1988

ANA Statement of Understanding; Series I; File 12

Juanita Hunter

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CRITERIA FOR THE DEVELOPMENT AND IMPLEMENTATION
OF ANA/SNA SPONSORED PROGRAMS

CRITERIA FOR PROGRAMS

The American Nurses' Association and the state nurses associations agree that
the following criteria shall exist when determining the sponsorship of nondues
revenue programs. In developing these criteria, two categories of programs
were identified. The criteria do not include such ANA nondues revenue
programs as certification, accreditation of continuing education, label sales
and grants and contracts.

ANA Sponsored Programs

These nondues revenue programs are sponsored by ANA. ANA will receive all
revenue and be responsible for all expenses.

If ANA desires to sponsor a nondues revenue program, all of the following
conditions must be satisfied before it is directly marketed to SNA members:

1. Proposals from vendors shall indicate the necessity for a national market
   in relationship to the following areas:
   b. Marketing management.
   c. Limited project availability.

2. The program shall not conflict or compete with any program currently
   sponsored by the SNA or which the SNA plans to sponsor unless the SNA
   permits ANA to directly market the program to the SNA members.

3. ANA shall insure that the program is revenue independent and no direct or
   indirect use of dues assessment funds shall be required.

4. ANA shall secure written verification from each SNA that the SNA has no
   interest in the selected program and authorizes ANA to directly market
   the program to the SNA members.

5. The SNA shall retain the right to withdraw authorization to market the
   program to its members provided that ANA may continue to service current
   participants.

6. The SNA may authorize ANA to directly market a program to the SNA members
   without endorsing or promoting the product.

7. The SNA may choose not to endorse or promote a program or allow ANA to
   directly market a program to the SNA members.

Constituent Forum
June 13, 1988
Agenda Item #11
A.N.A. STATEMENT OF UNDERSTANDING

ANA and SHA Sponsored Programs

These are mandate revenue programs sponsored jointly by AHA and the SNA with revenue and expense sharing based on the agreement completed prior to the initiation of the program.

The following conditions shall guide the development of SNA and AHA sponsored programs:

1. The SNA does not have the resources or interest to investigate, develop, and administer the mandate revenue program.
2. The SNA is willing to allow AHA to directly market the program to the SNA members.
3. The AHA and SNA are willing to share revenue and expenses through an SNA/SHA sponsored program.
4. AHA is willing to investigate, develop and administer specific joint sponsored mandate revenue programs with the SNA.

PROGRAM IMPLEMENTATION

ANA will develop mandate revenue programs which will be made available to all SNAs.

1. Annually, AHA will send a survey to all SNAs to determine interest in various sponsored programs. The survey will include a list of programs with a specific response from each SNA on each program as follows:
   (Circle those applicable)
   A. Will endorse
   B. Will promote
   C. Will not endorse or promote, but will permit AHA to directly market to SNA members
   D. Will not endorse, promote or permit to be directly marketed to SNA members

This survey will require a specific time for response. The survey will include a brief overview for each program. It will describe the program, provide implementation data, potential revenue and expenses, specific vendors being considered, and information on each party's obligation.

2. AHA will report the results of the survey by category of response. AHA will use the results of the survey to determine the feasibility of recommending specific group programs to be implemented in the next budget year. This report will be presented to the Committee on Finance. The report will include evidence of SNA interest, revenue and expenses potential, marketing potential, competition, vendors willing to offer the program, and other relevant information.

3. A specific recommendation will be made to the AHA Committee on Finance about which programs to sponsor during the coming budget year.

4. When the budget is adopted, SNAs will be notified which sponsored programs will be implemented.

5. Before pursuing a specific program, AHA will outline the program in detail and send the information to all SNAs requesting that they review the program, including a marketing plan, implementation data, projected income and expenses for AHA and the SNA, specific vendor offering the program and an overview of each party's obligation.

6. The AHA will negotiate the agreement with SNA based on its willingness and ability to support, market, and generate mandate revenue through a program sponsored by AHA and the SNA.

7. The SNA executive director or designated person will sign and return the agreement. The agreement will include the expected income and expenses of the program for AHA and the SNA.

8. AHA will monitor the sponsored programs and issue periodic reports to the Board of Directors and the SNAs.

9. If, during the budget year, AHA learns of a new program that would be timely to implement during that budget year, SNAs will be surveyed as provided above. If there is sufficient interest in the program, AHA will follow the process for preparing a recommendation to the Board of Directors. The final recommendation will be provided to the Board of Directors at a regularly scheduled meeting.

DF: 06/09/88
A.N.A. STATEMENT OF UNDERSTANDING
### A.N.A. STATEMENT OF UNDERSTANDING

**PREAMBLE**

Whereas, the American Nurses' Association (ANA) and the constituent member state nurses' associations (SNAs) desire to further their common purposes of working for the improvement of health standards, the availability of health care services for all people, fostering high standards of nursing, stimulating and promoting the professional development of nurses, and advancing the economic and general welfare of nurses.

And whereas, the organizational strength of ANA and the SNAs is interdependent.

And whereas, the functioning of ANA and SNAs will be enhanced to the extent that business relationships and respective rights and responsibilities are clear, complementary and not competitive, agreed upon, and adhered to, and permit room for change, growth, and accommodation of special circumstances.

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And, whereas, any exploitations of the business arrangements and respective rights and responsibilities must reinforce and not supplant, circumvent, supercede, or subvert the ANA Bylaws, which is the basic contractual agreement between the ANA and its constituent members,

And, whereas, the ANA and the SNAs desire to set forth their respective understanding of their business arrangements and rights and responsibilities in furthering the purposes of ANA,

Therefore, ANA and the SNAs set forth their respective business arrangements and rights and responsibilities:

Whereas, the business arrangements and respective rights and responsibilities must reinforce and not supplant, circumvent, supercede, or subvert the ANA Bylaws, as the basic contractual agreement between the ANA and its constituent members.

Therefore, ANA and the SNAs set forth their respective business arrangements and rights and responsibilities:

- Climate and Resources: ANA and the SNAs acknowledge that the organizational climate and availability of resources influences the business arrangements and the need to allocate resources to the national organization or state organization at any given point in time.

- Functions: The SNAs have joined together to establish a national professional association for registered nurses and the profession of nursing, the American Nurses Association, in order to carry out common purposes which are national in scope. The ANA Bylaws and the Strategic Plan adopted by the ANA House of Delegates identify the functions in which ANA shall engage. These functions are supported by the dues assessments paid to ANA by the SNAs.

A. Establishing Standards of Nursing Practice, Nursing Education, and Nursing Services.

ANA will establish standards of nursing practice, nursing education, and nursing services and work with SNAs to implement such standards.
A. N. A. STATEMENT OF UNDERSTANDING

ANA will work with other sectors of organized nursing, the public, the federal government, and health and education-related organizations to ensure implementation of the association's standards for nursing practice, nursing education, and nursing services.

ANA will work toward recognition of ASA standards for organized nursing services in accreditation mechanisms in both institutional and community settings.

8 Establishing a Code of Ethical Conduct for Nurses.

ANA will establish the Code for Nurses and publish the code with interpretive statements. SNAs will require their members to abide by the ASA Code for Nurses.

C. Ensuring a System of Credentialing in Nursing.

ANA will provide: 1) clearinghouse, advisory and consultative services regarding the legal regulation of nursing practice; 2) appropriate certification in both general and specialty practice; 3) recognition of certified nurses in advance practice; and 4) accreditation for continuing education in nursing.

D. Initiating and Influencing Legislation, Governmental Programs, National Health Policy and International Health Policy.

ANA will represent the profession in federal legislative and regulatory activities following the establishment of national legislative objectives. ASA will prepare and coordinate the presentation of all testimony before Congress.

SNAs will not knowingly give conflicting testimony nor make personal contacts with members of Congress or their staffs for the purpose of presenting conflicting opinions unless the SNA first reviews the areas of known conflict with ASA.
ANA will provide a political education program for SNA members and work through the SNAs to provide a mechanism for implementation of ANA's legislative objectives.

The SNA will represent its members in state legislative and regulatory activities. Upon the request of an SNA and when feasible, ANA will provide assistance such as a review of state legislation, preparation or delivery of testimony, or the provision of information on similar legislation in other states.


ANA will develop national priorities for research in nursing, influence federal and private sector funding for nursing research, and identify sources of funding available to nurses for research.
Promoting and Protecting the Economic and General Welfare of Nurses.

ANA will engage in litigation, as appropriate, in federal courts and agencies to protect the economic worth of the profession. ANA will monitor the national environment to gauge the changing economic needs of nurses and to develop association policies and programs responsive to those needs.

ANA will monitor federal legislative and regulatory initiatives affecting the interests of nurses and respond according to ANA policy. ANA will identify, compile, and disseminate aggregate data relevant to compensation systems and the economics of nursing practice, and will develop and maintain a clearinghouse for the gathering and dissemination of information to SNAs on matters related to the economic and general welfare of nurses.

SNAs will engage in litigation before state and federal agencies, as appropriate, to protect the economic worth of the profession. SNAs will monitor the state environment to gauge the changing economic needs of nurses and develop association policies and programs responsive to those needs.

SNAs will monitor state legislative and regulatory initiatives affecting nurses and respond according to association policy. SNAs will provide information to ANA about issues, trends, legislation, litigation, and regulatory initiatives within their states which affect the economic and general welfare of nurses. SNAs will permit ANA to report this information in ANA clearinghouse documents.

Neither ANA nor the SNAs will knowingly take positions that contradict or oppose the positions of the other without prior consultation.
ANNA. STATEMENT OF UNDERSTANDING
A.N.A. STATEMENT OF UNDERSTANDING

**CURRENT**  
**RECOMMENDED REVISION**

**V.** Conducting an Affirmative Action Program.

ANA and the SNAs will facilitate and enhance minority participation in leadership roles within ANA and the SNAs. ANA and the SNAs will systematically collect and share data on minority participation in leadership roles with the ANA and the SNAs. ANA and the SNAs will systematically collect and share data on minority participation in the profession, in ANA and in the SNAs.

**L.** Maintaining Communications with Constituent SNAs.

ANA will communicate with SNAs in a timely manner on matters of mutual concern and importance. ANA will establish and maintain a clearinghouse system monitoring and advising SNAs on issues of concern to the profession and association at the national level. ANA will also monitor and report on matters affecting business interests of SNAs. SNAs will monitor issues of concern to the profession and association at the state level and provide such information to ANA and other SNAs in a timely manner. SNAs will provide ANA with one copy of the state's statutes, rules and regulations related to nursing practice, policies and positions adopted by the SNAs' voting body and other documents of interest to ANA and other SNAs for use by ANA in its clearinghouse activities.

ANA will publish and disseminate an annual report and a summary of the proceedings of the annual house of delegates. ANA will publish The American Nurse on a regular basis in order to provide readers with information about the major activities of ANA.

ANA will represent nursing with the national media and inform the SNA of such activities in advance, whenever possible, in order to promote accuracy, avoid confusion and enhance SNA support for the activities.

SNAs will participate in the annual ANA survey of SNAs. SNAs will have input into the development of the survey instrument.

**M.** Assuming an Active Role as Consumer Advocate.

ANA will serve as consumer advocate through:
1) response to federal legislative and regulatory initiatives; 2) liaisons with consumer groups; 3) intersection with other health care organizations; 4) maintenance of a public affairs program; 5) health policy research; and 6) other projects related to the delivery of nursing services and provision of health care.
SNAs will serve as consumer advocate through such activities as deemed appropriate. Both ANA and the SNAs will share information about activities as consumer advocate through routine communications.

In carrying out the preceding functions, ANA will provide certain services to SNAs without charge to the SNA. These services will include, at least, the following:

- A Central Billing and Dues Collection System which the SNA may choose to use.
- One meeting of two representatives of the Constituent Forum and two meetings of the Constituent Forum Executive Committee.
- Field services, as defined by ANA policy, to support SNAs in collective bargaining activities.
- Litigation determined to be in the national interest of nursing.
- Communications regarding labor relations.
- One copy of The American Nurse mailed to each SNA and each SNA member.

ANA will provide at least the following services to SNAs without charge to the SNA:

- A Central Billing and Dues Collection System which the SNA may choose to use.
- One meeting of two representatives of the Constituent Forum and two meetings of the Constituent Forum Executive Committee.
- Annual workshop for SNA executive directors.
- Field services, as defined by ANA policy, to support SNAs in collective bargaining activities.
- Litigation determined to be in the national interest of nursing.
- Communications regarding labor relations.
- One copy of The American Nurse mailed to each SNA and each SNA member.

- One or more copies of various ANA publications including, but not limited to, Capital Update; The Political Nurse; Nursing Practice Update; agenda and summary of action of the ANA Board of Directors; media releases; ANA publications; National Nurses Day materials; reports from ANA committees, cabinets, and councils; annual report of ANA; summary of proceedings of annual house of delegates; summary of annual survey of SNAs; testimony; and reports of activities of other organizations, as appropriate.
- Consultation, as defined by ANA policy, regarding the legal regulation of nursing practice.
- Membership recruitment and retention materials as requested by SNAs.
- Reports from ANA clearinghouse systems.
- Consultation regarding the legal regulation of nursing practice.
- Development and purchase of a maximum of 50% copies of generic membership recruitment and retention materials and consultation as requested by SNAs.
- Reports from ANA clearinghouse systems.
ANA will provide the following services to SNAs which are funded by cost-sharing arrangements between ANA and the SNAs, including but not limited to:

1. Professional development for the Chief Executive Officer of SNAs.
2. Leadership development for local unit officials which includes basic and advanced content in labor relations.
3. Meetings of the ANA House of Delegates. ANA will provide facilities, materials and on-site resources for the activities of the House of Delegates. SNAs or members of SNAs will provide funds for travel, lodging and meals for attendance at the meetings of the House of Delegates.

ANA will provide other services to SNAs which will be funded by cost-sharing arrangements between ANA and the SNAs, including but not limited to:

- Accreditation as a provider and/or approver of continuing education in nursing.

ANA will provide the following services to SNAs which are funded by cost-sharing arrangements between ANA and the SNAs, including but not limited to:

- Leadership development for SNAs officials and SNA staff related to:
  - Labor relations (basic and advanced content)
  - State legislation
  - Nursing practice
  - Membership recruitment and retention

- Meetings of the ANA House of Delegates including facilities, materials and on-site resources.

- SNAs or members of SNAs will provide funds for travel, lodging and meals for attending the House of Delegates.

ANA will provide other services to SNAs for which the SNA will pay a fee, including but not limited to:

- Certification.
- Continuing education offerings.
- Biennial convention.
- Non-delegate attendance at meetings of the ANA House of Delegates.
- Council affiliation.
- Installment or electronic dues payment plans.

ANA will provide services to members of SNAs for a fee, including but not limited to:

- Loans, as defined by ANA policy, with payment of interest.
- Labels.
- Computer software.
- Group insurance programs for SNA staff.
- Publications.
- Advertising in The American Nurse and other ANA publications.
- Capital Update (in bulk quantities at cost).
- Generic Membership Recruitment and Retention materials (copies in bulk quantities beyond 100 at cost).
- Membership services to members of SNAs for a fee, including but not limited to:

- Accreditation as a provider and/or approver of continuing education in nursing.

- Leadership development for SNAs officials and SNA staff related to:
  - Labor relations (basic and advanced content)
  - State legislation
  - Nursing practice
  - Membership recruitment and retention

- Meetings of the ANA House of Delegates including facilities, materials and on-site resources.

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In furtherance of the foregoing, S.N.A. will provide certain services to the public, without charge to A.N.A. These services will include, at least, the following:

- Notification of any change in the S.N.A.'s chief executive officer.
- Notification of any change in the address or telephone number of the S.N.A.'s corporate offices.
- Recognition of A.N.A. as the national professional nursing organization to S.N.A. members and the public.
- Encouragement of S.N.A. members to seek A.N.A. certification.
- One or more copies of the official publication distributed to S.N.A. members.
- One or more copies of S.N.A. publications, as appropriate.

**In addition, S.N.A. will identify and offer certain services to S.N.A., for a fee. These services include, but are not limited to:**

- Transcripts of court or legal proceedings
- Computer software for continuing education
A.N.A. STATEMENT OF UNDERSTANDING

Joint Development of Non-Dues Revenue Programs

ANA and SNAs will explore various non-dues revenue programs. In developing these programs, ANA and the SNAs will advise each other about the: 1) need for the program; 2) the economic return to ANA; 3) the economic return to the SNA; 4) the potential market; 5) competition for the program; and 6) other matters of mutual concern.

ANA and the SNAs will prioritize these programs which are determined to have the greatest economic advantage to ANA and the SNAs by mass marketing of the program. ANA will develop these programs and issue a request for proposal (RFP) to interested vendors including SNAs. ANA will select the vendor and implement the program. ANA will propose agreements to SNAs outlining the obligations of and benefits to each party in offering these programs. SNAs will develop non-dues revenue programs which are limited to the SNA.

Criteria for the Development and Implementation of ANA/SNA Sponsored Programs

(replace with Criteria for the Development and Implementation of ANA/SNA sponsored programs attached)

Conflict Resolution

A conflict that arises over interpretation or application of this Statement of Understanding shall be resolved in accordance with the following process:

1. Either ANA or an SNA may initiate the conflict resolution process by sending written notice to the other. Within thirty (30) days following receipt of the notice, the parties shall agree on an arbitrator to hear and decide the conflict.

2. The arbitrator shall set a time for the hearing which shall be no later than thirty (30) days after the arbitrator accepts appointment.

3. Each party may submit to the arbitrator a position statement and supporting documentation. Copies shall be provided to the arbitrator at least ten (10) days prior to the hearing.

Suggested Additions to the Statement of Understanding Between the American Nurses Association and Constituent Member State Nurses' Associations
### A.N.A. STATEMENT OF UNDERSTANDING

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<td>6. The hearing shall proceed as follows:</td>
<td>6. ANA and the SNA shall share equally the fee for the arbitrator’s services. The cost of ANA participating in the conflict resolution shall be borne by ANA, and the cost of the SNA participating in the conflict resolution process shall be borne by the SNA.</td>
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<td>A. The party which initiated the conflict resolution process shall speak first and shall have a reasonable time to present its position.</td>
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<td>B. The other party shall have a reasonable time to present its position.</td>
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<td>C. The arbitrator may address questions to either party.</td>
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<td>D. The party which initiated the conflict resolution process shall have an opportunity for rebuttal and summation.</td>
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<td>5. The arbitrator shall render a decision in writing within thirty (30) days after hearing the conflict. A copy of the decision shall be sent by certified mail, return receipt requested, to ANA, the SNA and the chairperson of the ANA Constituent Forum. The decision of the arbitrator shall be final.</td>
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**Effective Date**

The initial Statement of Understanding shall be for the period, January 1, 1989, through December 31, 1990. Either party to the statement (ANA or the Constituent Forum) may request a review of the statement, provided such request is made by November 1, 1989.

1990.017
06/08/88