

22628

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

COMMUNITY TRAINING CENTER AGREEMENT
AMERICAN HEART ASSOCIATION
OLIVE•HARVEY COLLEGE

THE CHANCELLOR

REPORTS that there is a need to provide training, guidelines, and curriculum to fight heart disease through emergency cardiovascular care (ECC).

that Olive•Harvey College in partnership with the American Heart Association (AHA) will provide and manage ECC training under the guidelines and curriculum of the AHA.

that an agreement has been negotiated in accordance with the stipulations set forth in the agreement.

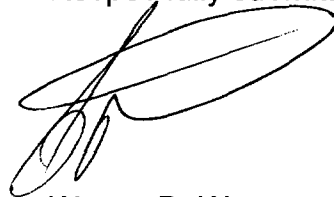
that under this agreement, materials will be purchased by the college and a course fee of thirty-three dollars will be charged.

RECOMMENDS that the Board of Trustees approves the Agreement stating the terms and conditions whereby the ECC training may be conducted for the periods indicated and authorize the Chairman and the Secretary to execute said agreement on behalf of the Board.

Respectfully submitted,



Lawrence M. Cox
President, Olive•Harvey College



Wayne D. Watson
Chancellor

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THE CHANCELLOR

REPORTS

that there is a need to provide training, guidelines, and curriculum to fight heart disease through emergency cardiovascular care (ECC).

that Olive-Harvey College is in partnership with the American Heart Association (AHA) will provide and manage ECC training under the guidelines and curriculum of the AHA.

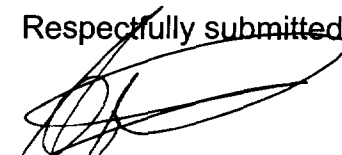
that an Agreement has been negotiated in accordance with the stipulations set forth in the Agreement.

that under this Agreement, materials will be purchased by the college and a course fee of \$33.00 will be charged.

RECOMMENDS

that the Board of Trustees approves the Agreement stating the terms and conditions whereby the ECC training may be conducted for the periods indicated and authorize the Chairman to execute said Agreement on behalf of the Board.

Respectfully submitted,



Wayne D. Watson
Chancellor

June 7, 2001



OLIVE-HARVEY COLLEGE
CONTINUING EDUCATION
10001 SOUTH WOODLAWN AVENUE
CHICAGO, IL 60628
TELEPHONE : 773-291-6291 - FAX 773-291-6304 6287

FACSIMILE TRANSMITTAL SHEET

TO: Virginia Reyes Jolande FROM: Dean Shirley C. Chappell

COMPANY: CCC Legal DATE: 8 May 01

FAX NUMBER: (312)553-2539 SENDER'S PHONE NO.: (773)291-6291

PHONE NO.: _____ SENDER'S FAX NO.: (773)291-6287

RE: _____

// URGENT // FOR REVIEW // PLEASE COMMENT // PLEASE REPLY // PLEASE RECYCLE

NOTES COMMENTS:

Buying Materials
Need a dollar amount
2:5-1.
#5

Colleges can sign
OFF these Agreements
BD Report Training
Program

TOTAL NO. OF PAGES INCLUDING COVER: 8

NOTE: If you do not receive all pages please call sender as soon as possible.

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**Community Training Center
Agreement**

This is an agreement between the American Heart Association, Inc., with its principal place of business at 7272 Greenville Avenue, Dallas, Texas 75231-4596 (hereinafter the "AHA") and Olive-Harvey College, with its principal place of business at 100001 South Woodlawn Chicago, IL 60628. (hereinafter "Community Training Center" or "CTC").

WHEREAS, the AHA is a nonprofit organization dedicated to fighting heart disease and stroke and sets guidelines for emergency cardiovascular care ("ECC") and ECC training;

WHEREAS, CTC would like to provide, and manage the provision by others of, ECC training under the guidelines and curriculum of the AHA;

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

1. Definitions:

- 1.1. **AHA Materials:** "AHA Materials" shall mean all ECC materials published by the AHA, including, but not limited to, textbooks, instructor's manuals, tests, keys, evaluation forms, newsletters, course completion cards, and course participation cards.
- 1.2. **Courses:** "Course" or "Courses" shall mean the approved ECC courses listed below in which Course Cards will be distributed [list only the approved courses].
 - A. *Basic Life Support*
Provider Course(s)
Instructor Course(s)
- 1.3. **Course Cards:** "Course Cards" shall mean those cards bearing the AHA Service Marks and ECC logo which CTC may distribute to students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.
- 1.4. **Geographic Territory:** The "Geographic Territory" shall mean State of Illinois.
- 1.5. **Training Sites:** "Training Sites" shall mean persons or organizations engaged or authorized by CTC to teach Courses and for whom CTC will process course rosters.
- 1.6. **Instructors:** "Instructors" shall mean persons engaged or authorized by CTC or Training Sites to teach Courses.

1.7. *Program Guidelines*: "Program Guidelines" shall mean the then current *Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiac Care*, and the *CTC Administrative Manual* dated May 23, 1997, 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. CTC acknowledges receipt of a set of Program Guidelines.

2. **Responsibilities of Community Training Center:**

2.1. *Courses*: CTC shall conduct courses and shall authorize Instructors and/or Training Sites to conduct courses only within the Geographic Territory. CTC shall ensure that all Courses taught by CTC, Training Sites, and/or Instructors conform to the requirements of the Program Guidelines and the curriculum set out in the applicable AHA Instructor's Manuals. CTC acknowledges and agrees that this Agreement is non-exclusive and that the AHA may enter into Community Training Center Agreements with other parties within the Geographic Territory.

2.2. The CTC will support Chain of Survival initiatives in cooperation with the AHA in their region and/or community, within available resources as outlined in Program Guidelines.

2.3. The CTC will support local public advocacy Chain of Survival activities, e.g., public access defibrillation.

2.4. *Rosters and Course Completion Cards*:

2.4.1. CTC shall safeguard Course Cards from unauthorized distribution. It shall limit the distribution of Course Cards only to persons who are students of CTC, Training Site and/or Instructors and who have met the requirements for receipt of Course Cards in accordance with Program Guidelines. Only the approved CTC Coordinator may receive Course Cards from distributors and the CTC 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, including Training Sites or Instructors. CTC shall insure that only the appropriate type of Course Card, as set out in the Program Guidelines, is issued to each student.

2.4.2. CTC shall maintain rosters and records for all Courses conducted by CTC and/or Training Site for at least 3 years after the date the Course was conducted.

2.4.3. CTC shall submit statistical data and/or reports to the AHA as required under the Program Guidelines.

2.5. *AHA Materials*:

2.5.1. CTC may purchase AHA Materials from third party distributors subject to the distributor's policies regarding payment terms, prices, shipping, and handling.

- 2.5.2. CTC 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, other than Training Sites and/or Instructors, AHA Course evaluation forms and/or answer keys. AHA Course evaluation forms and/or answer keys may be used only for provision of Courses under this Agreement. CTC shall prohibit Training Sites or Instructors from copying, re-selling or distributing AHA Course evaluation forms and answer keys.
- 2.6. *Course Coordinators:* CTC shall designate an employee of CTC (hereinafter "CTC Coordinator") to serve as the primary contact between CTC and the AHA regarding all administration of ECC training, including, but not limited to, customer service, Course scheduling, card issuance, and records maintenance and retention. CTC shall ensure that new CTC Coordinators attend an orientation with AHA during the contract period.
3. **Reviews:** The AHA may monitor and/or review CTCs' and Training Sites' 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. CTC shall provide the AHA with access, as needed, to Training Site facilities and records. This shall be in addition to the monitoring of Instructors as a part of their review.
4. **Dispute Resolution:**
- 4.1. Subject to paragraph 4.2 below, CTC agrees that any disputes regarding Course curriculum, its 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.
- 4.2. Notwithstanding the terms of paragraph 4.1, each party to this Agreement shall at all times be entirely free to exercise its rights of termination under Section 10 without 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 4.1, and, if such a dispute should then exist, without any requirement that such dispute be resolved pursuant to Section 4.1.
5. **Costs and Fees:** All costs of providing Courses and fees charged to students shall be the responsibility of the CTC. The AHA shall not have any responsibility for any costs incurred, or fees charged, by CTC or Training Sites. The AHA is paid no fees by CTC or any Training Sites or Instructors, and the AHA has no financial interest in the business of CTC, Training Sites or Instructors.
6. **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 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 ventures or partners; nor does the relationship created under this agreement constitute a franchise. CTC is solely responsible for carrying out its responsibilities under this agreement. CTC is solely responsible for Training Sites' performance under this Agreement and for its contractual relationship with Training Sites. Employees of CTC and/or Training Sites are not, and shall not be considered

employees of the AHA. Without limiting the foregoing, CTC acknowledges and agrees that the AHA shall have no responsibility for any activities of CTC or Training Sites, including, but not limited to, their conduct of courses, their employment, supervision and training of Instructors and other employees or agents, their scheduling of Courses, their obligation to provide Courses to third parties, their obligations to pay for AHA Materials or other supplies or services provided by third parties or any other obligations incurred in the course of business.

7. **Conflict of Interest:** CTC 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 CTC employees from acting as AHA volunteers in the ECC program. CTC will not knowingly permit its employees or agents to take any actions that violate the AHA's conflict of interest policy.
8. **Proprietary Rights:**
 - 8.1. CTC acknowledges and agrees that copyright in AHA Materials is owned by the AHA. AHA Materials may not be copied, in whole or in part, and/or adapted without the prior express written consent of the AHA.
 - 8.2. The name "American Heart Association," the heart-and-torch logo, and the slogan "Fighting Heart Disease and Stroke" and the ECC logo (hereinafter collectively "AHA Service Marks") are Service Marks of the American Heart Association, Inc. CTC 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.
 - 8.3. Course rosters and monitoring forms are the property of the AHA and shall be delivered to the AHA upon request or upon termination or expiration of this Agreement, whichever comes first.
 - 8.4. CTC's use of the AHA Service Marks, and AHA Materials shall accrue exclusively to the AHA's benefit, and all ownership, copyrights, service marks, trademarks, and other rights, titles, and interests in them shall be in the AHA's name and shall belong to the AHA. CTC shall not contest the validity of the AHA's copyrights, service marks, or trademarks or other AHA proprietary right, title or interest, including, without limitation, after the expiration or termination of this Agreement.
9. **Indemnification:**
 - 9.1. CTC hereby agrees to indemnify, defend, and hold harmless the AHA and its affiliates, and their officers, 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 CTC, Training Sites, Instructors, their employees or agents; (b) acts or omissions of CTC, Training Sites and/or Instructors; and (c) any breach by CTC and/or Training Sites of the terms of this Agreement. However, this indemnity obligation shall not extend to claims, damages liabilities, suits and expenses caused solely from the science

content of any AHA Materials when used by CTC and/or Training Site in full compliance with the Program Guidelines and the curriculum set out in the applicable AHA Instructor's Manual.

- 9.2. In no event shall the AHA and/or its affiliates nor their officers, employees, volunteers or agents be liable to CTC or Training Site for any direct, indirect, special, consequential, or incidental damages.
- 9.3. For the duration of this Agreement CTC 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 \$300,000 if the only Courses conducted under this Agreement are Basic Life Support Courses listed under Section 1.2. of this Agreement and \$1,000,000 if any course other than Basic Life Support Courses is listed in Section 1.2 of this Agreement. 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 the AHA. CTC must provide the AHA with a certificate of insurance evidencing this coverage upon execution of the Agreement and upon any renewals hereof.
10. **Term and Termination**
- 10.1. The term of this Agreement shall be for a one-year period, beginning on 3/1/2001 and ending on 2/28/2003. It may only be extended by mutual written agreement of the parties. Each party is free to decline to renew or extend the term of this Agreement.
- 10.2. Upon termination or expiration, with or without cause, all unused Course Cards, rosters, and monitoring forms shall be delivered to the AHA.
- 10.3. 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. CTC acknowledges and agrees that breach includes, but is not limited to, failure by CTC or Training Sites to comply with program and/or curriculum guidelines, and that neither the AHA nor its affiliates nor their officers, employees volunteers or agents shall have any liability for any resulting termination under this Agreement.
- 10.4. This Agreement may also be terminated by either party, without cause, upon sixty (60) days' prior written notice.
11. **General Terms:**
- 11.1. **Assignment:** This Agreement may not be assigned by CTC without the prior written consent of the AHA.
- 11.2. **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. 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.

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- 11.3. CTC warrants and represents that upon execution hereof, this Agreement shall be the legal, valid and binding obligation of CTC, enforceable against CTC 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 CTC.
- 11.4. *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.
- 11.5. *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 in writing signed by both parties.
- 11.6. *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 any right of subrogation against any party hereto.
- 11.7. *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.
- 11.8. *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.
- 11.9. *Applicable Law*: This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions.
- 11.10. *Subject Headings*: The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein 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.
- 11.11. *Survival*: The following paragraphs, including their subparagraphs, shall survive termination of this agreement: 4.2, 8, 9, 11.2, 11.6, 11.7, 11.8, 11.9 and 11.11.

AGREED:

American Heart Association, Inc.

Olive-Harvey College

By: Dennis Hulach
 Title: Senior EIC Manager
 Date: 7/27/2001

By: _____
 Title: _____
 Date: _____

Last revised: 4/1/99