



AGREEMENT

2021 | 2022 Paramedic Network Organization Education Program

Prepared by _____ on _____

ID: Paramedic Network-

PROPRIETARY STATEMENT

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SCOPE

EDUCATION PROGRAMS

Paramedic Network Organization Membership: The Paramedic Network Organization program offers the benefit of existing global partnerships to deliver high quality education for health practitioners, using synchronous and asynchronous learning opportunities. Our members have the ability to select both required and elective courses, independent studies and live classes. Education may include, but is not limited to:

- BLS
- ACLS
- PALS
- Bloodborne Pathogens
- HIPAA
- EMS Refresher
- Webinar Series
- Self-directed learning
-





PROGRAM CONTACT

Dr. James (Jim) Chinn
 Director, Paramedic Network
 jim.chinn@paramedicnetwork.org
 Mobile (724)372-3272
<https://paramedicnetwork.org>

GENERAL ASSUMPTIONS

Client will:

- Assign a Coordinator that will be available to expedite requests, provide approval/feedback and maintain organization account compliance.
- Provide dates, times & location for in-person competency requirements
- Provide equipment for competency testing.

Paramedic Network will:

- PN will be providing an experienced director and educators

KEY OUTPUTS

- Development
- Design
- Delivery

RISKS & EXCLUSIONS

- Program Modifications: Changes may be necessary throughout the program and authorized representatives of both _____ and the Paramedic Network will discuss and authorize agreed changes.
- Class cancellations: In the event of extreme weather or emergency, there may be a need to cancel an on-site class. _____ will be notified of the cancellation and the class will be rescheduled.
- Ohio Governing Law highlights:
 - Rights of both parties are governed by Ohio Law
 - Confidentiality is a joint responsibility of both parties
 - There will be no discrimination
 - A drug free workplace will be maintained
 - The Ohio Ethics law will be in effect

MEMBER BENEFITS

- Organization Logo placement on Members page
- Employee discount program for organization employee members
- Discount programs may include, but are not limited to:
 - Tickets at Work
 - Apple
 - Mobile CE speciality education
 - Crew Outfitters
 - IBSC





PARAMEDIC NETWORK

SERVICES

Organization Membership (annual) <ul style="list-style-type: none"> ■ \$240 organization membership ■ \$48/employee (annual) x ■ \$50/hour for on-site competencies x hr/month ■ Option to be EMT AEMT competency partner 	
TOTAL INVESTMENT*	

* This pricing is an estimate and subject to change based on client’s needs. There will be 3.5% processing fee added to price for all credit card payments. Payments may be made annually, biannually or quarterly, without any additional charge. Electronic processing preferred. Balance due 30 days upon receipt.

PAYMENTS

- Website _____
- Non-Website _____
 - Check _____
 - Electronic | ACH** _____
- Invoice _____
 - Monthly _____
 - Quarterly _____
 - Annual _____

**ACH information will be included with first invoice.

SIGNATURES

Signature: _____ Date: _____

PARAMEDIC NETWORK
Dr James Chinn, Director

Signature: _____ Date: _____

PARAMEDIC NETWORK
Robert Feltner, Partner

Signature: _____ Date: _____





ABOUT THE PARAMEDIC NETWORK

The Paramedic Network offers innovative healthcare technology, leading the development of the Paramedicine Profession by improving the way community health practitioners communicate, collaborate, connect, educate and practice. We strengthen and unite healthcare practitioners around the world by providing the best comprehensive platform, connecting and supporting colleagues world-wide with resources they need for best patient care and positive outcomes.

VISION | MISSION | CULTURE

The Paramedic Network offers continuous creativity, development, improvement and refinement of our platform through global collaboration, offering progressive opportunity for raising the bar of positive outcomes, improving practice and community health. We empower all health practitioners and organizations to grow and develop in a healthy and vigorous way in a favorable environment. We listen to our practitioners. We welcome input and suggestions for the betterment of the Paramedic Network, adding value to our foundation for continued success. Our passion for the Paramedic Profession has driven the development of the Paramedic Network. By providing a platform for effective communication among highly-educated professionals embracing community health, the Paramedic Network offers a collaborate approach for the improvement of world health.

<http://paramedicnetwork.org>

PARAMEDIC NETWORK CONTACTS

Dr. James Chinn

Director, Education

jim.chinn@paramedicnetwork.org

Mobile (724) 372-3272

Gina Christ-Kohler

Director, Business Development

gina.christ.kohler@paramedicnetwork.org

Mobile (859) 992-7470

Dr. Peter O'Meara, GPHEC

Anne Montera, GPACHE

Robert Ahlers, Genius

Robert Feltner, PN

Amy Dangel, CPN

Al Benney, Mobile CE

Gary Wingrove, TPF

Mary Ahlers, PHS





LEGAL - OHIO LAW

1. WARRANTY/LIMITATION OF LIABILITY.

(a) All Services shall be provided in a professional manner consistent with industry standards. Client shall have a period of thirty (30) days from the delivery of the Services to notify the Paramedic Network in writing of any material errors or defects in the performance of the Services (the "Services Warranty Period"). If Client notifies the Paramedic Network during the Services Warranty Period of any defects in the provision of the Services, the Paramedic Network's sole obligation, and Client's sole and exclusive remedy, will be for Paramedic Network to correct such errors or defects.

(b) If Client does not provide the Paramedic Network with written notice during the Warranty Period of any defects in the services or deliverables, such services shall be deemed to be accepted by Client and any warranty claim shall have been deemed waived.

(c) Except for the warranty set forth in this Section, the Services and deliverables are provided "AS IS," without representations or warranties of any kind. PARAMEDIC NETWORK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING.

(d) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

2. INTEGRATION. This Agreement, along with any exhibits, schedules, and amendments hereto, encompasses the entire agreement between the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, warranty, or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

3. DISPUTES, FORUM SELECTION, CHOICE OF LAW. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to the principles or provisions of conflicts of laws. If any dispute or claim arises between the parties out of or relating to this Agreement or breach hereof, then the parties shall endeavor to settle the matter among themselves. If the parties cannot reach agreement within 30 days after one party first gives written notice of the dispute, they shall hire a mediator from a commercial mediation service or the American Arbitration Association to assist them in coming to agreement.





If the parties cannot reach agreement through mediation (including not reaching agreement on the selection of a mediator and/or on the claims related to the dispute) within 45 days after one party first gives written notice of the dispute to the other party, the dispute shall be, at the aggrieved Party's discretion, either submitted to a court as a matter under law or submitted to binding arbitration before a single arbitrator agreed upon by the parties. The parties further agree that any cause of action related to or arising under this Agreement shall be brought before the federal or state courts located in, or arbitration panel seated in, Cincinnati, Ohio. If the parties cannot agree upon a single arbitrator within thirty (30) days thereafter (i.e., 75 days after one party first gives written notice of the dispute to the other party), then the arbitration shall be before three (3) arbitrators, one of which shall be selected by the Paramedic Network, one of which shall be selected Client, and the third of which shall be selected by the two arbitrators who were selected by the parties.

The arbitration shall be conducted in accordance with the arbitration rules then in effect of the American Arbitration Association, except that: (1) the decision of the arbitrators shall include written findings of fact and conclusions of law; (2) the arbitrators shall be required to enforce the terms of this Agreement and to follow the applicable law in resolving any dispute hereunder; and (3) the arbitrator(s) shall have no power or authority to award punitive damages or to amend or supplement this Agreement. The decision of the arbitrators in accordance with this Agreement, including the determination of the amount of any award, shall be exclusive, final and binding on all parties, their respective successors and assigns, non-appealable and judgment may be entered by any party in accordance with applicable law in any court of competent jurisdiction.

The costs of the proceeding, including mediator's fees, arbitrators' fees, administrative fees, and fees for jointly required or obtained records or transcripts, will be borne equally by the parties to the proceeding. This dispute resolution provision shall be specifically enforceable. If a dispute is referred to arbitration, the arbitrator(s) shall have the power to decide all disputes, except those involving claims for equitable relief.

The Parties Agree that the electronic signature of a party to this agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

