



## **Agreement**

By submission of this agreement, your agency affirms it will comply with all requirements of your state's Health and Safety Code 1797.196 which may include:

### **Training**

At least one person must be certified in American Red Cross or American Heart Association CPR and AED skills prior to the placement of the AED. To schedule a training session, please call (800)284-0125.

### **Access**

An unlocked, alarmed wall cabinet placed in a visible and accessible location is required. Location of the wall cabinet will be determined in consultation with a Via representative and will be acceptable to both parties. You must notify employees of the location of the AED at least once a year.

### **Maintenance**

The AED must be maintained and regularly tested according to the manufacturer's operation and maintenance guidelines and records of such maintenance must be kept. The manufacturer's recommendations include monthly visual battery checks for readiness and replacement of the battery and electrodes every 2 years (or in the event of use). Via Heart Project offers an Annual Maintenance Program which provides monthly e-mail reminders, online record keeping, and replacement battery and electrodes.

### **Policy and Procedures**

Having a written plan that describes the procedures to be followed in the event of an emergency that may involve the AED is required. The written plan must include immediate notification of 9-1-1, reporting the use of the AED to the local EMS agency, and having a designated physician approve of the plan. A template for policy and procedures is provided by Via Heart Project. Medical direction is provided through the optional subscription to the Annual Maintenance Program.

Providers who comply with these rules and regulations governing the placement of an AED are statutorily immune from civil liability resulting from any acts or omissions in the rendering of the emergency care except for any personal injury or wrongful death that result from gross negligence or willful or wanton misconduct.



Upon joining Via Heart Project Partner Program, your agency agrees to the following:

The agency and its agents and employees waive any and all claims they may have at any time against the Via Heart Project and their agents and employees to any civil damages resulting from or connected to this program, including but not limited to, the requirements of California Health and Safety Code section 1797.196, the use, misuse, malfunction, installation, operation, or maintenance of AEDs, or in the training to or rendering emergency care using AEDs (collectively "Claims"), excluding those Claims resulting from the gross negligence or willful or wanton misconduct of Via Heart Project.

In the event of a Claim against Via Heart Project (and its agents and employees) not resulting from gross negligence or willful or wanton misconduct of Via Heart Project, the agency will defend and indemnify Via Heart Project from all damages (of whatever kind or nature) and defense costs (including attorney's fees and experts fees) incurred by it.

In any dispute arising out of or connected with this application and agreement, the prevailing party will be entitled to reimbursement of attorney's fees and costs incurred.

The person signing below is authorized to act on behalf of the agency and to bind this agreement.

\_\_\_\_\_  
Signed By:

\_\_\_\_\_  
Name (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization