



# POCUS Education Provider™ Policy Handbook

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# Welcome to the POCUS Education Provider Policy Handbook!

Thank you for your commitment to high-quality, accessible POCUS education! Using the table of contents below, click to navigate to the section of your choosing.

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# **VISION, MISSION STATEMENT, AND POLICIES**

The Point-of-Care Ultrasound (POCUS) Certification Academy<sup>™</sup> (PCA) is part of the Inteleos family of Certification Alliances that also includes ARDMS and APCA. Spun out of ARDMS in 2016 to meet the exclusive needs of point-of-care ultrasound (POCUS) professionals, the PCA joins ARDMS and APCA in furthering its long-standing mission of raising the global standards of excellence in healthcare and patient safety.

#### Vision

The Point-of-Care Ultrasound Certification Academy<sup>™</sup> creates the global standards of healthcare providers' excellence in patient care through the use of point-of-care ultrasound.

### **Mission**

The Point-of-Care Ultrasound Certification Academy<sup>™</sup> recognizes healthcare providers' enduring commitment to the highest quality patient care through rigorous assessments and continual learning.

### **POCUS Certification Academy Policies**

To read the POCUS Certification Academy Policies, please click here.

The POCUS Certification Academy is the leading POCUS certification body with healthcare professionals represented in over 100 countries, paving the way with innovative, psychometrically-validated assessment delivery to give you realworld validation in POCUS.

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JAMES DELLAVALLE, MD CHAIR POCUS CERTIFICATION ACADEMY COUNCIL

# **INTRODUCTION**

The POCUS Education Provider<sup>™</sup> (PEP) Policy Handbook is designed to provide information relevant to the PEP and the agreement between the PEP and the Point-of-Care Ultrasound Certification Academy<sup>™</sup>. Please read it carefully. This Handbook applies to all PEP and all PEPs are responsible for reading and keeping up to date on all information contained in this Handbook as well as through other communications.

The policies contained in this Handbook are effective immediately and supersede any prior versions of the Handbook. To the extent that anything in this Handbook is contrary to applicable federal, state, or local law, the applicable law will prevail. The contents of this Handbook are presented for informational purposes only and are intended to be guidelines. Nothing in this Handbook creates a contract between the PEP and the POCUS Certification Academy. The policies in this Handbook are not intended to create any legally enforceable obligations on the part of the POCUS Certification Academy.

The POCUS Certification Academy management and/or Inteleos Executive Board reserve the right, in their sole discretion, to revise or delete existing policies or implement new ones, at any time, without notice. The POCUS Certification Academy will endeavor to keep PEPs informed of changes to its policies and procedures; accordingly, from time to time PEPs may receive updated information concerning changes to this Handbook. In addition, other POCUS Academy policies may be contained and communicated in separate documents to be distributed to PEPs. Please be mindful of the following avenues, among others, through which new policies and changes, revisions, or deletions to existing POCUS Certification Academy PEP policies may be communicated: meetings, memos, and emails.

# PRACTICES

# **Equal Opportunity Statement**

The POCUS Certification Academy is committed to providing equal opportunity to all qualified POCUS educators and applicants without regard to race, religion/religious creed, color, sex, pregnancy, age, marital status, familial status, genetic status, national origin, disability, sexual orientation, or any other category protected by law.

It is our objective to work with organizations who provide quality POCUS education for healthcare professionals. We review each applicant to evaluate information in three domains: mission alignment, quality of education, and organization. The ultimate stakeholder is the student desiring quality POCUS education; therefore, decisions about the PEP program will be made with their needs and the needs of their patients as the primary consideration.

### **Status Statement**

We respect that both the POCUS Certification Academy and PEP will own and retain all right, title, and interest in and to its intellectual property, including its trademarks, trade names, service marks and logos worldwide. The POCUS Certification Academy and PEP agrees that the ultimate stakeholder of the PEP Program is the student desiring quality POCUS education and strive to meet the needs of the stakeholder.

# **APPLICATION AND RENEWAL POLICIES**

# **Guiding Principles of the PEP Program**

- 1. The POCUS Certification Academy will evaluate PEP education on the basis of quality.
- 2. The ultimate stakeholder of the PEP Program is the student desiring quality POCUS education. Renewal eligibility requirements and decisions will be made with the needs of students and patients as the primary consideration.
- 3. The POCUS Certification Academy desires to inspire collaboration and community among PEPs for the purposes of ongoing learning and continuous quality improvement.

# **Application and Renewal Requirements**

Members of the POCUS Education Provider community share a commitment to quality and continuous improvement. The purpose of the annual application and renewal of your PEP status is to:

- Recognize your commitment to ongoing improvement in the development and delivery of POCUS education,
- Ensure that your organization is operating in alignment with the PCA's vision and mission, as well as the PEP program's guiding principles, and
- Assist learners in identifying training companies or individuals who comply with PEP Program requirements.

The information required in your PEP Renewal application is intended to achieve these goals. Application and renewal are from the time of approval until the open renewal period of the following year. PEP provider application information and supporting documentation will be reviewed on an annual basis and must be approved by the POCUS Certification Academy prior to annual approval of PEP status. All application information, supporting documentation, and payment is required before annual PEP status is awarded.

Applications are accepted year-round. Annual renewals are required by January 31st each year to maintain status as a PEP provider.

#### All the following must be completed at the time of application:

- 1. Complete application.
- 2. High resolution of company logo
- 3. Curriculum Vitae for all medical/clinical person responsible for the POCUS clinical educational content.
- 4. POCUS program curriculum
- 5. Sample course materials
- 6. Disclosure of any substantiated consumer
  - complaint, privacy violation, or legal action.
- 7. Payment of required fees.

# **APPLICATION AND RENEWAL POLICIES**

### **Fees Policy**

#### **Application and Renewal Annual Fee Requirement**

Application and renewal are for a period of one application year. PEP provider application information and supporting documentation will be reviewed on an annual basis and must be approved by the POCUS Certification Academy prior to annual approval of PEP status. All application information, supporting documentation, and payment is required before annual PEP status is awarded.

The 2021 nonrefundable application fee is \$350\* (U.S.). The 2021 annual fee and renewal fee is set at \$850 (U.S.).

\*A refund will not be remitted for applications that are denied.

#### **Student Access Fees**

Student access fees apply to all students enrolled in a PEP POCUS course offering certification. Student access fees are paid by the student as part of the educational course enrollment. This fee provides students with free access to the POCUS Fundamentals. A student list (full name and email address only) should be emailed to the POCUS Certification Academy immediately following the completion of the PEP course. A POCUS Certification Academy unique enrollment code for the POCUS Fundamentals will be sent to each student upon receipt of student list and payment.

The student access fee is \$75.00 (U.S.) per student.

### **Application Appeals**

Appeals to any denied or revoked applications must be made in writing and sent to POCUS@Inteleos.org. Appeals will be reviewed and assessed on a case-by-case basis. Results of appeals will be provided in writing within 10 business days.

# CONFIDENTIALITY

### **Data Protection and Privacy**

All PEP providers must comply with any and all State, Federal, and/or International Data Protection and Privacy Regulations. For example: the General Data Protection Regulation (GDPR). The GDPR's primarily goal is to serve as a unifying, comprehensive, data and privacy framework for any organization that controls or processes data from anyone in the EU. The POCUS Certification Academy requires all partners, including all PEP providers, to comply with the requirements set forth in the GDPR regulation. For the purposes of this program, under the GDPR regulations, the PEP will be considered the data controller.

### **Confidential Information**

"Confidential Information" means any and all information disclosed by the POCUS Certification Academy or Inteleos to the PEP, either directly or indirectly, in writing, orally, or by inspection. "Confidential Information" also means any and all information disclosed by the PEP to the POCUS Certification Academy or Inteleos, either directly or indirectly, in writing, orally, or by inspection. Confidential information includes the proprietary and confidential data or information, trade secrets, scoring processes, which is of tangible or intangible value and is not generally known by the public or available to the competitors of either the PEP or the POCUS Certification Academy or Inteleos.

#### **Nondisclosure Agreement**

The PEP and the POCUS Certification Academy agree that each item of information or data constituting Confidential Information as strictly confidential and wholly owned by the respective organization. The PEP and the POCUS Certification Academy will not use, distribute, disclose, reproduce, or otherwise communicate any such item of information or data to any person or entity for any purpose other than in accordance with the terms of the PEP Agreement.

# **Proprietary Rights**

All PEPs are expected to protect the POCUS Certification Academy's proprietary information by being aware of their actions. All written information that is developed or accessed under The POCUS Certification Academy direction or in connection with the PEP program is the sole and complete property of Inteleos.

# BRANDING, PEP SEAL, AND OTHER MARKETING USE

# **PEP Seal Guidelines**

PEP companies or individuals <u>must</u> use the following disclaimer with the PEP<sup>™</sup> seal:

{Company name} is a POCUS Education Provider<sup>™</sup> of the POCUS Certification Academy<sup>™</sup>. Completing our courses does not guarantee passing of the POCUS Certification Academy<sup>™</sup> assessments.

In cases where a PEP's status is revoked or suspended, the organization must remove the seal from all marketing materials within ten (10) business days from notification.

# **Social Media**

We encourage each PEP to use social media to connect and engage with POCUS healthcare providers, experts, and the POCUS Certification Academy.

# **Media Contacts and Public Statements**

PEPs should not speak to the media on behalf of Inteleos or the POCUS Certification Academy. All media inquiries should be directed to the POCUS Certification Academy.

PEPs must be aware that actions or statements made as a PEP reflect upon both organizations. Unauthorized statements and improper representation on behalf of the POCUS Certification Academy or Inteleos are not allowed.

All statements made on behalf of the POCUS Certification Academy or Inteleos, whether written or verbal, that are communicated or released to the media, must have prior written approval by the POCUS Certification Academy.

# EDUCATION AND INFORMATION DISCLAIMERS

### **Education Disclaimer**

The content, information, opinions, and viewpoints contained in POCUS materials are those of the authors or contributors of such materials. While the POCUS Certification Academy takes great care to screen the credentials of the contributors and make every attempt to review the contents, the POCUS Certification Academy MAKES NO WARRANTY, EXPRESSED OR IMPLIED, as to the completeness or accuracy of the content contained in the materials or on the POCUS website. The reader of these materials uses these materials at his or her own risk, and the POCUS Certification Academy shall not be responsible for any errors, omissions, or inaccuracies in these materials, whether arising through negligence, oversight, or otherwise.

### **Student Passing Disclosure**

Completing any PEP course or any other course does not guarantee passing the POCUS Certification Academy assessments. Successful passing of the POCUS clinical assessments, peer reviews, and the video submissions are the only way to earn a POCUS certificate or certification.

# **PROBLEM RESOLUTION PROCEDURE**

# Audit, Appeal, and Revocation/Suspension

- 1. The POCUS Certification Academy reserves the right to audit any information provided on the application. Discovery of incomplete or inaccurate information may result in immediate revocation or suspension of PEP rights and privileges.
- 2. The POCUS Certification Academy reserves the right to deny renewal, revoke or suspend PEP status at any time.
- 3. Companies or individuals denied acceptance or renewal of PEP status shall be referred to the appropriate POCUS Academy staff person for further review. The organization or individual may be asked for additional information to substantiate their claim. The staff person may consult with the POCUS Certification Academy council to review the decision. If upheld, the organization or individual may request a determination from the POCUS Certification Academy Council. The decision of the POCUS Certification Academy Council shall be final and binding.

# ACKNOWLEDGEMENT

I have received and I understand that it is my responsibility, as a condition of my POCUS Education Provider status, to read this Handbook and to abide by its terms. I understand that this Handbook replaces any previous handbook or manual, and to the extent inconsistent, any understanding, practice, policy or representation concerning the subject matters covered by the Handbook. I understand that this Handbook may represent only some of the current PEP policies, regulations, and benefits, and that these may be amended, modified, rescinded, deleted, or supplemented by the POCUS Certification Academy as it deems appropriate from time to time in its sole and absolute discretion.

I understand that this Handbook is not an express or implied contract of PEP status. Rather, this Handbook is a general guide to policies related to the POCUS Education Providers. I understand that my PEP status can be terminated by the POCUS Certification Academy and that I have the right to terminate my PEP status at any time, with or without cause or notice.

Company Representative Name (Please Print)

Company Representative Signature

Date of Signature