NCCR). This program meets the required hours with 10 LIVE courses (20 hours) of the 24 hour refresher. Topics include Airway, Respiration and Ventilation; Cardiac; Medical; Trauma; and Operations. CECBEMS (CAPCE) F-5 with the Anytime CEU which provides anytime access to over 100 self-directed learning modules. CECBEMS (CAPCE) F-3

30 Hour ALS NCCP Bundle

Meet the NREMTs latest requirement for Paramedics the National Continued Competency Requirements (NCCR). This program meets the required hours with 15 LIVE courses of the 48 hour refresher. Topics include Airway, Respiration and Ventilation; Cardiac; Medical; Trauma; and Operations. CECBEMS (CAPCE) F-5 with the Anytime CEU which provides anytime access to over 100 self-directed learning modules. CECBEMS (CAPCE) F-3

Critical Care Transport Review

Critical Care Transport thoroughly prepares medical professionals to function as competent members of a critical care team by covering the material that everyone—paramedics, nurses, physicians, and specialty crew—needs to know to operate effectively in the critical care environment. Using 2hr modules, this 60hr program will cover basic and advanced topics in Critical Care Transport and Retrieval. BCCTPC Accredited and CECBEMS (CAPCE) F-5 approved for 60hrs of Critical Care Content!

Initials:



Pricing/Billing Details:

Outlined below is the cost structure for each aspect of the Agreement, as well as a payment schedule.

Qty	Item #	Description	Unit Price	Line Total
1.00	243US18021	NCCP ALS Bundle	\$ 143.33	\$ 143.33
14.00	243US18022	NCCP BLS Bundle	119.11	1,667.54
2.00	243US18005	Critical Care Transport Review	262.03	524.06
Subtotal				\$ 2,334.93
Sales Tax				
Total Annual Cost				\$ 2,334.93

Payment Terms: 4 equal annual payments of \$2,334.93

Requested Activation Date: On or Before - _____ (please note that, unless otherwise agreed to within this service agreement, for any requested activation dates, the fully signed contract and complete enrollment form must be received no later than 72 hours prior to the requested date. If received less than 72 hours prior to the requested date, the activation date will be moved to allow for the required 72-hour implementation period. Please note that weekends and federal holidays do not count toward the 72-hour implementation period.)

Please send all payments and billing correspondence to:

RELIAS LLC, ATTN: DISTANCE CME PAYMENTS, PO BOX 860418, MINNEAPOLIS, MN 55486-0418

Federal Tax ID: 01-0730157

Initials:

Terms of Service

Implementation and Activation. Implementation of the Distance CME learning system will begin immediately upon receipt of payment and/or purchase order for the initial installment amount designated in the “Pricing/Billing Details” section of the Agreement. The implementation may take between one (1) to three (3) weeks to prepare/deliver all components and therein activate the web-based Distance CME system. Payment and/or valid purchase order must be received prior to system activation.

User Licenses. This Agreement provides access to the Distance CME learning system for a specific number of user licenses (“Licensed Users”). These user licenses may not be transferred or used by anyone other than the original authorized user. In the case of employee terminations, a user license may be transferred by Client to another current employee, with a maximum of twenty five (25) percent of the total user licenses per this Agreement transferable over a twelve (12) month period. Additional user licenses may be activated in the Distance CME system by the Client at any time during the Agreement term. These additional user licenses will be billed at the “Effective Annual Cost/User” rate as outlined in the “Pricing/Billing Details” section of the Agreement.

Term. The term of this Agreement shall commence upon receipt of this fully executed document and extend for a period of forty eight (48) months after the system activation date. Unless otherwise agreed by the parties, the “Activation Date” shall be the first date the Client has access to the Distance CME learning system.

Optional Components. If indicated in the Pricing/Billing Details section of the Agreement, the following components may be included.

User Data Upload Service – A standardized monthly data feed of Client’s user data that allows Company to create, update and assign access to users. Client must provide and/or receive data in the standard format and frequency defined by Company or additional fees may apply.

Transcript Activity Data Feed – A standardized, monthly data feed from Company to Client with all users’ course completion activity. This can be used by Client to update their internal education tracking or learning management system. Client must provide and/or receive data in the standard format and frequency defined by Company or additional fees may apply.

Payment. Payments are invoiced in advance and are due net 30 days. In the event any payment is not made when due, Company may immediately terminate this Agreement and Client’s access to the Distance CME system shall be terminated. Please send all payments and billing correspondence to: RELIAS LLC, ATTN: CE DIRECT PAYMENTS, PO BOX 860418, MINNEAPOLIS, MN 55486-0418. Federal Tax ID: 01-0730157

Termination.

Termination within 30 Days of Effective Date. Within 30 days of the Effective Date Client may, for any reason, terminate this Agreement without penalty.

Termination for Cause. If terminating for cause, a Party has thirty (30) days to cure any breach of this Agreement after the other Party provides written notice of such breach. If Company is the breaching Party and such breach is not cured by Company or not disputed by Company, any overpayment of pre-paid system fees will be reimbursed to Client.

Termination for Convenience. Client may terminate this Agreement without cause by providing written notice no less than 30 days prior to the anniversary of the Effective Date. If terminating without cause at any time prior to the end of the full Term of the agreement, any multiple-year discounts applied to the agreement will be void and Client will be responsible to pay back the full discount amount, billed back to the beginning of the Term. For example, if a client received a 10% discount for committing to 48-months of service, then terminates without cause after 24-months, they would be responsible to pay back the 10% multi-year-year discount.

Billing Credits. Any claim by the Client for a credit related to amounts incorrectly invoiced or paid must be submitted in writing to the Company within ninety (90) days of the invoice date or the claim will be waived.

Initials:

Trademarks. Each party owns all rights and interests in its respective names, logos, and trademarks. Company shall provide logos, pamphlets, product descriptions and other trademarked materials (collectively, “Promotional Materials”) to assist Client in achieving the maximum benefit of providing its authorized employees with access to the Distance CME learning system. Company grants Client a non-exclusive, limited, revocable license to use Promotional Materials solely for the purposes stated in this Agreement. Client grants Company a non-exclusive, limited, revocable license to use its name and logo solely for the purpose of stating that Client is an authorized participant in the Distance CME learning system.

Copyrights. Company has copyrights in the Distance CME learning system and in the Distance CME content or has licenses to use and publish the Distance CME content. The Distance CME content may not be copied, distributed, or transferred, in whole or in part, by Client or its employees or agents to any third party.

Indemnification. [Section Deleted]

Limitation of Liability. Company shall have no liability for Client’s inability to access and use the Distance CME learning system(s) due to hardware or software utilized by Client or a failure or downtime due to circumstances beyond Company’s control, including without limitation force majeure or malfunctioning or unavailability of internet or service providers. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS OF SERVICE (IF ANY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY’S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR OWED BY RESELLER TO COMPANY HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Warranty; Disclaimer. Company warrants that the Distance CME learning system shall perform materially in accordance with the published documentation (“Documentation”), and the functionality of the Distance CME learning system will not be materially decreased during a subscription term. For any breach of either such limited warranty, Client’s exclusive remedy shall be as provided in the “Termination” section above. Unless otherwise expressly stated in this Agreement, Company disclaims all warranties express or implied including but not limited to warranty of fitness for a particular purpose.

Confidentiality. Client is governed by the Minnesota Government Data Practices Act.

Assignment; Binding Effect. Except as otherwise specifically provided in this Agreement, the rights and obligations of each party under this agreement are not assignable by either party without the prior written consent of the other party and any attempt to assign them without consent will be void. Notwithstanding the foregoing, either Party may assign (a) the performance of this agreement to any subsidiary or affiliate of such Party, and (b) both the rights and obligations of this Agreement to the surviving entity in any sale, merger or consolidation to which it is a party or to any party that acquires all or substantially all its equity interests or assets. Subject to the foregoing, all the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of each party’s permitted successors and assigns.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, employment relationship or an agency. Under no circumstances will the employees of one Party be deemed to be employees of the other Party by virtue of this Agreement. The Parties acknowledge and agree that if the term “partner” is used in this Agreement or any exhibit, addendum, statement of work or similar writing, it is used in its familiar sense rather than as a legal term of art. Neither Party will have any authority to act on behalf of the other Party in any matter whatsoever, nor bind the other Party in any way without the other Party’s prior written consent.

Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without giving effect to its conflict of laws principles.

Waiver of Jury Trial. The Parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross claim against the other arising out of or connected in any way to this Agreement because the Parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

Initials:

RELIAS

General Terms. No waiver of any breach or provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement is found invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect. The headings of sections and paragraphs herein are included for convenience of reference only and shall not control the meaning or interpretation of any of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together one and the same instrument, for purposes hereof, a facsimile copy of this Agreement, including the signature pages thereto, shall be deemed an original. This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not be for the direct or indirect benefit of any third party. Whenever specified in this Agreement, or whenever the context requires, any commitment or obligation provided for in this Agreement shall survive termination or expiration hereof. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement, and any uncertainties and ambiguities shall not be interpreted against any party. This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations and/or arrangements between the parties and cannot be amended except in writing and signed by both parties.

Initials:

Client Billing Information:

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Client Primary Contact Information:

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Client Authorization:

Signature: _____ Date: _____

Name: _____ Title: _____
(please print)

Client agrees to the education services outlined in this Agreement and acknowledges that it has read and agrees to be legally bound by all contract terms and conditions contained in this Agreement. If Client is an Agency, Client acknowledges it has full power and authority to sign for and bind its customers.

Relias LLC Authorization:

DocuSigned by:

James A. Triandiflou

27-Dec-2018

Signature: _____

Date: _____

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James A. Triandiflou
Chief Executive Officer

Initials: