HeartCert Training Site / Instructor Agreement

To join HeartCert's training center as an instructor you must agree to this document. It is up to you as an instructor to maintain your credentials and the standards of the AHA, and you alone are responsible for maintaining your status.

To join as a training site, you must have 5+ instructors that will be instructing with your site, agree and adhere to all policies here within and attend a training course to discuss expectations and training center faculty (instructor trainer) information/training.

Training Center Faculty (TCF – instructor trainers) are required to have been an instructor for at least 2 years or equivalent experience and approved by the training center coordinator (TCC). At least one TCF must be appointed for oversight of a training site. The TCF is required to ensure the quality of all courses taught in or for their training site.

This Training Site Agreement is by and between HeartCert, located at 4460 Erin Dr. Eagan MN 55122, (hereafter in this document known as HeartCert or HC) and the instructor(s) agreeing to this form via electronic signature/acknowledgment or signature. HeartCert operates an American Heart Association (AHA) Training Center approved by the AHA. As an approved AHA Training Center, HC shall approve and support instructors, Training Sites and other community and business organizations. Approval of alignment with HC allows instructors and training sites (ts) in good standing with HC to conduct training sessions in accordance with all AHA guidelines, subject to the terms and conditions of this agreement. Acceptance of your Training Site and/or instructor status and continued affiliation HC is at the discretion of HC

and the AHA. By clicking agree and submitting your documented and authorized legal e-signature, submitting acknowledges and agree to abide by all HC training center, staff, and AHA guidelines, rules and policies including as follows:

1.Obligations of HeartCert

a. Maintain and provide current AHA guidelines and information to all aligned instructors.

b. Provide policies and procedures that meet or exceed the requirements of AHA for instructors, courses and administrative paperwork.

c. Provide support to ensure AHA and HC policy compliance.

d. Report all necessary training information as requested by the American Heart Association, subpoena, etc.

e. Provide purchase options for AHA course completion cards, examinations, and instructional updates as required by the AHA in conjunction with the AHA Instructor Network and following all outlined policies.

2.Obligations of *instructor(s) and training sites*

a. Training sites shall assign a “Training Site Admin/Training Site Coordinator”, to oversee training operations, act as the liaison with HC, and ensure compliance with all AHA and HC policies and regulations. The Training Site Admin/Training Site Coordinator must be a current AHA Instructor Basic Life Support affiliated with HC. All training Sites and Instructors shall maintain strict adherence to all rules and regulations of AHA (including but not limited to all information on the instructor network, bulletins, Program Administration Manual and Instructor Manuals) related to course offering, instruction, delivery,

testing and remediation. If the “Training Site Admin/Training Site Coordinator” for any reason changes, HC must be notified within two business days in writing of the change. HC reserves the right to approve all “Training Site Admin/Training Site Coordinators” and to disallow a “Training Site Admin/Training Site Coordinator” who is not qualified or does not perform their responsibilities according to HeartCert and AHA policies and procedures.

b. Training Sites will not provide training at levels beyond their designation or outside of the approved geographic location specified in this agreement (United States).

c. TCF shall ensure that all instructors that teach at their Training Site are current and in good standing as instructors in all disciplines that they teach.

d. All instructors must be aligned with HeartCert as their AHA Training Center. Instructors who teach at a Training Site must also be aligned with that Training Site. Instructors may not teach AHA courses or issue course completion cards until HeartCert has approved their alignment.

e. All paperwork and documentation required under this agreement, including instructor alignment documents and course rosters and records, must be submitted to the HeartCert Training Center Coordinator (TCC), either directly or through the Training Site Admin/Training Site Coordinator. Records requested under this agreement must be provided to the TCC.

f. HC shall keep at their main administrative office location and/or approved electronically all of the following:

1. Access to the current signed copy of this agreement.

2. Access to the current version of the AHA Program Administration Manual with appendices.

3. Access to the current copy of the AHA Guidelines for CPR & ECC

4. Access to the current Instructor Manual(s) and instructor tool kits, including AHA videos for each discipline the Training Site is authorized to teach. Instructors are responsible for having the appropriate equipment and manuals for training courses. Librarying of books shall not be allowed other than as stated in the AHA Program Administration Manual (PAM).

Expectations:

All aligned instructors shall maintain, have access to and have present at courses all equipment necessary for course instruction as outlined in the AHA Instructor manual for the specific course being taught.

All equipment shall be clean, safe and maintained to remain in good working order.

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 is prohibited.

All manikins used must be feedback manikins or equipped with a feedback device per AHA protocol. Feedback manikins and feedback devices must give feedback on both rate and depth of compressions set to the current AHA guidelines.

All courses must follow the time requirements and agenda found in the AHA Instructor Manual. Tests will be kept secure and not shared per aha and the PAM. If there is a breech you must contact us asap.

All students at an AHA course must have either a current digital or hardcopy of the AHA student manual present with them in the classroom when the course is taught.

All instructors will maintain a greater than 85% positive assessment rate on the online student course evaluation for all courses taught. Failure to maintain this greater than 85% positive response rate may be cause for remediation or termination of this agreement. AHA currently requires all students to complete a written course evaluation whether they completed a classroom or blended version of the course. All students receiving an e-card will also, be completing an online course evaluation.

Instructors and Training Sites are not permitted to operate an additional training site underneath them nor (re)sell any items obtained from HC without written approval. No intellectual property from HC or it's subsidiaries shall be taken or used in any way by any ts or instructor. This includes process, programs, software, customer/client data and anything used for training.

Training Sites and Instructors must purchase all AHA e-cards and other course completion cards exclusively through the HeartCert Training Center ordering portal (https://tc.mytasystem.com/co-catalog?sr=3408703). Cards obtained from any other source, or issued outside the HeartCert Training Center, are not permitted. Annual or bi-annual fees may be required for continued alignment.

Any training outside of the United States must be pre-authorized by the AHA via the approval process on the AHA website and proof of this approval process must be provided to HC at least 60 days prior to teaching any international courses.

All instructors and ts' must maintain all course and training records, including course documentation and reports, and keep them available for inspection in either digital or paper format for at least five (5) years. Records must be provided to the TCC upon request.

Ecards that are purchased or assigned to TS' and instructors may only be used in courses that are sponsored by HeartCert and that have been digitally submitted to HC TC.

Instructors and ts' will issue course completion cards within two business days of course completion. Instructors must have a current copy of the instructor manual as per the PAM.

All instructors and ts' must abide to the copyright, logo and legal resources found in the Program Administration Manual. If you own a website, have business cards or otherwise promote you are *required* to submit to HeartCert for review.

Indemnification

By accepting alignment you hereby agree to indemnify and hold HeartCert, all it's employees and independent contractors, owners and officers, and the American Heart Association and its employees harmless from any and all claims related to any personal or business practices, injuries/exposures or the use of the Training Site by any of the trainees or Instructors, and further agrees to indemnify HeartCert,

it's employees and independent contractors, owners and officers, and the American Heart Association and its employees, from any claim, liability, suit, cause of action, or expense related to the use, by any of the trainees or Instructors, or any methods or techniques learned in the training session.

a. You hereby acknowledge that nothing in this Agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between HC and you or your Instructors.

b. HC reserves the rights to edit, add, omit, or change any portion of this agreement at any time with notification.

c. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties.

d. The individual(s) warrants and represents that upon execution hereof, this Agreement shall be the legal valid and binding obligation, enforceable in accordance with its terms. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement.

e. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any other provision hereof; nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

f. No supplement, modification, or amendment of any term, provision, or condition of the Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.

g. Nothing in the Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein and HC (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies under, or by reason of, this Agreement. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any entity any right of against any party hereto.

h. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

i. This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of law and provisions.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date recorded on the electronic form. This is authorized, legal and binding. All signing this agreement and accepting alignment agree to abide by all AHA and HeartCert policies, including the Program Administration and Instructor Manuals. You are also agreeing to the HeartCert dispute resolution policy, manikin decontamination and cleaning policies, quality assurance policy and all other policies found online.

The following must be present as per the AHA on any marketing material and website:

Use of American Heart Association materials in an educational course does not represent course sponsorship by the American Heart Association. Any fees charged for such a course, except for a portion of fees needed for AHA course materials, do not represent income to the Association.

Please review the PAM regarding this and for appropriate use of the AHA logo and requirements, compliance with all AHA rules is solely up to the instructor and training sites. Violation of any of these policies shall be grounds for termination of this agreement and alignment status.