



CPR AED Safety Education  
"Just in C.A.S.E"

## 2021 Instructor/Contractor Agreement

**Purpose:** To set forth the terms and conditions of your engagement as an Instructor and/or contractor with CPR AED & Safety Education (hereafter referred to as CASE), an approved Community Training Center of the American Heart Association (hereafter referred to as AHA).

**Effective Date:** Agreement will become effective upon your signature or other electronic acceptance hereto (such date this Agreement becomes effective, the "*Effective Date*"). To the extent you and CASE previously entered into an agreement to your relationship as an Instructor (a "*Prior Agreement*"), your entry into this Agreement is a condition to the continuation of your relationship with CASE and we agree that the engagement under the Prior Agreement shall end as of your acceptance of this Agreement (and the terms of the Prior Agreement will govern the parties' obligations to each other for the period prior to the Effective Date) and this Agreement shall govern your engagement from and after the Effective Date.

**Independent Contractor:** You agree that you are acting as an independent contractor and not as an employee, partner, joint venture, or agent of CASE. Neither party will make any representation to any person or entity in contravention of this provision. You shall be free to determine how to accomplish what is required by the terms hereof, including the means and methods by which the instruction is provided, save as limited by AHA policies and procedures. As an independent contractor you shall be responsible for all tax liabilities pursuant to this engagement and for all health insurance, unemployment insurance, liability, and other personal expenses. You will receive no benefits from CASE save and except, if contracted to perform services directly for CASE, agreed teaching honorarium and/or reimbursement of agreed direct expenses. If for any reason it is determined that you are not an independent contractor, to the maximum extent permitted by law, you hereby waive any rights under all health, welfare or other benefit plans of CASE and its affiliates.

**Authorization to Teach:** All AHA courses are required to be sponsored by an approved AHA Community Training Center (CTC) and are to be taught by a certified AHA Instructor of the appropriate discipline. Parties agree that the Training Center Coordinator (TCC) of CASE reserves the right to approve or withhold approval of all courses. Instructor will not coordinate or teach an AHA course unless approved by a TCC of an approved AHA CTC. CASE also reserves the right to revoke an instructor's alignment with CASE and report said revocation with explanation to the AHA National office who may or may not revoke the instructor's teaching certification.

**Entrepreneurial Courses:** Instructors must request pre-approval of conducting any course at least 5 business days prior to the scheduled course date. All courses must be pre-approved by the CASE Training Center Coordinator or their designee. Failure to obtain approval may result in CASE not issuing cards to students. Entrepreneurial Instructors agree to abide by All AHA and Training Center policies and curriculum.

### THOSE CONTRACTED TO TEACH DIRECTLY FOR CPR AED AND SAFETY EDUCATION

**No Employment Contract** Nothing in this Agreement shall be construed to create a contract of employment, either express or implied-in-fact, for any fixed term or requiring cause for termination.

**Major Responsibilities:** Your primary responsibilities will be those normally associated with the position of Instructor, including but not limited to on-site client visits, instructive training sessions and demonstration of health and safety skills, particularly regarding CPR and the use of AED's. Further duties may be pre-arranged and contracted for. CASE expects that you will perform your assigned duties to the best of your ability and faithfully observe your professional obligations.

**Compensation:** You agree to invoice CASE for services at the agreed upon honorarium for services provided. Said invoice shall outline the services provided, the date(s) of services, and amount due. The Instructor acknowledges that if he/she invoices CASE for more than \$600 in a tax year, he/she will be provided a Federal IRS Form 1099. Further, the instructor acknowledges that all payments

he/she receive are reported to the IRS. The instructor agrees to maintain an accurate and current copy of an IRS W-4 form on file with CASE.

**Reimbursements:** You may be reimbursed for pre-approved reasonable, necessary, and properly documented business and travel expenses directly incurred for the purpose of conducting CASE's business. CASE will not be responsible for your general overhead expenses such as rent and monthly wireless charges.

**Conflicting Activities:** While engaged by CASE under contract, you may not engage in any other activities, including working as an employee or consultant of another organization, subject to any confidentiality, non-solicitation, or similar obligations you owe to CASE and/or its affiliates.

**Confidentiality:** Except as herein provided, Contractor agrees that during and after termination of his engagement with CASE, he/she (i) will keep Confidential Information (as defined below) confidential and shall not directly or indirectly, use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without CASE's prior written consent; (ii) will refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information; and (iii) will follow recommendations made by the Board of Managers, officers or managers of CASE from time to time regarding Confidential Information. **"Confidential Information"** includes but is not limited to inventions, trade secrets, confidential information, knowledge or data of CASE, or any of its clients, customers, consultants, members, shareholders, licensees, licensors, vendors or affiliates, that Contractor may produce, obtain or otherwise acquire or have access to during the course of his engagement with CASE (whether before or after the date of this Agreement), including but not limited to: business plans, records, and affairs; customer files and lists; special customer matters; sales practices; methods and techniques; merchandising concepts, strategies and plans; sources of supply and vendors; special business relationships with vendors, agents, and brokers; promotional materials and information; financial matters; mergers; acquisitions; equipment, technologies and processes; selective personnel matters; inventions; developments; product specifications; procedures; pricing information; intellectual property; know-how; technical data; software programs; algorithms; operations and production costs; processes; designs; formulas; ideas; plans; devices; materials; and other similar matters which are confidential. All Confidential Information and all tangible materials containing Confidential Information are and shall remain the sole property of CASE.

**Limitation:** Contractor will have no obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of Contractor's obligations to CASE or by breach of another person's or entity's confidentiality obligations, or (iii) is shown by documentary evidence to have been known by Contractor prior to disclosure to Contractor by CASE.

**Third Party Information:** Contractor recognizes that CASE may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on CASE's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes CASE and such third parties, during Contractor's engagement by CASE and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, CASE's agreement with such third party.

**Return of Confidential Material:** In the event of termination of Contractor's engagement with CASE for any reason whatsoever, Contractor agrees promptly to surrender and deliver to CASE all records, materials, equipment, drawings, documents and data of any nature pertaining to any Confidential Information or to his engagement, and Contractor will not retain or take with him any tangible materials or electronically stored data, containing or pertaining to any Confidential Information that Contractor may produce, acquire or obtain access to during the course of his engagement.

**General Course Requirements:** When contracted to instruct courses on behalf of CASE, the following provisions are assumed to be included in contracted services unless otherwise agreed by both parties:

1. Arrival to course:
  - a. Offsite courses: 30 minutes prior to advertised course start time.
  - b. Onsite courses: 15 minutes prior to advertised course start time.
2. Upon arrival, call the Course Coordinator at 301-681-4300 to confirm arrival time and receive last minute instructions or course changes including additional students.
3. At 5 minutes prior to class, if applicable and available, attempt to contact preregistered students who have not arrived

yet to confirm their intent to attend class.

4. At the advertised course start time, call the Course Coordinator at 301-681-4300 to report student attendance and receive any updates for late arriving students.
5. Leave your cell phone on during the class so that the Course Coordinator may reach you for important information.
6. At the end of the class, prior to cleanup, call the Course Coordinator at 301-681-4300. Report any important information to the Course Coordinator regarding the class including missing or low supplies and broken equipment. The Course Coordinator may also convey information related to collection of payment.
7. All courses scheduled onsite are expected to have the online class record data completed, paperwork scanned and uploaded by the instructor prior to leaving. Offsite courses paperwork and online class record should be completed as soon as possible. Scanning will be coordinated by the Course Director and you will be provided directions.

## **ALL INSTRUCTORS**

**Instructor Qualities:** Instructor recognizes that when teaching courses sponsored by CASE, there is always an expectation of professionalism and decorum. Instructors are expected to possess and portray qualities that include, but are not limited to, the following:

1. A neat, clean, and professional presence
2. Instructor attire shall be:
  - Pants of either khaki or black in color that cover at least 2/3rds of the leg (no shorts but capris are acceptable) and care must be taken to ensure that undergarments are not exposed.
  - Those under contract directly to CPR AED and Safety Education may wear a CASE imprinted shirt if provided.
  - Shirts must have sleeves, shall not have plunging necklines, and midriffs must be covered.
  - Tattoos on the arms and legs shall be covered.
  - Shoes must be full sole and enclosed (no open toes)
3. Comprehensive knowledge of course content and demonstration of expert course skills
4. Responsibility to client time constraints and special needs
5. Resourcefulness and positive adaptability to unexpected events
6. Ability to engage the student with energy and enthusiasm.
7. Refrain from vulgar and inappropriate language and innuendo.

**Entrepreneurial and Training Site client relationship management:** Instructors and Training Sites are responsible for the management of their own clients. It is the responsibility of the Instructor/Training Site to provide contact information to clients directing questions and concerns to the Entrepreneurial Instructor or Training Site. At no time shall clients be directed to contact CASE for issues related to registration, cards, or recertification. Clients who contact CASE for previous instructor information for renewal courses will instead be referred to CASE courses.

**Visitors to CASE property or Clients:** Instructors shall not bring any visitor or family member into CASE offices or to a client's location, without approval by CASE.

**Professional Liability Insurance:** You agree to obtain a Professional Liability Insurance coverage (Errors and Omissions Insurance) for the instruction of CPR at your own expense and provide evidence of coverage to CASE. Instructors who have lapsed insurance or who are not covered by a third party (such as an employer), will have their AHA affiliation with CASE canceled.

**Electronic Communications:** You consent to receive communications from CASE electronically. CASE will communicate with you by email or by posting notices on a Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that we may send email to you for the purpose of advising you of changes or additions to the Website or for such other purposes as we deem appropriate. You also agree that you will notify CASE of any changes in email address or other contact information within 10 days of said changes.

**AHA Rules and Curriculum:** You agree to abide by all AHA rules as outlined in the current edition of the AHA ECC Program Administration Manual (PAM) or any other documentation or communication. This includes but is not limited to:

1. Possess your own personal copy of the appropriate Instructor Manual and Student Workbook/Manual for the specific courses that you will teach.
2. Teach according to all AHA course curriculums as outlined by the appropriate course Instructor Manual.
3. Maintain instructor and manikin to student ratios as outlined in Instructor Manuals.
4. Only advertise course lengths that are consistent with AHA listed course agendas.
5. Properly clean and sanitize manikins and/or replace lungs as directed by the appropriate manikin manufacture.
6. Every student must currently own or be issued their personal copy of the provider manual for the course they are being taught.
7. Cards must be issued within 20 business days after course completion.
8. The appropriate AHA skills check off sheet must be completed for each student concurrently as student demonstrates their skills.
9. Each student must be provided a course evaluation and a copy of said evaluation must be returned to CASE.
10. Each student will have their own book before, during, and after the class.
11. Instructors must request exam URL's for the expected number of students prior to the scheduled course. Instructors must destroy unused URLs to ensure they are not used accidentally. Under no circumstances shall an exam be issued to anyone who is not a student in the instructor's course. Distribution of exam URLs to non-students is considered a compromise of exam security and instructors will be suspended immediately pending investigation by the AHA Office of Compliance.

**Training Center Requirements:** To maintain alignment with CASE CTC, you agree to complete the following:

1. Meet all other requirements of this agreement and follow all rules of the American Heart Association.
2. To teach a minimum per year as outlined below (January 1 to December 31st):
  1. **BLS Instructor-** At least 2 classes of that can include a HS AED, Blended Learning HS AED, BLS renewal, or BLS initial courses, or Heart Code BLS. At least one of the courses must be a BLS course. In addition, Instructors must teach a minimum of 15 students per year.
  2. **HS Instructor-** At least 2 classes of that can include a HS AED or Blended Learning HS AED. In addition, Instructors must teach a minimum of 15 students per year.
  3. **ACLS Instructor-** 3 full teaching days per year (ACLS update = one day; ACLS two-day provider = two days)
  4. **PALS Instructor-** 3 full teaching days per year (PALS update = one day; ACLS two-day provider = two days). A PEARS course may count only one of the minimum teaching days per year.
  5. Instructors with multiple disciplines-shall work with the Training Center Coordinator to develop an approved teaching plan that ensures competency and currency in teaching.
3. You must be monitored teaching a course at least once per 2 years per each discipline that you are qualified to teach. The responsibility to arrange course monitoring lays with the instructor. Special monitoring off site or outside of CASE scheduled courses will incur a fee of \$175 per monitoring for BLS Provider, Heartsaver CPR-only and Heartsaver First Aid-only courses. The monitoring fee is \$225 for Heartsaver CPR/First Aid combo courses. The instructor must arrange all monitoring with CASE staff and shall be completed by CASE appointed Training Center Faculty. CASE is not obligated to provide compensated teaching opportunities to accomplish course monitoring.
4. You must attend an **annual** update and skills evaluation as scheduled by the CASE Training Center. During these update sessions, you must pass provider skills to instructor proficiency for the appropriate disciplines that you teach. CASE reserves the right to charge a reasonable fee for said updates.
5. You must successfully complete any additional training or updates as assigned by CASE or the American Heart Association in the allotted time prescribed for said training and you must provide documentation to the CASE upon completion.
6. You must regularly access the AHA Instructor Network and review for revisions, additions or communications that are pertinent to the disciplines that you teach.

7. You must be familiar with the AHA Emergency Cardiovascular Care Guidelines for the skills and knowledge related to your teaching disciplines.
8. You must own your own copy and be familiar with the current Instructor Manual(s) for the disciplines that you teach.
9. Instructors that are not compliant with CASE and AHA or other teaching authority requirements will have their affiliation with CASE canceled.

**Non-competitive Requirements:** You acknowledge and agree that Confidential Information to which you may become aware of during your engagement with CASE will include information about CASE's employees, clients, customers, vendors and suppliers, which information has great financial, business, and other value to CASE, and that CASE has a right to preserve and protect. You therefore agree that during the period of this agreement and for one (1) year after the date of termination of such agreement with CASE for whatever reason, you will not induce, solicit, recruit, or encourage, either directly or indirectly, (i.) any employee or instructor of CASE to leave the employ of CASE, or (ii.) any client, customer, contractor, vendor, or supplier of CASE to cease doing business with CASE. Further, you will not disclose any information that, in good faith should be treated as confidential, including, but not limited to, information related to customer/contact lists, submission of proposals, business affairs, trade secrets, and hardware or software used by CASE or any client of CASE.

**Property:** Either as part of contractual services to CASE or for purposes of loaning or renting, Instructor may be issued supplies and property of CASE, and as such are to be maintained, and returned, in good, usable condition to CASE. At the discretion of CASE, the Instructor may be held responsible for replacement costs of items that are lost or damaged.

**Use of CASE Facilities:**

1. Use of CASE facilities shall be permitted only with approval by the CASE proprietor or CASE Training Center Coordinator or their approved representative.
2. Use of the facilities constitutes agreement by the instructor to the following:
  - a. All items will be returned to their proper storage location upon completion of use.
  - b. When it is noted that supplies are exhausted or about to be exhausted, it shall be reported to the coordinator on call immediately.
  - c. All used items shall be cleaned, and manikin lungs replaced, if appropriate
  - d. Used pocket face masks and used Laerdal faces and their connectors shall be placed in the appropriate dirty bins.
  - e. All damaged or unusable items shall be reported to the coordinator on call immediately.
  - f. The instructor will call the coordinator on call upon arrival the CASE facility and just prior to leaving (two times)

**Liability:** You agree to hold CASE harmless to any bodily injury or damage or loss to property incurred because of your relationship with CASE. This shall be excluded in cases of willful negligence.

**Severability** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

**Successors and Assigns:** This Agreement will be binding upon Contractor's heirs, executors, administrators and other legal representatives and will be for the benefit of the CASE, its successors, and its assigns. Each parent or subsidiary of CASE is an intended third-party beneficiary of this Agreement with an independent right to enforce its terms against the Contractor.

**Termination:** Agreement may be terminated by written notification by either party and shall become effective immediately upon said notification except those provisions which apply beyond the end of this agreement.

**Miscellaneous:** This agreement is to be governed by Maryland law, without respect to Maryland's choice of law provisions. This agreement and any confidentiality or similar agreements with CASE in effect from time to time shall constitute the sole and entire agreement between you and CASE with respect to the subject of your engagement and supersede all prior or contemporaneous agreements or negotiations on that subject; provided, that, notwithstanding the foregoing, to the extent applicable, any Prior Agreement will govern the terms of your engagement prior to the Effective Date and this agreement shall govern the terms of your

engagement from and after the Effective Date. Except as contemplated herein, this agreement may not be modified except in a writing signed by an officer of CASE and you. The unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provision of the agreement. This agreement may be executed in two or more counterparts, which together will constitute the entire agreement. A party's electronic signature or electronic acceptance of the terms of this agreement through any website or email shall have the same force and effect as an original signature delivered in person.

## 2021 Instructor/Contractor Agreement Acknowledgement and Agreement

Instructor Full Name: \_\_\_\_\_

I, the above-named individual, has received the document titled "2021 Instructor/Contractor Agreement". I further agree to the terms of the document titled "2021 Instructor/Contractor Agreement". I understand that upon affixing my signature and date below, the agreement becomes effective until said document is replaced, updated, or rescinded.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_