



**Facilitator Agreement between \_\_\_\_\_ and  
the American Psychiatric Nurses Association**

This serves as a **Facilitator Agreement** ("**Agreement**") by and between \_\_\_\_\_ ("**Facilitator**") and the American Psychiatric Nurses Association ("**APNA**"), who are collectively referred to herein as "the Parties."

WHEREAS, APNA desires to retain Facilitator, and **Facilitator** desires to be retained by APNA, as an independent contractor, and not as an employee, upon the terms and conditions set forth herein. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, APNA and Facilitator agree as follows:

**1. Scope of Work**

The terms of this Agreement apply to \_\_\_\_\_ ("**Facilitator**"), an Independent Contractor for services to deliver the *APNA Competency Based Training for Suicide Prevention: PMH Nurse Generalist Role* ("**Course**") for assessment and treatment of suicide prevention. While providing such services, Facilitator may identify her/himself as a Facilitator of the *APNA Competency Based Training for Suicide Prevention*; but shall not be an employee of the APNA.

**2. Duties**

Facilitator hereby agrees to conduct *APNA Competency Based Training for Suicide Prevention* trainings according to APNA standards established during the APNA facilitator training. Facilitator also agrees to:

- conduct a minimum of 3 trainings per year equal to at least 25 participants
- maintain current status as a Facilitator of the *APNA Competency Based Training for Suicide Prevention* (by using standardized APNA curriculum, meeting course continuing education requirements, and maintaining knowledge of current suicide statistics each year for 3 years)
- be responsible for advertising her/his own *APNA Competency Based Training for Suicide Prevention* trainings using templates provided by APNA
- recruit participants for their *APNA Competency Based Training for Suicide Prevention* trainings
- follow the APNA process and schedule for setting up a course, participant registration and reporting
- ensure all participants actively engage in class activities

- provide rosters to APNA
- use course materials only from APNA for conducting the *APNA Competency Based Training for Suicide Prevention*.

Random audits may be conducted by APNA to ensure quality and integrity of the *APNA Competency Based Training for Suicide Prevention* trainings. APNA may require the facilitator to submit a recording of content from one of the 3 trainings per year to verify standardization.

### **3. Term of Agreement**

This Agreement shall continue for 3 years, beginning on the date of the signature below, unless earlier terminated. In addition, the confidentiality provisions of this Agreement shall survive and apply beyond the term of this Agreement.

### **4. Reservation of Rights**

All use of APNA course materials ("**APNA Property**") hereunder shall inure to the exclusive benefit of APNA. Accordingly, any traffic and/or user information collected by or from the APNA website shall be deemed Confidential Information (defined below) of APNA and shall not be disclosed to any third party by the Facilitator, except with the express prior written consent of APNA. Except for the limited use granted to Facilitator under this Section 4, nothing in this Agreement shall convey to Facilitator any ownership or other interest in or right to the APNA Property. Accordingly, all rights not expressly granted by APNA under this Agreement are hereby reserved.

4.3 The use of APNA Property granted in Section 4 of this Agreement is also subject to the following restrictions:

4.3.1 Facilitator shall not include APNA Property on a website other than as expressly permitted in this Agreement or when granted permission from APNA. Special requests must be made in writing to APNA.

4.3.2 Facilitator shall not make the APNA Property available, or otherwise use the APNA Property, except as expressly permitted pursuant to Section 4 of this Agreement. Any use by Facilitator of the APNA Property on any website, mobile site or application is prohibited.

4.3.3 APNA shall not permit any use of the APNA Property by any person or entity other than as expressly provided in Section 4 of this Agreement.

4.3.4 APNA shall not permit use of the APNA Property at any site other than the sites agreed upon under this Agreement.

4.3.5 Facilitator shall not permit the APNA Property to be, or appear to be, reproduced, performed, displayed or distributed on, as part of or in connection with any website or other online (including mobile) area, whether by framing, in-line linking, appearing in a new window or otherwise.

4.3.6 Facilitator shall not edit, alter, modify, combine with other content, create any derivative works of, or download the APNA Property.

All uses of the APNA Property that do not comply fully with the provisions of this Section 4 are hereby expressly deemed beyond the scope of use granted under this Agreement.

## **5. Assignment of Contract**

Facilitator is to provide services personally and may not assign his rights or obligations under this Agreement.

## **6. Costs**

Participants will purchase course-related participant materials directly from APNA during registration for an *APNA Competency Based Training for Suicide Prevention: PMH Nurse Generalist Role* course. Facilitator may require an additional training fee from participants and/or organizations.

APNA will maintain ownership of all APNA course related materials and will provide those materials to participants at a predetermined fee. Facilitators will receive notice of any fee change in writing from APNA prior to implementation of changes. Fees will be reviewed annually and adjusted according to the Consumer Price Index.

## **7. Payment for Services**

For services rendered hereunder, APNA pays no fee to Facilitator for delivery of an *APNA Competency Based Training for Suicide Prevention: PMH Nurse Generalist Role* course. Facilitator generated training fees from participants and/or organizations are not covered under this agreement and will not be collected by APNA.

## **8. Confidentiality**

Facilitator agrees that (s)he will not disclose to any third party, without the prior written consent of the APNA Executive Director, any information relating to the business or mission of APNA.

## **9. Independent Contractor Status and Ineligibility for Benefits**

The Parties agree and acknowledge that Facilitator is an independent contractor and not an employee of APNA. Nothing in this Agreement shall be construed in a manner which creates a partnership, joint venture or employment relationship between Facilitator and APNA. Neither party shall be liable for the debts or obligations of the other. Facilitator is not, nor shall (s)he be deemed to be for any purpose, an employee of the Company, and APNA shall not in any way exercise domain or control over Facilitator's business. Facilitator shall provide competent, standardized

training in the *APNA Competency Based Training for Suicide Prevention: PMH Nurse Generalist Role* course using APNA standardized materials and videos.

Facilitator agrees that (s)he is not an employee of APNA and is not entitled to (and also hereby waives) any benefits provided to APNA employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, and the like.

#### **10. Facilitator Responsible for Taxes**

APNA shall not be responsible to Facilitator, or any governing body, for any payroll-related taxes related to the performance of this Agreement. Facilitator further represents and warrants that (s)he will file all required forms and necessary payments appropriate to Facilitator's tax status as an independent contractor and shall not claim any other status. Facilitator shall indemnify and hold APNA harmless from all costs which APNA may incur as a result of litigation determining a change of status, to the extent that Facilitator has received financial benefit from such determination. In the event that Facilitator initiates a process to change her/his status for income tax purposes, Facilitator agrees to hold APNA harmless from all costs, including legal fees, which APNA may incur as a result of such change in status. It is understood and agreed that, since the Facilitator is an Independent Contractor, APNA will make no deductions from fees paid to Independent Contractor for FICA, federal or state taxes. Facilitator agrees to pay all federal, state and local taxes incurred and chargeable to her/him in the rendering of the services under this Agreement.

#### **11. Services to Others**

Nothing in this Agreement prohibits Facilitator from providing services to others, so long as (s)he fulfills her/his responsibilities hereunder.

#### **12. Liability and Indemnification**

APNA shall indemnify Facilitator for any damages arising from claims made against Facilitator in connection with her/his proper performance of services for APNA pursuant to this Agreement.

#### **13. Termination**

This Agreement may be terminated by either party upon fourteen (14) days written notice. If APNA determines in its sole discretion that any services provided by Facilitator do not satisfy APNA's standards of conduct or performance, or in the event Facilitator is unable to render services hereunder, then APNA shall have the right to terminate this Agreement without prior notice. In the event of termination, Facilitator shall complete the work to the extent requested by APNA and reasonably feasible prior to the effective date of termination, and shall provide any information, notes or other reasonable cooperation to APNA.

**14. Miscellaneous**

This Agreement represents the entire agreement and understanding of the parties and any modification therefore shall not be effective unless contained in writing signed by both Parties.

All notices or other communications by Facilitator or by APNA to the other shall be given in writing by personal delivery, by facsimile transmission, by email, or by mail. Any notice so mailed shall be effective three business days following its mailing provided the postal service is in operation during that time. Any notice personally delivered or sent by facsimile transmission or email shall be effective upon the next business day following delivery or transmission.

The Parties agree that this Agreement and the rights and obligations hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia regardless of any principles of conflicts of laws or choice of laws of any jurisdiction.

**15. Agreement Voluntarily Entered**

Facilitator represents that (s)he has read this Agreement, that (s)he understands all of its terms, that (s)he had the opportunity to discuss the terms of this Agreement with an attorney of her/his choice, that in executing this Agreement (s)he does not rely and has not relied upon any representation or statements made by any of APNA’s agents, representatives, or attorneys with regard to the subject matter, basis, or effect of the Agreement, and that (s)he enters into this Agreement voluntarily, of her/his own free will and with knowledge of its meaning and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement:

\_\_\_\_\_  
Lisa Deffenbaugh Nguyen  
Executive Director, APNA

\_\_\_\_\_  
\_\_\_\_\_  
Facilitator

Date: \_\_\_\_\_

Date: \_\_\_\_\_