

### **Authorized Provider Agreement**

This **Authorized Provider Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and the **Mayor and Aldermen of the City of Savannah** (the "AP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the AP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the AP's use in the instruction of Red Cross training courses specified in <u>Appendix B</u> ("Courses") within AP's organization and all other Entities/Locations designated on <u>Appendix C</u>.

- 1. AP Responsibilities. In connection with offering the Courses, AP agrees that it will:
  - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
  - 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by AP to teach on its behalf during the term of the Agreement.
  - 1.3. Obtain Red Cross confirmation of the certification and authorization status of new AP Instructors before permitting such Instructors to teach a Course.
  - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies").
  - 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and AP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
  - 1.6. Permit Red Cross to perform random observations of AP's Courses.
  - 1.7. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
  - 1.8. Timely pay the required fees in connection with the Agreement.
  - 1.9. Recognize its responsibility for all liabilities arising out of AP's performance under this Agreement. AP recognizes that Red Cross insurance does not extend to AP or its Instructors.
- 2. Red Cross Responsibilities. To facilitate AP's Course offerings, Red Cross agrees that it will:
  - 2.1. Make Red Cross training content and Course Materials available to AP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
  - 2.2. Approve properly submitted Course Records and provide digital certifications, if applicable, for Course participants with a valid, unique email address.
  - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to enter Course Records and print Course certificates.

#### 3. Term and Termination.

3.1. This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.



- 3.2. Red Cross reserves the right to immediately terminate this Agreement if AP materially deviates from the terms of this Agreement or the Policies.
- 3.3. Either Party may terminate this Agreement for convenience at any time with or without cause by providing thirty (30) days advance written notice to the other Party.
- 3.4. The provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

#### 4. Fees and Invoicing.

- 4.1. AP will remit payment by credit card or will be invoiced, if approved.
- 4.2. Fees are set forth on <u>Appendix B</u>.
- 4.3. Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4. To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:

American Red Cross - Health & Safety Services 25688 Network Place Chicago, IL 60673-1256

- 4.5. For questions or concerns about your invoice, please email <u>billing@redcross.org</u> or call the number listed on the invoice.
- 4.6. Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the AP or any Red Cross employee, volunteer, Licensed Training Provider or AP.
- 5. Notices. Each Party's contact for legal notices under this Agreement is listed on <u>Appendix A</u>.

#### 6. Confidentiality and Intellectual Property.

- 6.1. Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement. Red Cross specifically acknowledges AP is subject to Georgia's Open Records Act, O.C.G.A. §§ 50-18-70, *et seq.*, including the procedure for identifying "trade secrets" at O.C.G.A. § 50-18-72(a)(34), which governs the handling of material considered to be confidential.
- 6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross



hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

#### 7. Miscellaneous.

- 7.1. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2. <u>Amendments</u>. This Agreement may only be amended or modified by the Parties in writing.
- 7.3. <u>Severability</u>. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4. <u>Independent Contractors</u>. Each Party shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5. <u>Assignment</u>. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6. <u>Dispute Resolution</u>. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation.
- 7.7. Intentionally omitted.
- 8. Entire Agreement and Modifications. This Agreement constitutes the entire agreement between the Parties and supersedes all prior Authorized Provider Agreements and undertakings, both written and oral, between the Parties. Unless otherwise pursuant to this Agreement, all proposed modifications or additions to this Agreement, including but not limited to Customer purchase orders and accompanying terms and conditions, must be in writing and duly executed by both parties to take effect.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.



Customer Name: Mayor and Aldermen of the City	The American National Red Cross	
of Savannah	CocuSigned by:	
Customer Signature:	Red Cross Signature:	
Name: Rob Hernandez	Name: Abdul Rachmann FE3FF8AEA54C410	
Title: City Manager	Title: Rep III, Sales	
Date:	Date: 5/24/2017	



#### Authorized Provider Agreement Appendix A – Contact Information

Customer Information				
Customer: Mayor and Aldermen of the City of Savannah				
Customer Address: 132 East Broughton Street	Customer Fax:			
Savannah, GA 31401				
US				
Organization ID: 11472CITYOFSAVHR				
Customer Contact: Marla Hungerford				
Customer Contact Email: mhungerford@savannahga.gc	v			
Customer Contact Phone: (912) 651-6484	Extension:			
Billing Contact Name: Marla Hungerford				
Billing Contact Phone: (912) 651-6484	Extension:			
Billing Contact Email: mhungerford@savannahga.gov				
Customer Billing Address : PO Box 1027				
Savannah, GA 31402				
US				
Red Cross Strategic Account Executive				
Name: Abdul Rachmann				
Phone: <b>404450-6860</b> Ext.:	Email:			
	abdul.rachmann@redcross.org			
Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National				
Red Cross, Office of the General Counsel at 431 18 <sup>™</sup> Street NW, Washington, DC 20006.				

Red Cross Authorized Provider Agreement - 03.21.2017; Modified 05.23.2017 mm



#### Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	100.00	\$27.00
AP-HSSSFA415R	Adult and Pediatric First Aid/CPR/AED Review	100.00	\$27.00

\*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

#### Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or <u>www.RedCrossStore.org</u>.

Method of Payment

Preferred Payment Type Prepayment Red Cross PO#SavannahDepartmentofHumanResources0513PP



#### Authorized Provider Agreement

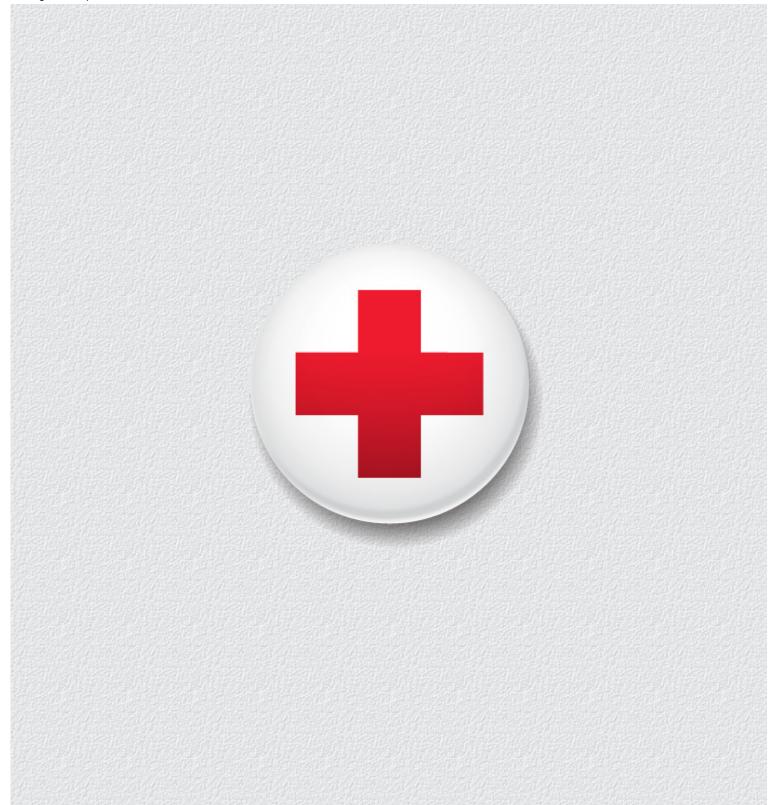
#### **Appendix C – Entities/Locations Covered by Agreement**

Please provide information regarding any additional entities/locations covered by this Agreement, if applicable.

All Domestic Locations (additional legal entity names must be listed)

Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Org ID
Example: Name: ABC Mid Atlantic Address: 2025 E ST NW Washington, DC 20006 Contact: Sally Safety Email: <u>sally.safety@abc.com</u> Phone: 800-555-1212	Regional Distribution Center	ABC1231542
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:



### **Authorized Provider**

Resource Guide

**American Red Cross** 



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### WELCOME

Thank you for choosing to be an Authorized Provider for the American Red Cross. By entering into this relationship with the Red Cross, your organization has become not only an important part of the Preparedness and Health and Safety Services training team, but it has become part of a long tradition of providing quality education that saves lives throughout the United States dating back to 1909.

As we work together there are some mutual commitments that serve as the basis for the obligations of the Red Cross and your organization. Our mutual commitments are to:

- Establish a relationship based on mutual respect and trust.
- Provide the American people with responsive, accessible, affordable and high-quality health and safety services, education and training in a professional manner.
- Contribute to the mission of the Red Cross by helping people prevent, prepare for and respond to emergencies.
- Help people lead safer, healthier lives.

The Red Cross is committed to helping Authorized Providers offer the highest quality training possible. In addition, the Red Cross offers:

- Two-year certifications for first aid and CPR/AED and free digital refreshers to keep employees' skills sharp.
- A choice of free digital or affordable print course materials.
- Flexible training options that can adapt to your business' changing needs, including web-based learning and a nationwide corporate training system that's ideal if you have facilities spanning multiple geographic locations.
- A web-based training management system for instructors to manage course records and print certificates.
- Online ordering for training materials and products and a dedicated instructor website with updated tools and resources.
- Optional training modules and lessons, training supplies, first aid kits and more.
- Training that incorporates the latest science and educational innovation and meets OSHA guidelines.



# **PURPOSE OF THE RESOURCE GUIDE**

This American Red Cross *Authorized Provider Resource Guide* provides your organization with the basic information it needs to serve as an American Red Cross Authorized Provider. This includes:

- Where to get assistance
- General Red Cross information
- Red Cross responsibilities to the Authorized Provider
- Authorized Provider responsibilities
- How best to support your instructors
- How to properly support the program
- How to get books, materials and equipment for conducting training
- Red Cross policies and procedures that affect the Authorized Provider
- Support materials that Authorized Providers can use to promote Red Cross programs



# **BEING PART OF THE RED CROSS**

#### THE INTERNATIONAL RED CROSS AND RED CRESCENT MOVEMENT

The International Red Cross Movement is the largest humanitarian volunteer organization in the world, with more than 175 member countries, of which the United States is one. Muslim countries prefer to use the Red Crescent symbol. In June 2006 Magen David Adom and the Palestine Red Crescent Society were unanimously approved membership in the Federation. The goal of the movement is to prevent and alleviate human pain and suffering. Seven Fundamental Principles guide the direction for the movement, and all Red Cross and Red Crescent societies must adhere to them. These principles apply to you as an Authorized Provider.

#### **Humanity**

The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

#### Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

#### Neutrality

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

#### Independence

The Movement is independent. The national societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.



#### **Voluntary Service**

It is a voluntary relief movement not prompted in any manner by desire for gain.

#### Unity

There can be only one Red Cross or Red Crescent society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

#### Universality

The International Red Cross and Red Crescent Movement, in which all societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

#### **AMERICAN RED CROSS**

The American Red Cross, founded in 1881 by Clara Barton, is a part of the International Red Cross and Red Crescent Movement.

#### The Mission of the American Red Cross:

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

To support the mission of the American Red Cross, nearly 1.3 million employees and volunteers serve throughout the United States and its territories, and on military installations around the world. Supported by the resources of a national organization, they form the largest volunteer service and educational force in the nation. They help people prevent, prepare for and cope with emergencies, whether those emergencies involve blood, disaster, social services, or health and safety. The following services are provided by the American Red Cross:

# PREPAREDNESS AND HEALTH AND SAFETY SERVICES

Every year, the Red Cross trains some 11 million people in lifesaving skills. Red Cross first aid, CPR and AED programs are designed to give you the confidence to respond in an emergency situation with skills that can save a life. The American Red Cross has been the leader in swimming and lifeguarding since 1914, and we teach preparedness courses to help families and communities prepare for all kinds of emergencies and disasters.



#### **SERVICE TO THE ARMED FORCES**

Using the latest in computer and telecommunications technology, the Red Cross allows military members stationed all over the world to send messages to loved ones back home during an emergency or other important event. These communications are delivered aroundthe-clock, seven days a week, 365 days a year.

### **BIOMEDICAL SERVICES**

The American Red Cross provides nearly half of the nation's blood supply (collecting 6.5 million units a year from volunteer donors) to patients in 2,500 hospitals across the country through its national network. Every two seconds, someone in America needs blood. The Red Cross must collect blood donations each and every day to meet the needs of accident victims, cancer patients and children with blood disorders, and the organization works to accomplish this through its 35 Blood Services regions.

#### **DISASTER SERVICES**

Each year, the American Red Cross responds immediately to more than 70,000 disasters, including house or apartment fires (the majority of disaster responses), hurricanes, floods, earthquakes, tornadoes, hazardous materials spills, transportation accidents, explosions and other natural and man-made disasters.

Red Cross disaster relief focuses on meeting people's immediate emergency disaster-caused needs. When a disaster threatens or strikes, the Red Cross provides shelter, food and health and mental health services to address basic human needs. The Red Cross also feeds emergency workers, handles inquiries from concerned family members outside the disaster area, provides blood and blood products to disaster victims and helps those affected by disaster to access other available resources.

#### **INTERNATIONAL SERVICES**

As part of the world's largest humanitarian network, the American Red Cross alleviates the suffering of victims of war, disaster and other international crises, and works with other Red Cross and Red Crescent societies to improve chronic, life-threatening conditions in developing nations. We reconnect families separated by emergencies and educate the American public about international humanitarian law. More information about Red Cross services can be found at redcross.org.



## WHERE TO GET ASSISTANCE

#### **RED CROSS REPRESENTATIVE**

Your American Red Cross contact is

Name, Title

Phone, E-mail

#### AUTHORIZED PROVIDER RESOURCE DIRECTORY

The "Resource Directory for Red Cross Partners" is your one-stop site for your training needs. This resource website provides links and information to manage all of your training-including:

- Accessing program materials and resources
- Submitting training records and obtaining student certificates
- Information on our mobile Apps
- Ordering supplies and materials
- MUCH more!

The following independent web resources below are all listed on the directory. Although each individual site may be accessed directly, we have created this one-page directory to quickly point you to what you need.

Visit the Resource Directory for Red Cross Partners at **redcross.org/resourcedirectory**.

#### **INSTRUCTOR'S CORNER**

A website dedicated to certified American Red Cross instructors provides a wealth of tools and resources. Instructors and instructor trainers must have an American Red Cross Learning Center account and be certified as an instructor to access Instructor's Corner. These include:

- Instructor Tools and Teaching Aids—Find downloadable resources such as electronic presentation tools, course codes, fact sheets, how to teach additional Red Cross programs, instructor reminders and more.
- Training Supplies–Order training supplies online 24 hours a day, 7 days a week directly from our publisher, StayWell.



 Marketing and Promotional Materials–Download marketing tools to promote your Red Cross courses and programs.

Access Instructor's Corner by visiting the Authorized Provider Resource Directory at <u>redcross.org/resourcedirectory</u>.

### **TRAINING SUPPORT CENTER (TSC)**

A professional call center is available to assist Authorized Providers with:

- Course registrations (including instructor classes)
- Course record entry

You may contact the Training Support Center by phone at 1-800-RED CROSS or by e-mail at <u>support@redcrosstraining.org</u>. The hours of operation for the Training Support Center are:

Monday-Friday from 7:00 a.m. to 11:00 p.m. ET

Saturday from 7:30 a.m. to 8:00 p.m. ET

Sunday from 10:00 a.m. to 6:00 p.m. ET



# THE ROLE OF THE RED CROSS AUTHORIZED PROVIDER

Authorized Providers have a long history of working with the American Red Cross to provide training and information in first aid and CPR, swimming and water safety, and caregiving. Authorized Providers are collaborators with the Red Cross in providing quality Health and Safety Services training for their own employees. Authorized Providers have an obligation to provide the highest quality training possible.

As an Authorized Provider you have agreed, through the *Authorized Provider Agreement*, to provide Red Cross instructional programs in accordance with the standards and objectives of the program. The *Authorized Provider Agreement* provides an outline of the mutual expectations, rights and responsibilities of both the Red Cross and the Authorized Provider. Following the guidelines in this document ensures the integrity of Red Cross programs and protects all parties involved—the Authorized Provider, the Red Cross and the instructor. The agreement also outlines in writing how you will do business with the Red Cross.

#### AUTHORIZED PROVIDER'S RESPONSIBILITIES

As an Authorized Provider, you also have responsibilities that are outlined in detail in the *Authorized Provider Agreement*. The following are the basic responsibilities of the Authorized Provider:

- Adhere to the terms of the Authorized Provider Agreement
- Designate an individual to be the primary contact to the Red Cross and provide updates as needed
- Identify only individuals who are qualified to be instructor candidates
- Submit properly completed records and reports in the designated time frames through the Red Cross Learning Center.
- Keep the Red Cross informed of changes in an instructor's status
- Support instructors' adherence to Red Cross policies and procedures
- Respect the copyrighted materials, the Red Cross name and emblem, other trademarks and proprietary content of the American Red Cross
- Assist the Red Cross in resolving issues that may arise with instructors and course quality
- Maintain a safe environment suitable for the delivery of the programs
- Maintain open communications with the Red Cross



- Inform course participants that the training is an American Red Cross course; the instructor should show visual Red Cross identification during the training
- Ensure that course participants who have successfully met the course prerequisites, objectives and certification requirements receive American Red Cross certificates.

#### RED CROSS RESPONSIBILITIES TO THE AUTHORIZED PROVIDER

To assist you in offering quality training, the Red Cross is committed to providing the following support to its Authorized Providers:

- Adhere to the terms of the Authorized Provider Agreement
- Designate an individual to serve as your primary contact and provide updates as needed
- Provide the finest programs based on research and input from our customers
- Properly train your instructors and provide on-going support and quality assurance
- Ensure the quality of the program through ongoing evaluations and program development
- Provide open communications with you
- Provide information that you need to offer quality training as well as meet your training responsibilities
- Provide services to you at a fair price, based on value
- Provide American Red Cross course completion certificates in a timely manner
- Maintain your instructors' records
- Recertify your instructors who meet the criteria
- Maintain training records for seven years
- Develop course curriculum and materials
- Provide timely updates and information to instructors
- Provide technical assistance to instructors
- Provide a quality assurance program
- Give permission to use the Red Cross name and emblem in promotion of Red Cross instructional programs (in strict accordance with the *Authorized Provider Agreement* and with Red Cross policies and procedures from time to time)
- Provide flyers, brochures, posters and other course promotional materials



#### **INSTRUCTOR SUPPORT**

Successful training depends largely on the quality of the instructor. Both the American Red Cross and you have an obligation to support your instructor(s) in providing the best training possible.

In accordance with the *Authorized Provider Agreement*, the Red Cross will provide the following support to your instructors:

- Provide effective, quality instructor training
- Provide effective evaluation
- Provide information on updates and program revisions
- Make available opportunities to volunteer for the American Red Cross
- Provide opportunities for professional skill development by offering periodic instructor upgrades, instructor in-services, additional instructor specialty courses and co-teaching opportunities
- Make available the proper materials and equipment needed to conduct training
- Ensure proper equipment is used during all courses

The Authorized Provider also does the following to support an instructor:

- Make an instructor available to the Red Cross for training, retraining and other professional development-related activities
- Supply Red Cross digital and/or print materials for support of the courses
- Explore opportunities to potentially volunteer with the Red Cross
- Work with the Red Cross to ensure that quality instruction takes place at its facility
- Ensure that the appropriate, qualified individuals are selected to be trained as Red Cross instructors
- Maintain up to date contact with the Red Cross

#### **INSTRUCTOR CERTIFICATION**

Certification occurs when an instructor candidate successfully completes the instructor course and is issued an Instructor Certificate that indicates that all requirements have been met on the date that the instructor candidate completes the instructor course.

Before an instructor can teach, the new instructor and a Red Cross representative official must sign the Instructor Agreement and Code of Conduct (document is included).



Certified instructors who teach on behalf of your agreement must be indicated on Appendix C of the *Authorized Provider Agreement*.

Under the terms of the *Authorized Provider Agreement*, the instructor, as an employee or volunteer for the Authorized Provider, may provide training using Red Cross courses to the Authorized Provider's employees.

# SELECTING THE RIGHT INSTRUCTOR CANDIDATE

To ensure the quality of American Red Cross Health and Safety Services training programs, it is important to select the appropriate person to enter the instructor course. Here are some characteristics to consider:

- Excellent communicator and educator
- Knowledgeable about the subject taught
- Positive and enthusiastic attitude
- Patient and flexible
- Professional demeanor
- Committed to teaching
- Proficient public speaker
- Proactive

#### **QUALITY ASSURANCE**

Quality assurance in American Red Cross Health and Safety Services programs is the responsibility of all parties: the Red Cross, the Authorized Provider and the instructor. The Red Cross is the leader in quality health and safety training, and it maintains that status by authorizing instructors who adhere to the training standards and continually strive to provide exceptional training and service.

You can help to maintain this high quality by using the following strategies:

- Choose the right individuals to become instructors
- Support instructors' compliance with Red Cross policies and procedures by making sure they have the proper equipment, space and time to conduct the training
- Make instructors available for additional training as necessary
- Review, take action and monitor the information received from the course evaluation forms
- Observe instructors when they teach
- Encourage instructors to co-teach with other Red Cross trained instructors



The Red Cross will also support you with its quality assurance efforts. In addition, the Red Cross takes steps to ensure its training standards are maintained. These include:

- Providing high quality instructor training
- Establishing and explaining all national and local policies, regulations and procedures that relate to the instructor's responsibilities including the *Instructor Agreement*
- Making co-teaching opportunities available to instructors
- Monitoring of training records and other reporting forms for potential problems
- Evaluating courses randomly by either surveying or observing the teaching of instructors
- Providing technical support to instructors

#### **TRAINING ISSUES**

Even with the best planning and proactive quality assurance programs, problems may occur. When this happens, the Red Cross will work closely with the Authorized Provider to immediately deal with the situation.

If a problem is minor, the Red Cross will try to deal directly with the instructor to resolve the issue. Most situations can be handled effectively with simple counseling.

Occasionally issues arise that may need further intervention. When this occurs the Red Cross will keep you informed of steps that are being taken by the Red Cross and will solicit your help in solving the problem. The basic steps for dealing with larger issues are:

- 1. Identifying the problem
- 2. Counseling the instructor
- 3. Providing remediation, if needed, such as co-teaching, teaching under observation or retraining
- 4. Monitoring the instructor
- 5. Continuing counseling, remediation and monitoring as necessary

In severe cases, the Red Cross has the right to suspend an instructor's certification. When this occurs, the instructor can not teach Red Cross courses until the problem is resolved. When a resolution is not possible, the Red Cross may have no recourse but to withdraw the instructor's certification. The Red Cross has an extensive and thorough process for withdrawal of certification and does not do this lightly.



In situations where the Red Cross has identified that courses are not taught according to standards and that the participants must be retrained, the Authorized Provider is responsible for all costs associated with any retraining. (See the *Authorized Provider Agreement*.) The Red Cross will notify the participants advising them of available retraining.



### **PROGRAM SUPPORT**

#### **LEARNING CENTER**

The Learning Center provides instructors:

- Access to their records, including certificates and transcripts.
- Automatic training notices and alerts.
- Self-service course record entry.
- Ability to print student certificates of completion.

Instructors and instructor trainers must have an American Red Cross Learning Center account and be certified as an instructor to access Instructor's Corner.

Access the American Red Cross Learning Center by visiting the Authorized Provider Resource Directory at <u>redcross.org/</u> <u>resourcedirectory</u>. If you have difficulty logging into the Learning Center, you may call 1-800-RED CROSS.

#### **COURSE PLANNING**

Since you are a valued customer of the American Red Cross, we want to ensure that the training you conduct is fully supported. To that end, course planning is critical. This process will help your organization by ensuring:

- Course materials and equipment are available.
- Promotional materials and marketing support are available to you.

The Red Cross can assist with any other course planning necessary to ensure the quality of your training programs.

Blended learning courses can be offered by Authorized Providers, also. Blended learning courses involve both an online component and an in class component and are a great option when time to pull colleagues together for training is limited. Information on how to set up a blended learning class, including instructor orientation to the online content and steps to take ahead of time, can be found on Instructor's Corner:

- First Aid/CPR/AED
- CPR/AED for Professionals
- Lifeguarding



#### **REPORTING COURSE ACTIVITY**

Collection of information on course activity benefits both your organization and the Red Cross by:

- Providing records on students trained, which can also be used by your organization to verify training.
- Providing statistics that help in program evaluation.
- Allowing the Red Cross and you to identify trends for possible areas of improvement.
- Assisting in monitoring for quality assurance.
- Helping to ensure all areas of the community are reached with Red Cross programs.
- Tracking instructor activity for recertification and recognition purposes.

#### SUBMIT TRAINING RECORDS THROUGH THE LEARNING CENTER

Instructors can submit training records electronically through the American Red Cross Learning Center. It can be accessed by visiting the Authorized Provider Resource Directory at <u>redcross.org/</u> <u>resourcedirectory</u>. A streamlined course record entry portal has been deployed and it can be accessed directly by going to <u>redcross.org/</u> <u>courserecords</u>. You will be redirected to that site each time you select CR Administration from the Go To: menu in the Learning Center. Job aides and tools are also available.

Your organization is responsible for ensuring that your instructors submit training records through the Learning Center to the Red Cross within 10 business days of the completion of each class.

#### **OBTAINING COURSE COMPLETION CERTIFICATES**

Most Red Cross training programs have course completion certificates (cards) that are given to participants who successfully complete the training. Digital certificates are available to our customers immediately after the instructor confirms the accuracy of the course record data entered in the Learning Center. Digital certificates can be validated by electronic means; they can be identified by the combination of a unique alpha-numerical identifier and a QR code. After you confirm the course record, a digital certificate will be electronically delivered to all students that successfully completed the class if you provided their



e-mail address. You may also print wallet-size certificates and 8.5" x 11" certificates to distribute to your students. Enhancements to our system will enable you to print the wallet-sized certificates on standard business card cardstock. Use the following guidelines to assist you in making your cardstock purchase:

- Ten (10) cards per sheet; each card is 2" tall x 3.5" wide
- Choose from ink jet or laser printer versions, as appropriate
- Cardstock should be white in color
- Color printing is preferred
- There are many vendors from which to choose.
  Examples include:
  - Avery (e.g. Product Codes 5371, 27871, 5870, 8371, 08871)
  - Staples (e.g. Item 610837, 677797)
  - Office Depot (e.g. Item 388302, 717631)
  - O Printworks (e.g. Item 00742)
  - Royal Brites (e.g. Item 28992, 209095)

When the training is submitted electronically in the Learning Center, the instructor is able to print certificates immediately after verifying the basic student and class detail information. You may also request certificates be mailed to the instructor by visiting the Authorized Provider Resource Directory and completing the certificate request form.

Instructors can also submit a *Course Record* or a program activity report electronically by e-mail at <u>support@redcrosstraining.org</u>. Certificates will then be mailed to the instructor.

#### **PAYMENT OPTIONS**

- Credit Card and Bank Transfer
  - Credit card payments can be made at the time of course record submission via the American Red Cross Learning Center.
  - When course records are submitted via postal mail to the TSC, a TSC agent will follow up with the billing representative to secure credit card or bank transfer information prior to course record processing.
- Prepayment
  - Authorized Providers (AP) may choose to prepay by credit card, check, money order or bank transfer. A <u>Prepayment</u> <u>Request Form</u> is available on Instructor's Corner.



- For prepayment by check or money order, the AP mails the Prepayment Request Form to the Training Support Center (TSC).
- For prepayment by credit card and bank transfer, the Prepayment Request Form is sent to the training support center and a TSC agent will call the AP to collect the confidential information.
- Authorized Providers can also place a call directly to the TSC at 1-800-RED CROSS and request to make a prepayment on their account if the payment method will be via credit card or bank transfer.
- Invoicing–In most cases, the American Red Cross will only invoice for course fees greater than \$500 per class.
  - If your course fees do not meet the minimum \$500 per class, please contact your Red Cross representative to discuss alternatives. If this need is due to a state or federal regulation, you will be requested to supply documentation of the regulation.



# **SUPPLIES AND EQUIPMENT**

Many Red Cross training programs require a specific type of manual, specialized training equipment and videos. The instructor's manual outlines the specific text and equipment needs for each course. Maintaining the equipment ratios outlined in the instructor's manual allows instructors to stay within the timelines for the training, as well as providing course participants the time they need to properly practice and learn skills. Most of the materials needed to conduct Red Cross training are available directly from the Red Cross.

#### **COURSE MATERIALS**

Teaching materials such as participant texts, instructor's manuals and videos are available in digital format on Instructor's Corner or for purchase.

#### EQUIPMENT

Equipment used in Red Cross training must be maintained in good working order to ensure participant safety and effective teaching. Equipment that is not in good working order detracts from the participant's willingness to learn and practice effectively. All equipment used in Red Cross training should be maintained according to manufacturer guidelines. Equipment such as CPR manikins should be cleaned after each use according to the manufacturer guidelines and properly cleaned between each participant. More detail on manikin decontamination, including Centers for Disease Control and Prevention (CDC) guidelines, is available in instructor's manuals for courses that teach CPR and AED.

When using equipment in training, you should ensure that instructors take all the necessary safety precautions.

#### **EQUIPMENT PURCHASE**

Equipment and supplies such as manikins, AED trainers and accessories may be available for purchase. For information on purchasing equipment and supplies, please visit the Authorized Provider Resource Directory at <u>redcross.org/resourcedirectory</u>.



## **PROMOTING RED CROSS COURSES**

In order to help you reach more individuals with critical lifesaving skills, marketing support is provided through the national level of the American Red Cross. In addition to incorporating the availability of training from Authorized Providers in a number of national advertising efforts, specific tools have been developed to help you reach more customers on a day-to-day basis:

- Signage which can be displayed at your training facility including a plaque, a window decal, posters and a banner for aquatic facilities-these identify you as an American Red Cross Authorized Provider so your employees will know they are receiving the best training available
- Nationally-produced collateral materials to assist you in explaining the benefits of Red Cross training to your employees. Contact your Red Cross representative for more information.

#### USE OF THE NAME AND LOGO OF THE AMERICAN RED CROSS

The American Red Cross has established graphic standards and guidelines for the use of the Red Cross name and logo. Authorized Providers may use the name and logo when promoting and advertising American Red Cross courses, provided that the Red Cross name and logo appear in conjunction with one of the following statements:

- Proud Provider of American Red Cross Health and Safety Training
- Proud Provider of American Red Cross Aquatics Training
- Proud Provider of American Red Cross First Aid, CPR and AED Training
- Proud Provider of American Red Cross Caregiving Training

Such use of the **Red Cross name and logo** by Authorized Providers is permitted on:

- Websites and Web properties used to promote classes
- Brochures, flyers and promotional material as provided electronically by American Red Cross
- Brochures, flyers and promotional materials developed by the Authorized Provider, subject to our Brand Standards and the additional guidance outlined below



The **Red Cross name** may be used on business cards and letterhead in conjunction with one of the statements set forth above. The **Red Cross logo** cannot be used on business cards and letterhead.

Additional guidance for use of the Red Cross name and logo:

- The Red Cross name and logo cannot appear in close proximity to other logos
- The Red Cross name and logo must appear on a white background with a minimum white space around the logo as outlined in the Brand Standards
- The white space on which the Red Cross name and logo appear must encompass one of the statements provided above
- The Red Cross name and logo cannot appear on any material of a religious or political nature
- All use of the name and logo must be consistent with current Red Cross Brand Standards, accessible at: redcross.org/brand

Please refer to <u>redcross.org/brand</u> for downloadable Red Cross logos for use.

Any use of the Red Cross name or logo other than as specified above is prohibited, unless prior written approval has been obtained from a Red Cross representative. Improper use of the Red Cross name and logo will result in immediate withdrawal of permission to use the Red Cross name and logo and/or termination of the *Authorized Provider Agreement*.

If the *Authorized Provider Agreement* expires or is terminated by either party, the Authorized Provider must immediately stop using the Red Cross name and logo. APs will send proof of marketing materials, web sites, business cards, attachments, etc., which use the Red Cross logo to the Red Cross representative for review prior to printing or publishing.

### **COPYRIGHT PERMISSION REQUESTS**

#### **General Information**

American Red Cross materials are proprietary and subject to copyright protection. The American Red Cross vigorously protects its materials to preserve their integrity and to protect them against exploitation by others. Authorized Providers are not authorized to duplicate, edit or modify any American Red Cross material. Further you may not create derivative works of any American Red Cross material. Under clearly defined criteria, Red Cross national headquarters may grant



permission to use text, photographs, illustrations and audiovisual material from the American Red Cross. Authorized Providers wanting to reproduce copyrighted American Red Cross Health and Safety Services materials must first obtain written permission from American Red Cross national headquarters. Improper use of American Red Cross materials or propriety content may result in immediate withdrawal of permission to use American Red Cross materials, and/or cancellation of the *Authorized Provider Agreement*.

#### **Translations into Other Languages**

The translation of American Red Cross materials into another language always requires prior written approval from American Red Cross national headquarters. Certain other requirements may also apply. Contact your Red Cross representative for more information.

#### **INTERNATIONAL TRAINING**

#### Training Outside the Jurisdiction of the American Red Cross

The American Red Cross is not permitted to solicit, deliver services or provide program support for instructors, companies, agencies or organizations that are not within the jurisdiction of the United States or its territories unless permitted by or requested to do so by the Red Cross or Red Crescent Society of that country. Training overseas is generally confined to U.S. military installations and U.S. embassies and consulates. Authorized Providers and instructors who have questions regarding training outside of the United States and/or it territories, should contact their Sales Representative.



## **POLICIES AND PROCEDURES**

#### **RISK MANAGEMENT IN COURSES**

Your organization can reduce risk of injury and illness in Red Cross courses by ensuring that instructors adhere to the safety guidelines provided by the Red Cross in the instructor's manual. For additional guidance, contact your Red Cross representative.

#### AUTHORIZED PROVIDERS AND INSURANCE COVERAGE

By name Authorized Providers are organizations that are authorized by the Red Cross to offer Red Cross courses (through the execution of the *Authorized Provider Agreement*). The coverages of the Red Cross corporate insurance plan are not extended to Authorized Providers and their third-party instructors because the courses that their instructors teach are not under the direct supervision and control of the Red Cross. Claims that arise from an Authorized Provider-offered Red Cross course are the responsibility of the Authorized Provider.

The Red Cross strongly recommends that Authorized Providers consult with their own insurance professional to ensure they have sufficient coverage.

### **INSTRUCTORS AND INSURANCE COVERAGE**

Red Cross-trained instructors who work for or who are Authorized Providers must be sure they (or their employers) have adequate insurance to protect them while teaching Red Cross courses. Such coverages include, but are not limited to, general liability, auto liability and workers' compensation insurance, in accordance with state and local law.

### **AMERICANS WITH DISABILITIES ACT**

Effective January 26, 1992, the Americans with Disabilities Act (ADA) bars discrimination against persons with disabilities in places of public accommodation. Title III of the law bars private entities (schools, banks, restaurants, social service agencies, offices, retail sales establishments, etc.) from discriminating against individuals with disabilities in the provision of their goods and services. Individuals with qualifying physical or mental disabilities may not be denied full and equal enjoyment of or participation in the goods, services, facilities, advantages or accommodations offered to the public. A place of public accommodation may not discriminate against its patrons, clients, invitees or guests on the basis of real or perceived qualifying disabilities.



It is the responsibility of the Authorized Provider to ensure compliance with the ADA for courses that they conduct. For course-specific information on ADA Accommodations, instructors should review the guidance within their Instructor Manual.

#### **General Recommendations:**

- Allow access to anyone seeking admission to a course (provided prerequisites are satisfied) regardless of real or perceived inability to participate in or pass the course.
- Tell participants in every course to participate within the limits of their ability and learn as much as they can. For some people, certification may not be important. For those individuals, focus on helping them to learn as much as possible.
- If there is a request for accommodation, discuss possible solutions with the individual or his or her guardian, and if the individual prefers and provides permission, a medical provider. Authorized Providers may not need to provide the accommodation preferred by the individual as long as the accommodation offered is reasonable (i.e., building a permanent ramp into a pool versus using a swing-arm harness).
- Certify each participant who can meet course skill and knowledge testing objectives.
- Use available resources to assist people with special needs.

#### **GOOD SAMARITAN LAWS**

All states have passed Good Samaritan laws or acts that give legal protection to lay rescuers who act in good faith with no expectation of remuneration and are not guilty of gross negligence or willful misconduct. The type of rescuer covered and the scope of protection vary from state to state.

The American Red Cross is not in a position to provide legal advice or render interpretations of the validity or scope of the various Good Samaritan laws.

#### **DISCLOSURE POLICY**

Each Authorized Provider should be prepared to deal with situations in which information concerning sexual and/or physical abuse or neglect is disclosed to Red Cross instructors/instructor trainers. Authorized Providers have the responsibility to:

Establish a reporting policy consistent with state reporting laws that will ensure expediency in obtaining help for the person while maintaining confidentiality.



 Inform instructors/instructor trainers of the reporting policy to follow should situations of disclosure occur.

#### **CRIMINAL RECORD CHECK GUIDELINES**

Because third-party instructors teaching for Authorized Providers are employees or volunteers of that organization, it is the responsibility of organization to conduct criminal record checks that might be required by law for their employees or volunteers.

#### LIFESAVING AWARDS

#### The Certificate of Merit Award

The Certificate of Merit is awarded to a nominated individual(s) who saves or sustains a human life and successfully completes a Red Cross course in first aid, CPR, AED or aquatics prior to the performance of the lifesaving or life-sustaining act. The certificate is signed by the President of the United States and the Chairman of the American Red Cross. The award package includes the certificate, citation and medals.

# The Lifesaving Award for the Professional Responder

The Lifesaving Award for the Professional Responder was created to recognize professional responders who save or sustain a life while on duty. Someone who saves a life while on duty is not eligible for the Certificate of Merit Award. The certificate is signed by the Chairman and President of the American Red Cross. The award package includes the certificate, citation and medals.

Contact your Red Cross representative for more information or to obtain a nomination form.

#### **OSHA ALLIANCE**

On May 19, 2005, the American Red Cross and the Occupational Safety and Health Administration (OSHA) signed an Alliance agreement geared towards preparing employers and their employees to respond to disasters, life-threatening injuries and other emergencies.

Through this agreement, the Red Cross and OSHA will provide information, guidance and access to training resources on health and safety topics including emergency preparedness, disease prevention and first aid in the workplace.

More information about the alliance including free tools and resources are available on <u>osha.gov/dcsp/alliances/red\_cross/red\_cross.html</u>.



#### **RED CROSS REFRESHER CENTER**

The Red Cross Refresher Center helps your course participants maintain the knowledge and skills learned during first aid, CPR and AED training courses. Participants are challenged with interactive quizzes, games, learning activities, videos and more to keep their skills fresh between certifications. The Refresher Center is available at <u>redcrossrefresher.com</u>.

#### AMERICAN RED CROSS SCIENTIFIC ADVISORY COUNCIL

In late 1998, the Red Cross formed an independent panel of nationally recognized health and safety experts known as the Scientific Advisory Council. Drawing on a body of collective expertise from such diverse fields as emergency medicine, occupational health, sports medicine, school health, emergency medical services (EMS) response and disaster mobilization, the Council helps to establish the standard in first aid care. It also advises the Red Cross in areas related to the development and dissemination of audience-appropriate information and training in first aid and safety. A list of council members and scientific advisory statements is available on redcross.org/instructorscorner.

### PUT EXPERT ADVICE IN YOUR HAND

Red Cross has developed a suite of FREE apps. Enforce classroom first aid lessons by testing your knowledge with interactive quizzes about First Aid and learn how to stay safe before, during and after Wildfires, Hurricanes, Earthquakes and Tornadoes. These apps can be downloaded from **iTunes** or **Google Play**. Please encourage your students to take advantage of these free tools!



**First Aid:** Follow the simple step-by-step instructions to guide you through everyday first aid scenarios. It is fully integrated with 9-1-1 so you can call EMS from the app at any time. Videos and animations make learning first aid fun and easy. The content is preloaded which means you have instant access to all safety information at anytime, even without reception or an Internet connection.



**Swim:** Get the most out of Red Cross swim lessons with the Swim App. Created as a companion to the newly-updated Learn-to-Swim program (including Preschool Aquatics), this app will help you keep your swimmer motivated, while providing you the latest in water safety guidance to help ensure your family stays safe in, on and around the water.



**Pet First Aid:** Take care of your furry family member. The American Red Cross Pet First Aid app puts veterinary advice for everyday emergencies in the palm of your hand. Get the app and be prepared to act when called upon. With videos, interactive quizzes and simple step-by-step advice it's never been easier to know Pet First Aid.





**Wildfires:** Get notified about active wildfires, as well as fire weather warnings, prepare your family, home and pets, let loved ones know that you are safe even if the power is out–a must have for anyone who lives in an area that is susceptible to wildfires or has loved ones that do.



**Hurricanes:** Be ready for severe weather with Hurricane by American Red Cross. Monitor conditions in your area or throughout the storm track, prepare your family and home, find help and let others know you are safe even if the power is out–a must have for anyone who lives in an area where a hurricane may strike or has loved ones who do.



**Earthquakes:** Be ready for an earthquake with Earthquake by American Red Cross. Get notified when an earthquake occurs, prepare your family and home, find help and let others know you are safe even if the power is out–a must have for anyone who lives in an earthquake-prone area or has loved ones who do.



**Tornadoes:** Tornados are one of nature's most destructive forces-they're capable of producing winds over 150 miles an hour and they present a hazard to every single state. With the official American Red Cross Tornado App, you can have the tools and information for tornado safety in the palm of your hand.



**Flood:** Get your family and home ready for a flood. The American Red Cross Flood app is the complete solution you need to understand and prepare for flooding and all that comes with it. With interactive quizzes and simple step-by-step advice it's never been easier to be ready! Ahora disponible en español.