



American Public Health Association

Working for a Healthier World

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APHA-AFFILIATE MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made this _____ day of _____, 20____, by and between the AMERICAN PUBLIC HEALTH ASSOCIATION ("APHA"), a nonprofit corporation and _____, a nonprofit _____ and an organization referred to in the Constitution of APHA as an Affiliated Association (hereinafter referred to as "Affiliate").

I. PURPOSE

The American Public Health Association, established in 1872, has advocated on behalf of the public's health for more than 135 years. Since 1918, state and regional associations have affiliated with APHA, working together to achieve the vision of a healthier public. This agreement is made in order to define the relationship between APHA and Affiliate and to outline the respective roles and responsibilities of each entity. APHA and Affiliate share the primary goal to improve the public's health and promote equity in health status for all. Parties enter into this agreement understanding that its provisions will contribute to the organizational capacity of both APHA and the Affiliate by strengthening the foundation for mutual support, accountability and partnership. APHA and Affiliate do this through the collaborative use of expertise, influence, and resources to grow stronger as organizations and to promote shared priorities in the areas of public health infrastructure, policy development, education, advocacy and initiatives at the local, state, and national levels.

II. CORE VALUES OF APHA/AFFILIATE RELATIONSHIP

- A. This relationship will be a transparent relationship, with open communication.
- B. This relationship will respect the diversity of ideas, needs and members of APHA and Affiliate.
- C. This relationship will recognize the autonomy of APHA and Affiliate.
- D. This relationship will be based on inclusiveness, responsibility, collaboration, and commitment of APHA and Affiliate.

III. RESPONSIBILITIES

- A. **Separate Entities:** Affiliate and APHA expressly acknowledge and agree that Affiliate and APHA are, and intend to remain, separate entities and as such shall not incur any liability, obligation or expense on behalf of each other. The Affiliate and APHA and their members are prohibited from acting as agents or representatives of the other without express written authority. In furtherance of such intention and agreement, Affiliate hereby indemnifies and holds harmless APHA and its officers, directors and employees from and against any suit, claim, obligation, cost and expense which may be incurred by APHA and/or its officers, Governing Council members, Executive Board members, and employees which may arise by reason of any act or failure or omission to act which is inconsistent with its obligations and responsibilities under the APHA Constitution and Bylaws or this MOU or any commitment or undertaking for or on behalf of APHA not authorized by APHA, whether as a result of agency relationship by Affiliate, its officers, directors or employees or otherwise. Likewise, APHA hereby indemnifies and holds harmless Affiliate and its officers, directors and employees from and against any suit, claim, obligation, cost and expense which may be incurred by Affiliate and/or its officers, directors and employees which may arise by reason of any act or failure or omission to act which is inconsistent with this MOU or any commitment or undertaking for on behalf of Affiliate not authorized by Affiliate, whether as a result of agency relationship by APHA, its officers, directors or employees or otherwise.
- B. **Self Governance:** Affiliate hereby understands and agrees that Affiliate is a legal entity which must not only observe all APHA affiliated status obligations as defined in the APHA bylaws, but also discharge legal obligations incumbent upon any self-governing organization.

IV. BENEFITS TO AFFILIATE

- A. **Representation on APHA Governing Council, Boards and Committees:** Members of Affiliate who are members of APHA may both serve on and chair major APHA committees or boards, including but not limited to:
1. APHA Governing Council
 2. APHA Executive Board
 3. Committee on Affiliates (COA)
 4. Action Board
 5. Committee on Membership
- B. **Promotional Materials and Logo:** An entity that has been granted status as an Affiliate may identify itself as such on circulars, brochures and other such promotional materials related to solicitation of members, continuing education programs, or other such programs or materials. Affiliate recognizes that APHA's

logo is or may be subject to trademark protection and that the APHA logo may not be used in any manner without the prior written permission of APHA. Neither the APHA name nor any version of its logo shall be used in such a way as to represent approval by APHA of the content of publications or programs or the material to which the APHA name or logo is attached.

- C. **APHA Resources:** Affiliate is entitled to receive complimentary subscriptions, one (1) per Affiliate, of *The Nation's Health* and *the American Journal of Public Health*. Other resources available to the Affiliate include but are not limited to: opportunities to apply for mini-grants; advocacy training; technical assistance; a visit from APHA's President to Affiliate's annual meeting at least once every three (3) years; access to a listserv of Affiliate peers; and a resource page for Affiliates on the APHA Web site.
- D. **Member Lists:** APHA shall provide Affiliate with the names, mailing addresses, and e-mail addresses of APHA members who reside in the territory represented by the Affiliate, not more often than once per calendar year or when mutually appropriate. Such information shall be based on APHA's database at the time.
- E. **Advocacy:** The APHA Director of Government Relations coordinates and supports APHA's involvement in state legislative activities. Affiliate recognizes that APHA is a 501(c)(3) organization under the Internal Revenue Code ("Code") and that, as such, there are limits regarding its legislative activities. Affiliate agrees, therefore, that it will not undertake any legislative activities for or on behalf of APHA or use the APHA logo without the prior written approval of APHA or as resources allow.
- F. **Political Action:** Affiliate agrees that if Affiliate engages or participates in, or intervenes in, any political campaign on behalf of (or in opposition to) any candidate for public office, Affiliate will not use the APHA name, abbreviation or any logo for APHA or in any way imply or suggest that APHA approves or disagrees with the position taken or such involvement by Affiliate.

V. **BENEFITS TO APHA**

- A. **Membership:** APHA may utilize the combined membership of the Affiliates when speaking to the strength, breadth and volume of membership of APHA.
- B. **Member Lists:** Affiliate shall provide APHA with the names, mailing addresses, and e-mail addresses of Affiliate members who reside in the territory represented by the Affiliate, not more often than once per year or when mutually appropriate. Such information shall be based on Affiliate's database at the time.
- C. **Affiliate Resources:**

1. Affiliate leaders may serve as communication liaisons between APHA and Affiliate members by participating in conference calls and other communication avenues.
2. Affiliate may utilize its internal communication channels to assist APHA in advocacy activities that can be strengthened through a local presence.
3. Affiliate or its representatives will bear the expense of attendance at the Annual Meeting for the purpose of fulfilling Governing Council obligations.
4. APHA may use Affiliate membership lists to support APHA advocacy efforts

D. **Advocacy:** APHA recognizes that Affiliate may be a 501(c)(3) organization under the Internal Revenue Code ("Code") and that, as such, there are limits regarding its legislative activities. APHA agrees, therefore, that it will not undertake any legislative activities for or on behalf of Affiliate or use the Affiliate logo without the prior written approval of Affiliate or as resources allow.

E. **Political Action:** APHA agrees that if APHA engages or participates in, or intervenes in, any political campaign on behalf of (or in opposition to) any candidate for public office, APHA will not use the Affiliate name, abbreviation or any logo for Affiliate or in any way imply or suggest that Affiliate approves or disagrees with the position taken or such involvement by APHA.

VI. AFFILIATE STANDARDS

A. **Due Organization:** APHA requires all Affiliates to be incorporated or be actively seeking incorporation. If Affiliate is a corporation in the State where its principal business is located or elsewhere, Affiliate understands and agrees that it is the sole responsibility of Affiliate, and will take any necessary steps and actions, to maintain good standing as defined in the laws of the State where Affiliate is incorporated. If Affiliate is not yet a corporation, Affiliate understands and agrees that it will take any necessary steps and actions, to maintain lawful status as an unincorporated entity or association as defined in the laws of the State where Affiliate is located or where Affiliate has its principal office while seeking incorporation.

B. **Good Standing:** The Affiliate shall furnish to APHA, if required, a Certificate of Good Standing or a status certificate from the State where the Affiliate is incorporated or where it is otherwise organized. In lieu thereof, Affiliate may indicate good standing on a cover form, signed by Affiliate President as part of its annual reporting requirements.

C. **Insurance:**

1. **Liability.** Affiliate agrees that at its own expense, it will maintain minimum general liability insurance. A copy of the certificate of

insurance shall be provided as part of the annual report to APHA. In lieu thereof, Affiliate may indicate insurance on a cover form, signed by Affiliate President.

2. **Other Insurance.** APHA encourages Affiliate to purchase and maintain directors' and officers' liability insurance. The Affiliate may obtain such additional insurance coverage as it may choose, at its own expense.
3. APHA may, but is not obligated to, obtain insurance coverage, if it is available, for Affiliate and any other affiliated organization, the expense of which shall be at the expense of the affiliated organizations that are so covered, such expense to be allocated reasonably in APHA's sole discretion.

D. Tax-Exempt Status: Affiliate will advise APHA as to Affiliate's status under the Code and the section thereof pursuant to which Affiliate holds tax exemption (for example, Section 501(c)(3) or Section 501(c)(6) of the Code). If Affiliate is not a 501(c)(3), Affiliate recognizes that it is the Affiliate's responsibility to be aware of its tax status and agrees to discuss the appropriateness of this status with its legal counsel, tax advisor and Board of Directors/Governing Board of Affiliate. In the event Affiliate becomes subject to an audit or receives notification thereof, Affiliate agrees to inform APHA within fifteen (15) days.

E. Legal Action: Affiliate agrees to notify APHA within fifteen (15) days in the event any legal action is instituted.

F. Conformity of Bylaws: Affiliate expressly acknowledges the objectives of APHA as set forth in the Articles of Incorporation and in the Bylaws of APHA and agrees that its purposes and Bylaws shall not be inconsistent with, the purposes, Constitution, and Bylaws of APHA

G. Annual Reporting of Association Activities: The Board of Directors/Governing Board of Affiliate, or a committee or individual appointed by the governing authority of Affiliate shall prepare and submit an Annual Report of Association Activities to APHA. This report shall be due ten (10) days prior to the APHA annual meeting. It shall contain the following:

1. A brief outline of Affiliate activities for the past year and anticipated activities for the upcoming year. This should include observances during National Public Health Week.
2. Any amendments to Affiliate's Bylaws adopted during the previous year.
3. Current officers and contact information for the APHA website. This should include names, mailing addresses, telephone numbers, and e-mail addresses.
4. A current membership roster.
5. An affirmation signed by the Affiliate President of current good standing, and an affirmation signed by the Affiliate President that Affiliate has retained its tax exempt status and does not anticipate losing such status.

6. An affirmation signed by the Affiliate President of Insurance for General Liability, and, if applicable, Insurance for Directors and Officers.
7. A financial summary if the Affiliate has less than \$25,000 of gross annual revenues or a copy of the 990 annual tax returns if the Affiliate has more than \$25,000 of gross annual revenues.

H. **Membership:**

1. **Mandatory APHA Membership.** The President and Affiliate Representative to the Governing Council (ARGC) are required to be members of APHA during the year in which they will be representing the Affiliate.
 2. **Joint Membership Promotion.** Both parties agree to jointly promote membership of both organizations. APHA and Affiliate will work together to encourage and educate about membership in both organizations. All persons applying for membership in APHA shall be provided information about how to become a member of their state affiliate. All persons applying for membership in the Affiliate shall be provided information about how to become a member of APHA. Except as provided in paragraph 1 above, members are not required to be members of both organizations.
 3. **Membership Records.** Affiliate is encouraged but not required, to adopt in whole or in part the APHA membership classification system.
- I. **Affiliate Dues:** APHA annual dues for the Affiliate are assessed on a capitation basis with a differential providing a lower per capita payment for Affiliate members who are also members of APHA. The capitation rate is established by the APHA Executive Board, subject to approval by a two-thirds vote of the APHA Governing Council in accordance with the APHA Bylaws.

VII. **MISCELLANEOUS PROVISIONS**

- A. **Confidentiality:** APHA will hold and will cause its officers, directors and employees to hold in strict confidence all documents and information provided to APHA as required by this MOU, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law.
- B. **Severability:** In the event any part of this MOU is found to be illegal, in violation of public policy, or otherwise unenforceable in law, such finding shall not invalidate any other part(s) of this MOU.
- C. **Choice of Law:** The parties acknowledge that this MOU shall be governed by and construed under the laws of the District of Columbia (not including the choice of laws provisions thereof).

VIII. TERM

This MOU shall supersede any prior understandings and agreements between Affiliate and APHA. Both parties shall operate and conduct their business and affairs in accordance with the generally accepted principles of nonprofit business organizations. The “Term” of this MOU shall commence the day both parties have signed the MOU and shall automatically renew for successive one (1) year terms unless either party provides the other party with written notice of its desire not to renew the (MOU) at least thirty (30) days prior to the end of the then current term. Notwithstanding the foregoing, Affiliate may terminate this MOU at any time upon thirty (30) days prior written notice to APHA. In addition, APHA may terminate this MOU at any time upon at least thirty (30) days prior written notice to Affiliate.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers, effective as of the day and year first written above.

AFFILIATE

BY:

Authorized Affiliate Officer

Title:

APHA

BY:

Executive Director
American Public Health Association