

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/13/2013

AGENDA ITEM: American Red Cross Authorized Provider Agreement	
PREPARED BY: Nancy Abell DEPARTMENT: Executive	DIRECTOR APPROVAL:
ATTACHMENTS: American Red Cross Authorized Provider Agreement	
BUDGET CODE: 00100110.531200	AMOUNT: \$31.50

SUMMARY:

This is a new Authorized Provider contract with the American National Red Cross allowing city police employees to continue to train other city employees in First Aid, CPR, AED, and Bloodborne Pathogens using the Red Cross curriculum. The new contract reflects a price increase from \$10.00 to \$31.50 per person.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the American Red Cross Authorized Provider Agreement.
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Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") is made by and between the American National Red Cross ("Red Cross") and the party listed on Appendix A (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach the Red Cross training courses ("Courses") specified in Appendix B within AP's organization.

- 1. AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
 - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
 - 1.2. Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix C;
 - 1.3. Obtain Red Cross confirmation of the certification status of new AP Instructors before permitting such Instructors to teach a Course;
 - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
 - 1.5. Permit Red Cross to perform random observations of AP's Courses;
 - 1.6. Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
 - 1.7. Enter training records and required information into the Learning Management System ("LMS") or any successor system within ten (10) calendar days of Course completion (the "Course Records");
 - 1.8. Pay the required fees in connection with all Courses;
 - 1.9. Be responsible for all liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to AP or its Instructors; and
 - 1.10. Teach the Courses solely within the AP's organization at the facilities set forth in Appendix D.
- 2. Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
 - 2.1. Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
 - 2.2. Approve properly submitted Course Records and provide certifications for Courses, if applicable;
 - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
- 3. Term and Termination.**
 - 3.1. This Agreement will be effective as of the Effective Date listed in Appendix A and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
 - 3.2. Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
 - 3.3. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
 - 3.4. Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.

4. Fees and Invoicing.

- 4.1. AP will comply with the AP Resource Guide's preferred payment options, such as prepay, credit card, check, money order and bank transfer.
- 4.2. Fees are set forth on Appendix B. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees and payment processes in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement pursuant to Section 3.
- 4.3. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP is responsible for any costs associated with the retraining of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the retraining, which may include the AP or any Red Cross employee, volunteer, LTP or AP.

5. Notices. Each party's contact for notices under this Agreement is listed on Appendix A.**6. Confidentiality and Intellectual Property.**

- 6.1. Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

7. Entire Agreement, Amendments, and Assignments. Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.**8. Independent Contractors.** Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.



The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

Company Name: City of Marysville	American Red Cross
Company Signature: <input type="checkbox"/> Electronic Acceptance	Red Cross Signature: <input type="checkbox"/> Electronic Acceptance
Name: Jon Nehring	Name:
Title: Mayor	Title:
Date:	Date:

Authorized Provider Agreement Appendix A – Contact Information

Effective Date: 4/29/13

Company Contact Information [fields with an asterisk (*) must be completed]

 Business/Organization/School Name * [City of Marysville - WA](#)

 Address 1 * [1049 State Avenue](#)

Address 2

 City * [Marysville](#)

 State * [WA](#) Zip * [98270](#)

 Primary Contact Name * [Nancy Abell](#)

 Primary Phone * [360 363 8096](#)

 Secondary Phone [425 754 4852](#)

 Fax [360 651 5033](#)

 Email nabell@marysvillewa.gov

 Use the same address for billing? * Yes No

 Billing Contact Name (if different from primary) [Same](#)

Email

Billing Address 1

Billing Address 2

Billing City

State

Zip

Red Cross Contact Information

 Name [Mark Scharnikow](#)

 Phone [206 726 3506](#)

 Email mark.scharnikow@redcross.org
Red Cross Internal Use Only

Red Cross Salesforce ID

 Does the customer have an existing Organization ID in the Learning Center? Yes No

If Yes, enter it here

 Does the customer have a Parent Organization ID in the Learning Center? Yes No

If Yes, enter it here

American Red Cross Unit Code

 Does the customer plan to purchase Full Service training also? Yes No

 Does the customer qualify for the School Partner Program? Yes No



**Authorized Provider Agreement
Appendix B – Courses, Equipment, Materials, and Fees**

1. Course Fees	
Courses Offered by Authorized Provider	Per Person Fee
Adult And Pediatric First Aid/CPR/AED And Bloodborne Pathogens HSSFA416	31.50

2. Equipment and Materials
 Training equipment, materials and other supplies may be purchased at www.ShopStayWell.com or at www.RedCrossStore.org.

3. Method of Payment

Prepay Red Cross-issued PO#

Invoice Red Cross-issued PO#

Credit Card Check Money Order Bank Transfer

**NOTE: A Red Cross representative will contact you regarding the method of payment chosen.
Please do not include any payment details on this agreement.*

4. Additional Services (Optional)
 Special Agreement: A Discount Of 10% On All Participant Fees Except LTS Classes

Authorized Provider Agreement

Appendix C – Authorized Provider Instructors

Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

Instructor Name	Learning Center Username	Email Address and Phone	Current Instructor Certification(s)
<i>Example:</i> Sally Safety	sallysafety@redcross.org	sallysafety@redcross.org 202.303.0000	First Aid/CPR/AED Instructor Babysitter's Training Instructor
Emma Stiles	11544963	Email: tstiles@marysvillewa.gov Phone: 360 363 8338	First Aid/CPR/AED Instructor Workplace/School/Community
Jon Elton	jelton@marysvillewa.gov	Email: jelton@marysvillewa.gov Phone: 360 363 8388	First Aid/CPR/AED Instructor Workplace/School/Community
David Allen	davidallen@marysvillewa.gov	Email: dallen@marysvillewa.gov Phone: 360 363 8396	First Aid/CPR/AED Instructor Workplace/School/Community
Jeremy King	jking@marysvillewa.gov	Email: jking@marysvillewa.gov Phone: 360 363 8317	First Aid/CPR/AED Instructor Workplace/School/Community
Nancy Abell	15777844	Email: nabell@marysvillewa.gov Phone: 360 363 8096	Administrator entering rosters
		Email: Phone:	
		Email: Phone:	
		Email: Phone:	
		Email: Phone:	
		Email: Phone:	

Authorized Provider Agreement Appendix D – Facility Locations

Please provide information regarding each of the facilities in which Red Cross training will take place.

Facility Name and Address	Facility Contact Name	Facility Contact's Email Address and Phone
Example: Name: American Red Cross NHQ Address: 2025 E ST NW Washington, DC 20006	Sally Safety	Email: sallysafety@redcross.org Phone: 202.303.0000
Name: City of Marysville Public Safety Building Address: 1635 Grove Street Marysville WA 98270	Emma Stiles	Email: tstiles@marysvillewa.gov Phone: 360 363 8338
Name: Address:		Email: Phone:
Name: Address:		Email: Phone:
Name: Address:		Email: Phone:
Name: Address:		Email: Phone:
Name: Address:		Email: Phone:
Name: Address:		Email: Phone:
Name: Address:		Email: Phone: