



CALIFORNIA ASSOCIATION
FOR NURSE PRACTITIONERS

CANP and CANP Chapter Alignment Agreement

This Alignment Agreement (the "Agreement") is entered into as of 9/4/17 (the "Effective Date") by and between the California Association for Nurse Practitioners (CANP), a California corporation having an address at 1415 L Street, Suite 1000, Sacramento 95814 and CANP SD CENTRAL a California non-profit having an address at

3672 Georgia street apt C1 San Diego, CA 92103 ("the Parties").

RECITALS

WHEREAS, CANP is a non-profit organization focused on being the unified voice and networking forum for nurse practitioners in California, providing expert guidance and advancing the nurse practitioner profession statewide; and,

WHEREAS, CANP is comprised of local Chapters, each of which is a part of CANP, which participates in governance of CANP, which receives benefits and funding through CANP, and which desires to coordinate its activities with CANP for optimal state and local impact; and,

WHEREAS, CANP and Chapter are committed to supporting nurse practitioners, bridging the gaps in health care and meeting the needs of patients; and,

WHEREAS, CANP and Chapter desire to set forth key roles and expectations of CANP and Chapters to provide consistency, brand recognition, and continuity within the specified areas listed below; and,

WHEREAS, CANP and its Chapters desire strong governance, clearly defined expectations and measureable results; and,

NOW, THEREFORE, that in consideration of continuing mutual financial support and other forms of cooperation as noted herein, the Parties agree as follows:

- 1. Charter.** CANP grants to Chapter the exclusive charter to operate as a CANP Chapter in the geographical territory described within the parameters detailed on the CANP website.
- 2. Name.** CANP licenses the use of its name to the Chapter for the purpose of using the CANP name in conformance with the terms and conditions of this Agreement, provided Chapter shall adopt, continue to enforce, and use as its own name as the following: "California Association for Nurse Practitioners, (INSERT NAME OF CHAPTER) Chapter" and shall refer to itself as such in the conduct of its affairs.
- 3. Brand Identity.** CANP licenses the use of the Chapter specific logo to the Chapter for the purpose of identifying itself in conformance with the terms and conditions of this Agreement. Chapters shall use and adhere to the CANP Brand Identity Style Guide and messaging platform and apply reasonable efforts to ensure the brand of CANP maintained and applied appropriately. The Chapter agrees it will use best measures to ensure consistent branding and accordingly will audit its use of the CANP brand on an



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ongoing basis. CANP supplies Chapters its own specific Chapter logo for use within its Chapter. Chapters may not use the CANP state-specific logo without the written approval of CANP.

4. **Website.** CANP will provide one master website for Chapter to use for the following, but not limited to: Marketing and registration of their events, disseminating Chapter information, document repository, Career Center and obtaining Chapter membership reports. Chapter may use an additional email program for communicating with Chapter members unless otherwise provided by CANP. The Chapter agrees to not use a separate website, database or Career Center and will use the CANP Web Administration Guide for general instructions on how to use the CANP website. Chapter will use and adhere to the CANP Brand Identity Style Guide and messaging platform.

5. **Advocacy.** The Parties agree to participate in a program of grassroots activity towards the goal of furthering CANP and Chapter legislative goals. Chapter will engage in advocacy at the local Chapter level in support of legislative policies and objectives established by CANP, conduct meetings with local elected officials, and participate in growing CANP's Political Action Committee (PAC) funds.

6. **Chapter Bylaws.** Chapter agrees to use one master set of bylaws as provided by CANP. Chapter will ensure that the most current set of Chapter Bylaws are uploaded to the Documents Section of the Chapter page within canpweb.org.

7. **CANP Membership.** All members of the Chapter must be members in good standing of CANP.

8. **Leadership.** Any and all Chapter board or committee volunteers must be a CANP voting member in good standing as outlined in the CANP Bylaws.

9. **Standards.** The Chapter shall conform its activities to the purposes of CANP as expressed in the CANP Bylaws, Strategic Plan, Policies, and Code of Ethics as amended from time to time, and as established by the Board of Directors.

10. **Interference with Mutual Programs.** CANP offers products, services and events that benefit our members and Chapters, and that attract non-members to the Association. In order to ensure CANP brand consistency, fairness in terms of benefits enjoyed by each Chapter, and a uniform membership experience, Chapter agrees not endorse any product, service, individual or company that competes directly with a CANP endorsed vendor or member benefit program. Notwithstanding this clause, Chapters may accept advertising, sponsorships, donations or membership (to the extent permitted under applicable rules) from entities competing with CANP endorsed vendors or member benefit programs, but may not endorse or otherwise recommend or approve those goods or services. Chapter agrees not to solicit CANP vendors or benefit providers without the written approval of CANP

11. **Confidentiality.** The Chapter agrees to not distribute membership lists to any outside individual or group (pharmaceutical companies, outside agencies, and / or other vendors).

12. **Incorporation.** The Chapter shall be organized and operated as a separate, independent corporation with its own tax identification number. Neither party shall have the authority to direct or control the other except as specifically provided in this Agreement. Neither party shall have the authority to bind the



other except as specifically provided in this Agreement. No partnership or joint venture is created by this Agreement.

13. **Payments.** Subject to the terms of this Alignment Agreement, CANP shall collect all dues and online events revenue for the Chapter and disburse them on a quarterly basis, upon completion of a Chapter Quarterly report and in accordance with the then-current Agreement between CANP and the Chapter. Chapter Dues shall be as determined by CANP through its Board of Directors.

14. **Records and Reports.** The Chapter shall keep such records and report on a quarterly basis to CANP as outlined in this Agreement. The Chapter shall provide quarterly to CANP, copies of its Board of Director's meeting minutes and Chapter financial statements uploaded to the Documents Section of the Chapter page within canpweb.org.

15. **Insurance.** CANP may, at its sole option, procure insurance in the following general coverage areas: Comprehensive general liability insurance or its equivalent and / or association professional liability insurance (directors and officers liability insurance) or its equivalent. The Chapter will be responsible for determining whether those policies, if any, are adequate for the Chapter's particular needs. Chapter may obtain other or additional insurance as it deems appropriate.

16. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other against any claim arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its own activities. Other than as may be required by law, neither Party shall be accountable to the other for punitive or exemplary damages, or damages related to loss of goodwill, lost profits, emotional distress or the like.

17. **Programs, Activities and Materials.** The Parties shall inform each other of significant programs and activities to be presented to members and others. Upon reasonable notice to and consultation with the Chapter, CANP reserves the right to present programs in the Chapter territory. CANP and the Chapter shall exchange education and informational materials produced by each. The Chapter shall provide on a quarterly basis an event / speaker summary to CANP.

18. **Contracting.** Any legal agreements entered by the Chapter must be approved by the Chapter Board and reflected in the Chapter minutes. Such agreements may in no way bind CANP or any other CANP Chapter. Such contracts must not conflict, compete or otherwise interfere with contracts or relationships of CANP.

19. **Tax Matters.** The Chapter is encouraged to adopt the same accounting year as that of CANP. Chapter is solely responsible for preparation and filing of its own tax returns and other legal filings as required by law, regardless of whether Chapter has a separate tax exemption. Chapter agrees to post on its Chapter page of the CANP website a copy of its annual return within 60 days of filing. CANP will advise the Internal Revenue Service that all of its Chapters are responsible for submitting their own tax returns.

20. **Suspension or Termination.** CANP retains the right to suspend or terminate this Agreement and any of the benefits, including dues conferred under it to the Chapter based on a good faith determination by the CANP Board of Directors that the Chapter has substantially breached and / or failed to comply with the



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provisions of this Agreement or has or is taking actions prejudicial to the interests of CANP. A Chapter may terminate this Agreement for any or no reason by a majority vote of its members.

21. **Review and Revisions.** This Agreement may be revised or amended only by a written document executed by both Parties. Notwithstanding the preceding sentence, CANP may revise its bylaws, policies and / or code of ethics at any time without the consent of Chapter.

22. **Compliance.** The Chapter agrees to comply with this Agreement and the addendums attached herein. If the Chapter fails to significantly achieve and report on its activities, CANP will retain the right to withhold quarterly dues payments until the Chapter meets their obligation to this Agreement as determined by the Board of Directors.

23. **Dispute Resolution.** In the event of a dispute or controversy arising out of this Agreement, the Parties agree to first submit their dispute or controversy to mediation, and second to arbitration under the procedures of the American Arbitration Association in Sacramento, California; the prevailing party shall be entitled to reasonable attorney’s fees and expenses in accordance with those procedures.

This Agreement shall become effective (or continued) as of the date of this Agreement and shall continue until suspended or terminated as provided herein.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CANP: California Association for Nurse Practitioners, a California nonprofit mutual benefit corporation.

By: *Erin Murray*

Title: Member Services

Director Date: August 8, 2017

By: Andrew J White
Chapter President or Authorized Representative

Title: *Andrew J White*

Date: 9/4/17 Date of Signature

Pursuant to the authority granted by Chapter Board of Directors motion adopted on (INSERT DATE) a true and correct copy of which is attached to the Agreement.



ADDENDUM A

Chapter Responsibilities

These are guidelines for conformance to the Alignment Agreement.

OPERATIONS

This section outlines the expectations for which the Chapter agrees to operate. The Chapter agrees to support CANP's goals to: *"develop stronger governance and leadership; develop an effective, fully integrated, synchronized statewide governance system."*

On-Going Mandatory

- Review and adhere to CANP Bylaws, Chapter Bylaws, CANP Policies and Code of Ethics.
- Ensure all Chapter members are in good standing of CANP.
- Ensure any and all leaders of the Chapter Board or committee volunteers are voting members in good standing of CANP.
- Utilize the Chapter specific logo on Chapter materials. Should Chapter wish to use CANP state logo, they must first receive written approval from CANP.
- Utilize the CANP website to ensure consistency and efficiency in operations / governance.

Monthly

- Designate a minimum of one chapter leader to attend bi-monthly Chapter Leadership calls.
- **4 Points**
- Send a local representative to required meetings, including, but not limited to: Lobby Day, House of Delegates and Leadership Training. **4 Points**
- Disseminate Chapter specific information to members on meetings, activities, special events, and changes to Chapter officers. **4 Points**

Quarterly Mandatory

- Upload documents to the 'Documents Section' of the Chapter page within the CANP website quarterly (15th day of July, October, January and April).

Documents to upload include:

- a. Financial reports.
- b. Chapter meeting minutes, and / or newsletters.
- c. Complete online quarterly reports of Chapter operations costs and Chapter activities.



Annually Mandatory

- Review, complete and sign the Alignment Agreement between Chapter and CANP by August 1.
- Adhere to CANP's Strategic Plan by reviewing annually and acknowledging electronically.
- Designate a minimum of one website administrator to ensure timely Chapter website updates and to attend trainings on CANP's website.
- Ensure at least one Chapter leader attends state-hosted Leadership Training.
- Upload the Chapter state and federal tax documents to the Documents section of the Chapter page within the CANP website (within 60 days of filing).

MEMBERSHIP / BUSINESS DEVELOPMENT

This section outlines the key roles and responsibilities for the Chapter on membership and business development. The Chapter agrees to support CANP's goals to: *"increase the value and awareness of CANP to grow membership."*

On-Going

- Promote and grow CANP membership in the Chapter based on designated criteria within the Agreement. **2 Points**
- Ensure fundraising events are conducted with consideration of CANP's Mission and Goals. **1 Point**

Monthly

- Outreach to new members and engage them in Chapter activities. **4 Points**
- Outreach to suspended and expired members. **3 Points**

Quarterly

- Designate a minimum of one Chapter membership chair (or designated leader) to participate on CANP's Membership Committee calls. **4 Points**
- Provide dinner sponsorship information to CANP within the quarterly reporting tool. **1 Point**
- Conduct community outreach of activities / events promoting CANP's brand and strengthening the visibility of NPs. **1 Point**

Annually

- Conduct presentations on CANP in local NP schools using the CANP Student Power Point presentation. **3 Points**



ADVOCACY

This section outlines the key roles and responsibilities for the Chapter pertaining to advocacy. The Chapter agrees to support CANP's goals to *"advocate for NPs on policy, practice and professional development, build grassroots advocacy at the chapter level and grow PAC fund."*

On-Going

- Promote CANP's brand and increase visibility of NP's role in their profession. **2 Points**
- Designate one Chapter key contact responsible for the Chapter's Advocacy Program. **Mandatory**
- Adhere to advocacy policies and objectives established by CANP. **Mandatory**
- Conduct grassroots advocacy efforts, such as meetings with local elected officials and Political Action Committee fundraising. **5 Points**
- Encourage participation in statewide grassroots efforts by utilizing talking points and contact information for specific key legislators. Key legislators shall be identified by CANP's Legislative Advocate. **Mandatory**
- Chapter Legislative Representative and or President must participate on regularly scheduled Legislative Representative Calls. **5 Points**
- Provide updates on local Chapter legislative activities to the Grassroots Coordinator. **5 Points**

Quarterly

- Invite local officials to Chapter meetings to educate them on the role of NPs and provide other educational and discussion opportunities. **5 Points**

Bi-Annually

- Conduct fundraising efforts to raise funds for CANP's Political Action Committee (PAC). **4 Points**
- Conduct meetings with a minimum of each senator and assembly member in their district office at least once a year (preferably twice) to educate on NPs and their role in healthcare. **5 Points**

Annually

- Support Chapter attendees, as Chapter budget allows, to attend Lobby Day. **5 Points**
- Designate at least one Chapter member as a Legislative Representative for participation on CANP's Legislative Committee. **Mandatory**



PROFESSIONAL DEVELOPMENT

This section outlines the key roles and responsibilities for the Chapter pertaining to professional development. The Chapter agrees to support CANP's goals to: *“develop and promote professional development opportunities to build influential and competent NP leaders and strengthen the NP role.”*

On-Going

- Promote the advancement of NPs in the local community. **1 Point**
- Promote and support CANP's Annual Educational Conference, Lobby Day and other CANP events. **4 Points**
- Provide guidance and mentorship to students and new graduates within the Chapter. **2 Points**
- Strongly encourage members attend and participate in community events (example: hosting a booth or conduct a fundraiser). **1 Point**
- Encourage members to offer preceptors for CANP student members. **1 Point**
- Provide networking opportunities and education for CANP members. **1 Point**

Monthly

- As budget allows, provide funding for non-licensed members and federal government employees to attend pharmaceutical dinners monthly or quarterly. **1 Point**
- Follow protocols regarding attendees at Chapter meetings and set aside money for non-members to attend monthly or quarterly meetings (excludes Pharma-sponsored meetings). **1 Point**
- Allow all paid CANP members, including corporate members, to attend meetings and / or set aside a business portion of monthly meeting so that corporate and associate members may network with CANP members. **3 Points**

Quarterly

- Provide events / meetings / dinners and / or CEUs for Chapter members at least quarterly. **5 Points**
- Share local expert information with CANP. **1 Point**
- Sponsor members to attend CANP functions, if possible, otherwise set aside funds to help offset costs for members to attend state functions (leadership training, Annual Educational Conference, Lobby Day and House of Delegates). **2 Points**

Bi-Annually

- Expand local Chapter-sponsored educational events / meetings. **1 Point**
- Sponsor or set aside funds to offset costs for at least one Chapter leader to attend leadership trainings as offered with the expectation that information learned will be reported back to local general membership. **2 Points**



Annually

- Strongly encourage Chapter leadership to attend the Annual Educational Conference and participate by serving as moderator. **1 Point**

MARKETING / COMMUNICATIONS

This section outlines the key roles and responsibilities for the Chapter pertaining to marketing and communications. The Chapter agrees to support CANP's goals to: *"communicate and reinforce the value and role of NPs while positioning CANP as the most credible organization acting on behalf of NPs."*

On-Going

- Pursue opportunities for news coverage within the local media for CANP and the NP profession. **1 Point**
- Recruit new members and promote CANP and the profession within local communities. **3 Points**
- Support local NP students to foster enthusiasm about the NP profession and CANP. **1 Point**
- Ensure all marketing activities are consistent with CANP's Mission, Strategic Plan and goals. **Mandatory**
- Provide CANP (through email) timely updates on marketing communications efforts (example: updates on events, newsletters, etc.). **1 Point**
- Network with other nurse practitioners, hospitals and students to promote the CANP brand at a local level. **2 Points**

Bi-Annually

- Conduct least biannual forums to recruit new members. **1 Point**

Annually

- Develop and implement a communication plan for delivering information to Chapter members and CANP. **1 Point**
- Consider dedicating resources to support and promote Chapter and the nurse practitioners' brand during Nurse Practitioner Week. **1 Point**
- Strongly encourage providing scholarships to Annual Educational Conference, if Chapter budget allows. **2 Points**



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ADDENDUM B

Chapter Dues and Assignment

CHAPTER DUES PAYMENT

- CANP collects the dues for each Chapter.
- Each Chapter receives dues for each CANP member belonging to the Chapter.
- Chapters receive Chapter dues for NP Full, First-Year Graduate, Students, Associate, Affiliate and Senior membership types.
- Chapters do not receive dues for Corporate Memberships or membership specials.
- Chapter revenue is dispersed to Chapters quarterly with a report detailing included members.

CHAPTER ASSIGNMENT

- Members will be assigned Chapters using the primary address zip code.
- Members may override the auto assigned Chapter.
- Members may change Chapter membership at any time by calling CANP or online via canpweb.org.
- Should the member decide to switch Chapters mid-membership cycle, revenue paid to the Chapter will remain with the Chapter under which a member originally joined or renews.
- Corporate members may or may not be assigned to a Chapter. Corporate members may request to be assigned to multiple Chapters; they may pick a designee to attend Chapter meetings depending on what level of Corporate Membership they apply for.



ADDENDUM C

Chapter Reporting

DOCUMENTS

The following Documents shall be uploaded to the Chapter Documents page of canpweb.org; Mandatory

Quarterly

- Quarterly Reporting Tool
- Financial reports.
- Chapter meeting minutes.
- Chapter newsletters.

Annually

- Copies of State and Federal tax returns with account number removed for security.

As Applicable

- Chapter bylaws shall be uploaded to the 'Chapter Documents' Section.

ELECTRONIC REPORTING

- An electronic report will be available for completion by the Chapter on a quarterly basis and will be emailed to the Chapter President. The Chapter is required to complete the report and to provide CANP with information on the Chapter activities, and financial information. The report must be completed by assigned deadline in the month of July, October, January and April.
- CANP will provide the Chapter the ability to review and accept the CANP Strategic Plan annually. The Chapter will access, review and accept on canpweb.org.