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**American Red Cross  
Central New Jersey Region  
Information for Authorized Provider Agreement**

**Authorized Provider (AP):**

Company Name: Township of Union Public Schools  
Address: 2369 Morris Avenue, Union, NJ 07083  
Phone Number: 908-851-6411  
Fax Number: 908-964-4612  
E-mail Address: jdamato@twpunionschools.org

Company Representative (this individual is the person who is the decision maker at the company and has authority to sign a contract):

Title: James Damato  
Phone Number: 908-851-6411  
Fax Number: 908-964-4612  
E-mail: jdamato@twpunionschools.org

Chapter Affiliation: Westfield

A. **Courses:** [insert names of programs (e.g. First Aid/CPR/AED, Lifeguarding or Babysitter's Training...)]

B. **Equipment:**

I plan on renting the equipment needed for the courses

~~I own the equipment needed for the courses~~

Equipment
[insert equipment name here]

## INSTRUCTORS

Name	Contact Information including address, phone and mail	Home Chapter	Current Instructor Certification
Linda Ionta C#908-447-7315	Union High School 2350 N. Third Street Union, NJ 07083 W# 908-851-6508		
Shawn Paterno C#908-447-7316	Same as above		
Lucille Williams C#908-451-0816	Same as above		

## MULTIPLE FACILITY CONTACTS (all locations where courses will be conducted)

Facility Name and Address	Contact Name	Phone Number Fax Number E-mail Address
Township of Union Union High School 2350 N. Third Street Union, NJ 07083	Linda Ionta	W# 908-851-6508 F# 908-851-6517 lionta@twpunion publicschools.org

# American Red Cross

# Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") effective as of [Month, Day], 20[Year] ("Effective Date") is between

American Red Cross Central New Jersey Region  
(The "Chapter")

and

[Insert Name of Authorized Provider]  
(The "Authorized Provider" or "AP")

The Chapter is a unit of the American National Red Cross, a not-for-profit corporation chartered by an act of U.S. Congress, the principal place of business of which is located at 707 Alexander Road, Suite 101, Princeton NJ 08540, and among other things, provides first aid, CPR, aquatics, water safety, HIV/AIDS prevention education, mission-related caregiving and other health and safety education programs.

The principal place of business of the AP is located at [Insert AP's Principle Address];

The Chapter desires to work with the AP to provide American Red Cross training in the jurisdiction set forth in Section 4 below.

In consideration of the statements, terms and conditions contained within this Agreement, the Chapter and the AP (the "Parties"), intend to be bound by this Agreement and agree to the following:

## 1.0 Responsibilities of the Chapter:

The Chapter shall:

- 1.1 Support the health and safety education of the AP's employees, members, and/or clients in the AP's provision of American Red Cross training Courses ("Courses") at the fees set forth in Appendix A. The guaranteed AP fees set forth in Appendix A shall include record keeping, certificate approval processing, administration, promotional assistance, and support services ("AP Fee"). Any Additional Services ("Additional Services") may be available for additional fees as outlined in Appendix A. Fees in Appendix A may change pursuant Section 3.0.
- 1.2 Train all potential instructors from the AP to teach the Courses at the fees ("Training Fees") set forth in Appendix A so long as such instructors meet the American Red Cross training prerequisites. These potential instructors shall be certified as American Red Cross Health and Safety instructors upon successful completion of the training and upon signing an Agreement to teach the Courses. A complete list of the AP's instructors is set forth in Appendix B, which shall be unilaterally modified by the Chapter in the event instructors are added or deleted. Fees in Appendix A may change pursuant Section 3.0.
- 1.3 Upon request and depending on availability: (a) subject to Paragraph 2.10, use best efforts to provide the AP with equipment that the AP does not possess which is necessary for an instructor to provide the Course(s) as listed, and at the rental fees, set forth in Appendix A ("Equipment and Supplies"); and (b) provide the Course Materials ("Course Materials") and Instructor Materials ("Instructor Materials") as set forth in Appendix A. If the fees in Appendix A change the Chapter will notify the AP a minimum of 30 days prior to implementation. Fees in Appendix A may change pursuant Section 3.0.
- 1.4 Maintain all Course Records ("Course Record") provided to the Chapter by an instructor for a period of seven (7) years following the date of the Course.
- 1.5 Support and evaluate the instructors by providing them with the following: (a) Applicable policies and

procedures and any revisions or modifications thereto; (b) Upon expiration of an instructor's authorization, reauthorize such instructors so long as such instructors meet American Red Cross reauthorization requirements; and (c) Opportunities for volunteer and professional skill development with the Chapter.

- 1.6 Provide invoice to the Authorized Provider within 10 days unless otherwise specified in Appendix A, for the fees related to the Courses, equipment rental, and Course/Instructor Materials; Additional Services, training, and retraining of Course Participants ("Course Participants") as set forth in Paragraph 1.9 below.
- 1.7 Verify all instructor certifications and notify the AP in the event an instructor is no longer certified to teach Courses.
- 1.8 Throughout the term of this Agreement (as defined in Paragraph 5.1), maintain a close and ongoing supportive relationship with the AP and its instructors by contacting the AP a minimum of 4 times per year.
- 1.9 If during any phase of evaluation, the training conducted by an AP's instructor is found to be below minimum American Red Cross standards for that Course and the Chapter determines that retraining is required for the participants that attended the Course where training was found to be below minimum standards, the retraining will be conducted by the Chapter. The AP will be responsible for the cost of retraining as outlined in Paragraph 2.4. The Chapter will invoice the AP for the cost of the training at the amount equal to the published full service contract price or the training price minus the cost of books and materials the Course Participants may already have. The Chapter also reserves the right to suspend or withdraw the authorization of an instructor for due cause. Due cause generally means that the instructor does not or will not abide by the standards, policies, or procedures of the Red Cross and its programs or in some way abuses the position of a certified Red Cross instructor. Some examples follow here but are by no means exhaustive; each case is reviewed individually, taking into account all relevant circumstances. Examples are—
  - a. An instructor refuses to teach a nationally standardized Course according to the guidelines and Course requirements or is found to be deficient in either knowledge or performance skills.
  - b. An instructor falsifies records or provides false information to the Chapter.
  - c. An instructor consistently fails to communicate his or her teaching activity in an appropriate way to the Chapter (e.g., does not notify the Chapter when a Course is to be taught, does not process Course Record forms within 10 working days, and so forth).
  - d. An instructor exhibits behavior inconsistent with standards established and agreed to in the Instructor Agreement and expected of a Red Cross instructor, as indicated by repeated poor evaluations from participants, or behaves in ways that participants find offensive or insulting (e.g., making sexual advances or telling racially, socially, or sexually insensitive jokes).
  - e. An instructor behaves in ways that do not reflect support for the American Red Cross as an organization and that, in fact, could harm the public perception of the American Red Cross in the community.
  - f. An instructor is convicted of a violent or serious crime, such as sexual molestation, embezzlement, assault, or any crime that calls into question his or her teaching or leadership responsibilities.
- 1.10 Designate Kathleen Pearson, Regional Deputy Director, Preparedness and Health and Safety Services as a representative of the Chapter to act as a point of contact to the AP at the address and telephone number set forth in Section 7 below ("Chapter Representative") and notify the AP within 30 days if that individual changes.
- 1.11 Arrange for electronic submission of course records. Within ten business days after receipt of a properly completed course record, approve such record and make course participant certificates and/or transcripts electronically available or, if requested, arrange for the certificates to be delivered to the AP at the address as set forth in Section 7.
- 1.12 As needed and upon request, provide the AP with any American Red Cross promotional materials for use by the AP in promoting the Courses.

1.13 Support the Authorized Provider by providing access to the American Red Cross Learning Center. The Center will allow the Authorized Provider instructor to access:

- Training records online.
- Automatic training updates and alerts
- Course record entry and certificate printing
- Instructor certificates and transcript

1.14 Permit electronic access to, as well as downloading and printing of Course Materials.

## 2.0 Responsibilities of the AP:

The AP shall:

- 2.1 Identify qualified instructor candidates to be trained and certified as instructors and inform the Chapter when it becomes aware of any modifications that should be made to Appendix B.
- 2.2 Support each instructor's compliance with American Red Cross policies and procedures by ensuring that such Instructors: (a) Are available to participate in periodic training, retraining or other related events throughout the term to gain and maintain sufficient levels of skill, knowledge and understanding to conduct the Courses; (b) Supply only American Red Cross Course Materials for use during the Courses, (c) Provide visual identification of the American Red Cross name and emblem during the Courses using materials provided or approved by the Chapter; and (d) Submit properly completed electronic or hard copy Course Records evaluation forms to the Chapter within ten (10) business days of Course completion unless special arrangements are made with the Chapter.
- 2.3 With respect to the Course Participants: (a) Notify Course Participants that they will be participating in American Red Cross Courses in accordance with American Red Cross standards; (b) In advance of each Course, provide Course Participants with information about Course prerequisites, completion requirements, and other necessary information; (c) Ensure that Course Participants who have successfully met the Course prerequisites, objectives, and certification requirements receive American Red Cross certificates.
- 2.4 Reimburse the Chapter for retraining of Course Participants conducted pursuant to Paragraph 1.9. The cost of the retraining will be at the amount equal to the published full service contract price minus the cost of books and materials the Course Participants may already have.
- 2.5 Provide payment to the Chapter within 30 days unless otherwise specified in Appendix A.
- 2.6 Provide to the Chapter the names and copies of the certifications of any previously certified Red Cross instructors that are new to the AP at least ten (10) days before the instructor teaches a Course in order for the Chapter to ensure that such instructor is qualified to be the instructor.
- 2.7 Notify the Chapter of dates, times, and locations for each Course at least 14 days before the Course start date.
- 2.8 Obtain the appropriate Course Materials in quantities sufficient for each Course Participant to have and retain his or her own copy. Course participants materials may be downloaded, reused or purchased .
- 2.9 Refrain from revising or editing Course Materials, in whole or in part, including, but not limited to Course videos, for teaching Courses or for any other purpose, unless specifically approved in writing by the American National Red Cross. Requests for any modifications to the materials are to be channeled through the Chapter. The AP understands and agrees that all such promotional materials must be provided by the Chapter, or approved by the Chapter in advance of publication.

- 2.10 Maintain responsibility for the equipment and promptly return such equipment to the Chapter in the same condition the equipment was received by the AP. The AP shall be responsible for the cost of any damage to such equipment while in the possession of the AP. Upon receipt and inspection of the equipment, the AP shall report to the Chapter any equipment in need of service, repair, or replacement.
- 2.11 Be responsible for all claims and liabilities of any nature whatsoever that arise out of an AP offered Red Cross Course. Red Cross insurance does not extend to the AP or its instructors. Therefore, it is the responsibility of the AP to obtain adequate insurance to cover its operations and Course instruction.
- 2.12 Designate [Insert Name and Title] as a representative of the AP to act as a point of contact to the Chapter at the address and telephone number set forth in Section 7 below and notify the Chapter within 30 days if that individual changes. In the event the AP has multiple facilities, the individuals set forth in Appendix C shall serve as additional points of contact.
- 2.13 Provide classrooms and other facilities to teach the Courses that are safe, conducive to learning and meet the minimum space requirements as set forth in the Instructor Materials. The AP shall allow the Chapter Representative or a designee to inspect the AP's real and personal property used to teach the Courses and to perform random observations of the instructors during the provision of Courses.
- 2.14 Submit any literature or materials using the name and/or emblem of the American Red Cross to the Chapter for written approval before printing or distribution of such literature or materials.
- 2.15 Encourage its instructors to provide volunteer services for the American Red Cross.

**3.0 Chapter Fees:**

The Chapter reserves the right to change the fees contained in Appendix A at its sole discretion. The Chapter will notify the AP a minimum of 30 days prior to the effective date of any such fee changes. As part of this notice, the Chapter will provide the AP with a new Appendix A. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 5. Changes to Appendix A will not effect any other provisions contained within this Agreement.

**4.0 Jurisdiction of Agreement:**

This Agreement is limited to the geographical jurisdiction of the American Red Cross Chapter(s) and at the locations set forth below:

Chapter	Geographical Jurisdiction (County, City, State)
American Red Cross Central New Jersey Region	The following areas in New Jersey: Burlington County, Camden County, Hunterdon County, Mercer County, Middlesex County, Somerset County and the following towns in Union County – Clark, Cranford, Elizabeth, Fanwood, Garwood, Hillside, Kenilworth, Linden, Mountainside, Plainfield, Rahway, Roselle, Roselle Park, Scotch Plains, Union, Westfield and Winfield.

**5.0 Term and Termination:**

- 5.1 This Agreement shall commence on the effective date with automatic one-year renewals thereafter on the

anniversary of the commencement date, unless either Party gives written notice to the other of its desire not to renew at least 30 days prior to the commencement of any renewal period, or unless otherwise terminated sooner in accordance with Paragraph 5.2 of this Agreement (the "Term").

- 5.2 At any time, either Party may terminate this Agreement with thirty (30) days written notice to the non-terminating Party.
- 5.3 Upon termination of this Agreement, the obligations of both Parties, including, but not limited to the provision of payment, shall remain in effect until all scheduled Courses are completed. Upon termination or expiration of this Agreement, any and all licenses or permissions granted to use intellectual property will terminate immediately and may not be assigned or sub-licensed.
- 5.4 In the event of any termination of this Agreement, the Parties are still obligated and committed to follow the provisions of Sections 6, 7, 8, 12 and this Paragraph 5.4 indefinitely.

#### 6.0 Limitation of Liability:

Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement due to any cause beyond that Party's reasonable control and without its fault or negligence.

#### 7.0 Notices:

All notices to include appendices that each Party is required to give to the other Party shall be given to each of the Parties in writing to the names and addressees as follows:

##### If to the Chapter:

Chapter Name: American Red Cross Central New Jersey Region  
Address: 707 Alexander Road, Suite 101, Princeton, NJ 08540  
Attn: Kathleen Pearson  
Phone Number: 609-951-2131  
Fax Number: 609-419-0130  
E-mail Address: pearsonkat@usa.redcross.org

##### If to the AP:

AP Name:  
Address:  
Attn:  
Phone Number:  
Fax Number:  
E-mail Address:

Notice of termination of this Agreement by either Party must be delivered by certified U.S. First-Class Mail, return receipt requested.

#### 8.0 Confidentiality and Trade Names:

- 8.1 Except as otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement. Without the prior written consent of the other Party, neither Party shall make any press release or other public announcement of, or otherwise disclose, this Agreement or any of its provisions to any third Party except for such disclosures as may be required by applicable law or regulation, in which case the disclosing Party shall provide the other Party with prompt advance notice of such disclosure so the other Party has the opportunity, if it so desires, to seek a protective order or other appropriate remedy.

8.2 Each Party recognizes that the name, logo and marks of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the other Party's name, logo or marks without prior written authorization from such other Party. Upon conclusion of the this Agreement, any and all licenses granted to use the other's name, logo or marks will terminate immediately and may not be assigned or sub-licensed. Any such authorization that may be granted may be revoked at any later time with written notice.

8.3 This Agreement neither grants nor transfers any rights in any of the American Red Cross or Chapter's Courses or Course Materials or other intellectual property to customer and use of these materials shall inure solely to the benefit of the Red Cross.

#### **9.0 Entire Agreement and Amendments:**

9.1 Concerning the subject matter hereof, this Agreement constitutes the entire Agreement between the Parties and supersedes all prior Agreements and undertakings, both written and oral, between the Parties.

9.2 This Agreement shall not be amended or otherwise modified unless both of the Parties affirmatively and unanimously agree to such amendment and/or modification in writing.

#### **10.0 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 Parties shall promptly negotiate in good faith a lawful, valid and enforceable provision. This new provision must be as similar in terms to the invalid provision as may be possible in order to keep with the intention of the original Agreement.

#### **11.0 Exculpatory Clause:**

It is understood and agreed that wherever in this Agreement the term "Chapter" is used it shall mean the Chapter(s) of The American National Red Cross set forth in Section 4; that said Chapter(s) are duly constituted local unit of The American National Red Cross, a federal instrumentality (36 U.S. Code 1 et seq.); and that all obligations of the "Chapter" under this Agreement shall be undertaken and completed exclusively by said Chapter(s) without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any unit thereof other than the Chapter(s).

#### **12.0 Independent Contractors:**

Each of the Parties 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 either 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.

#### **13.0 Assignment and Subcontracting:**

This Agreement shall not be assigned in whole or in part and no Party shall delegate or subcontract all or part of its duties under this Agreement without the prior written consent of the other Party.



IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

CHAPTER  
REPRESENTATIVE

AUTHORIZED PROVIDER  
REPRESENTATIVE

SIGNATURE: \_\_\_\_\_

DATE:

PRINTED NAME: Kathleen Pearson

TITLE: Regional Deputy Director, Preparedness  
and Health and Safety Services

PHONE NUMBER: 609-951-2131

FAX NUMBER: 609-419-0130

E-MAIL: pearsonkat@usa.redcross.org

**APPENDIX A**

**COURSES, EQUIPMENT, MATERIALS AND FEES**

**A. Courses:** [insert names of programs (e.g. First Aid/CPR/AED or Lifeguarding) covered under this agreement]

**B. Equipment and Supplies:**

<b>Equipment</b>	<b>Rental Fee</b>	<b>Per</b>
[insert equipment name here]	[price here]	[day/week]

**C. Course/Instructor Materials:**

<b>Item Description/Stock Number</b>	<b>Cost</b>	<b>Unit</b>

**D. Training Fees:**

<b>Fee Description</b>	<b>Fee</b>	<b>Unit</b>
See Attached National Prices		

**E. Special billing or payment instructions (Optional):**NA

**F. Additional Services (Optional):** NA

**APPENDIX B  
INSTRUCTORS**

<b>Name</b>	<b>Contact Information including address, phone and mail</b>	<b>Home Chapter</b>	<b>Current Instructor Certification</b>

DRAFT





**American  
Red Cross**

Dear Valued Customer,

I want to share several important updates with you regarding the American Red Cross training programs you provide. In July, we will begin to implement a number of changes designed to enhance the quality and value of our programs and services as we continually strive to offer state-of-the-art training courses and materials. Specifically, we are:

- **Expanding and standardizing the portfolio of courses available across the country**, which may increase the number of courses available to you.
- **Establishing consistent, market-based pricing** that enables the Red Cross to recover our costs and support our mission; in addition, we believe that our market-based pricing will support a more sustainable economic model for your training offerings as well.
- Enhancing customer service by **establishing a toll free customer call center** and moving to **centralized contract management**.
- Offering **enhanced, newly revised programs** in First Aid/CPR/AED, CPR/AED for Professional Rescuers and Healthcare Providers, Emergency Medical Response, and Lifeguarding – updated with the latest science and educational innovation methods.
- Continuing to implement **the next generation of Red Cross training** – with *2 year certification, free digital materials and free digital refreshers* for many of our courses.
- Updating our Learning Management Center to provide **better and easier self-service access for instructors to manage course records and print certificates**.

Please note that as part of these changes, **effective July 1, 2011, your authorized provider fees will be as outlined in the table below**. If you have been recently notified of price increases, we apologize for the multiple messages. A revised Authorized Provider Agreement will be sent to you by the end of the year.

*Pricing Schedule for American Red Cross Health & Safety Training*

Course name	AP fee per participant
First Aid	\$19
CPR + AED (Adult)	\$19
CPR + AED (Pediatrics)	\$19
First Aid + CPR + AED (Adult)	\$27
First Aid + CPR + AED (Pediatrics)	\$27
First Aid + CPR + AED (Adult + Pediatrics)	\$27
CPR + AED for the Professional Rescuer	\$27
Administering Emergency Oxygen	\$10
Bloodborne Pathogens	\$10
Responding to Emergencies (Adult + Pediatric)	\$35
Emergency Medical Response	\$19
Review/Challenge Class – First Aid	\$19
Review/Challenge Class – CPR + AED (Adult)	\$19
Review/Challenge Class – CPR + AED (Pediatrics)	\$19
Review/Challenge Class – First Aid + CPR + AED (Adult)	\$19
Review/Challenge Class – First Aid + CPR + AED (Adult + Pediatrics)	\$19



**American  
Red Cross**

<i>Course name, continued</i>	<b>AP fee per participant</b>
Review/Challenge Class – CPR + AED for the Professional Rescuer	\$19
Review/Challenge Class – Administering Emergency Oxygen	\$8
Review/Challenge Class – Emergency Medical Response	\$19
Sports Injury Prevention & First Aid with CPR	\$27
Asthma Inhaler Training	\$8
Basic Aid Training	\$10
Cat and Dog First Aid	\$19
Epinephrine Auto-Injector Training	\$8
Wilderness First Aid	\$19
Babysitter’s Training	\$10
Nurse Assistant Training	\$50
Learn to Swim – Levels 1-6	\$5
Parent & Child Aquatics	\$5
Basic Water Rescue Review	\$5
Lifeguard	\$35
Review Class – Lifeguarding	\$35
Waterfront Lifeguarding	\$35
Water Park	\$35

\*\$35 will be the maximum fee per participant for participants taking training for multiple certifications.

We are very excited to introduce this suite of changes to you, because we believe you will enjoy the enhanced product and service quality. Our new programs are shorter, more interactive, and focused on hands-on skills practice. Combined with the choice to purchase or library participant materials, and some of the best prices in the industry for the high quality printed materials, our customers and training partners have the opportunity to save on their total training costs. The two-year certification period, free digital materials and free digital refreshers are specifically designed to save you money while still delivering the high quality, effective training you have come to rely on us for. We are confident that you will be delighted by our updated programs, and that the changes will give you more choices and more flexibility.

The Red Cross is proud to serve this community in more than one ways. Fees paid to the Red Cross help recover the costs of developing our training programs, as well as help fulfill our mission in this community and across the country. The Red Cross responds to over 70,000 local and national disasters, provides nearly half of the nation’s blood supply, and delivers hundreds of thousands of emergency communications and support for military members and their families.

Thank you for the opportunity to partner with you. If you have any questions, please do not hesitate to contact your local Customer Services Representative:

Somerset, Middlesex, Mercer and Hunterdon	Kenneth Salvatore	<a href="mailto:SalvatoreK@usa.redcross.org">SalvatoreK@usa.redcross.org</a>
Burlington and Camden Counties	Donna Gamble	<a href="mailto:GambleD@usa.redcross.org">GambleD@usa.redcross.org</a>
Union County	Maria Salamanca	<a href="mailto:SalamancaM@usa.redcross.org">SalamancaM@usa.redcross.org</a>

Sincerely,

Neil A. Santorella, Jr.  
Regional Director, Preparedness, Health & Safety Services