



Authorized Provider Agreement

This **Authorized Provider Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and **Webb County Head Start** (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 Red Cross certified instructors ("Instructors") to license Red Cross training materials for the AP's use in the instruction of Red Cross training courses specified in Appendix B ("Courses") within AP's organization.

- 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. Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix C.
 - 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 payment of 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 understands and acknowledges it is the responsibility of the AP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as 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 does not abide by the terms of this Agreement or the Policies.



3.3. The following 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 Appendix B.

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 billing@redcross.org 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 pursuant to Section 3.

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 Appendix A.

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.

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. **Entire Agreement.** 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. **Amendments.** This Agreement may only be amended or modified by the Parties in writing.
- 7.3. **Severability.** 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. **Independent Contractors.** 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. **Assignment and Subcontracting.** This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6. **Dispute Resolution.** 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. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, provided, however, a dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, shall not be subject to the provisions in this Section related to arbitration. The place of arbitration will be Washington, D.C. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The award of the arbitrators shall be accompanied by a written opinion setting forth the rationale for the decision. The panel may not award punitive or exemplary damages. The decision will be final and binding. Judgment upon the panel's award may be entered by any court of competent jurisdiction.
- 7.7. **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

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: Webb County Head Start	The American National Red Cross
Customer Signature:	Red Cross Signature: <i>Michael Creevan</i>
Name: Aliza Oliveros	Name: Michael Creevan
Title:	Title: Rep IV, Sales
Date:	Date: 2/3/2016

**Authorized Provider Agreement
Appendix A – Contact Information****Customer Information**Customer: **Webb County Head Start**Customer Address: **2802 Mcdonnal
Lardeo, TX 78040**

Customer Fax: _____

Organization ID: **43746WEBBCO-430**Customer Contact: **Ana Huerta**Customer Contact Email: **amhuerta@webbcountytx.gov**Customer Contact Phone: **(956) 722-6571**

Extension: _____

Billing Contact Name: **Ana Huerta**Billing Contact Phone: **(956) 722-6571**

Extension: _____

Billing Contact Email: **amhuerta@webbcountytx.gov**Customer Billing Address : **PO Box 2397
Lardeo, TX 78040****Red Cross Contact Information**Name: **Michael Creevan**Phone: **(210) 238-9825**

Ext.: _____

Email:

michael.creevan@redcross.orgLegal Notice to be delivered to your Red Cross Representative with a copy to The American National Red Cross,
Office of the General Counsel at 2025 E St NW, Washington, DC 20006.



Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSFA406	Adult and Child CPR/First Aid	400.00	\$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 www.RedCrossStore.org.

Method of Payment

Preferred Payment type

Red Cross PO#

Invoice

WebbCountyHeadStart0915

400
 x 27

 \$10,800.00



**Authorized Provider Agreement
Appendix C – AP Instructors**

Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

Instructor Name	Learning Center Username	Email Address and Phone	Current Instructor Certification(s)
Example: <i>Sally Safety</i>	<i>sallysafety@redcross.org</i>	<i>sallysafety@redcross.org</i> <i>202.303.0000</i>	<i>First Aid/CPR/AED Instructor</i> <i>Babysitter's Training Instructor</i>
Maria Tamez	aztamez@webbcountytx.gov	Email: aztamez@webbcountytx.gov Phone:	
Ruby Negrete	rnegrete@webbcountytx.gov	Email: rnegrete@webbcountytx.gov Phone:	
Ana M. Huerta	amhuerta@webbcountytx.gov	amhuerta@webbcountytx.gov	
Maria C. Jalomo	sierravista@yahoo.com	sierravista@yahoo.com	
Leticia Mendoza	lmendoza@webbcountytx.gov	Email: lmendoza@webbcountytx.gov v Phone:	
Irma Cruz	lcruz@webbcountytx.gov	Email: lcruz@webbcountytx.gov Phone:	
Patricia Vela	pvela@webbcountytx.gov	Email: pvela@webbcountytx.gov Phone:	
Linda Payle	lpayle@webbcountytx.gov v	Email: lpayle@webbcountytx.gov Phone:	
Leticia Zavala	lzavala@webbcountytx.gov	Email: lzavala@webbcountytx.gov Phone:	



Belen Cisneros	<u>bcisneros@webbcountytx.gov</u>	Email: <u>bcisneros@webbcountytx.gov</u> v Phone:	
Laura Guzman	<u>LGuzman@webbcountytx.gov</u>		

If there are additional instructors, please complete Addendum to Appendix C for AP and LTP Agreements.

0 Addenda Attached



Authorized Provider Agreement

Appendix D – 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: sally.safety@abc.com Phone: 800-555-1212	<i>Regional Distribution Center</i>	ABC1231542
Name: Webb County Head Start Address: 5904 West Drive Suite #7 Laredo TX 78949 Contact: Ana Huerta Email: amhuerta@webbcountytx.gov Phone: (956) 722-6571	Relationship: Signatory	Organization ID: 43746WEBBCO-430
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:

If there are additional entities/locations, please complete Addendum to Appendix D for AP and LTP Agreements.

0 Addenda Attached



**American
Red Cross**

**Preparedness and Health and Safety Services
Authorized Provider Agreement**

**Authorized Provider Agreement
Appendix E – Red Cross Intellectual Property (IP)**

AMERICAN RED CROSS WORD MARK

**American
Red Cross**

American Red Cross

(Use of the word mark must be consistent with the American Red Cross Brand Standards guidelines, which may be updated from time to time.)

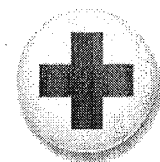
AMERICAN RED CROSS EMBLEM



**American
Red Cross**



American Red Cross



**American
Red Cross**

(Use of the logo must be consistent with the Brand Standards guidelines, available at www.redcross.org/brand which may be updated from time to time.)



**American
Red Cross**

Authorized Provider

RESOURCE GUIDE



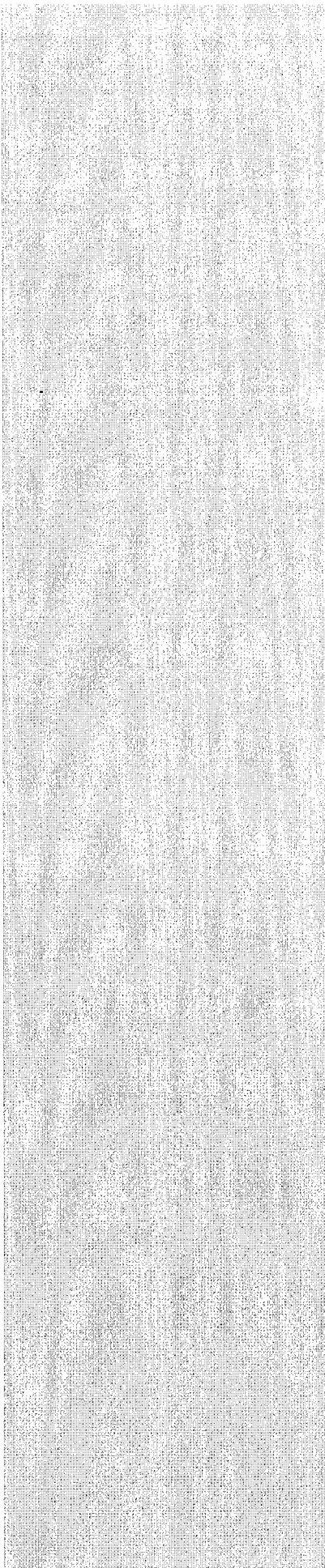


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WELCOME

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 quarterly 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.



**American
Red Cross**

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.



**American
Red Cross**

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 around-the-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

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, Krames StayWell.
- Enter course records in Saba or download course record forms complete them electronically and then e-mail them to the Training Support Center at support@redcrosstraining.org to expedite the student certification process.
- Marketing and Promotional Materials—Download marketing tools to promote your Red Cross courses and programs.

Visit Instructor's Corner at redcross.org/instructorscorner or call (800) 667-2968.

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-REDCROSS or by e-mail at support@redcrosstraining.org.

The hours of operation for the training support center are:

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

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
- 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 course 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

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
- 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.



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**.



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

SUPPORTING INSTRUCTOR TRAINER DEVELOPMENT

To maintain its reputation of providing the highest quality health and safety training available, the American Red Cross relies on identifying potential candidates to become instructor trainers. An instructor trainer candidate (ITC) is an experienced Red Cross instructor who has entered into training to become an instructor trainer (IT). Instructor trainers are certified by the Red Cross to conduct instructor courses and train new instructors. If your organization has a need to train instructors, you may want to inquire about developing an instructor trainer for your organization.

The process to train instructor trainer candidates has been designed to be flexible enough to take into consideration the knowledge and experience a candidate possesses upon acceptance into the program. Training time may vary based on a candidate's knowledge and experience and the course(s) a candidate may wish to teach. The training ensures that an instructor trainer will serve as an effective representative of the Red Cross and will abide by the standards, policies and procedures of the organization. Candidates completing this process are then able to train individuals as instructors and help increase the reach of Red Cross health and safety training programs.



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 at classes.redcross.org/Saba/Web/Main If you have difficulty logging into the Learning Center, you may call 1-800-RED-CROSS.

COURSE PLANNING

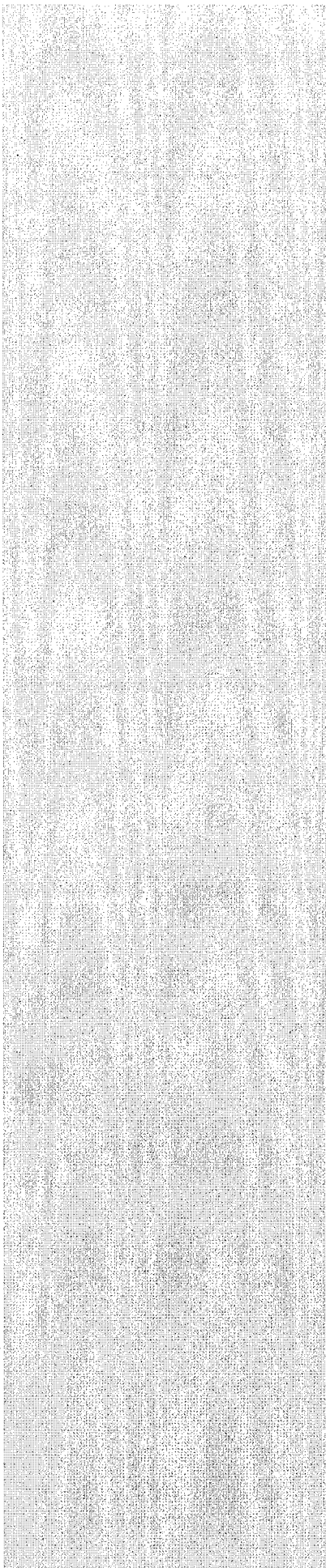
Since you are a valued customer of the American Red Cross, we want to ensure that the training you conduct is fully supported. To that end, course planning is critical. As a general rule, Authorized Providers should notify the Red Cross of course dates and times prior to the scheduled start of the course. 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 at classes.redcross.org/Saba/Web/Main. A **job aide** and **demonstration** is 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. When the training is submitted electronically in the Learning Center, the instructor is able to print certificates after the course has been approved by the Red Cross. You may also request certificates be mailed to the instructor.

Instructors can also submit a *Course Record* or a program activity report electronically by e-mail at support@redcrosstraining.org. 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 **Prepayment Request Form** 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 - The American Red Cross will only invoice for course fees *greater than \$500 per class*.**
 - Authorized Providers whose per course fees are more than \$500 per class and have an excellent payment history with the American Red Cross will be considered for invoicing. If you meet both requirements you may complete a Credit Approval Request Form and return it to your Red Cross representative. Your representative will discuss next steps with you once they have processed your application.
 - If your course fees do not meet the minimum \$500 per class and your agency is required by state or federal regulation to receive an invoice to process payment you may request an exception. Please contact your Red Cross representative to discuss alternatives. 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. Equipment and supplies can be purchased at redcrossstore.org, redcross.org/instructorscorner and shopstaywell.com.



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 redcross.org/brand 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



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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.



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. An [ADA resource guide](#) is available to instructors who conduct American Red Cross training courses.

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. However, if a third-party instructor wishes to volunteer to teach courses for the Red Cross or wishes to become a paid employee for the Red Cross, the Red Cross will conduct the appropriate checks outlined in its standard guidelines.

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 [osha.gov/dcsp/alliances/red cross/red cross.html](http://osha.gov/dcsp/alliances/red%20cross/red%20cross.html).



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RED CROSS REFRESHER CENTER

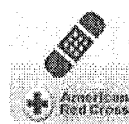
The Red Cross Refresher Center helps your course participants maintain the knowledge and skills learned during first aid, CPR and AED training courses. Participants are challenged with interactive quizzes, games, learning activities, videos and more to keep their skills fresh between certifications.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

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.



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.



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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: Tornadoes 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.
