

DISCLAIMER

I _____, understand that as a student of Project Heartbeat, Phlebotomy Training Program, I will be exposed to potentially disturbing medical images, sights, simulated smells, psychomotor skill tests, which simulate real life scenarios. I understand that these simulations are designed to simulate real work experiences, which will better prepare me as a student to become a Phlebotomist. I may be exposed to bloodborne pathogens, needles, and real world phlebotomy equipment that can be deemed dangerous without supervision and experience. I understand that all practice with the use of such phlebotomy equipment will be conducted following appropriate training and under the supervision of the instructor or proxy

I further understand that I may be exposed to physical exertion and/or occasional lifting activities. I will need to utilize proper lifting mechanics in order to facilitate simulated patient movement using a variety of patient movement devices such as wheelchairs, walkers, canes, etc. I understand that if I have a preexisting medical condition that limits or restricts my ability to participate, it is my duty to inform my instructor on the first day of class and/or any of my skills instructors prior to participating in these exercises. I understand that I do not have to participate in these movements. However, by not participating, I may not be able to complete the required assignments in class, which may result in my inability to complete the Phlebotomy training program.

I do hereby hold harmless Project Heartbeat, LLC, its agents, successors, contractors, assigns, subareas subsidiaries and/or affiliates from liability as a student.

Date this _____ day of _____

(PRINT FULL LEGAL NAME)

(LEGAL SIGNATURE)

INSTRUCTOR SIGNATURE

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATE YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

WHEREAS, _____ (clearly print Individual's name) hereinafter referred to as the "Individual" has requested to be participate in phlebotomy activities as a student in Project Heartbeat's Phlebotomy Training Program ("PHB");

AND WHEREAS, ALTHOUGH THE INDIVIDUAL IS NOT ENCOURAGED TO DO SO, PHB is allowing the Individual participate in phlebotomy activities as a student in Project Heartbeat's Phlebotomy Training Program,

NOW, THEREFORE, in consideration for allowing the Individual to participate in phlebotomy activities as a student in Project Heartbeat's Phlebotomy Training Program, the undersigned agrees and represents as follows;

IT IS SPECIFICALLY UNDERSTOOD BY ME THAT TRAINING WITH SHARPS/NEEDLES IS AN INHERENTLY DANGEROUS ACTIVITY. I PERSONALLY ASSUME ALL RISK IN CONNECTION THEREWITH, WHICH MAY ARISE, REGARDLESS OF THE NATURE OF THE RISK AND/OR HOW I BECAME INVOLVED OR WHO DIRECTED ME INTO SUCH HAZARDOUS OR DANGEROUS SITUATIONS. This assumption of risk includes, but is not limited to, routine activities blood draws with simulated training manikins and live volunteer patients.

I HEREBY RELEASE PROJECT HEARTBEAT, LLC, ("PHB") ITS OFFICERS, AGENTS, EMPLOYEES, AND ASSIGNS AND ALL AFFILIATE BUSINESSES INCLUDING BY NOT LIMITED TO PROJECT HEARTBEAT, LLC ("PHB") FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, CLAIMS AND/OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ALL BODILY INJURIES AND PROPERTY DAMAGE SUSTAINED BY THE INDIVIDUAL AS A RESULT OF PARTICIPATING IN PHLEBOTOMY TRAINING ACTIVITIES. THIS RELEASE INCLUDES BUT IS NOT LIMITED TO ALL INJURIES AND DAMAGES SUSTAINED WHILE ON COMPANY PROPERTY, ANY VEHICLE OWNED OR OPERATED PHB, OR THE PARKING LOT OR ECTERNSHIPS. The Individual makes this general release freely and with the full opportunity to seek the benefit of independent legal advice is fully aware of the provisions of Civil Code section 1542. which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Individual hereby waives the provisions of section 1542 of the California civil code and the provisions of any similar laws of any other state or country.

The Individual acknowledges that the phlebotomy training may be dangerous and **MAY RESULT IN BODILY INJURY, DEATH, AND/OR EXPOSURE TO AIRBORNE OR BLOOD BORNE PATHOGENS.** Exposure to airborne or blood borne pathogens may result in the transmission of AIDS, hepatitis, tuberculosis, or other infectious diseases. The Individual agrees that they will follow all precautionary measures and instructions given by PHB employees. The Individual agrees that THEY WILL MAINTAIN UNIVERSAL PRECAUTIONS AT ALL TIMES even if not verbally instructed to do so.

THE INDIVIDUAL AGREES TO INDEMNIFY PHB FOR ANY AND ALL LOSS, DAMAGE, COSTS OR LIABILITY, CONTINGENT OR DIRECT, which PHB may sustain as a consequence of the acts or conduct of the Individual or breach of this agreement. I agree that if any provisions of this agreement are subsequently held to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provision or portion of provision.

In consideration of said promises, PHB agrees to permit the Individual to participate in simulated or live blood draw activities so long as it is reasonably feasible to do so and so long as it does not endanger the health, safety or welfare of the Individual or a third party. These determinations shall be entirely within the discretion of PHB. The permissions granted by PHB in this agreement may be revoked at any time by any agent of PHB. The Individual agrees that the Individual's promises contained within this document will survive any revocation or termination by PHB of this agreement. **THIS RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OR RISK AGREEMENT SHALL BE BINDING ON THE INDIVIDUAL, HIS OR HER HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS.**

I, the undersigned, have read and understand this agreement. I hereby acknowledge, warrant and represent that I am at least 18 years of age and legally competent to enter into this agreement and that I have signed this release as my own free act with the full understanding and knowledge of its significance.

INDIVIDUAL: _____ DATE: _____

WITNESS: _____

Photo Release & Consent Form

I do hereby authorize Project Heartbeat, LLC, its agents, successors, assigns, subareas, subsidiaries and/or affiliates to use my photographs supplied to said organization (s) for use in Flyers, Brochures, Power Points, Educational Lectures, Websites, Social Media Sites, etc. without reservation.

Said picture(s), photograph(s) or information shall be and remain the property of Project Heartbeat, LLC, and may be used with or without using my name. I agree that I am donating this material, and that I will not be compensated. I do not expect, or require, approval of the layout or designed use of said items prior to publication.

I agree that there is no cost for me for having the(se) picture(s) submitted for possible publishing. I agree that there will be no cost to me for publication of the(se) picture(s) if, in fact, the(se) picture(s) are published.

I also agree to hold harmless, Project Heartbeat, LLC, its agents, successors, assigns, subsidiaries, subareas, and/or affiliates in the event that my pictures are not returned to me.

I hereby represent and warrant that I have not given any person or firm the exclusive right to use my name, picture or any other information. There is no other agreement between us.

Dated this _____ day of _____

(PRINT FULL LEGAL NAME)

(LEGAL SIGNATURE)

PROMISSORY AGREEMENT (DO NOT FILL OUT BY YOURSELF – WAIT FOR INSTRUCTIONS)

STUDENT NAME: _____

By signing this Agreement, I acknowledge and affirm my outstanding debt pertaining to fee of \$ _____ with Project Heartbeat, LLC as of _____.
(Total Cost of Course) *(First Day of Course)*

By signing this Agreement, I agree to pay my outstanding debt according to the following schedule, terms, and conditions:

1. I agree and accept to pay an initial fee of \$ _____. Payment due on _____.
(First Day of Course)
2. I agree and accept responsibility for paying the remainder of the balance on my account of \$ _____. Payment due before _____.
(Last Day of Course)
3. If I am unable to pay the remainder of my balance before my graduation date, I will inform Project Heartbeat, LLC to arrange a payment plan prior to my graduation.
4. I understand all payments are to be made payable to Project Heartbeat, LLC and mailed to:

Project Heartbeat, LLC
333 Hegenberger Road, Suite 855
Oakland, CA 94621
5. I understand it is my responsibility to notify Project Heartbeat, LLC of any address, phone, name or email changes. Notification must be promptly made to Eric Kim at eric@projectheartbeat.com, phone 510.452.1100 or by mail to Project Heartbeat, LLC, 333 Hegenberger Road, Suite 855, Oakland, CA 94621
6. I understand any payment returned by my banking institution for "insufficient funds", "stop payment", "account closed" or any other reason will immediately cause the account to become delinquent and thereafter placed in a collections status which may include referral to a collection agency.

7. I understand that I may make additional payments beyond the agreed monthly payments at any time; however, I am still responsible for continuing to make the minimum weekly/monthly payments;
- 8. I understand that I will not be able to take the National Certification exam or receive my certificate of completion until this debt is paid in full.**
9. I further understand and agree that if I do not follow through with any portions of the above -stated schedule of payments, terms, and conditions, and/or if any installment is delinquent below ten (10) days, this account may be the sole option of Project Heartbeat, LLC, may declare immediately due and payable in full. I promise to pay all attorney fees and other reasonable collection cost and charges necessary for the collection of any amount not paid when due. I understand that, if my account is referred to a collection agency, the collection fee is ordinarily thirty-three and one-third percent (33 1/3%) of the total outstanding balance due, for which I will be responsible in addition to the principal debt due and payable.

I have carefully and completely read this agreement and fully understand the purpose, intent and effect of this agreement. I have voluntarily executed the agreement by action of my own free will.

Date: _____

Full Legal Name: _____

Date of Birth: _____

Social Security #: _____

Address: _____

Home #: _____ Cell #: _____

Work #: _____

Email Address: _____

(LEGAL SIGNATURE)

DENIAL AND REVOCATION OF PHLEBOTOMY CERTIFICATE

Dear Student

Please be advised that as an Phlebotomist, a high degree of public trust will be placed on you. Because of this unique position, I must conduct myself with a high degree of responsibility and have a clean background. By signing the below listed document, I acknowledge understanding of [California Code of Regulations \(CCR\), Title 17, Division 1, Chapter 2, Subchapter 1, Group 2, Sections 1029-1075](#) governing occupational licensing and continuing education requirements for clinical laboratory personnel which encompasses Enforcement and Revocation of Certificate.

Dated this _____ day of _____

(PRINT FULL LEGAL NAME)

(LEGAL SIGNATURE)

Clinical Externship

CLINICAL EXTERNSHIP REQUIREMENT

All students must complete 40 hours of Clinical Field Training. Without fulfillment of the Clinical Requirement, the student will not be eligible for the California Dept of Public Health state licensing.

To fulfill the Clinical Externship Requirement, students must:

1. Attend 40 hours of Clinical Externship (on site, off site, or combination of both)
2. Complete all corresponding documentation

CLINICAL EXTERNSHIP ATTENDANCE POLICY

Absences: Any problems with scheduling are to be addressed to the Program Administrator and Lead Instructor immediately. Students are expected to attend all scheduled clinical rotations. If a scheduled clinical is missed without notification 24 hours prior to the scheduled rotation, the student will be counted absent.

Excused absences: Illness, family, or employment emergencies must be explained in writing to the Program Administrator and Lead Instructor within 72 hours of the missed clinical. A decision will be made concerning the excused absence and reported to the student.

Unexcused absence: Students must adhere to assigned ride-along dates, which are scheduled in accordance with the students' Availability Form. Students are required to arrive at least 15 minutes early. Missed clinical days count as 8 hours of absence.

Leaving: Leaving the clinical site without prior notification to the preceptor will result in an unexcused absence resulting in probation.

Lack of Concern for Training: The student who demonstrates a lack of appropriate concern for training may be sent home by the preceptor with an unexcused absence. This includes, but is not limited to sleeping in class/clinical or showing up to class/clinical unprepared.

CLINICAL EXTERNSHIP DOCUMENTATION

Project Heartbeat will provide the students with a clinical externship (on site, off site, or combination of both), pending completion of required documentation:

1. Availability Form (*included within this Enrollment Agreement*)
2. Applicable Waivers (*included within this Enrollment Agreement & assigned hereafter*)

The externship is not considered complete without the following documents, to be provided to the Instructor no more than 72 hours after completion of the externship:

1. Clinical experience log validating 50 successful venipunctures
2. Field Externship Evaluation Form All documents must be filled out clearly and thoroughly in order to get credit.

I agree to the terms of the above Clinical Externship Requirements: _____ (Student Initials)

EXTERNSHIP EXPECTATIONS

Congratulations on completing Project Heartbeat's Phlebotomy Training program! Listed below are guidelines to prepare you for your externships.

Once you have completed the course and have turned everything in, Project Heartbeat will be contacting you by email to set up your externships. Please be patient. Project Heartbeat strives to place students in their externships as soon as possible, but based on the hospital, clinic and laboratory availabilities, it may take a few weeks to set up your externships.

CLEARED FOR EXTERNSHIPS

In order to be cleared for your externships, the following items must be completed within 30 days from the last day of class:

- Successfully completed the entire Project Heartbeat Phlebotomy program
- No past due payments on account
- Proof of all required immunizations and physical have been turned into Project Heartbeat
- Drug screen has been done

HOW ARE EXTERNSHIPS ASSIGNED

Pending completion and submission of all required form, students will be assigned to contracted hospitals and clinics. This is solely based on the hospitals availabilities. In lieu or in addition to hospital and clinic externships, All successful venipuncture conducted at Project Heartbeat's clinical lab (CLIA #05D2231502) will be counted on the venipuncture log

Externship placement is based on student grades, professionalism, personal interests of the student, and instructor recommendations.

HOW LONG ARE EXTERNSHIPS

- Hospitals and Clinics: You will be required to complete 40 total hours.

ARRIVAL TIME

- In case you get lost or if there is traffic, plan on being at your externship site 15 minutes prior to your scheduled externship time. **DO NOT BE LATE!**
- Look up directions prior to your scheduled externship date

WHAT TO BRING

- The same rules and requirements regarding uniform and appearance that were enforced while you were in class at Project Heartbeat apply to your externships.
- Wear your Project Heartbeat uniform (uniform must be clean and ironed): Scrub top and bottom Project Heartbeat logo, Name tag and/or Project Heartbeat badge, optional Project Heartbeat Lab coat, comfortable shoes (No open toes shoes, heels, Crocs allowed). Arm tattoos must be covered
- If you have shoulder length hair, it must be put in a pony tail
- No facial hair (shave the morning before your externship/no stubble). Must be able to pass N95 Fit test
- Pack a meal and snacks for your externship (you may not have time to stop for food/drinks)
- You may want to bring some cash in case you need to buy food/drinks
- Equipment:
 1. N95 mask
 2. Blue or black pen
 3. Something to write on
 4. Paperwork/venipuncture log
 5. Evaluation forms

WHAT TO EXPECT

Externships are a great time to learn and ask questions (when appropriate) so make sure you are prepared by reviewing your text book and be sure to practice your assessments. Also be prepared to

take vitals.

Clinics/hospitals

You will shadow a nurse as they treat patients. All venipunctures are to be supervised by nurse, LVN, Medical Assistant, or proxy

Here is a list of some items that you may be assisting with in addition to your venipuncture duties:

- Vitals
- CPR
- Assist with moving patients
- Assist with cleaning the rooms and equipment

If you do not feel comfortable assisting with the above tasks, please inform your supervisor

Externship Dos and Don'ts

Dos:

- Do... hand washing, hand washing, hand washing!!!!
- Do... ask questions when appropriate
- Do... help out with cleaning
- Do.... have a positive attitude
- Do.... smile
- Do.... enjoy your externships
- Do.... think about safety

Don't s:

- Don't... be late
- Don't... sit around, there is always something to do
- Don't... watch TV or browse social media during work hours
- Don't... be lazy

REQUIRED PAPERWORK

Be sure that you complete all required paper work and don't forget to get the required names and signatures for all applicable forms.

List of required forms:

- Externship Requirements Checklist
- Externship Venipuncture Log
- Evaluation Form of Clinical Experience

There is a minimum of 40 successful venipunctures (combined total: on site at PHB's lab & off site at contracted clinical externship), so be sure to list all of your patient contacts on the Patient Contact Logs.

WHAT TO DO AFTER YOU HAVE COMPLETED YOUR EXTERNSHIP

Once you have completed all of your externships, complete all of the required forms and give to the Program Director. Turn in all of your externship paperwork together. Original copies of the completed forms may also be physically mailed to Project Heartbeat. Always make copies of all paperwork; you are responsible for any forms lost in the mail.

After all of your paper work has been submitted, it will be reviewed to verify it is complete. Once verified that your paperwork is complete and you have passed the all course requirements, you will be issued a certificate of completion. This process may take 1-2 weeks from the date the paper work was submitted to Project Heartbeat.

RESCHEDULING AND QUESTIONS

If you have any questions regarding your externships or have to reschedule an externship, please contact the Program Director at Project Heartbeat. DO NOT contact the externship site. If you need to reschedule an externship, please give at least a 48 business hour notice. Failure to reschedule with Project Heartbeat prior to your externship may result in additional fees to retake the externship hours.

PROJECT HEARTBEAT CONTACT LIST

Allan Bulda
Program Coordinator
Allan@projectheartbeat.com
510-452-1100 ext. 0
94062

EXTERNSHIP AVAILABILITY FORM

Students are required to complete a minimum of 40 clinical hours AND 50 successful venipunctures, which will be fulfilled PHB's on site lab and/or an off site clinical externship. This form is to assist students with scheduling clinical opportunities during the Phlebotomy Program.

The signee agrees to maintain the scheduling agreement in accordance with the program's attendance policy.

Please Note:

1. Availability dates **cannot conflict with class time**
2. **Availability dates must be adhered to (no rescheduling)**
3. Off site Clinical externship may only take place **at the end** of the program. On site externships through PHB's lab will take place throughout the length of the program
4. Make sure you **provide some weekday availability** as many clinics are closed on weekends

Please provide five straight days of availability to be conducted after the didactic training completion

Availability preference #1: _____

Availability preference #2: _____

Availability preference #3: _____

Student Signature: _____

Date: _____