



Paramedics Plus - Alameda County Training Center Training Site Agreement

This Agreement made this 1st (day) of November (Month), 2013 (Year) is by and between Paramedics Plus - Alameda County Training Center and LPC ("LasPositas College) to operate as a training site for the disciplines of Advanced Cardiac Life Support (ACLS).

BACKGROUND

The Paramedics Plus - Alameda County Training Center, located in San Leandro, California is an organization that is dedicated to the education of individuals on how to deal with illnesses and injuries in an emergency setting. It serves as a Training Center(TC) for various certification agencies by signing an agreement to provide courses to the health care profession and general community. Each TC may create its own training network structure within the guidelines and geographical boundaries of its agreement with each certification agency. Such a structure may include establishing training sites in the community that provide training and education through the TC.

A Training Site (TS) is an individual(s), employer, or other community or business organization that desires to develop a Training Site in compliance with the guidelines of the Paramedics Plus – Alameda County Training Center and the certification agencies that this contract covers. The TS is an independent entity but requires the materials and services of a Training Center in order to conduct its business. In turn, the Training Site agrees to conduct courses according to the guidelines set forth by the applicable certification agencies. 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.

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 Paramedics Plus - Alameda County Training Center:
 - a. Maintain current certification agencies guidelines and information.
 - b. Provide policies and procedures that meet and/or exceed the requirements of each certification agency 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 certification agencies 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 the certification agencies guidelines. Paramedics Plus - Alameda County 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 certification agencies, subpoena or Paramedics Plus.
 - e. Provide course completion cards, examinations, and instructional updates as required by the certification agencies.

2. Obligations of Training Site:

- a. The Training Site shall assign a "Site Coordinator" to oversee training operations, act as a liaison with the Paramedics Plus - Alameda County Training Center, and ensure Training Site compliance. Training site shall maintain strict adherence to all rules and regulations of the certification agencies 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 not provide training programs under the Training Center that they are not designated to teach in this agreement. In addition, a Training Site may not provide educational programs that they are not appropriately credentialed to provide in an attempt to meet governmental regulations.
- c. Courses offered by the Training Site must be taught by properly credentialed Instructors that are current in their specific discipline unless the course allows for the use of specialty faculty.
 - i. Specialty Faculty
 - 1. In certain courses, specialty faculty (eg, an anesthesiologist who teaches airway management) can be used to assist in the teaching.
 - 2. The course director is responsible for monitoring specialty faculty in every course in which they teach to ensure that they follow the certification agencies guidelines and adhere to the core content.
 - 3. Specialty faculty may assist in teaching courses at the discretion of the TC and with the prior approval of the training center coordinator.
 - 4. The total number of specialty faculty instructors may not exceed 50% of the total instructor staff. Specialty faculty do not count in the required student-to-instructor ratio as outlined in the appropriate Instructor Manual.
 - 5. Only properly credentialed instructors of the appropriate discipline must do the formal assessment or testing of students and not the specialty faculty.
- d. Each TS will manage an instructor base, which enables the TS to fulfill the obligations of its contracts(s).
- e. 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 each certification agencies policy manual, i.e. American Heart Association's Program Administration Manual
 - iii. Current copy of each certification agencies reference document
 - 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 Paramedics Plus - Alameda County Training Center, Dispute Resolution Policy
- f. The Training Site shall maintain the following forms in either a paper or electronic format:
 - i. Course Roster
 - ii. All psychomotor Skills Check Form(s) for each discipline the Training Site is authorized to teach.
 - iii. Student Course Evaluation Form
- g. Use of Certification Agency Materials
 - i. The training site must assure that all students have the current appropriate course textbook for their individual use before, during, and after the course. Students should review the textbook before class and have immediate access to their own copy afterward as a reference and review tool. The only exception to this policy is the student who is a healthcare professional who will have access to the textbook for individual study reference before, during, and after the course at his or her facility(ies). A library/archive for healthcare professionals is acceptable but does not meet the requirement for lay programs. Training Sites and their instructors must assure that this requirement is met by documenting whether the student had the appropriate book on arrival to the class or, only at the BLS level, purchase one on the day of the class.
- h. Non-certification Agency Content
 - i. Adding non-certification agency's content to the course is not advisable. There is educational evidence that adding content to the course may actually decrease learning and retention. Although it is not considered a best practice to add to the course, instructors may add related topics as long as none of the required lessons or course content is eliminated or shortened. Any additional topics or information should be added at the beginning or end of the course so that the additional information does not disrupt the flow of the required lessons. Additional content will increase course time. The Instructor must inform students of any additional information that is from non-certification agency's sources, and such material must be clearly labeled as not being non-certification agency approved.
- i. The Training Site shall maintain current exams for each discipline authorized in a secure manner.
- j. Only current credentialed AHA Instructors shall have access to AHA examinations during non-testing sessions
- k. 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 plan/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 a 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.
- l. The Training site and its affiliated instructors shall attend only Paramedics Plus - Alameda County Training Center approved instructor renewal training and course updates unless specifically agreed to in advance and in writing by the Paramedics Plus

- Alameda County Training Center Coordinator. Recertification requirements may exceed those outlined in the certification agency's policy manual.
 - m. Current Instructors aligned with other 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 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-Paramedics Plus - Alameda County aligned Instructor to report this course to their primary Training Center.
 - n. The Paramedics Plus - Alameda County 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.
 - o. All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum.
 - p. All Instructors involved in any way with a course must be current Instructors unless they meet the conditions of specialty faculty.
3. Training Region:
- a. The Training Site is permitted to provide authorized 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 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. The Training Site should notify the Paramedics Plus - Alameda County Training Center of any course at least seven (7) days prior to the course. For those courses that are established less than seven (7) days prior to the course, the training site will be notified the TC as soon as possible prior to the start of the class.
 - b. Upon course completion, the following documentation shall be submitted to the Training Center, within seven (7) calendar days of course completion scanned to email in PDF format to the e-mail: trainingcenter.alco@paramedicsplus.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.)
 - i. Documentation for each course will be submitted separately and shall include:
 - 1. Completed Course Roster
 - 2. Course agenda indicating instructor assignments
 - 3. 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.
 - 4. Copies of all completed skills check sheets for each student-signed and dated by Course Director with all necessary areas completed.

- 5. Completed course evaluation forms.
- 6. Copy(s) of non-Paramedics Plus - Alameda County Training Center aligned Instructor cards (If applicable)
- c. It is the TS's responsibility to ensure that their paperwork/rosters are completed. Should the paperwork be incomplete or incorrect, the TS will be notified. When notified, it is the TS responsibility to correct the paperwork with 48 hours. Only when the paperwork is complete and correct in its entirety, will the provider cards be printed.
- d. Failure to comply with the 7-day deadline on three occasions in a 6-month period will result in the training site privileges being suspended for a period of time not less than 3 months. Continued failure to comply with the 7-day deadline could result in immediate severance of this agreement

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 its affiliation with The Paramedics Plus - Alameda County Training Center; copies of all Training site documentation for the preceding three years shall be delivered to the Paramedics Plus - Alameda County 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 the certification agencies National/Regional offices and the Paramedics Plus - Alameda County 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
 - iii. Course evaluation forms and summary
 - iv. Written exam answer sheets
 - v. Psychomotor skills check sheets

6. Certification Cards:

Certification cards are issued for the purpose of indicating that a participant has successfully completed a course in accordance with the course's program of instruction and evaluation guidelines. The certification agencies require the TC to issue cards with a specified period of time after completion of an approved course. In order for TC to be in compliance with the guidelines and in order for course participants to receive the appropriate certification cards, the training site will:

- a. Within seven days of course completion, submit all required documentation to the Training Center with payment/billing information via scanned in PDF format to the e-mail: trainingcenter.alco@paramedicsplus.com

- b. The Paramedics Plus - Alameda County 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 only send cards to sites that have active/current Instructors aligned with the Training Center.
- 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 Paramedics Plus - Alameda County Training Center Policies. Only pre-authorized courses are eligible for cards.
- e. The Training Center will not send certification cards directly to individual students.
- f. Cards that are lost or missing must be reported to the Training Center within twenty-four (24) hours of the incident.
- g. Cards will only be issued for the specific course they are permitted as outlined on the most current course matrix.
- h. The Training Center will not retroactively issue cards for courses taught by Instructors that have expired Instructor Certifications.
- i. 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.
- j. Replacement Cards
 - i. Training Sites may issue replacement cards only for students that they:
 - 1. Provided the initial or renewal training for and
 - 2. Have complete documentation on file
 - ii. Training Sites will not issue replacement cards for expired certifications.
 - iii. The dates of certification will appear on the certification cards, NOT the replacement date.
- k. Certification cards will be stored in a locked enclosure inside of a secured location. Only currently certified Instructors of the Paramedics Plus - Alameda County Training Center will have access to these cards.

7. Training Site Separation:

- a. The term of this Agreement shall be for a two (2) year period beginning on November 1, 2013, and maybe terminated by either party 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. Paramedics Plus - Alameda County 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 Training Center Agreement between Paramedics Plus - Alameda County Training Center and the applicable National Certification agency.
- 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.

8. Indemnification:

- a. The Training Site hereby agrees to indemnify and hold Paramedics Plus - Alameda County 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 Paramedics Plus - Alameda County 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.
- b. Paramedics Plus - Alameda County Training Center hereby agrees to indemnify and hold the Training Site 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 Paramedics Plus - Alameda County 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.
9. Copyrights, Advertising and Internet:
- a. Training Sites will adhere to the advertising, marketing and internet rules and regulations as set forth in the applicable certification agency's policy manual without exception.
 - b. Training Sites will not duplicate the certification agencies DVD/Videos, textbooks or manuals with the exception of skill checklists or forms that are outlined in the Paramedics Plus - Alameda County Training Center Instructor Course.
 - c. All internet web sites will follow the internet guidelines of the applicable certification agencies.
 - d. All advertising including internet, media or print must follow the guidelines set forth in the most current certification agency's policy manual and shall be pre approved by the Paramedics Plus - Alameda County Training Center.
 - e. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.
10. Payment Terms, Ordering Materials & Delivery:
- a. The Training Site will pay the following fee per certification card issued:
 - i. ACLS = \$20.00
 - b. If the training site does not remit payment when the course roster is submitted, the Training Site shall be billed upon completion of each class. Payment shall be made within 30 days after receipt of the invoice.
 - c. Training Sites will order non-restricted training materials directly from authorized distributors and maintain records of such purchases.
 - d. Only current pre-designated Training Site contacts are able to order restricted materials and certification cards from the Training Center.
 - e. The Training Center Staff will verify information related to the Training Site for each order.
 - f. Training Center will ship restricted materials to Training Site location only unless authorized on a per order basis by the Training Center. Shipping charges will be applied per shipment.
 - g. Tax exempt Training Sites must submit tax exempt information to the Training Center.
 - h. Training Sites that are composed of individuals must pay with a credit card at the time of order.
 - i. 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.
- j. All sales are final. No refunds will be made for orders received even if the AHA packaging is unopened.

11. Smoking Policy

- a. Smoking is prohibited in all classrooms and training areas/facilities during all training programs by a training site of the Paramedics Plus - Alameda County Training Center.

12. Americans With Disabilities Act

- a. The ADA requires anyone who offers a service such as CPR courses in a “public place” (as defined in the Act) such as an office building, school, lecture hall, community center, or other gathering place, to make the place accessible to persons with disabilities.

13. Miscellaneous:

- a. Paramedics Plus - Alameda County Training Center hereby acknowledge that the Training Site and all instructors are independent of Paramedics Plus - Alameda County Training Center and nothing in this Agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between Paramedics Plus - Alameda County Training Center and the Training Site or any of its Instructors.
- b. The Paramedics Plus - Alameda County 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 Training Sites or customers of the Paramedics Plus – Alameda County 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.

- e. The Training Center will not issue Continuing Education Units (CEUs) for any course taught by a Training Site. It will be the Training Site’s responsibility to apply for and maintain its status as a Continuing Education Provider in order to grant CEUs for the courses the Training Site can teach under this agreement.

As a authorized representative of the TS, I have read and understand the TS’s responsibilities as instructors registered with the Paramedics Plus - Alameda County Training Center. I understand our TS and instructors may be monitored before and/or after being accepted as a TS and/or instructor sponsored by Paramedics Plus - Alameda County Training Center, a designated TC. I further understand, as a TS and/or instructor sponsored by the Paramedics Plus - Alameda County Training

Center, I may have those privileges immediately revoked for reasons of disregard of any certification agency's policies, procedures, or standards.

I have read and understand the above information and would like Paramedics Plus - Alameda County Training Center, to be my sponsoring TC. I understand either party may terminate this agreement upon notification in writing.

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

Training Site:

Client's Name Las Positas College

By: _____ Date: _____

Lorenzo Legaspi

Chabot Las Positas College Community College District

Title – Vice Chancellor, Business Services

Training Center:

Paramedics Plus – Alameda County Training Center

By: _____ Date: _____

Dale Feldhauser

Chief Operating Officer