

MENTAL HEALTH FACILITATOR (MHF) PROGRAM POLICY

A. POLICY PURPOSE.

This Policy identifies the mission and purpose of the Mental Health Facilitator[™] (MHF[™]) Program, and establishes the primary Program requirements for MHF Program Partners, MHF Master Trainers, and MHF Trainers.

B. MHF PROGRAM INFORMATION AND MISSION.

- 1. MHF Program Ownership And Mission. The National Board for Certified Counselors, Inc. (NBCC) owns and administers the MHF Program, and coordinates all MHF Program activities in the United States and internationally through a network of approved Program training partners (MHF Program Partners). The mission of the MHF Program is to improve access to appropriate mental health care, particularly in underserved communities, by: training individuals to identify mental health needs; providing knowledge and skills to enable them to deliver assistance to those experiencing mental health concerns, including the provision of referrals to appropriate mental health professionals; and, providing funding support for certain MHF Program Partners or activities.
- 2. General Program Information And Description: The MHF Program consists of an educational framework that makes globally-recognized mental health information relevant to the needs of local communities by: improving communication and helping skills; identifying local mental health resources; and, connecting care networks and community organizations to individuals in need of mental health services. Individuals who participate in the MHF Program training (training participants) can support their work with skills that complement existing mental health care resources within a community.

NBCC maintains a Registry of those training participants who complete the MHF Program training. The MHF is not a professional designation or credential, such as a professional license or certification; however, individuals can state that they have completed the Mental Health Facilitator training upon receipt of an MHF Certificate of Completion. Completion of the MHF training and inclusion on the MHF Registry does not qualify an individual to provide diagnostic or therapeutic mental health services.

3. <u>Non-Discrimination</u>. MHF Program trainings and other activities are available and open to all eligible participants. MHF Program Partners and MHF trainers must not restrict participation in any MHF training or activity based on a potential participant's race,

gender, age, religion, sexual orientation, gender identity, disability, creed, ethnicity, political beliefs, national origin, or any other personal characteristic prohibited by applicable law.

C. MHF PROGRAM PARTNERS.

MHF Program Partners/ Eligibility. MHF Program Partners work cooperatively with NBCC to advance the MHF Program and administer Program trainings, subject to the supervision and approval of NBCC. MHF Program Partners include individuals, educational institutions, government agencies, and other qualified organizations and entities, as determined by NBCC.

NBCC evaluates the capabilities and resources of all individuals, organizations, and other entities interested in serving as an MHF Program Partner. Among other requirements, MHF Program Partners must be able to satisfy the following rules:

- a. <u>Facilities</u>: A Program Partner must be able to provide the necessary meeting space, computer equipment and information technology, and other facilities and equipment needed to properly conduct MHF trainings.
- b. <u>Administration</u>: A Program Partner must employ and/or use qualified staff and administrative support systems to: process training program enrollments/ registrations; properly organize and provide MHF trainings; respond to inquiries and send communications regarding the MHF Program; and, to maintain complete and accurate information concerning MHF Program trainings.
- c. <u>Financial Responsibility</u>: A Program Partner must responsibly manage all financial aspects of the MHF Program and trainings, including: the collection of Program training fees from training participants; the payment of costs related to trainings; and, the payment of Program-related fees and royalties to NBCC.

NBCC may request additional information from an individual, organization, or other entity interested in serving as an MHF Program Partner (Program Partner applicant). NBCC retains the exclusive right to approve or reject a Program Partner applicant for MHF Program Partner status.

2. MHF Program Partner Agreements: Program Partner applicants that are approved by NBCC are required to accept and sign an MHF Program Partner License and Services Agreement (Program Partner Agreement) prior to participating in the program, and prior to conducting any MHF training activities. Among other terms, the Program Partner Agreement includes terms that identify and explain: the responsibilities of the Partner, including the training program requirements; the permitted use of the applicable MHF Curriculum; and, the MHF Program royalty fees to be paid by the Partner to NBCC.

3. MHF Program Partner Responsibilities.

- a. **Training Responsibilities**. The Program Partner will be responsible for administering MHF Program trainings approved by NBCC. Such responsibilities will include:
 - (1). Providing all necessary facilities, equipment, and administrative support needed to properly conduct the trainings, and arranging for all meals and refreshments for trainers and trainings participants.
 - (2). Identifying the language(s) in which the MHF trainings will be conducted.
 - (3). Notifying NBCC, in writing, of any MHF trainings at least thirty (30) days prior to the start of the training.
 - (4). Processing enrollments/registrations for each MHF Program training, which are limited to a maximum of twenty-five (25) training participants per training.
 - (5). Complying with all NBCC requirements and instructions regarding MHF training participant eligibility.
 - (6). Using the MHF Curriculum provided by NBCC, including all Curriculum modifications, as the primary instructional material for each MHF training. A Program Partner may use a contextualized or translated version of the MHF Curriculum and other MHF Program-related materials with the prior, written approval of NBCC.
 - (7). Ensuring that each training participant signs an MHF Program Participation and Confidentiality Agreement prior to the start of the training.
 - (8). Providing all MHF training materials, including the appropriate MHF Curriculum, to each training participant, as determined by NBCC.
 - (9). Supervising the activities of the MHF Master Trainers and Trainers conducting each Partner training.
 - (10). Printing and distributing an NBCC-approved MHF Program Certificate of Completion to each training participant who successfully completes the training program.

- b. **Records Maintenance and Reporting Responsibilities**. The Program Partner will be responsible for maintaining accurate and complete Program training records and providing required information and reports to NBCC. Such responsibilities will include:
 - (1). Recording accurately the number of participants in each MHF Program training administered or conducted by Partner.
 - (2). Maintaining complete and accurate records of MHF Program participant information, including each participant's name, address, email address, and other contact information for each Partner MHF Program training, as required by NBCC. The Program Partner records also will identify the training start and completion date(s) for each training participant.
 - (3). Providing NBCC with all required MHF Program information and data, including, but not limited to, information collected in connection with each Partner MHF training; training participant demographic information; and, Partner MHF Program pre- and post-test (assessment) results.
- c. **Financial Responsibilities**. The Program Partner will be responsible for managing all financial aspects of the MHF Program and trainings, including the following:
 - (1). Establishing MHF Program participant training and registration fees, subject to NBCC approval.
 - (2). Collecting all approved training and registration fees from each MHF Program training participant.
 - (3). Paying all costs related to each Partner training.
 - (4). Transmitting all Partner training program royalty fees to NBCC.
- d. **Marketing and Promotion Responsibilities**. The Program Partner will be responsible for marketing and promoting the MHF Program, and must submit all print and electronic marketing and informational materials regarding the MHF Program to NBCC for review and approval prior to distribution and/or publication.
- 4. MHF Program Materials/ Translations. In the event that the Program Partner and NBCC determine that it is necessary to translate the appropriate MHF Curriculum and other MHF Program-related materials (MHF Program Materials) for use in connection with approved MHF Program trainings, the Partner will make arrangements for the translation of the materials into the language in which the MHF Program will be administered. NBCC may provide limited financial assistance to the Program Partner for the sole purpose of engaging translators and an appropriate behavioral health expert to develop an accurate translation of the MHF Program Materials, which will be derivative works owned and controlled exclusively by NBCC.

5. <u>Suspension Or Termination Of MHF Program Partner Status</u>. In the event that NBCC determines that an MHF Program Partner has acted contrary to an NBCC policy, Program Partner Agreement term, or instruction related to the administration of the MHF Program, NBCC reserves the exclusive right to take all appropriate corrective actions, including, but not limited to, the issuance of conditions related to the Partner's MHF Program status, suspension or termination of Partner's MHF Program Partner status, and/or termination of the Program Partner Agreement.

D. NBCC MHF PROGRAM RESPONSIBILITIES.

- 1. <u>MHF Training And Registry Eligibility</u>. NBCC will establish the eligibility requirements for participation in MHF trainings and the MHF Registry, and will advise the MHF Program Partner of such requirements. NBCC will maintain a database Registry of all training participants who successfully complete an MHF Program training.
- 2. <u>MHF Program Materials/ Translations</u>. Upon execution of an MHF Program Partner Agreement, and payment of all required Curriculum license royalty fees, NBCC will provide the Program Partner with access to the MHF Program Materials, as determined by NBCC. The MHF Program Materials will be provided to Partner in electronic format, through a secure, online NBCC portal. All translated MHF Program Materials are owned and controlled exclusively by NBCC, and constitute confidential and/or proprietary materials of NBCC.
- 3. <u>MHF Program Certificates Of Completion</u>. NBCC will provide the Program Partner with access to the NBCC-approved MHF Program Certificate of Completion template, via the secure, online NBCC portal. The Program Partner will prepare and issue Program Certificates of Completion only to qualified training participants consistent with NBCC requirements.
- 4. <u>MHF Training Supervision And Quality Control</u>. NBCC reserves the exclusive right to condition or refuse the approval of any training conducted by the MHF Program Partner. NBCC may withdraw authorization of all Program Partner-issued Certificates of Completion related to a training that is not approved by NBCC.

E. NBCC INTELLECTUAL PROPERTY OWNERSHIP.

NBCC owns all rights and interests, including trademark, copyright, and other proprietary rights, related to:

- 1. The National Board for Certified Counselors, Inc. (NBCC), and all NBCC-owned marks, logos, and identifiers;
- 2. The NBCC Mental Health Facilitator Program (MHF Program), including all marks, designations, and identifiers;

- 3. All MHF Program documents and copyrighted materials (MHF Program Materials), in all forms and formats, including:
 - a. The MHF Curriculum, which consists of nineteen (19) modules, and all related Curriculum materials.
 - b. The MHF-ASAP! Curriculum, which consists of fourteen (14) modules, and all related ASAP! Curriculum materials.
 - c. The MHF-Educator's Edition (EE) Curriculum, which consists of nineteen (19) modules, and all related EE Curriculum materials.
 - d. The MHF-Express Educator's Edition (EEE) Curriculum, which consists of seventeen (17) modules, and all related EEE Curriculum materials.
 - e. All other MHF Program materials, including, but not limited to: MHF Program policies; Program training participant and MHF trainer agreements; Program preand post-evaluation assessment documents; Program evaluation forms; MHF Training Program reports; MHF trainer training materials; and MHF-related publications.
 - f. All translations of the MHF Program Materials.
- 4. All MHF Program information and data, including: all information collected by Partners in connection with MHF trainings; participant and MHF registrant demographic information; pre- and post-evaluation (assessment) results; and, MHF Program evaluations (MHF Program Data).

F. MHF MASTER TRAINERS AND TRAINERS.

All MHF trainings must be conducted by an NBCC-approved MHF Master Trainer or MHF Trainer, who satisfies the following eligibility requirements:

- 1. <u>MHF Master Trainer</u>: In order to qualify as an MHF Master Trainer, an individual must satisfy the following eligibility and registration requirements:
 - a. A college/university graduate degree (or equivalent) in an appropriate mental health or related field, including the professional fields of counseling, psychology, clinical psychology, social work, and psychiatry.
 - b. Significant, verifiable training or experience as an educator, instructor, or presenter related to subjects in the mental health field, as determined by NBCC;
 - c. Successful completion of an NBCC-approved MHF Master Trainer training;

- d. Acceptance of the required MHF Master Trainer Agreement; and,
- e. Payment of all MHF Master Trainer registration fees.

In order to maintain registration as an MHF Master Trainer, the individual will be required to complete all MHF Master Trainer registration maintenance requirements, including facilitation of at least one (1) MHF training every three (3) years, and payment of required registration fees.

An MHF Master Trainer is only authorized to conduct MHF Trainer trainings and MHF trainings that are hosted or sponsored by a Program Partner pursuant to a current Program Partner Agreement, or as otherwise expressly authorized by NBCC.

- 2. <u>MHF Trainer Requirements</u>: In order to qualify as an MHF Trainer, an individual must satisfy the following eligibility and registration requirements:
 - a. An appropriate college/university undergraduate degree (or equivalent) which includes a mental health component;
 - b. Verifiable training or experience as an educator, instructor, or presenter related to subjects in a mental health field, as determined by NBCC;
 - c. Successful completion of an NBCC-approved MHF Trainer training, which includes a teaching component under the supervision of an MHF Master Trainer; and,
 - d. Acceptance of the required MHF Trainer Agreement.

An MHF Trainer is only authorized to conduct MHF trainings that are administered by a Program Partner pursuant to a current Program Partner Agreement, or as otherwise expressly authorized by NBCC.

G. MHF PROGRAM RESEARCH.

NBCC conducts scholarly research concerning the MHF Program through information and data received from Program Partner trainings and other Program activities (MHF Program Data). Partners who elect to participate in such research activities will be provided with written guidelines describing the data to be collected and provided to NBCC. All research assistance activities by the Program Partner must be pre-approved by NBCC, and subject to a research agreement. NBCC will own all rights and interests in the MHF Program Data.

H. NBCC MHF PROGRAM FUNDING SUPPORT.

In certain circumstances, NBCC may provide funding support dedicated to the administration and facilitation of the MHF Program, including the translation of MHF Program Materials for use in connection with approved Program trainings. All Program Partners seeking funding support for

their MHF Programs must complete and submit the required funding request documents, and provide all information and materials requested and required by NBCC.

Among other factors, the following information will be considered by NBCC when determining whether a Program Partner will receive funding support:

- 1. The financial and/or business need(s) of the Program Partner for the funding support.
- 2. The amount of funding support requested by the Program Partner.
- 3. How the requested funding amount would support or satisfy the described need(s) of the Partner.
- 4. A comprehensive description of the plan and budget for utilizing the funds, including an explanation concerning how the funding support will benefit the local community.
- 5. Whether the Program Partner received NBCC funding support in the past. If so, how successfully did the Partner use the funds to satisfy the identified goals/plans, and satisfy any related NBCC instructions and conditions.

As a condition of receiving NBCC funding support, the Program Partner will be required to provide NBCC with an itemized statement and detailed accounting concerning the expenditure of all NBCC funds supporting the MHF Program, and complete a Funding Reconciliation document provided by NBCC.

I. LIMITATION OF LIABILITY AND DISCLAIMERS.

The following liability limitations and disclaimers apply to all MHF Program Partner activities and training participants:

- 1. NBCC will not be liable or otherwise responsible for: any act or omission of the Program Partner, or its employees and representatives; the acts or omissions of any training participant during the MHF training programs, or otherwise; or, the services and/or activities of any MHF training participant, or any MHF registrant.
- 2. NBCC specifically disclaims any responsibility or warranty related to: participation in, or completion of, an MHF training; the qualifications of any MHF training participant or registrant to provide any diagnostic or therapeutic mental health services; and, the content of the MHF Program and MHF trainings. Completion of the MHF training and inclusion on the MHF Registry does not qualify an individual to provide diagnostic or therapeutic mental health services.
- 3. NBCC will not be responsible for: any personal, personal medical, or health-related costs or expenses for any MHF training participant or Partner representative; or, any travel-related costs or expenses related to attendance at an MHF training.