



American
Heart
Association®

AUTHORIZED
TRAINING
C E N T E R

Project Heartbeat TC American Heart Association Training Site Agreement

This Training Site Agreement made this 1st (day) of April (month), 2019 (year) is by and between PROJECT HEARTBEAT and

Chabot-Las Positas Community College District: Las Positas College (“Training Site”).

PROJECT HEARTBEAT operates an American Heart Association training center (the “Training Center”) approved by the American Heart Association (“AHA”). The Training Center shall approve and support Training Sites developed by individuals, employers, and other community and business organizations (“Training Site”). Approval allows Training Sites to conduct training sessions in accordance with all AHA guidelines, subject to the terms and conditions of this agreement. Acceptance of a Training Site and continued affiliation with the Training Center is at the discretion of the Training Center and the Training Center Coordinator.

The parties to this Agreement agree as follows:

Obligations of PROJECT HEARTBEAT

- a. Maintain current AHA guidelines and information.
- b. Provide policies and procedures that meet and/or exceed the requirements of AHA for courses and administrative paperwork.
- c. Provide site visits including review of Training Site equipment, teaching materials, and instructors to ensure AHA and Training Center compliance. Training Site hereby acknowledges that the Training Center’s review of teaching materials is limited to the determination of whether such materials are in accordance with AHA guidelines. PROJECT HEARTBEAT does not make any representations or warranties regarding the use or effectiveness of the training methods or materials used to conduct or document such training.
- d. Report all necessary training information as requested by the American Heart Association, subpoena or PROJECT HEARTBEAT.
- e. Provide AHA course completion cards, examinations, and instructional updates as required by the AHA in conjunction with AHA Instructor Network and following all Training Center policies.

Obligations of Training Site:

- a. The Training Site shall assign a “Site Coordinator” to oversee training operations, act as the liaison with the PROJECT HEARTBEAT, and ensure Training Site compliance. The Training Site Coordinator must be a current AHA instructor in the discipline(s) the Training Site is authorized to teach. The Training Site

- shall maintain strict adherence to all rules and regulations of the AHA and Training Center related to course offering, instruction, delivery, testing, remediation, as well as course documentation, reporting and archiving of documentation.
- b. Training Sites will be designated by the Training Center. Training Sites will not provide training at levels beyond their designation.
 - c. The Training Site shall maintain and ensure all aligned instructors have access to the following:
 - i. Current copy of this agreement
 - ii. Current version of the American Heart Association's Program Administration Manual
 - iii. Current copy of the American Heart Association Guidelines for CPR and ECC
 - iv. Current Instructor Manual(s) and instructor tool kits, including videos for each discipline the Training Site are authorized to teach.
 - v. Current copy of the PROJECT HEARTBEAT Dispute Resolution Policy.
 - d. The Training Site shall maintain the following forms in either a paper or electronic format:
 - I. Student Course Evaluation Form
 - II. All AHA Skills Check Form(s) for each discipline the Training Site is authorized to teach
 - III. Course Roster
 - IV. Student Exam answer sheets
 - V. Heartsaver Student Exam answer sheets (if administered)
 - e. The Training Site shall maintain current exams for each discipline authorized in a secure manner.
 - f. Only current credentialed AHA Instructors and the Training Site Coordinator on file shall have access to AHA exams during non-testing sessions.
 - g. The Training Site shall be solely responsible for all equipment and materials associated with sponsored training courses:
 - I Training sites shall maintain, have access to and have present at courses all equipment necessary for course instruction as outlined in the course lesson maps for the specific course(s) being taught.
 - II. All equipment shall be clean, safe and maintained to remain in good working order.
 - III. Simulating the use of equipment during an AHA course without physically having the required training aid or device is strictly prohibited. Example: Simulating the use of an AED without having a physical AED Trainer present or simulating breathing without actually putting breath into the manikin.
 - h. The Training Site and its affiliated instructors shall attend only PROJECT HEARTBEAT approved instructor renewal training, course updates, and instructor reviews at the PROJECT HEARTBEAT office unless specifically agreed to in advance and in writing by

the PROJECT HEARTBEAT Training Center Coordinator. Recertification requirements may exceed those outlined in the AHA Program Administration Manual.

Current Instructors aligned with other AHA Training Centers may assist in the course but may not be the primary course instructor. Training Sites are solely responsible for ensuring that the Instructors aligned with other Training Centers are current by physically examining the Instructor's AHA certification card prior to the start of each course. A copy of this Instructor card will be submitted with course documentation. All Instructors, including those aligned with other Training Centers, must be documented on the Course Roster including their contact information. It is the responsibility of the non-PROJECT HEARTBEAT aligned

Instructor to:

- I Report this course to their primary Training Center.
- II PROJECT HEARTBEAT reserves the right to disallow an Instructor or group of Instructors, not aligned with the Training Center, from participating as Instructors in Training Site or Training Center Courses.
- III All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum.
- IV All Instructors involved in any way with any course must be current AHA Instructors.

Training Region:

The Training Site is permitted to provide authorized AHA training within the state of their Training Site. If the Training Site or any of their Instructors will be training outside of their state; they may do so without prior notification unless they will be training more than one hundred (100) persons a year in any individual state. In the case that more than one hundred (100) individuals will be trained in another state; prior authorization must be given by the Training Center.

Any training outside of the United States must be pre-authorized by the AHA via notification to the Training Center.

Training Sites may be required to work with an International Training Center (ITO). Pre-authorization may be a lengthy process. Training Sites are encouraged to give the Training Center a minimum of three (3) months advanced notice.

Course Administrative Requirements:

Upon course completion the following documentation listed below shall be kept on file for a minimum of three (3) years.

Documentation for each course will include:

- Completed course roster
- Amended agenda indicating any variations and instructor assignments

- Copies of written test answer sheets for each student (required for BLS /ACLS / PALS / PEARS courses and as needed for Heart saver programs.)
- All applicable skills check-off sheets for each student
- Completed course evaluation forms for each student
- Copy(s) of non-PROJECT HEARTBEAT aligned Instructor cards (if applicable).

Training Site Mandatory Record Keeping:

- All course records for the Training Site must be kept and available for a minimum of three (3) years. Training Sites may be required to maintain training records by another government or accreditation agency. These requirements are the sole responsibility of the Training Site. If the Training Site terminates its affiliation with PROJECT HEARTBEAT, copies of all Training Site records for the preceding three years shall be delivered to PROJECT HEARTBEAT within thirty (30) days and must be submitted prior to the transfer of Instructors to the accepting Training Center. Records will be maintained in paper or electronic format, in order of date and type of course. Training Sites shall be able to forward any training records requested by the Training Center within forty-eight (48) hours of request.

In addition to course documentation listed above, Training Site will maintain:

- All correspondence from AHA National/Regional and PROJECT HEARTBEAT
- Training Site must maintain a current list of AHA Instructors authorized to teach for the Training Site.
- Manikin cleaning/disinfection records consistent with the manufacturer's recommended procedures.
- American Heart Association Certification Cards:
 - a. Certification Cards will be pre-printed and sold to Training Sites upon completion of course, submission of appropriate documentation and payment of appropriate fees
 - b. The Training Center will only send certification cards to sites that have active/current Instructors aligned with the Training Center.
 - c. Cards sold to Training Sites may only be used in courses that are sponsored by that Training Site and that are being reported to the PROJECT HEARTBEAT TC. All certification cards will be typed
 - d. Cards that are lost or missing must be reported to the Training Center within twenty-four (24) hours of the incident.
 - e. Training Sites may issue replacement cards only for students that they:
 - i. Provided the initial or renewal training for and
 - ii. Have complete documentation on file.
(Appropriate reprint fees apply)
 - f. Training Sites will not issue replacement cards for expired certifications.
 - g. The original dates of certification will appear on the certification cards, NOT the replacement date.
 - h. Training Sites will indicate the issue date and recommended renewal dates with the month and four-digit year. All AHA certification cards are valid for two (2) years. Instructors and Training Sites will not indicate a recommended renewal date less than or more than two (2) years.

- i. Blank Certification cards will not be issued to Training Site or stored at Training Site facility.
- j. Training Site will issue cards to students within (7) days of course completion.
- k. Certification cards accidentally destroyed or printed in error by the Training Site must be kept indefinitely unless the Training Center approves of their disposal. The original cards must be kept; copies or scans are not acceptable.
- l. PROJECT HEARTBEAT may revoke the privilege of the Training Site to purchase certification cards in advance of courses if any of the above procedures are not followed.

Training Site Separation:

- a. The term of this Agreement shall be for continuous period; beginning on the date listed above and remain in effect unless otherwise terminated as outlined below.
- b. Either party shall be permitted to terminate this Agreement, at any time, upon thirty (30) day written notice to the other party. PROJECT HEARTBEAT shall be permitted to terminate this Agreement immediately in the event the Training Site fails to perform its obligations as set forth in this Agreement. This Agreement shall automatically terminate upon the termination of the Training Center Agreement between PROJECT HEARTBEAT and the AHA.
- c. Prior to separation the Training Site will turn over all previous three (3) years training records (as outlined above) and return all certification cards in their possession. The Training Center will not provide a refund or credit to the Training Site for these cards.

Insurance and Indemnification:

- a. The Training Site hereby agrees to indemnify and hold PROJECT HEARTBEAT harmless from any and all claims related to business practices, injuries/exposures or the use of the Training Site by any of the trainees or Instructors and further agrees to indemnify PROJECT HEARTBEAT from any claim, liability, suit, cause of action or expense related to the use, by any of the trainees or Instructors, of any methods or techniques learned in the Training Session.
- b. The Training Site shall obtain and continuously maintain Professional insurance coverage for its instructors. Such insurance coverage shall be in the amount of at least \$1,000,000 per occurrence or claim and \$3,000,000 in the annual aggregate
- c. The Training Site shall maintain comprehensive general liability insurance in similar amounts, or an equivalent program of self-insurance.
- d. No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely to effect the provisions of this Agreement. Neither Party, nor any of its respective officers, directors, or employees, shall be construed to be the agent, employee, representative, or partner of the other.
- e. The Training Site shall defend, hold harmless, and indemnify Project Heartbeat Training Center and its officers, agents, employees, and instructors from liabilities and claims for damages for death, sickness, or injury to persons or property, including without limitation all consequential damages, for any

cause whatsoever arising from or connected with the operations or the services of PROJECT HEARTBEAT hereunder, resulting from the conduct, negligent or otherwise, of its agents, servants, employees, or contractors hereunder.

- f. Project Heartbeat Training Center shall hold harmless and indemnify The Training Site and its officers, agents, employees, and instructors from liabilities and claims for damages for death, sickness, or injury to persons or property, including without limitation all consequential damages, for any cause whatsoever arising from or connected with the operations or the services of PROJECT HEARTBEAT hereunder.

Copyrights, Advertising and Internet:

- a. Training Sites will adhere to the advertising, marketing and internet rules and regulations as set forth in the current Program Administration Manual without exception.
- b. Training Sites will not duplicate AHA DVDs, Textbooks or Manuals.
- c. All internet web sites will follow the AHA internet guidelines.
- d. All advertising including internet, media or print must follow the AHA guidelines set forth in the most current Program Administration Manual and shall be pre-approved by PROJECT HEARTBEAT.
- e. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.

Payment Terms, Ordering AHA Materials & Delivery:

- a. Only the current pre-designated Training Site Coordinator is able to order AHA materials and certification cards from the Training Center.
- b. The Training Center Staff will verify information related to the Training Site for each order.
- c. Training Center will ship AHA materials to Training Site location only unless authorized on a per order basis by the Training Center. Shipping charges will be applied per shipment.
- d. Tax-exempt Training Sites must submit tax-exempt information to the Training Center.
- e. Training Sites that are composed of a single individual must pay with a credit card at the time of order unless other arrangements approved by PROJECT HEARTBEAT.
- f. Training Sites affiliated with organizations representing multiple Instructors will have the ability to order with a purchase order.
 - i. Purchase order reference information must be provided at the time of the order.
 - ii. An invoice from the Training Center will be sent to the email address provided by the Training Site.
 - iii. All terms are net thirty(30).
 - iv. A Training Site with an outstanding overdue balance will not be able to order additional cards or materials until the balance and late fees are paid in full.
- g. All sales are final. No refunds will be made for orders received even if the AHA packaging is unopened. Exchange of unopened packaging cards with other AHA course cards may be considered.

h. Cost of cards and Materials

ACLS cards \$20
ACLS Text \$45
PALS cards \$20
PALS Text \$46
BLS cards \$10
BLS Text \$15
Heartsaver First Aid CPR AED cards \$30
Heartsaver Text \$10

Miscellaneous:

- a. PROJECT HEARTBEAT hereby acknowledges that the Training Site and all instructors are independent of PROJECT HEARTBEAT and nothing in this Agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between the Training Center and the Training Site or any of its Instructors.
- b. PROJECT HEARTBEAT reserves the rights to edit, add, omit or change any portion of this agreement at any time with notice supplied to the Training Site.
- c. The Training Site will immediately notify the Training Center of any personnel changes within their administration that are involved in the card ordering or documentation process, changes to mailing address, email address, internet web sites or other contact information.
- d. Cost of cards and material listed above will be valid for a period of five (5) years unless otherwise a change in pricing is agreed upon and signed by both parties.



American
Heart
Association®

AUTHORIZED
TRAINING
C E N T E R

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Date: 4/1/2019

Training Site Coordinator Sebastian Wong
Print Name

Signature
Vice Chancellor Business Services

PROJECT HEARTBEAT TC Coordinator Allan Bulda
Print Name

Signature

Phone # 510-452-1100 _____

Email Allan@projectheartbeat.com