

FL Health Science Consulting Training Site American Heart Association Affiliation Agreement

This Affiliation Agreement made this _____(day) of _____(month), _____
(year) is by and between FL Health Science Consulting (HSC) and _____
_____(AHA Instructor).

HSC operates an American Heart Association training site (the “Training Site”) approved by the American Heart Association (“AHA”) and Babcock Health Education Services (the “Training Center”). The Training Site shall approve, monitor, and support Instructors. Approval allows Instructors to conduct CPR training in accordance with all AHA guidelines, subject to the terms and conditions of this agreement. Acceptance of an Instructor and continued affiliation with the Training Site is at the discretion of the Training Site and the Training Site Coordinator.

The parties to this Agreement agree as follows:

Obligations of HSC:

- 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 course monitor visits including review of Instructors equipment and teaching materials to ensure AHA and Training Site compliance. Training Site hereby acknowledges that the Training Site’s review of teaching materials is limited to the determination of whether such materials are in accordance with AHA guidelines.
- d. Report all necessary training information as requested by the American Heart Association.
- e. Make available AHA course completion eCards, examinations, and instructional updates as required by the AHA in conjunction with AHA Instructor Network and following all Training Center policies.
- f. Oversee all training operations, act as the liaison with BHES as TC Faculty.
- g. Maintain and ensure all aligned instructors have access to the following:
 - Current copy of this agreement
 - Current version of the American Heart Association’s Program Administration Manual
 - Current copy of the American Heart Association Guidelines for CPR and ECC
 - Current Instructor Manual(s) and instructor tool kits, including videos for each discipline the Instructor are authorized to teach.

Obligations of Instructor:

- a. Instructor must be a current AHA instructor in the discipline(s) the Instructor is authorized to teach. The Instructor shall maintain strict adherence to all rules and regulations of the AHA and Training Site related to course offering, matrix and instruction, delivery, testing, remediation, as well as course documentation, reporting and archiving of documentation.
- b. Instructor must hold a current AHA course provider card, in addition to, an AHA instructor card in the discipline(s) they are authorized to teach.
- c. The Instructor shall maintain the following in electronic format using the Training Site Enrollware system:
 - I. All AHA Skills Check Form(s) for each discipline the Instructor is authorized to teach
 - II. Enrollware Course Roster
 - III. Student Exam answer sheets marked with the number of incorrect answers, percentage grade, and pass or fail
- d. Instructor shall maintain current exams for each discipline authorized in a secure manner.
- e. Only current credentialed AHA Instructors on file shall have access to AHA exams during non-testing sessions.
- f. Instructor shall be solely responsible for all equipment and materials associated with training courses unless provided by a HSC through a rental agreement:
 - i. Instructors shall maintain, have access to and have present at courses all equipment necessary for course instruction as outlined in the course lesson plans for the specific course(s) being taught.
 - ii. All equipment shall be clean, safe and maintained to remain in good working order. See AHA equipment decontamination guide on the Instructor Network.
 - 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.
 - iv. By January 31, 2019, the AHA will require the use of an instrumented direct feedback device or manikin in all AHA courses that teach the skills of adult CPR. Specifically, an instrumented directive feedback device or manikin is one that, at a minimum, provides audio or visual (or both) feedback on the rate and depth of compressions during CPR training.
- g. Instructor must make available that each student has a current appropriate course textbook readily available for use before, during, and after the course. (See PAM for employee libraries)
- h. Instructor shall be responsible for purchasing their own eCards through the Training Sites secure website portal

- i. Instructor is responsible for issuing eCards to students within 7 days, no more than 20 business days after course completion through the AHA Instructor Network.
- j. Instructor will be required to pay an alignment fee of \$200 every 2 years to HSC to maintain alignment status with the Training Site.
- k. Instructor agrees to teach a minimum of 2 classes per year.

Non-HSC Instructor's:

Instructors aligned with other AHA Training Sites/Centers may assist in a course but may not be the primary course instructor. Training Sites/Centers are solely responsible for ensuring that the Instructors aligned with other Training Sites/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 Sites/Centers, must be documented on the Course Roster including their contact information. It is the responsibility of the non-HSC aligned Instructor to:

- a. Report this course to their primary Training Center using AHA Notice to Primary TC of Teaching Activity form.
- b. Request secondary alignment on the AHA Instructor Network with BHES.
- c. HSC or BHES reserves the right to disallow an Instructor or group of Instructors, not aligned with the Training Site, from participating as Instructors in Training Site or Training Site Courses.
- d. All courses must follow the course matrix and agenda found in the Instructor Manual for the specific curriculum.
- e. All Instructors involved in any way with any course must be current AHA Instructors with a course provider card and a course instructor card.

Training Region - Florida:

The Training Site is permitted to provide authorized AHA training within the state of their Training Center. 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 Site.

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:

- 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 Heartsaver programs.)
- All applicable skills check-off sheets for each student
- Copy(s) of non-HSC aligned Instructor cards (if applicable).

All documentation can be stored using the Training Sites Enrollware system, however, it is advised that you also keep your hard copies.

Instructor 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 sixty (60) day written notice to the other party. HSC shall be permitted to terminate this Agreement immediately in the event the Instructor 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 BHES and the AHA.
- c. Prior to separation the Instructor will turn over all previous three (3) years training records (as outlined above) and return all certification cards in their possession. The Training Site will not provide a refund or credit to the Instructor for these cards.

Indemnification:

- a. The Instructor hereby agrees to indemnify and hold HSC 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 HSC 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.

Copyrights, Advertising and Internet:

- a. Instructors will adhere to the advertising, marketing and internet rules and regulations as set forth in the current Program Administration Manual without exception.
- b. Instructors 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 HSC.
- e. Instructors 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 can order AHA materials and certification cards from the Training Center.
- b. Training Site will add AHA eCards to AHA Instructor Network eCard inventory.
- c. All sales are final. No refunds will be made for orders received even if the AHA packaging is unopened. Exchange of unopened packaging with other AHA course cards may be considered.

Miscellaneous:

- a. HSC hereby acknowledges that the instructors are independent of HSC and nothing in this Agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between the Training Site and the Instructors.
- b. HSC reserves the rights to edit, add, omit or change any portion of this agreement at any time with notice supplied to the Instructor.
- c. The Training Site will immediately notify the Instructor 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.

