



Emergency Care Training & Services

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www.emcaretraining.com

Effective Date: December 1st 2025

Subject: Independent Instructor Agreement

Last Revised:

Last Reviewed: December 1st 2025

Issued By: Kevin Duffy, Chief Education Officer

This Independent Instructor Agreement ("Agreement") is entered into by and between EmCare Training LLC ("Training Site" or "EmCare") and the undersigned Independent Instructor ("Instructor"). This Agreement establishes the professional, operational, and compliance expectations required for instructors who teach American Heart Association (AHA) courses under EmCare Training's authorized Training Site.

1. Purpose

The purpose of this Agreement is to formalize the relationship between EmCare Training and the Instructor, ensuring consistent adherence to the American Heart Association (AHA) Program Administration Manual (PAM), national standards, instructional guidelines, and all Training Site policies.

2. Independent Contractor Status

1. The Instructor acknowledges and agrees that they are an independent contractor, not an employee, agent, or representative of EmCare Training.
2. Nothing in this Agreement shall create an employer–employee relationship, partnership, or joint venture.
3. The Instructor is solely responsible for all federal, state, and local tax obligations, insurance coverage, licensure, equipment, and expenses related to their instructional services.
4. EmCare Training will not provide employee benefits, workers' compensation, or unemployment insurance.

3. Instructor Eligibility & Compliance

The Instructor agrees to:

1. Maintain current AHA Instructor certification(s) for each discipline taught.
2. Maintain corresponding, current provider-level certifications.
3. Complete all AHA Instructor Essentials, monitoring, renewals, and continuing education as required.
4. Strictly follow the AHA Program Administration Manual (PAM) and all Training Site guidelines.
5. Respond promptly to communications from EmCare Training and AHA representatives.
6. Conduct themselves in accordance with AHA's mission, values, and professional expectations.

4. Representation of EmCare Training

1. The Instructor may represent themselves as an Independent Instructor aligned with EmCare Training LLC, an AHA Training Site.
2. The Instructor may not claim employee status, managerial authority, or ownership within EmCare Training.
3. The Instructor agrees to uphold and protect the professional reputation of EmCare Training and the AHA.
4. The Instructor may not enter into agreements, contracts, or commitments on behalf of EmCare Training without written authorization.

5. Course Delivery & Instructional Standards

The Instructor shall:

1. Deliver AHA programs exactly as written, with no unauthorized alterations.
2. Use only current, valid AHA materials for instruction, testing, and evaluation.
3. Maintain mandatory instructor-to-student and equipment-to-student ratios.
4. Ensure all equipment meets AHA performance standards and is clean and functional.

5. Administer skills testing, written examinations, and psychomotor assessments in compliance with AHA requirements.
6. Submit complete and accurate course records to EmCare Training within 5 Days unless otherwise authorized.
7. Safeguard all student information, complying with privacy and confidentiality rules.

6. Equipment, Supplies & Facility Use

1. Instructors may use their own equipment provided it meets AHA standards.
2. When utilizing Training Site equipment, the Instructor is responsible for returning all items in clean, operational condition.
3. Any lost, damaged, or neglected equipment may result in financial responsibility.
4. The Instructor must follow all infection control practices as required by AHA and EmCare Training.

7. eCard Issuance, Documentation & Course Records

1. EmCare Training will issue AHA eCards upon verification of complete and accurate course files.
2. Instructors must submit the following documentation:
 - EmCare Training course roster
 - Skills performance sheets
 - Written exam results (when applicable)
 - Course evaluations
 - Payment or fees owed to the Training Site
3. Instructors are prohibited from independently purchasing or issuing eCards unless granted written authorization.
4. Falsified, incomplete, or inaccurate documentation may result in disciplinary action, up to and including removal from the Training Site and/or reporting to the AHA.

8. Financial Terms & Instructor Compensation

1. Compensation, reimbursement, and course fee structures will be provided separately in writing by EmCare Training.
2. The Instructor agrees to remit required Training Site fees for all classes taught under EmCare prior to any cards/certifications being issued.
3. Failure to provide payment or course records may result in account suspension or termination of instructor privileges.

9. Scheduling, Course Approval & Reporting

1. All courses conducted under EmCare Training must be approved by the Training Site Coordinator (TSC) prior to the scheduled date.
2. The Instructor must notify EmCare of all courses, locations, and participant information.
3. Unauthorized or unregistered courses may result in immediate account suspension.

10. Professional Conduct & Ethical Standards

Instructors must:

1. Maintain the highest levels of professionalism, integrity, and courtesy.
2. Refrain from any conduct that could harm the reputation of EmCare Training or the AHA.
3. Comply with all federal, state, and local laws, including safety and accessibility standards.
4. Report any incidents, injuries, or compliance concerns immediately to EmCare Training.
5. Disclose any legal, ethical, or certification issues that may affect instructor eligibility.

11. Liability, Insurance & Indemnification

1. Instructors are strongly encouraged to maintain personal professional liability insurance.
2. EmCare Training does not provide liability coverage, unless explicitly agreed to in writing.

3. The Instructor agrees to indemnify, defend, and hold harmless EmCare Training from any claims arising from the Instructor's actions, omissions, or negligence.

12. Termination of Agreement

This Agreement may be terminated:

1. By EmCare Training immediately upon:
 - Violation of AHA or Training Site policies
 - Fraudulent documentation or misconduct
 - Loss of instructor certification
 - Actions that threaten Training Site accreditation or reputation
2. By the Instructor with written notice.
3. Upon EmCare's loss of Training Site status.

All course records, documentation, and Training Site property must be returned immediately upon termination.

13. Records, Confidentiality & Data Protection

1. All course documentation submitted to EmCare becomes property of EmCare Training.
2. The Instructor must maintain strict confidentiality of student information, records, and internal Training Site processes.
3. Disclosure of confidential information without authorization is grounds for termination.

14. AHA Compliance & Oversight

The Instructor acknowledges:

1. EmCare Training is obligated to follow all AHA PAM requirements and administrative procedures.
2. The Instructor must comply with any Training Center or AHA audits, monitoring sessions, or evaluations.
3. Violations may be reported to the AHA and may result in suspension or revocation of instructor credentials.

15. Agreement Duration

This Agreement remains in effect until:

- Terminated by either party,
- The Instructor loses AHA certification,
- EmCare Training ceases Training Site operations.

16. Signatures

By signing below, the parties affirm they have read, understand, and agree to the terms described in this Agreement.

Instructor Name: _____ Instructor Signature: _____

Date: _____

EmCare Training Representative: _____

Signature: _____

Date: _____