



SHELL CPR INSTRUCTOR CONTRACT

Name (Print): _____

Instructor Level: Heartsaver _____ BLS _____

I wish to align as an Instructor with ON THE GO CPR ID# TN20953 & PRIME MEDICAL TN20925 , recognized as an official American Heart Association (AHA) Training Center with a nationwide territory for the disciplines of BLS and Heartsaver. SHELL CPR,LLC IS AN OFFICAL TRAINING SITE FOR BOTH TRAINING CENTERS AND UPHOLDS THE SAME OBLIGATIONS AS THE TRAINING CENTER

1. Obligations of SHELL CPR. SHELL CPR agrees to provide the following services for the benefit of the instructor:
 - a. Maintain current AHA guidelines and information.
 - b. Provide policies and procedures that meet and/or exceed the requirements of AHA for courses and administrative requirements.
 - c. Conduct site visits and review of Instructor equipment, teaching materials, and instructors to ensure consistency with AHA requirements.
 - d. Report all training information required by the AHA.
 - e. Provide course completion cards, examinations, and instructional updates as required by the AHA.

Such services will extend to any AHA training courses conducted by the Instructor within the United States of America. Courses to be conducted outside of the United States must be pre-authorized by the AHA via notification to the Training Center. Please note pre-authorization for any courses to be conducted may be a lengthy process and may require the participation of an International Training Center. Three (3) months advance notice is suggested.

SHELL CPR, LLC
Is committed to and will provide equality of educational opportunity
for all persons regardless of race, sex, age, color, national origin,
ethnicity, creed, religion, disability, genetic information, sexual

orientation, gender identity, pregnancy, or veteran status.”

2. Obligations of Instructor:

- a. I understand as an AHA Instructor, I must teach the core curriculum established by the AHA and follow all AHA guidelines, the Program Administration Manual (PAM), and Training Center Policies.
- b. I accept the Training Center may revoke my Instructor privileges for any reason.
- c. I will forward completed course rosters, skills sheets, test answer sheets, and evaluations to my Training Center via our course management system, Enrollware. I will also maintain a file in which I will keep copies of the documents I submit to the Training Center for a minimum of 3 years
- d. In the event of a change of address and/or personal information, immediate notification will be sent via phone, electronically or by mail to the Training Center at: Training@onthegocpr.net
- e. I understand that my instructor status expires the last day of the expiration month printed on my instructor card. The renewal criteria to be met as set forth by the AHA:
 - Teach 4 AHA provider courses or 4 days of skills sessions within 2 years.
 - Be monitored by a Training Center Faculty member within the 2-year period.
 - Attend any required Instructor Renewal/Update Sessions
- f. I understand that if providing direct services to clients of SHELL CPR, LLC, I will not solicit my own services or act as a competitor.
- g. I understand that SHELL CPR, LLC reserves the right to terminate its relationship with any AHA Instructor who fails to honor any part of this Instructor Contract. I do understand and agree to abide by the aforementioned rule.
- h. Instructor will not provide training at levels beyond its designation by SHELL CPR.
- i. Instructor is recommended to maintain general liability insurance of not less than \$1 million in coverage with a deductible no less than \$25,000.



- j. Instructor must maintain and have access to current copies of the following:
- This Agreement;
 - AHA's Program Administration Manual ("PAM");
 - AHA Guidelines for CPR and ECC;
 - Instructor manual and instructor tool kit, including videos for each discipline the Instructor is authorized to teach; and
 - SHELL CPR's Dispute Resolution Policy.
- k. Instructor must also maintain the following in either paper or electronic format:
- AHA Skills Check Forms for each of its authorized disciplines;
 - Course Rosters;
 - Evaluation forms;
 - BLS student exam answer sheets; and
 - "Heartsaver" student exam answer sheets (if administered).
- l. Instructor must also maintain in a secure manner the current versions of the exams for each of its authorized disciplines. Exam must be safeguarded at all time to prevent compromise.
- m. Instructor is solely responsible for all equipment and materials associated with sponsored training courses and shall maintain, have access to and have present at all courses all equipment necessary for course instruction as outlined in the course lesson maps for the specific course(s) being taught.
- n. All equipment shall be clean (according to manufacturer recommendations), safe and maintained to remain in good working order.

Simulating the use of equipment during an AHA course without physically having the required training aid or device is strictly prohibited. Example: Simulating the use of an AED without having a physical AED training present or simulating breathing without actually putting breath into the manikin is unauthorized.

- o. All Instructor instructors must be currently certified and must receive SHELL CPR approved instructor renewal training, course updates, and instructor reviews. SHELL CPR recertification requirements may exceed those outlined in the AHA PAM. Instructors who are not certified through the Training Center may participate in the Instructor's courses but may not act as the primary course instructor.
- p. All courses must follow the time requirements and agenda found in the Instructor Manual for the specific curriculum. Training Center will use AHA's "My Courses" tool in developing its training courses.
- q. Disputes between Instructor and participants will be referred to SHELL CPR for



resolution. Instructor will bear all costs to SHELL CPR incurred as the result of disputes between Instructor and participants including without limitation, court costs, legal fees, document reproduction and travel.

3. Instructor is responsible for the following documentation of each course conducted:
 - a. Completed course roster;
 - b. Accurate agenda indicating any variations and instructor assignments;
 - c. Copies of written test answer sheets for each student (required for BLS and as needed for “Heartsaver” programs);
 - d. All applicable skills checkoff sheets for each student;
 - e. Manikin and equipment cleaning/disinfection records consistent with the manufacturer’s recommended procedures.
4. Record Keeping. All course records for the Instructor must be maintained for a minimum of three (3) years. Instructor is responsible for any additional record keeping requirements imposed by any governmental or accreditation agency. Upon termination of its affiliation with SHELL CPR for any reason, Instructor must provide ON THE GO CPR with copies of all of its records for the preceding three (3) years within thirty (30) days. SHELL CPR will have no obligation to facilitate transfer of any instructor certification in the event of Instructor’s failure to provide these records in a timely manner. All records must be maintained in electronic format (unless otherwise specified in this Agreement), sorted by date and type of course conducted. Instructor must provide to SHELL CPR any records requested within forty-eight (48) hours.
5. AHA Certification Cards.
 - a. Certification Cards (ECards) will be sold to the Instructor via license “Enrollware” software in advance of courses at a per card cost of as follows (which may be changed by SHELL CPR on 60 days’ notice):
 1. BLS Provider \$8.50;
 2. Heartsaver CPRAED First Aid, Heartsaver CPR AED,
 3. Heartsaver First Aid \$25.00;
 4. Heartsaver K12 \$8.50;
 5. ACLS PROVIDER CARDS \$25.00
 6. PALS PROVIDER CARDS \$25.00

- b. All authorized Instructors will utilize Enrollware to order Ecards from the Training Center.
- c. Replacement Ecards. A \$5.00 fee will be assessed upon all Ecards replacement request previously sent. all Replacement ECards will only be issued if ON THE GO CPR has been provided documentation of the holder's completion of initial or renewal training. Replacement ECards will not be issued for expired certifications. All replacement ECards will reflect the original date of certification.
- d. Instructor will issue cards to students within 24 hours of course completion.
- e. Instructor must pay with a credit card at the time of order unless other arrangements approved by SHELL CPR. All sales are final. No refunds will be made for orders received even if the AHA packaging is unopened

All Ecards have a minimum order quantity of 5 per order. E.g., 5 BLS, 5 Heartsaver with the exception of K12 Ecards etc. Ecards will be processed within 24 hours of order receipt through the TC Products Tab in Enrollware.

6. General.

- a. The term of this Agreement will begin on the day and date first above written and will continue until terminated upon five (5) days' written notice by either party. Notwithstanding the foregoing, SHELL CPR may terminate this Agreement immediately in the event the Instructor fails to perform its obligations as set forth in this Agreement and the PAM. In addition, this Agreement shall automatically terminate upon the termination of the Training Center Agreement between SHELL CPR and the AHA
- b. Instructor will indemnify and hold SHELL CPR harmless from any and all claims related to business practices, injuries/exposures or the use of the Instructor from any claim, liability, suit, cause of action or expense related to the use, by any of the trainees of any methods or techniques learned or taught during any course.
- c. Instructors are owners of their own business and have no contractual relationship with SHELL CPR, LLC outside of this contract.
- d. This Agreement is governed by the laws of the Tennessee.
- e. Each party agrees that it will not disparage the reputation or tarnish the goodwill of the other party.



- f. The terms of this contract may be changed by SHELL CPR by notice to Instructor in order to comply with AHA procedures protocols or requirements.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

INSTRUCTOR

BY: _____

TITLE: _____

PHONE#: _____

EMAIL: _____

SHELL CPR, LLC

BY: _____

TITLE: _____

PHONE#: _____

EMAIL: _____