

HeartSouth CPR Training Services LLC ("HeartSouth") American Heart Association Training Site Agreement

This Training Site Agreement is by and between HeartSouth CPR Training Services LLC ("HeartSouth") Training Center and _____ Training Site ("Training Site").

HeartSouth operates an American Heart Association Training Center ("Training Center") authorized by the American Heart Association ("AHA"). The Training Center shall approve and support Training Sites developed by individuals, campuses, employers, and other community and business organizations ("Training Sites"). 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 HeartSouth CPR Training Services:

- a) Disseminate and 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) Conduct Training Site reviews including review of Training Site equipment, teaching materials, and instructors to ensure AHA and Training Center compliance. The Training Site hereby acknowledges that the Training Center's review of teaching materials is limited to the determination of whether such materials are in keeping with the most current AHA guidelines and policies. HeartSouth 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, or HeartSouth.
- e) Provide AHA course completion e-cards, instructor cards, examinations, and instructional updates as required by the AHA in conjunction with AHA Instructor Network ATLAS and in following all Training Center policies.

US TCs are required to provide TS information on Atlas

An AHA TS operates with the authorization of an AHA TC and meets the following minimum requirements:

- Has a business legal name
- Teaches AHA courses in accordance with the official AHA Guidelines for CPR and ECC
- Maintains at least five AHA Instructors who train more than a combined 250 people each year
- Owns and maintains all equipment needed for teaching AHA courses,

including manikins that meet feedback device requirements (equipment may not be borrowed from the TC)

- Meets minimum technical requirements
 - Uses latest version of one of the top three or four Internet browsers by market share
 - Maintains knowledge of and effectively uses AHA Training Network applications, such as Atlas, eCards, eLearning, or eBooks

Obligations of Training Site:

- a) The Training Site shall recommend a "Site Coordinator" to oversee training operations, act as the liaison with the Training Center, and ensure Training Site compliance. The Training Site Coordinator must be a current AHA Basic Life Support instructor. The Training Site shall maintain strict adherence to all rules and regulations of the AHA and the Training Center.
- b) Training Sites will be designated by the Training Center. Training Sites will not provide training at levels outside their assigned disciplines.
- c) The Training Site shall maintain and ensure all aligned instructors have access to the following:
 - i. Current copy of the America Heart Association Guidelines for CPR and ECC
 - ii. Current Instructor Manual(s) and instructor tool kits, including videos for each discipline the Training Site is authorized to teach.
 - iii. Current copy of the Training Center Dispute Resolution Policy.
- d) The Training Site shall maintain the following forms for **EVERY** course instructed in either a paper or electronic format for a minimum of three years:
 - i. Completed AHA Course Roster
 - ii. Student Exam answer sheets for unsuccessful or incomplete students
 - iii. Instructor assignment for advanced level courses
 - iv. Copies of Instructor cards for non-aligned instructors
 - v. Any remediation provided
- 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.
- g) The Training Site shall be solely responsible for all equipment and materials associated with sponsored training courses:
 - i. Training Site 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 Sites affiliated instructors shall attend HeartSouth approved instructor renewal training, course updates, and instructor reviews.
- i) The Training Site will maintain facilities that meet the following requirements:
 - i. Nonresidential facility
 - ii. Security to restrict access to protect AHA proprietary material and to avoid outside disruptions during class.
 - iii. Environmental controls to achieve a comfortable learning space during class
 - iv. Clean conditions to promote a healthy learning environment
 - v. Appropriate lighting
 - vi. Restroom facilities
 - vii. Storage areas that prevent the contamination of equipment
 - viii. The facility must be smoke-free
- ii) The Training Site must comply with AHA Ethics Policy and the Code of Conduct as outlined in the Program Administration Manual.
- iii) Student must have access to print or digital versions of the discipline specific textbook before, during and after class.
- iv) Comply with payment requirements as outlined in attachment A.

Instructors

All instructors must have either primary or secondary alignment with the Training Center. All Instructors must be documented on the Course Roster including their contact information. It is the responsibility of those instructors with primary alignment outside of the Training Center to:

- a) Report the course to their primary training center.
- b) HeartSouth reserves the right to prohibit an Instructor or group of Instructors from participating as Instructors in Training Site or Training Center Courses. All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum.
- c) All Instructors involved in any way with any course must be current AHA Instructors.

Training Region:

Any training outside of the United States must be pre-authorized by the AHA in writing and 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.

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. 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 and all training records requested by the Training Center within forty-eight (48) hours of request.

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

- a) All correspondence from AHA National/Regional and the Training Center
- b) Training Site must maintain a current list of AHA Instructors authorized to teach for the Training Site.
- c) Manikin cleaning/disinfection procedures consistent with the manufacturer's recommendation.
- d) American Heart Association Certification e-Cards:
 - i. E-cards will be loaded to the e-card Site specific to the Training Site. The Training Site Coordinator will determine how cards are issued to students.
 - ii. Training Site is responsible for payment once e-cards have been loaded into the e-Card Site inventory.
 - iii. Training Site will not issue replacement cards for expired certifications.

Miscellaneous:

- a) Indemnification. Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of the other party's parent companies, subsidiaries, affiliates, successors and assigns, and each of their directors, officers, shareholders, employees, and agents (collectively, the "Indemnified Party" or "Indemnified Parties") from and against any and all losses, damages, claims, liabilities, costs, fines, penalties, judgments and expenses (including reasonable legal fees) arising from or relating to claims resulting from the Indemnifying Party's: (i) actual or

alleged breach of this Agreement, or breach of any covenant, warranty or representation in this Agreement, (ii) negligent acts or omissions relating to or arising from this Agreement, (iii) willful misconduct relating to or arising from this Agreement, or (iv) any violation of any applicable federal, state or local law or regulation (each a "Claim"). Each party will be responsible under this section for the actions of its own employees, agents, and contractors. Neither party will be responsible under this section to the extent a Claim results from the breach, negligence, or willful misconduct of the other party or its employees, agents, or contractors.

- b) The Training Center hereby acknowledges that the Training Site and all instructors are independent of the Training Center and nothing in this agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between the Training Center, Training Sites and/or aligned instructors.
- c) The Training Center reserves the right to edit any portion of this agreement with notice of thirty days to the Training Sites.
- d) Training Sites will immediately notify the Training Center of any personnel changes within their administration that would impact delivery of e-cards.
- e) Training Site must notify the Training Center thirty days prior to any change in Site, email address, mailing address, or other contact information.
- f) This contract shall remain in effect until such time that either party gives cancellation notice of 30 days to the other party.
- g) Insurance. The Training Site must obtain and maintain for the duration of the Agreement at their expense comprehensive general liability insurance from a carrier rated A VII or better, with limits of no less than \$1,000,000 per occurrence of bodily injury, death or property damage combined, and \$2,000,000 general aggregate, and a deductible no greater than \$25,000. No Training Location's general liability insurance policy shall be canceled except after 30 days' prior written notice to the Training Center. The Training Site must provide the Training Center with a certificate of insurance evidencing this coverage with its application and upon request.

executed this agreement as set forth below:

HeartSouth CPR Training Services LLC

R. Brad Garrard,
Owner and TC

Signed this Day:

Training Site

Business Name:

Representative Name:

Representative Signature:

Signed this Day:
