



## **American Lung Association Freedom from Smoking® Facilitator Agreement 2021**

The American Lung Association could not fulfill its mission of saving lives by improving lung health and preventing lung disease without volunteers and partners in the community. The Freedom From Smoking® (FFS) Facilitator Agreement outlines the roles and responsibilities of the American Lung Association and the FFS Certified Facilitator (“Facilitator”). Please read the following pages and acknowledge the agreement by signing the separate Acknowledgement of Agreements Form.

### **Purpose:**

The purpose of the American Lung Association Freedom from Smoking® Group clinic is to provide tobacco users who are ready to quit with a strong proven-effective cessation program to end their addiction to nicotine and begin new smoke-free lives in a supportive group setting, led by a trained, certified facilitator.

The American Lung Association upholds high standards in the training and implementation of its programs. To ensure ALA professional standards and maintain quality control of the Freedom From Smoking® program, the:

### **American Lung Association will:**

1. Promote location and contact information for FFS clinics that are open to the public on its website.
2. Provide the undersigned FFS Facilitator the tools and resources to assist with conducting the FFS group clinic, including the FFS Facilitators Manual, participant workbooks, program logos, template promotional materials, and attendance and evaluation forms.
3. Provide the undersigned FFS Facilitator with updates on American Lung Association programs and initiatives to support or enhance the delivery of the FFS program.
4. Make available policy information and activities that impact tobacco control and respiratory health, including participation in its e-advocacy network.
5. Maintain a network of FFS Certified Facilitators and schedule regular communication and updates to enhance their professional development.
6. Promote Freedom From Smoking® and raise awareness of the importance of tobacco use prevention and cessation through local and national communications and marketing efforts.

### **Freedom From Smoking® Certified Facilitator will:**

1. Assert that he/she is and shall remain tobacco-free and has not used any form of tobacco in the last twelve months, including electronic nicotine-delivery devices (e-cigarettes).
2. Be trained and certified by the American Lung Association to lead or supervise the program.
3. Conduct at least one FFS clinic in the first two years of the certification period.

4. Provide a safe and public meeting environment free from all tobacco products, including cigarettes, smokeless tobacco products, e-cigarettes and vapes for the FFS Clinic.
5. Adhere to American Lung Association guidelines for setting participant registration fees.
6. Adhere to the content and format of the FFS Clinic program as authorized by the American Lung Association, using only the copyrighted FFS program materials.
7. Freedom From Smoking® is a copyrighted program of the American Lung Association. Therefore, registered trademark without alteration and acknowledgment that it is an American Lung Association program must appear on all materials and promotions developed for the program. Requests for permission to use any ALA-copyrighted materials or trademarks must be submitted and approved by the American Lung Association in writing. Any custom-made materials must be provided to the American Lung Association for approval prior to distribution or publishing.
8. Refrain from copying or reproducing FFS training and facilitation materials, and from sharing them with others who are not Certified FFS Facilitators.
9. Use the American Lung Association materials for conducting the authorized Freedom From Smoking® program. Individuals or organizations may not use elements of Freedom From Smoking® as part of another program or commingled with another organization's program.
10. Complete and submit required forms and record-keeping on the FFS programs you facilitate and the clients that attend, in compliance with relevant privacy rules. These include:
  - a. Program location
  - b. # of participants
  - c. Organizational partners
11. Complete the electronic annual FFS Facilitator Survey at the completion of each fiscal year (June/July).
12. Seek written approval from the American Lung Association before engaging with any co-sponsoring organization, funding source or other third party to implement the Freedom From Smoking® program. *A third party may not have any affiliation with a tobacco company and may not receive funds directly from a tobacco company.*
13. Seek written approval from the American Lung Association before entering into any research project involving Freedom From Smoking® or Clinic participants.
14. Agree to indemnify and hold harmless the American Lung Association from and against any claims, proceedings, lawsuits or other liabilities, costs and expenses.

### **Program Implementation:**

The Freedom From Smoking® program, services and materials of the American Lung Association are offered to the public for a not-for-profit basis. Therefore:

1. Individuals or their organizations may not offer the Freedom From Smoking® program for profit.
2. Trained individuals must be non-profit or working on behalf of a company providing a health program for its employees and their families.
3. Individuals and their organizations must adhere to the agreed upon program fees.
4. If Freedom From Smoking® is offered in a for profit workplace, a Corporate Letter of Agreement must be issued. Only the American Lung Association may negotiate the Corporate Agreement.
5. Compensation for facilitator cannot exceed \$100 per clinic session (\$800 per program)
6. Trained individuals must advise the American Lung Association of all programs schedule and delivered using the data collection and reporting links provided below.

### **Protocol of Data Collection and Reporting:**

1. Facilitators are required to use the appropriate evaluation materials and forms throughout program implementation.

2. The following forms should be submitted to the American Lung Association local office in a timely manner.
  - a. [Reporting a Clinic Form](#) (prior to program- when it is initially scheduled)
  - b. [Material Order Form](#) (prior to program, prefer at least two weeks)
  - c. [Final Report Form](#) (within two weeks following final session)
3. In all cases, when conducting programs, personal information including names and addresses of program participants must be kept confidential.

**Duration of Agreement:**

This Agreement will be in effect for three (3) years from the date signed by all parties. Ninety (90) days prior to termination of this Agreement, you will be contacted by the American Lung Association to discuss continuing as an FFS Certified Facilitator and to sign a new Agreement. Unless this Agreement is extended or renewed, all use of the American Lung Association name and logos shall cease upon expiration or termination of this Agreement.

**Resolution of Disputes and Termination:**

In the spirit of the Agreement, it is expected that the undersigned parties will resolve issues of disagreement informally through ongoing collegial communication. However, if any party is not in compliance with the provisions of this Agreement or the issues cannot be resolved informally, this Agreement may be suspended immediately upon written notice. The notice of suspension will state the reasons for the suspension, any corrective action required of the other, and the effective date. If the issue resulting in a suspension is not resolved within ninety (90) days, this Agreement will be terminated.