AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Agreement; Neurosequential Model Network

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and The Neurosequential Model Network

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

training contract

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 10/16/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/16/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/16/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/16/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 10/20/2020

Revised April 2015

NEUROSEQUENTIAL NETWORK™

The Neurosequential Model of Therapeutics©

Letter of Agreement

Individual Training Certification – Phase I

I. Purpose

This letter will articulate the key elements of agreement in the relationship between *The Neurosequential Model Network, LLC (NMN)* and Betty Gurk/Gunnison County, with a billing address of **Gunnison County: 200 E. Virginia Ave. Gunnison, CO 81230**, regarding the training and services related to Phase I certification in the use of the Neurosequential Model of Therapeutics© (NMT). These training activities are part of the process of Individual Training Certification in the NMT for Betty Gurk. Successful completion of Phase I provides the necessary certification to be eligible for advanced NMT Clinical Training and participation in the Phase II/Train-the-Trainer Program or the NMT Maintenance Program.

II. Parameters of the Project: Overview

NMT Certification is a training process. It is meant to certify exposure to, and participation in, training activities. It is not certification of clinical competence or skill. The NMT is not promoting or excluding any specific clinical assessment or therapeutic techniques. The current project with Betty Gurk is a clinical enhancement, capacity building project. It provides exposure to the NMT and its clinical application to clinicians, professionals and consultants. It is not program development or training in a particular clinical modality. Phase I certification confers no special affiliation with the NMN, nor does it comprise endorsement by the NMN for independent application of principles or practices presented during this introduction to the NMT process.

III. Period

A. The duration of this letter of agreement is for 15 months beginning November 1, 2020.

B. This agreement may be extended for up to six months beyond the initial training period by mutual agreement based upon continuing mutual interest.

C. This agreement may be terminated by either NMN or Betty Gurk/Gunnison County for any reason by providing sixty days written notice to the other party.

IV. Funding and Payment

Gunnison County shall pay NMN $4,000.00 USD total for services rendered and related products in accordance with Individual NMT Training Certification terms of this agreement. (This sum can be

4. Case-based Seminars: Recordings of the NMN's Friday NMT Case-based Training Series

1) View 10 recordings: Participants will receive recordings of one complete NMT Case-based Training Series.

5. NMT Online Clinical Practice Tools (also known as the NMT Metrics)

1) Access to NMT Online Clinical Practice Tools to allow the participants to become familiar with the NMT metrics. Unlimited tokens per participant are included in Phase I training. Participants MUST complete 2 "Typical" reports, 1-2 Fidelity reports, and 6-8 client reports for a total minimum of 10 metric reports in Phase I.

2) Participants must call in live or view recordings of the monthly Metric Scoring Calls/NMT Implementation Calls.

3) Participants must complete all Fidelity Exercises: On bi-annual basis, all NMT-certified and NMT-certification training clinicians will be required to score 1 case using the NMT Online Clinical Practice Tools. Each participant will be provided a case abstract, and a one-hour online session will be devoted to question/answer about the case. Participants then must submit scored reports by a set date.

- All clinicians using the tool will be required to participate.
- Tokens to complete Fidelity reports are provided in the Phase I included tokens.

Following the submission deadline,

- NMN staff will distribute a scored report and self-scoring instructions.
- NMN will provide feedback via a 30-minute recorded discussion of common scoring areas where errors occurred.

6. Study Group Meetings

1) Participants will be assigned to a Certification Study Group and must participate in monthly, 1-hour conference calls focused on discussion of the training content. An NMT Mentor and participants in the NMT TTT Program (Phase II) will facilitate the study group meetings.

7. Elective NMT Interest Groups

1) Participants may choose but are not required to participate in monthly NMT Interest Group calls. NMN will provide more information about various interest group meetings to enrolled participants.

VI. Requirements

Clinicians/professionals participating in Individual Training Certification must participate in each element of Phase I. Each participant is responsible for maintaining attendance and participation documentation and ensuring compliance with certification requirements and attendance/participation records for each activity (e.g., IC recordings, case-based staffings,

be provided to NMN at the time the case abstract and metrics are submitted or in the future if necessary.

IX. Materials

Training materials and handouts – All materials created by the NMN for the NMT or any other material developed by the NMN are subject to Copyright. Unauthorized duplication is a violation of applicable laws. The materials developed for the NMT or Cased-Based Training Seminars may not be re-purposed by individual participants, participating organizations or by **Betty Gurk** (e.g., posted on the web, reproduced for other presentations or distribution) without specific, prior written permission from the NMN.

X. Promotional Material

Participants may not use NMN, NMT or Dr. Perry's name in any way in fund-raising or promotion without ***prior specific written permission.***

The Neurosequential Model Network, LLC must proof any promotional or descriptive materials pertaining to the Phase I and Phase II Neurosequential Model of Therapeutics training. This includes discussing the NMN or the NMT in any publicity (i.e., print media, radio or television) or fundraising materials. The proofing of this material may take place via e-mail and must be received 2 weeks prior to the date needed. It is essential that the NMN review all documents before they go out to ensure the accuracy of information, attribution and other information about the NMT or The Neurosequential Model Network, LLC. Please email all drafts to etp@bdperry.com.

Failure to comply may result in termination of this agreement.

v 1.0
11/08/18

NEUROSEQUENTIAL NETWORK™

The Neurosequential Model©

Attribution and Replication Policy

NMN Materials, NMT Metrics, and NME Classroom Tools

The Neurosequential Network (NMN) and Bruce D. Perry reserve all copyrights to their teaching heuristics (e.g., images, tables, language), trainings, and multimedia materials (e.g., forms, metrics, slides, handouts, DVDs, CDs). This claim extends to all repurposing, copying, extracting, and reformatting of images or any re-use of NMN materials (in all electronic, print or multimedia formats) in any manner. This content is the intellectual property of Dr. Bruce Perry, and any unauthorized modification, replication, extraction of language or other heuristics, images or concepts without the prior consent is considered a breach of this Attribution Policy. *Changes in font, formatting, re-drawing of images or minor changes in language do not constitute "new" intellectual property; materials modified in this way still fall within the copyrights of Dr. Perry. IN ALL CASES of such modification, prior approval is required to ensure appropriate attribution and 'translation' for accuracy.*

The NMN has been involved in a variety of training activities related to the Neurosequential Model of Therapeutics© (NMT), the Neurosequential Model in Education© (NME), and the Neurosequential Model in Caregiving© (NMC) with individuals and organizations. Any and all materials used in any Neurosequential Model© training process fall within the reserved copyrights of the NMN.

All Letters of Agreement (LOA) with NMT Sites and Individuals clearly state - "*all materials created by the NMN for the NMT or any other material developed by the NMN are subject to Copyright. Unauthorized duplication is a violation of applicable laws. The materials developed for the NMT or any Neurosequential Model training activity may not be re-purposed by individual participants, participating organizations or individuals (e.g., posted on the web, reproduced for other presentations or distribution) without specific, prior written permission from the NMN*"; this policy extends to any and all slides used in NMT Train-the-Trainer Program, the NME Trainers Program, NMC Trainings, or in other presentations made by certification participants.

It is our requirement that any NMN materials or intellectual property used by participants in any clinical or training activity will include appropriate attribution including slides, metrics, images or articles that may be reproduced. We have been generous in the use of NMN materials and images and will continue to be so. **All we ask is that we have an opportunity to review and approve.** We are forced to be vigilant of this policy due to an increase in the appearance of non-attributed NMN images, heuristics and other intellectual property on the web and in other training materials. In an effort to ensure proper attribution and standardize the process of individuals using NMN materials, the following guidelines are being instituted.

of organizations or individuals either working towards NMT certification or fully certified individuals or sites. The use of the metric with each site will be individually determined based upon the current status of the certification process. NMT Metrics may be used for research, outcome or clinical purposes either during certification training or following certification with permission from the NMN.

2. The NMT metrics may not be modified in any way. Any modification of NMT metrics will be considered copyright infringement. Sites or individuals found to be using modified NMT metrics will have certification status terminated, and legal action may be pursued.

3. The purpose of these policies and those related to the use of NMT for research is to ensure that high fidelity is maintained during the training and exporting process. In order to fairly "study" the impact of the NMT on outcomes or to use the NMT as part of other program elements with the intent of following outcomes, it is essential that the users are fully certified and maintain acceptable fidelity. The NMN Fidelity process ensures that this is possible. The intent is not to restrict evaluation or inhibit independent evaluation of the NMT – it is to ensure that when independent evaluation is conducted, it is actually studying the impact of NMT and not low fidelity variations.

NME CLASSROOM TOOLS

1. The NME Classroom Tools may not be used ***for any purpose*** aside from the specific educational and clinical use in the NME staffings conducted by Dr. Perry or other NMN staff. The only exception is the set of individuals either working towards NME Trainer status or who have completed the NME Trainers Program. NME Classroom Tools may be used for research or outcome purposes either during training or following training with permission from the NMN.

2. The NME Classroom Tools may not be modified in any way. Any modification of NME materials including the Classroom Tools will be considered copyright infringement. Anyone found to be using modified NME materials will have their NME Trainer status terminated, and legal action may be pursued. We appreciate your understanding and look forward to working with you.

Any individual participating in NMT Individual Certification, NME Trainers Program or any other NM training or NM-related program must sign and return this form to signify an understanding of the NMN Attribution Policy and agreement to adhere to said policy. The director for each organization participating in NMT Site Certification must sign and return this form, signifying that he/she has provided to and retains a signed copy from each member of his/her clinical team participating in the NMT Site Certification process.

Name (Please Print)	Organization
Signature	Date