**BEGIN CPR AFFILIATE INSTRUCTOR AGREEMENT**

This **AFFILIATE INSTRUCTOR AGREEMENT** (the “***Agreement***”) is made and entered into effective as of the       day of                                  , 20        (the “***Effective Date***”) by and between BEGIN CPR, 1890 San Pablo Avenue, Suite 2, Pinole, CA 94564 ***TS,*** *Training site of Prime Medical Training*”),\* AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with an address OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“***Affiliate Instructor***”).  Together **TS** and Affiliate Instructor shall be referred to as the “***Parties”***

***\*This agreement is not between the Affiliate Instructor and Prime Medical, however, should the Affiliate Instructor later decide to affiliate with Prime Medical Training, Affiliate Instructor must complete a form specially written for affiliation with Prime Medical training.***

**RECITALS:**

**WHEREAS**, BeginCPR (TS) is an authorized American Heart Association (AHA) Training Site, under Prime Medical Training Center \*(TC); and

**WHEREAS**, from time to time, TS enters into Agreement with organizations who desire to be an Affiliate Instructor; and

**WHEREAS**, TS desires to allow Affiliate Instructor to function as an instructor in a business function, in accordance with the terms and conditions of this Agreement and any Addendum attached to this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AHA POLICIES** Affiliate Instructor acknowledges they have read and understand the AHA’s Program Administration Manual (PAM), and will ensure that their conduct conforms to the applicable Instructor Manuals and PAM. The Affiliate Instructor also meets or exceeds TC’s specific policies on Decontamination, Quality Assurance, and Dispute Resolution listed in the Addendum.

**CONDUCTING COURSES**

Courses taught in an instructor’s residence must adhere to the ‘Training in Residence Guidelines’ or receive prior written consent with the exception of teaching family or friends.

Affiliate Instructor will ensure the appearance of their instructors are appropriate to the classroom environment, but always maintain a professional appearance. BeginCPR should be contacted immediately if any conflicts or problems arise during a class (510-221-9331)

**COSTS AND FEES.**

The Affiliate will be charged by TS a per card fee of:

|  |  |
| --- | --- |
| BLS Provider | $10 |
| Heartsaver | $25 |
| Hertsaver K12 | $10 |
| ACLS | $15 |

Card rates are subject to change at time of renewals or in response to any price increases by the AHA.

An annual fee of $100 per discipline is due on January 1st of each year. The Instructor Affliate Instructor cannot have any instructor under them.

**PAYMENT.** Affliate Instructor shall pay any and all costs via credit card. Cards will be transferred to the Instructor’s Inventory upon receipt of order and payment. Cards maybe ordered online or by phone. If by phone, an invoice will be generated, cards will be issued upon payment of Invoice.

**AFFILIATE INSTRUCTOR RESPONSIBILITIES**

The Affiliate Instructor is responsible for maintaining all course

Affiliate Instructor is responsible for distributing course cards to their students within 7 days of course completion.

**QUALITY ASSURANCE**

Affiliate Instructor may be subject to the following:

Reporting total number of cards in inventory by discipline per quarter.

Reporting total number of students trained in each discipline per quarter.

Reporting any instructors with a Course Quality Score below 85% and more than 30 evaluations. And submitting a unique remediation plan for each of these instructors.

Affiliate Instructor will be held responsible for submitting to the TC any statistical data, course records, or instructor records requested within 48 hours.

TS may visit the Affiliate Instructor at any time to inspect rosters, instructor files, and equipment; as well as to monitor any course with or without advance notice.

**TERMS**

Affiliate Instructor acknowledges and agrees that this Agreement is personal to the Parties hereto and may not be assigned or delegated to a third party without TS’s prior written consent.

TS has the right to modify or replace any part of the Agreement.

Affiliate Instructor is and shall act as an independent entity of TS, and agrees that it shall not represent to any third party that Affiliate Instructor is anything other than an independent entity working with TS

TS or Affiliate Instructor may terminate Agreement at any time and for any reason

If Agreement is terminated, Affiliate Instructor agrees to cooperate and provide any information requested by TS in connection to the Agreement including all undistributed cards, course rosters, and Affiliate Instructor files shall be delivered to TC within 10-days of the termination/expiration date. In the result of a terminated Agreement, returned cards will be refunded up to $500.

During the Term of this Agreement and for 2 years after this Agreement, Affiliate Instructor agrees to not

Share confidential information such as TS’s business processes, pricing information, and general know-how

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Directly or indirectly take any action to solicit or divert any of BeginCPR business (or potential business).

**IN WITNESS WHEREOF,** the Parties, by and through their duly authorized representatives, have executed this Agreement as of the Effective Date of this Agreement.

**TRAINING SITE**:                                                   **AFFLIATE INSTRUCTOR:**

**BeginCPR** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*Legal Name of Business*)

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: 1890 San Pablo Avenue, Suite 2 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pinole, CA 94564

**Addendum A**

**Quality Assurance, Decontamination, and Dispute Resolution Policies**

Managing Records

Affliate Instructor will maintain files or records for 3 years.

Original Affliate Instructor Agreement, Quality Assurance Issues, Quality Assurance Response, AHA Course Agendas per discipline, Course Files, Policies and Procedures

Affliate Instructor will maintain individual files per instructor

Instructor Course: Instructor Contract, Dispute Resolution, Instructor Application, Online Instructor Course Certificate, Discipline card associated with instructor course, Instructor monitoring, Instructor Exam Answer Sheet, Skills assessment.

Ongoing Documentation: Contact info, Renewal Checklist, Monitoring, Guidelines Updates, Course History Summary, Course Evaluation summary, Possessed equipment, Notice of Teaching Activity, Records transfer requests.

Transferred records will remain on file for 3 years with original Affliate Instructor.

Transfer requests will be honored within 30 days of receipt.

Equipment/Manikin maintenance and decontamination

Every class will have disinfected manikins, pocket masks, one way valves, new face shields, new manikin lungs, and then reusable clean first aid supplies.

Anti-bacterial wipes will be used after every class on the aforementioned equipment. One-way valves are washed in water/bleach solution. If disposable, will be replaced each class.

Any equipment that has reached an age limitation will be replaced and removed from service.

Any equipment that has mechanical errors that prevent(s) accurate skills being assessed will be removed from service until repaired or replaced.

Quality Assurance

Quality Assurance, Instructors

All instructors will be monitored once every 2 years as part of their certification renewal. In addition, each instructor will perform discipline specific skills and take relevant written tests within each discipline.

Instructor monitoring will be performed using their own equipment, location, clients, etc.

Any instructor that fails a monitoring will be remediated, attend and observe another instructor teaching, then have a second monitoring.

Instructors are monitored utilizing the current AHA Instructor monitoring form. Initial monitoring will have entire class reviewed. Renewals will have a minimum 1-hour reviewed. If video recording, minimum of 30 minutes required.

Instructor must have proof of 4 classes taught, 2 in each year, to be eligible for monitoring.

TCF are selected by either the Affliate Instructor or Associate Affliate Instructor as well as Site Coordinators. TCF are explained their role(s) within a 1 on 1 appointment, but are to mentor instructors, perform renewal monitoring, and hold 1 instructor course per year.

Dispute Resolution

TC is responsible for managing and resolving all disputes, complaints, or problems that arise from a course by an Instructor employed by or aligned with TC

The American Heart Association (AHA) is not responsible for the day-to-day operations of TC or its business practices and will not become involved in resolution of any disputes, complaints, or problems arising from courses taught by Prime Medical Training with the exception of disputes, complaints, or problems that involve:

AHA Course content/curriculum

AHA Instructor quality assurance

AHA policies and procedures

AHA science issues

AHA Agreement and program guidelines

The AHA will consider only issues involving these types of matters. If, after diligent efforts, TC, Inc is unable to resolve any of these issues, TC must report the dispute, complaint, or problem to the AHA, and follow the dispute resolution policy as in the most current ECC Program Administration Manual. However, this does not diminish the responsibility of TC for its employees or Instructors teaching AHA courses offered through or processed by Prime Medical Training.

Course Files

Completed course rosters, course evaluation summaries, original evaluations (if problem with the course), documentation related to dispute resolution, failed student written tests and skills sheets, evidence of use of the AHA fee disclaimer, and for online training the skills sheet, online course completion certificate, and roster.

Certification Cards

The TC only uses eCards for issuing certifications to students that successfully passed

Certification cards are dispensed in no more than 7 days after course completion.

Written Course Exams

Only current AHA exams issued by the AHA are utilized for AHA courses. These are stored electronically by the TC. Training sites will also maintain them as hard copies at their secured locations.

AHA Course Implementation

Delivery of AHA courses will abide by the most recent version of the PAM as well as the relevant course instructor manuals.

Student Manuals

Each student will receive the current appropriate course manual available for use before, during and after the course.