



FIRE & EMS TRAINING CENTER

AGREEMENT TO PROVIDE EMERGENCY CARDIOVASCULAR CARE TRAINING AS A TRAINING SITE UNDER WAUKESHA COUNTY TECHNICAL COLLEGE

This is an Agreement between Waukesha County Technical College (“WCTC”) and _____ (herein after referred to as “Training Site” or “TS”).

WHEREAS, WCTC has its principal offices at 800 Main Street; Pewaukee, Wisconsin 53072;

WHEREAS, TS has its principal place of business at _____;

WHEREAS, the American Heart Association, Inc. (“AHA”) is a non-profit organization dedicated to fighting heart disease and stroke and sets guidelines for emergency cardiovascular care (“ECC”) and ECC training;

WHEREAS, the AHA has entered into an agreement with WCTC wherein WCTC is authorized to provide, and manage the provision by others of, ECC training under the guidelines and curriculum of the AHA;

WHEREAS, TS would like to provide HEARTSAVER/BLS , ACLS and/or PALS (*please circle disciplines*) ECC training under the guidelines and curriculum of the AHA;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, WCTC and TS agree as follows:

1. Definitions:

- a. *AHA Materials*: “AHA Materials” shall mean all ECC materials published by the AHA, including, but not limited to, textbooks, instructor’s manuals, exams, answer keys, toolkits, newsletters, and course completion card.
- b. *Courses*: “Course” or “Courses” shall mean the approved ECC courses that meet the requirements of the Program Guidelines and the curriculum set out in the current applicable AHA Instructors’ Manuals (including Basic Life Support, Advanced Cardiac Life Support and Pediatric Advanced Life Support).



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- c. *Course Cards*: “Course Cards” shall mean those cards bearing the AHA Servicemarks and ECC logo, which TS distributes to students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.
- d. *Training Site*: “Training Site” shall mean person or organization engaged or authorized by WCTC to teach Courses and for whom WCTC will process course rosters.
- e. *Instructors*: “Instructors” shall mean persons engaged or authorized by the WCTC or TS to teach Courses.
- f. *Program Guidelines*: “Program Guidelines” shall mean the then current *Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care*, and the then current *Program Administration Manual: Guidelines for Program Administration and Training* dated March 1, 2008, as they may be amended and/or supplemented by the AHA from time to time. The Program Guidelines are incorporated herein by reference as if fully set forth at length. TS acknowledges receipt of a set of Program Guidelines.

2. Responsibilities of Training Site

- a. *Fee Structure*:
 - i. TS shall pay to WCTC an annual fee of \$200 per AHA discipline maintained (Heartsaver/BLS, ACLS and/or PALS), or \$500 for all three disciplines, plus pay the following per certification card issued: \$20 per Heartsaver card, \$6 per BLS Provider card, \$5 for K-12 Heartsaver cards, and \$8 per ACLS or PALS card issued. Instructor cards are charged at the same rate as the provider cards. Training Sites who have 15 or more AHA instructors aligned as their primary training site will be charged an additional \$100 annual fee for additional maintenance of instructor renewals, monitoring and on-demand support.
 - ii. Fees associated with obtaining cards may be updated as necessary by WCTC with at least 30 days notice to the TS.
 - iii. The annual fee may be updated as necessary by WCTC with at least 90 days notice to the TS.
 - iv. The TS may seek to terminate this agreement upon notice of such cost increases. Any pro-rated portion of the annual fee paid to WCTC will not be refunded.
- b. *Courses*:
 - i. TS shall ensure that all Courses taught by TS and its Instructors conform to the requirements of the Program Guidelines and the curriculum set out in the applicable AHA Instructor’s Manuals.



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- ii. TS acknowledges and agrees that this Agreement is non-exclusive and that WCTC may enter into Training Site Agreements with other parties.
- c. TS shall comply with the requirements of the Program Guidelines including, but not limited to:
 - i. TS shall promptly notify, forward, or otherwise communicate to its Instructors all correspondence from the American Heart Association regarding changes to science or curricula.
 - ii. TS must process and forward rosters and course card requests to WCTC promptly, and must distribute cards in a timely fashion once received from WCTC.
 - iii. TS must ensure adequate instructors and equipment are available to support the training provided by the TS while maintaining minimum student-to-instructor ratios as defined by the AHA for each respective discipline being taught.
- d. The TS will support Chain of Survival initiatives in cooperation with the AHA, within available resources as outlined in Program Guidelines.
- e. The TS will support public advocacy Chain of Survival activities.
- f. The TS shall demonstrate, secure, and maintain liability insurance as set forth below.
- g. The TS shall maintain equipment in accordance with AHA guidelines, including having a written policy on decontamination of equipment.
- h. *Rosters and Course Completion Cards:*
 - i. TS shall safeguard Course Cards from unauthorized distribution. It shall limit the distribution of Course Cards only to persons who are students of the TS and who have met the requirements for receipt of Course Cards in accordance with Program Guidelines. Only the TS Coordinator may receive Course Cards from WCTC and the TS will be solely responsible for the control and security of card issuance. This responsibility may not be assigned or transferred to any other organization or individual. TS shall ensure that only the appropriate type of Course Card, as set out in the Program Guidelines, is issued to each student.



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- ii. TS may not substitute any other organization’s card for the appropriate AHA Course Card, or issue any Course Card not currently authorized for an AHA Course, or use non-AHA course materials in lieu of AHA materials to teach an AHA Course.
 - iii. TS shall maintain rosters and records for all Courses conducted by TS for at least three (3) years after the date the Course was conducted.
 - iv. TS shall submit statistical data and/or reports to WCTC as required to assist in WCTC in meeting AHA requirements denoted within the Program Guidelines.
- i. AHA Materials:*
- i. TS may purchase AHA Materials from third party distributors subject to the distributor’s policies regarding payment terms, prices, shipping, and handling. Such materials may also be obtained through the WCTC Bookstore.
 - ii. TS may sell AHA ECC textbooks and Instructor’s Manuals to students, Instructors, and other third parties. However, it may not sell or distribute to any third party AHA Course exams and/or answer keys. AHA Course exams and/or answer keys may be used only for provision of Courses under this Agreement. TS may duplicate, in whole, AHA Course exams to be used only for the provision of Courses under this Agreement. Unauthorized copying, re-selling, or distributing AHA Course exams and/or answer keys are grounds for immediate termination of this Agreement.
- j. TS Coordinator:* TS shall designate a primary contact (hereinafter “TS Coordinator”) between TS and WCTC regarding all administration of ECC training, including, but not limited to, customer service, Course scheduling, card issuance, and records maintenance and retention.

3. Responsibilities of WCTC:

- a. Provide administrative support for the development of the TS.
- b. Be a resource for current information on all AHA programs, science guidelines, policies, procedures, with expertise in ECC program administration, and education.
- c. Provide biannual updates to Instructors as necessary.
- d. Provide access to AHA materials and course cards.



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- e. Make reasonable efforts to maintain AHA Community Training Center (“CTC”) status, meeting AHA guidelines for CTC’s.
 - f. Provide complaint problem resolution for TS if TS internal system cannot resolve problem.
 - g. Provide costs for programs and activities provided by WCTC to TS.
 - h. Provide TS with forms, guidelines, and other required information so the TS can keep appropriate records.
 - i. Provide the AHA with all required records and reports.
 - j. Assist TS with development of “Chain of Survival” activities and be a technical resource for development of other AHA programs.
4. **Reviews:** The AHA and/or WCTC may monitor and/or review TS performance and compliance with Program Guidelines and AHA curriculum at least once each year through a review of Course records, site reviews, and course audits. TS shall provide AHA and/or WCTC with access, as needed, to TS facilities and records. This shall be in addition to the monitoring of Instructors as a part of their review.
5. **Dispute Resolution:**
- a. Subject to paragraph 5b below, TS agrees that any disputes regarding Course curriculum, TS’s compliance with Program Guidelines, or other matters regarding its delivery of AHA ECC training shall be resolved according to the Dispute Resolution Policy set out in the Program Guidelines. Permissible under those Guidelines, WCTC reserves the right to resolve disputes unilaterally given its status as the AHA-recognized CTC.
 - b. Notwithstanding the terms of paragraph 5a, each party to this Agreement shall, at all times, be entirely free to exercise its rights of termination under Section 11 with regard to whether a dispute exists at the time of such termination, which, in the absence of such termination, would be resolved pursuant to Section 5a and, if such a dispute should then exist, without any requirement that such dispute be resolved pursuant to Section 5a.
6. **Costs and Fees:** All costs of providing Courses and fees charged to students shall be the responsibility of the TS. The AHA and WCTC shall not have any responsibility for any costs incurred, or fees charged, by the TS.
7. **Relationship of the Parties:** The parties acknowledge and agree that the relationship created by this Agreement is that of independent contractors, each is an independent business entity and, as



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such, neither party may represent itself as an employee, agent or representative of the other; nor may it incur any obligations on behalf of the other party; nor are the parties joint venturers or partners; nor does the relationship created under this agreement constitute a franchise or other related relationship. TS is solely responsible for its performance and for carrying out its responsibilities under this agreement. Employees of TS are not, and shall not be considered, employees of WCTC. Without limiting the foregoing, TS acknowledges and agrees that WCTC has no responsibility for any of its activities including, but not limited to, its: conduct of courses; employment supervision and training of Instructors and other employees or agents; scheduling of Courses; obligation(s) to provide courses to third parties, obligation(s) to pay for AHA Materials or other supplies or services provided by third parties; or, obligations incurred in the course of its business.

8. **Conflict of Interest:** TS acknowledges that the AHA’s conflict of interest policy prohibits AHA volunteers from acting and being involved in any decision-making process on behalf of the AHA when the volunteer has any interest (whether financial, personal or professional) in the activity. This policy may result in the disqualification of TS employees from acting as AHA volunteers in the ECC program. TC will not knowingly permit its employees or agents to take any actions that violate the AHA’s conflict of interest policy.

9. **Proprietary Rights:**
 - a. TS acknowledges and agrees that all Instructor information is proprietary to the AHA and WCTC. Instructor information includes, but is not limited to, the date(s) on which Instructor took the Instructor Course(s) or Renewal Course(s), course location, monitoring reports, teaching history and contact information for Instructor, including address, phone and e-mail address. Instructor information must be delivered to WCTC or the AHA upon request.

 - b. TS acknowledges and agrees that copyright in AHA Materials is owned by the AHA. AHA Materials may not be copied, in whole or in part, whether in print, electronically, on the World Wide Web (“Web”) or in any other format, and may not be adapted without the prior express written consent of the AHA.

 - c. The name “American Heart Association,” the heart-and-torch logo, and the slogan “Learn and Live” (hereinafter collectively “AHA Servicemarks” are servicemarks of the American Heart Association, Inc. TS acknowledges and agrees that it may not use them or display them in any fashion whatsoever, except as may be expressly set out in the Program Guidelines, and subject to the AHA’s prior review and written approval. TS also acknowledges and agrees that “WCTC,” “Waukesha County Technical College” and its logos are intellectual property of WCTC and cannot be used or displayed by TS in any fashion whatsoever, except as provided by written permission. In such instances, if the length of term for use of WCTC intellectual property is not defined, such right will expire at



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the expiration term of this agreement and will not automatically renew, even if the agreement does.

- d. TS's use of the AHA Servicemarks and AHA Materials shall accrue exclusively to the AHA's benefit and all ownership, copyrights, servicemarks, trademarks and other rights, titles and interests in them shall be in the AHA's name and shall belong to the AHA. TS shall not contest the validity of the AHA's copyrights, servicemarks or trademarks or other AHA proprietary right, title or interest including, without limitation, after the expiration or termination of this agreement.

10. Indemnification:

- a. TS hereby agrees to indemnify, defend and hold harmless WCTC, the AHA, and their affiliates, offices, employees, volunteers and agents from and against all claims, damages, liabilities, suits and expenses (including reasonable attorney's fees) arising out of or in connection with (a) Courses offered or provided by the TS, Instructors, its employees or agents; (b) acts or omissions of the TS and/or Instructors; and, (c) any breach by TS of the terms of this Agreement.
- b. In no event shall the AHA, WCTC and/or their affiliates, officers, employees, volunteers or agents be liable to TS for any direct, indirect, special, consequential or incidental damages.
- c. For the duration of this Agreement, TS shall obtain and maintain at its expense general liability insurance from a carrier rated A, VII or better, with limits equal to or greater than \$1,000,000 per occurrence. This policy shall specify that it may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer to WCTC. Waukesha County Technical College shall be listed as an additional insured and TS must provide WCTC with a certificate of insurance evidencing this coverage upon execution of this Agreement and upon any renewals hereof. If the TS is protected under statutory civil liability protection for governmental agencies, proof of such protection must be provided to WCTC. In the event such protection is negated, retroactively or otherwise, by a court, legislative body or executive order, TS maintains all liabilities not excluded by statutory protection and indemnifies WCTC as delineated in Section 10a. If no known liabilities exist at the time of such court, legislative or executive action, TS must provide documentation as required in this Section to WCTC within thirty (30) days of such action.

11. Term and Termination:

- a. The term of this Agreement shall be for a one (1) year period, beginning on _____ . It shall automatically renew for a twelve (12) month period at the end of the initial term and at the end of each term thereafter. Each party is free to decline to renew or extend the term of this Agreement.



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- b. Following expiration or termination of this agreement for any reason, TS may not issue any Course Cards (unless subsequently affiliated under another AHA CTC).
- c. All procedures listed in the Program Guidelines regarding the retention or handling of unused Course Cards, completed rosters, completed monitoring forms and other records must be followed upon termination or expiration of this agreement. Notwithstanding, TS shall deliver all such records to WCTC upon request.
- d. This agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten (10) business days after receipt of written notice describing the breach. TS acknowledges and agrees that breach includes, but is not limited to, failure by TS to comply with program and/or curriculum guidelines, and that the AHA, WCTC, or their affiliates, officers, employees, volunteers or agents shall not have any liability for any resulting termination under this Agreement.
- e. This Agreement may also be terminated by either party without cause upon sixty (60) days' prior written notice.

12. General Terms:

- a. *Assignment:* This Agreement may not be assigned or transferred by TS without the prior written consent of WCTC.
- b. *Entire Agreement:* 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 regarding the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Program Guidelines, the terms of this Agreement shall prevail.
- c. TS warrants and represents that upon execution hereof, this Agreement shall be the legal, valid and binding obligation of TS, enforceable against TS in accordance with its terms. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement on behalf of TS.
- d. *Waiver:* 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.



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- e. *Modification:* No supplement, modification or amendment of any term, provision or condition of this Agreement shall be binding or enforceable on either party hereto unless memorialized in writing, signed by both parties.
- f. *Parties Named:* Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein and the AHA (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 the right of subrogation against any party hereto.
- g. *Notices:* All notices shall be sent postage prepaid to the intended party at the address set forth above (unless notification of a change of address is given in writing) and two (2) business days following the date of mailing shall be deemed the date notice is given.
- h. *Severability:* 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. *Applicable Law:* This Agreement shall be governed by the laws of the State of Wisconsin without regard to any conflict of laws provisions that may exist.
- j. *Subject Headings:* The subject headings of the sections, paragraphs and subparagraphs of this Agreement are included solely for the purposes of convenience and reference and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.
- k. *Survival:* The following paragraphs, including their subparagraphs, shall survive termination of this Agreement: 5b, 9, 10, 11c, 12b, 12f, 12g, 12h, 12i and 12k.



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**AGREEMENT TO PROVIDE
EMERGENCY CARDIOVASCULAR CARE TRAINING
AS A TRAINING SITE
UNDER WAUKESHA COUNTY TECHNICAL COLLEGE**

AGREED:

Waukesha County Technical College

TS: _____

Signature: _____

Signature: _____

Its: _____

Its: _____

Date: _____

Date: _____

WCTC | FIRE AND EMS TRAINING CENTER

Building S; Room S-232
800 Main Street, Pewaukee, WI 53072
262.691.5541 | www.wctc.edu/fire-ems



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