

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/05/2022

Contract/Lease Control #: C22-3219-PS

Procurement#: N/A

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA STATE COLLEGE (NWFSC)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/04/2022

Expiration Date: INDEFINITE

Description of: AMERICAN HEART ASSOCIATION TRAINING SITE AGREEMENT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4657-22
Procurement/Contractor/Lessee Name: NWFSC Grant Funded: YES ___ NO X
Purpose: American Heart association Training Site Operat
Date/Term: INDEFINITE 1. GREATER THAN \$100,000
Department #: 4500 2. GREATER THAN \$50,000
Account #: 555001 3. \$50,000 OR LESS
Amount: \$5,000.00
Department: PS Dept. Monitor Name: Maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-29-20
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: _____

Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: See email attached Date: 6-29-22

Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 7-20-22

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Revised September 22, 2020

C22-3219-PS Tracking 4875-22

DeRita Mason

From: Kristina LoFria
Sent: Wednesday, June 29, 2022 10:43 AM
To: DeRita Mason
Subject: RE: AHA Training Center/Site Agreement

DeRita,

Good morning, this is approved by Risk, no insurance element.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, June 29, 2022 9:29 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: AHA Training Center/Site Agreement

Good morning,

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, July 20, 2022 9:21 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: AHA Training Center/Site Agreement
Attachments: NWFSC AHA TS Agreement 2022 7.20.22.docx

Attached are my changes. With these changes, this is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, June 29, 2022 10:29 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Kristina LoFria
Subject: FW: AHA Training Center/Site Agreement

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

NWFSC TC American Heart Association Training Site Agreement

This Training Site Agreement effective as of the date of the last signature placed on this Agreement is by and between Northwest Florida State College ("NWFSC") and Okaloosa County, through its Public Safety Department ("Training Site").

NWFSC operates an American Heart Association training center (the "Training Center") approved by the American Heart Association ("AHA"). The Training Center is responsible for approving and supporting Training Sites developed by partner public safety training organizations within NWFSC's service area. Approval allows Training Sites to conduct training sessions in accordance with all AHA guidelines, subject to the terms and conditions of this Agreement. 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.

The parties agree as follows:

Obligations of NWFSC

NWFSC's responsibilities are as follows:

- a. Maintain current AHA guidelines and information.
- b. Support and enforce policies and procedures that meet the requirements of AHA for courses and administrative paperwork as outlined in the AHA Program Administration Manual (PAM).
- c. Provide site visits, including review of Training Site equipment, teaching materials, and instructors to ensure AHA and Training Center compliance.
 - i. Training Site 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. NWFSC 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 AHA, subpoena, or NWFSC.
- 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.

Obligations of Training Site:

The Training Site's responsibilities are as follows:

- a. The Training Site shall assign a "Site Coordinator" to oversee training operations, act as the liaison with the NWFSC Training Center Coordinator (TCC), and ensure Training Site compliance. The Training Site Coordinator must be a current AHA instructor. The Training Site shall maintain strict adherence to all rules and regulations of the AHA and Training Center related to course offering, instruction, delivery, testing, and remediation, as well as course documentation, reporting, and archiving of documentation.
- b. Training Sites will be designated by the Training Center. Training Sites will not

- provide training at levels beyond their designation (i.e., BLS fire departments will not provide ALS level courses such as ACLS or PALS).
- 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 AHA's Program Administration Manual, which may be found on the AHA Instructor Network;
 - iii. Current copy of the AHA Guidelines for CPR and ECC, which may be found on the Instructor Network; and
 - iv. Current Instructor Manual(s) and instructor tool kits, including videos for each discipline the Training Site is authorized to teach.
 - d. The Training Site shall maintain the following forms in either a paper or electronic format:
 - i. Course Roster of all AHA courses taught;
 - ii. All AHA Skills Check Form(s) for each discipline the Training Site is authorized to teach;
 - iii. Student Exam answer sheets; and
 - iv. HeartCode completion certificates if offering skills checks for HeartCode classes.
 - e. The Training Site shall maintain current exams for each discipline authorized in a secure manner.
 - f. Only permit current credentialed AHA Instructors and the Training Site Coordinator on file to have access to AHA exams 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 NWFSC approved instructor renewal training, course updates, and instructor reviews at the NWFSC office unless specifically agreed to in advance and in writing by the NWFSC 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 primary course instructor. 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 Roster including their contact information. It is the responsibility of the non-NWFSC aligned Instructor to:

- i. Report this course to their primary Training Center.
- ii. All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum.
- iii. All Instructors involved in any way with any course must be current AHA Instructors.

Course Administrative Requirements:

Upon course completion the following documentation listed below shall be kept on file by the Training Site for a minimum of three (3) years. Documentation for each course will include:

- a. Completed course roster;
- b. Amended agenda indicating any variations and instructor assignments;
- c. Copies of written test answer sheets for each student (required for BLS / ACLS / PALS / PEARS courses and as needed for Heartsaver programs.);
- d. All applicable skills check-off sheets for each student; and
- e. Copy(s) of non-NWFSC aligned Instructor cards (if applicable).

Training Site Mandatory Record Keeping:

These requirements are the sole responsibility of the Training Site. All course records for the Training Site must be kept and available for a minimum of three (3) years. Training Sites may be required to maintain training records by another government or accreditation agency. 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) business hours of request. If the Training Site terminates its affiliation with NWFSC, copies of all Training Site records for the preceding three years shall be delivered to NWFSC within thirty (30) days and must be submitted prior to the transfer of Instructors to the accepting Training Center.

In addition to course documentation listed above, Training Site will maintain:

- a. All correspondence from AHA National/Regional and NWFSC;
- b. A current list of AHA Instructors authorized to teach for the Training Site;
- c. Cleaning/disinfection records consistent with the manufacturer's recommended procedures;
- d. AHA Certification Cards:
 - i. Certification E-Cards will be purchased by Training Sites in advance of courses through the NWFSC AHA TCC.

- ii. E-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 NWFSC TC.
- iii. Training Sites will forward all AHA-required paperwork for Instructor Card issuance/renewal to the NWFSC AHA TCC. Upon verification that the Instructor meets the renewal or issuance requirements, the TCC will issue the Instructor an Instructor E-card. Purchase of Instructor E-cards will be the responsibility of the Training Site.
- iv. Training Site will issue cards to students within (7) days of course completion.
- v. NWFSC may revoke the privilege of the Training Site to purchase certification cards in advance of courses if any of the above procedures are not followed.

Training Site Separation:

- a. The term of this Agreement shall be for continuous period, beginning as of the date of the last signature placed on this Agreement and remain in effect unless otherwise terminated as outlined below.
- b. Either party shall be permitted to terminate this Agreement, at any time, upon thirty (30) days written notice to the other party.
- c. NWFSC shall further 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 NWFSC and the AHA.
- d. Prior to separation, the Training Site will turn over all previous three (3) years' training records (as outlined above) and return all non-issued e-cards in their possession. The Training Center will not provide a refund or credit to the Training Site for these cards.

Indemnification:

To the extent permitted by law, Training Site agrees to indemnify, defend, and hold NWFSC harmless from any and all claim(s), liability, suit, cause of action, cost, or expense related to or arising from the Training Site's negligent acts, errors, mistakes, or omissions relating to its obligations under this Agreement. Nothing in this Agreement shall be construed or interpreted to be a waiver of either party's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to either party. Nothing in this Agreement shall be construed as consent by NWFSC to be sued by third parties in any matter arising out of or related to this or any other agreement.

Copyrights, Advertising, and Internet:

- a. Training Sites shall adhere to the advertising, marketing, and internet rules and regulations as set forth in the current Program Administration Manual without exception.
- b. Training Sites will not duplicate AHA DVDs, Textbooks, or Manuals.
- c. All internet web sites shall 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 NWFSC.

- e. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.
- f. Trainings Sites are prohibited from using NWFSC name, logo, or other intellectual property without prior written approval by NWFSC.

Payment Terms, Ordering AHA Materials & Delivery:

- a. Only the current pre-designated Training Site Coordinator may 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. Purchases of e-cards shall be through credit card only. NWFSC TCC will not issue any invoices or purchase orders to organizations. Receipts for all e-cards will be provided to Training Site Coordinators.
- d. All sales are final.


Miscellaneous:

- a. The Training Site and NWFSC agree that the Training Site and all instructors are independent of NWFSC and vice versa. Nothing in this Agreement shall be deemed to create employment, agency, joint venture, or any other arrangement between the Training Center and the Training Site or any of its Instructors.
- b. This Agreement may be amended at any time in writing signed by both parties.
- 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. This agreement shall be deemed to remain in effect in the event either the NWFSC AHA TCC changes or the Training Site Coordinator changes.
- e. This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and the rules and regulations of AHA, the Florida Department of Education, and NWFSC, and any provisions in this Agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.

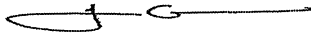
IN WITNESSETH WHEREOF, the parties have executed this Agreement as follows:

Signature Page Follows

Okaloosa County Department of Public Safety:

Print Name: _____Patrick Maddox
Signature: _____
Phone: _____850.651.750
Email: _____pmaddox@myokaloosa.com
Date: _____08/04/2022

NWFSC Training Center Coordinator:

Print Name: _____Jason Cotton
Signature: _____
Phone: _____850-554-1544
Email: _____cottona@nwfsc.edu
Date: _____7/30/22