
Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") is made by and between the American National Red Cross ("Red Cross") and the party listed on Appendix A (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach the Red Cross training courses ("Courses") specified in Appendix B 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 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 then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
 - 1.5. Permit Red Cross to perform random observations of AP's Courses;
 - 1.6. Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
 - 1.7. Enter training records and required information into the Learning Management System ("LMS") or any successor system within ten (10) calendar days of Course completion (the "Course Records");
 - 1.8. Pay the required fees in connection with all Courses;
 - 1.9. Be responsible for all liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to AP or its Instructors; and
 - 1.10. Teach the Courses solely within the AP's organization at the facilities set forth in Appendix D.
- 2. Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
 - 2.1. Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
 - 2.2. Approve properly submitted Course Records and provide certifications for Courses, if applicable;
 - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
- 3. Term and Termination.**
 - 3.1. This Agreement will be effective as of the Effective Date listed in Appendix A and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
 - 3.2. Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
 - 3.3. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
 - 3.4. Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.

4. Fees and Invoicing.

- 4.1. AP will comply with the AP Resource Guide's preferred payment options, such as prepay, credit card, check, money order and bank transfer.
- 4.2. Fees are set forth on Appendix B. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees and payment processes 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.
- 4.3. 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 is responsible for any costs associated with the retraining of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the retraining, which may include the AP or any Red Cross employee, volunteer, LTP or AP.

5. Notices. Each party's contact for 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. Entire Agreement, Amendments, and Assignments. Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.**8. Independent Contractors.** Each party shall perform its responsibilities 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.



The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

Company Name	The School Board of Clay County, Florida	American Red Cross
Company Signature:		Red Cross Signature:
Name: _____		Name: Jill Miranda
Title: _____		Title: Sales Representative III
Date:		Date: October 16, 2014

**Authorized Provider Agreement
Appendix A – Contact Information**

Effective Date: 10/1/2014

Company Contact Information [*fields with an asterisk (*) must be completed*]

Business/Organization/School Name * The School Board of Clay County, Florida

Address 23 South Green Street Green Cove Springs, Florida 32043

Primary Contact Name * Donna Wethington

Primary Phone * (904) 529-4995

Secondary Phone

None

Fax (904) 529-2170

Email dlwethington@oneclay.net

Use the same address for billing? * Yes No

Billing Contact Name (if different from primary) Tami Smith

Email tdsmith@oneclay.net

Billing Address 23 South Green St.

Green Cove Springs, FL 32043

USA

Red Cross Contact Information

Name Jill Miranda

Phone (904) 834-5111

Email jill.miranda@redcross.org

Red Cross Internal Use OnlyDoes the customer have an existing Organization ID in the Learning Center? Yes No

If Yes, enter it here 10198CCSB

Does the customer have a Parent Organization ID in the Learning Center? Yes No

If Yes, enter it here None

American Red Cross Unit Code 10198

Does the customer plan to purchase Full Service training also? Yes NoDoes the customer qualify for the School Partner Program? Yes No*If Yes, complete and attach School Partnership Addendum.*

Authorized Provider Agreement

Appendix B – Courses, Equipment, Materials, and Fees

1. Course Fees	
Courses Offered by Authorized Provider	Per Person Fee
First Aid (HSSSFA101)	19.00
Adult CPR/AED (HSSSFA107)	19.00
Pediatric CPR/AED (HSSSFA207)	19.00
Adult and Pediatric CPR/AED (HSSSFA303)	19.00
Adult First Aid/CPR/AED (HSSSFA404)	27.00
Pediatric First Aid/CPR/AED (HSSSFA411)	27.00
Adult and Pediatric First Aid/CPR/AED (HSSSFA415)	27.00
Bloodborne Pathogens(HSSBBP101)	10.00
First Aid Review/Challenge (HSSSFA101R/HSSSFA101C)	19.00
Adult and/or Pediatric CPR/AED Review/Challenge(HSSSFA107R/HSSSFA107C, HSSSFA207R/HSSSFA207C, HSSSFA303R/HSSSFA303C)	19.00
Adult and/or Pediatric First Aid/CPR/AED Review/Challenge (HSSSFA404R/HSSSFA404C, HSSSFA411R/HSSSFA411C, HSSSFA415R/HSSSFA415C)	19.00

**NOTE: Additional classes can be added as needed, please contact your Red Cross representative as listed on page 4 of the agreement.*

2. Equipment and Materials
Training equipment, materials and other supplies may be purchased at www.ShopStayWell.com or at www.RedCrossStore.org .
3. Method of Payment
Credit/Debit Card Red Cross-issued PO# _____

**NOTE: A Red Cross representative will contact you regarding the method of payment chosen. Please do not include any payment details on this agreement.*

4. Additional Services (Optional)
If there are more than eleven (11) courses taught by this provider that need to be listed, please list them on the Addendum to Appendix B for AP and LTP Agreements.
Addendum(s) Attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Quantity, if yes: Select Number

Authorized Provider Agreement

Appendix C – Authorized Provider 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)
<i>Example: Sally Safety</i>	sallysafety@redcross.org	sallysafety@redcross.org 202.303.0000	<i>First Aid/CPR/AED Instructor Babysitter's Training Instructor</i>
Teresa Cornett	TBCornett@oneclay.net	Email: TBCornett@oneclay.net Phone: 904 541 2100	First Aid/CPR/AED Instructor
Ramona Winchester	RLWinchester@oneclay.net	Email: RLWinchester@oneclay.net Phone: 904 291 5458	First Aid/CPR/AED Instructor
Charles Rutledge	CHRutledge@oneclay.net	Email: CHRutledge@oneclay.net Phone: 904 529 3000	First Aid/CPR/AED Instructor
Donna O'Brien	DRObrien@oneclay.net	Email: DRObrien@oneclay.net Phone: 904 213 2100	First Aid/CPR/AED Instructor
Angela Fish	AFish@oneclay.net	Email: AFish@oneclay.net Phone: 904 529 1013	First Aid/CPR/AED Instructor
Judy LaRue	JLarue@oneclay.net	Email: JLarue@oneclay.net Phone:	First Aid/CPR/AED Instructor
Howard Katz	HSKatz@oneclay.net	Email: HSKatz@oneclay.net Phone: 904 213 1900	First Aid/CPR/AED Instructor
Kristen Riebe	KKRiebe@oneclay.net	Email: KKRiebe@oneclay.net Phone: 904 284 6531	First Aid/CPR/AED Instructor
Shannon Hube	SRHube@oneclay.net	Email: SRHube@oneclay.net Phone: 904 213 1900	First Aid/CPR/AED Instructor
		Email: Phone:	

If there are more than ten (10) instructors that need to be listed, please list them on the Addendum to Appendix C for AP and LTP Agreements.

Addendum(s) Attached? Yes No Quantity, if yes: Select Number



Authorized Provider Agreement Appendix D – Facility Locations

Please provide information regarding each of the facilities in which Red Cross training will take place.

Facility Name and Address	Facility Contact Name	Facility Contact's Email Address and Phone
Example: Name: American Red Cross NHQ Address: 2025 E ST NW Washington, DC 20006	Sally Safety	Email: sallysafety@redcross.org Phone: 202.303.0000
Name: Teresa Cornett Address: 23 S Green Street Green Cove Springs, FL 32043	Fleming Island High School	Email: TBCornett@oneclay.net Phone: 904 541 2100
Name: Ramona Winchester Address: 410 Oakleaf Village Parkway Orange Park, FL 32065	Oakleaf Village Elementary	Email: RLWinchester@oneclay.net Phone: 904 291 5458
Name: Charles Rutledge Address: 2025 Highway 16 West Green Cove Springs, FL 32043	Clay High School	Email: CHRutledge@oneclay.net Phone: 904 529 3000
Name: Donna O'Brien Address: 3750 County Rd 220 Middleburg, FL 32068	Middleburg High School	Email: DRObrien@oneclay.net Phone: 904 213 2100
Name: Angela Fish Address: 2945 County Rd 218 Green Cove Springs, FL 32043	Shadowlawn Elementary	Email: AFish@oneclay.net Phone: 904 529 1013
Name: Judy LaRue Address: 2634 County Rd 220 Middleburg, FL 32068	Doctor's Inlet Elementary	Email: JLaRue@oneclay.net Phone:
Name: Howard Katz Address: 4035 Pntation Oaks Blvd. Orange Park, FL 32065	Oakleaf High School	Email: HSKatz@oneclay.net Phone: 904 213 1900
Name: Kristen Riebe Address: 23 S. Green Street Green Cove Springs, FL 32043	Disrict Office Clay Coutny School Board	Email: SRHube@oneclay.net Phone: 904 284 6531

If there are more than eight (8) training facilities that need to be listed, please list them on the Addendum to Appendix D for AP and LTP Agreements.

Addendum(s) Attached? Yes No Quantity, if yes: Select Number