

Cascade Training Center
American Heart Association Training Site/Instructor Agreement

This Training Site Agreement made this __ (day) of _____(Month), ____ (Year) is by and between Cascade Training Center and _____ (“Training Site- Organization Name or Individual”).

BACKGROUND

Cascade Training Center, located in Seattle, Washington which operates an American Heart Association training center (the “Training Center”) approved by the American Heart Association (“AHA”) and authorized to provide Training Center Services in all 50 states. The Training Center shall approve and support Training Sites developed by individuals, local employers and other community and business organizations (“Training Site”) to conduct training sessions as approved by the American Heart Association (i.e. AHA educational curriculums) (“Training Sessions”) 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.

Training Sites are an individual(s), employer, or other community or business organization which desires to develop a Training Site in compliance with all American Heart Association and Cascade Training Center guidelines in accordance with the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration the parties to this Agreement agree as follows:

1. Obligations of Cascade Training Center:

- a. Maintain current American Heart Association guidelines and information.
- b. Provide policies and procedures that meet and/or exceed the requirements of AHA for course reporting, Instructor Certification and Instructor Renewal Certification.
- c. Provide site visits or oversee “self –review” process including review of Training Site equipment and teaching materials 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. Cascade Training Center 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 Cascade Training Center.
- 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.

2. Obligations of Training Site:

- a. The Training Site shall assign a “Site Coordinator” to oversee training operations, act as a liaison with the Cascade Training Center, and ensure Training Site compliance. 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 as Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and/or Basic Life Support (BLS) Training Sites. Training Sites will not provide training programs that are not designated in this agreement.
- 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. Reference copy of current Instructor Manual(s) and instructor tool kits, including videos, for each discipline the Training Site is authorized to teach.
 - v. Current copy of the Cascade Training Center, *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 psychomotor Skills Check Form(s) for each discipline the Training Site is authorized to teach
 - iii. BLS Course Roster (BLS Training Sites only)
 - iv. Advanced Course Roster forms (ACLS & PALS Training Sites only)

- v. Advanced Provider Data Forms (ACLS & PALS Training Sites only)
- e. The Training Site shall maintain current exams for each discipline authorized in a secure manner.
- f. Only current credentialed AHA Instructors shall have access to AHA examinations 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 Cascade Training Center approved instructor renewal training and course updates unless specifically agreed to in advance and in writing by the Cascade Training Center Coordinator. Recertification requirements may exceed those outlined in the AHA Program Administration Manual.
- i. Current Instructors aligned with other AHA Training Centers may assist in the course but may not be the course director. 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 Report Form including their contact information. It is the responsibility of the non-Cascade aligned Instructor to report this course to their primary Training Center.
- j. The Cascade Training Center 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.
- k. All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum.
- l. All Instructors involved in any way with a course must be current AHA Instructors.

3. Training Region:

- a. The Training Site is permitted to provide authorized AHA training within the state of their Training Site.
- b. 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.
- c. 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.

4. Course Administrative Requirements:

- a. BLS course administrative requirements (Includes BLS for HCP, All Heartsaver Curriculums and Friends & Family Courses).
 - i. Upon course completion the following documentation shall be submitted to the Training Center, within seven (7) calendar days of course completion, via fax or scanned to email in PDF format. Fax #: 888-213-8024 Email: training@chealthcare.com Physical documents either mailed or "hand delivered" will not be accepted. (PDF documents submitted on USB Flash Drives or other approved electronic PDF means will be accepted with prior Training Center approval.)
 - ii. Documentation for each course will be submitted separately and include:
 - 1. Completed roster report cover sheet
 - 2. Amended agenda indicating any variations and instructor assignments
 - 3. Completed BLS Course Roster
 - 4. Copy of written test answer sheet (BLS HCP Courses)
 - 5. All applicable skills check off sheets for each student that is remediated or fails the skills portion
 - 6. Completed course evaluation forms
 - 7. Copy(s) of non-Cascade Training Center aligned Instructor cards (If applicable)
- b. ACLS and PALS Course administrative requirements (Include ACLS Initial/Renewal Courses & PALS Initial/Renewal Courses).

- i. Pre-Course Requirements: ACLS & PALS courses require Training Center pre-approval and notification. ACLS and PALS courses completed without pre-approval will not be eligible for course completion cards. Pre-approval shall be obtained by submitting the following documentation prior to the course:
 1. Course agenda
 2. Instructors and Instructor Assignments
 3. Location, Date(s) and course start and end times.

- ii. Post Course Requirements: Upon course completion the following documentation shall be submitted to the Training Center, within seven (7) calendar days of course completion, with payment/billing information via fax or scanned to email. Fax #: 206-213-4110 Email: training@chealthcare.com:
 1. ACLS or PALS Roster Report Cover Sheet
 2. Amended agenda indicating any variations and instructor assignments
 3. Completed Cascade Training Center Advanced Provider Data Forms for each course participant- Documentation completed for each data line.
 4. Copies of all completed skills check sheets for each student-signed and dated by Course Director with all necessary areas completed.
 5. Copies of written test answer sheets for each student- Graded by Instructor with written % of correct answers documented on the top of the exam answer sheet.
 6. Completed course evaluation summary.
 7. Copy(s) of non-Cascade Training Center aligned Instructor cards (If applicable)

5. Training Site Mandatory Record Keeping:

The following documentation shall be maintained by the Training Site 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 it's affiliation with The Cascade Training Center; copies of all Training site documentation for the preceding three years shall be delivered to the Cascade Training Center 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. Additionally; Training Site will maintain:

- a. All correspondence from AHA National/Regional and the Cascade Training Center
- b. Manikin cleaning/disinfection records consistent with manufacturer's recommended procedures.
- c. Documentation for each course including:
 - i. Course agenda with amendments
 - ii. Course rosters or Advanced Data Forms
 - iii. Course evaluation forms and summary
 - iv. Written exam answer sheets
 - v. Psychomotor skills check sheets

6. American Heart Association BLS Certification Cards:

- a. BLS Cards will be sold to Training Sites in advance of BLS courses in packs of twenty-four cards.
- b. The Training Center will only send 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 Cascade Training Center.
- d. Cards that are lost or missing must be reported to the Training Center within twenty-four (24) hours of the incident.
- e. Cards will only be issued for the specific course they are permitted as outlined on the most current AHA course matrix.
- f. 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
- g. Training Sites will not issue replacement cards for expired certifications.
- h. The original dates of certification will appear on the certification cards, NOT the replacement date..

- i. 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.
- j. Certification cards will be stored in a locked enclosure inside of a secured location. Only current certified Instructors of the Cascade Training Center will have access to these cards.

7. American Heart Association ACLS and PALS Certification Cards:

- a. Upon course completion all required documentation shall be submitted to the Training Center with payment/billing information via fax or scanned in PDF format to email. Fax #: 206-213-4110 Email: training@chealthcare.com
- b. The Cascade Training Center will, upon receipt of complete course documentation and payment in full for course completion cards, remit the appropriate printed cards back to the training site for distribution to students within thirty (30) calendar days.
- c. The Training Center will not send certification cards directly to individual students.
- d. The Training Site will not receive cards if documentation is incomplete or the course did not follow the guidelines set forth by the AHA Instructor Manuals and/or Cascade Training Center Policies. Only pre-authorized ACLS & PALS courses are eligible for cards.
- e. The Training Center will not retroactively issue cards for courses taught by Instructors that have expired Instructor Certifications.
- f. The Training Center is not responsible for misspelled names or incorrect information submitted to the Training Center. Replacement cards secondary to Training Site documentation errors will be billed to the Training Site.

8. 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 sixty (60) day written notice to the other party. Cascade Training Center 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 Community Training Center Agreement between Cascade Training Center and 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.

9. Indemnification:

- a. The Training Site hereby agrees to indemnify and hold Cascade Training Center 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 Cascade Training Center 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.

10. Copyrights, Advertising and Internet:

- a. Training Sites will adhere to the advertising, marketing and internet rules and regulations as set forth in the Program Administration Manual without exception.
- b. Training Sites will not duplicate AHA DVD/Videos, Textbooks or Manuals with the exception of skill checklists or forms that are outlined in the Cascade Training Center Instructor Course.
- 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 the Cascade Training Center.
- e. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.

11. Payment Terms, Ordering AHA Materials & Delivery:

- a. Only current pre-designated Training Site contacts are 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 individuals must pay with a credit card at the time of order.
- 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 mailing or email address provided by the Training Site.
 - iii. All terms are net thirty (30).
 - iv. A 10% late fee will be charged on overdue balances.
 - v. A separate invoice will be issued to the Training Site for late fees.
 - vi. 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.

12. Miscellaneous:

- a. Cascade Training Center hereby acknowledge that the Training Site and all instructors are independent of Cascade Training Center and nothing in this Agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between Cascade Training Center and the Training Site or any of its Instructors.
- b. The Cascade Training Center reserves the right 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. Training Sites will not compete with:
 - i. Training Center programs including; clients, courses or management of training programs
 - ii. Solicitation of other AHA Training Sites or customers of the Training Center
 Upon notification to the Training Site from the Training Center of such relationship the Training Site will immediately cease efforts to solicit business.

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

By Training Site:	By Cascade Training Center
Printed Name:	Printed Name:
Signature:	Signature:
Date:	Date:

Training Site Information:

Training Site Authorized to provide the following
AHA Programs (BLS, ACLS, PALS): _____

Assigned Cascade Training Center Faculty: _____

Training Site Name	
Parent Organization	
Training Site Contact	
Site Contact Phone Number	
Site Contact Email Address	
Street Address	
City, State, Zip Code	
Fax Number	
Web Site	