



SSWLHC-CHAPTER AFFILIATION AGREEMENT

1.00 AFFILIATION

This AFFILIATION AGREEMENT is dated as of _____(the effective date) by and between National SSWLHC and _____("the Chapter")

WHEREAS, National SSWLHC and the Chapter now believe that their mutual goals can be more effectively achieved through a more formal affiliation, and;

WHEREAS, National SSWLHC and the Chapter, acting through their respective management and Boards, have agreed to document the nature of the relationship between the Chapter and National SSWLHC in this affiliation agreement.

2.00 OBLIGATIONS OF NATIONAL SSWLHC

National SSWLHC will provide the following programs, benefits and services:

- (i) Maintain the SSWLHC website, name, logo and trademark, which may be used by the Chapter;
- (ii) Comply with all federal and state laws and administer and maintain tax-exempt status and filings, incorporation, non-profit status, and will oversee the Chapters' filing of Form 990-EZ or Form 990-N or Form 990-EZN;
- (iii) Maintain liability insurance coverage and provide access to such liability insurance coverage for the Chapter (at a discounted rate) if the Chapter wishes to obtain liability insurance coverage through the National SSWLHC's policy;
- (iv) Membership registration and tracking through National SSWLHC's website;
- (v) Use of the Chapter section on National SSWLHC's website and the listing of the Chapter in the membership database so that new members can be made aware of a Chapter in their area/region;
- (vi) Convene an annual in-person or virtual meeting of Chapter Presidents/Leaders;
- (vii) Convene quarterly phone calls or video meetings of Chapter Presidents/Leaders, including time for networking opportunities
- (viii) Provide national exposure for the Chapter through the SSWLHC Website;
- (ix) On a quarterly basis, send to the Chapter a list of members registering or renewing through the National SSWLHC Website who have chosen the Chapter and the accompanying portion of registration dues.

3.00 OBLIGATIONS OF THE CHAPTER

The Chapter shall:

- (i) Adopt and conform to the bylaws of National SSWLHC;
- (ii) If the Chapter wishes to maintain its separate tax-exempt status it shall do so as a supporting organization of the National SSWLHC;
- (iii) Comply with all federal and state laws regarding tax-exempt status and filings, incorporation, and non-profit status;
- (iv) Maintain liability insurance coverage acceptable to National SSWLHC; if the Chapter wishes to, it may obtain liability insurance coverage at a discounted rate through National SSWLHC;
- (v) Meet and promote mission and vision of National SSWLHC;
- (vi) Not alter logo or other marks associated with SSWLHC materials;
- (vii) Agree to be governed by a Board of Directors elected by the general membership of the Chapter;
- (viii) Provide a list annually of Chapter members to be reconciled with National SSWLHC database;
- (ix) Provide an electronic copy of the financial statement for the Chapter within 90 days after the end of the Chapter's fiscal year; and a copy of its Form 990-EZ or Form 990N;
- (x) Pay an **annual** administrative fee based on size of membership as documented by National SSWLHC; such payment is to be made no later than 90 days after the end of each fiscal year;
- (xi) President (or appointed leader) of the Chapter shall actively participate in the quarterly and annual meetings of the Chapter Presidents/Leaders;
- (xii) Limit access to information on the SSWLHC "Member's Only" section to SSWLHC members only. Information contained in this section is not to be shared with any person who is not an active SSWLHC member, or with any other organization, without the written consent of the SSWLHC Board of Directors.

4.00 MEMBERSHIP REQUIREMENTS

All chapter members are considered members of National SSWLHC and are required to pay the prevailing rate for annual membership dues. In coordination with National SSWLHC, Chapter leadership shall communicate this requirement to current Chapter members.

Membership registration shall be through National's website; this shall apply to renewals of current members and enrollment of all new members. The annual membership fee is split between the Chapter and National with the Chapter receiving 40% of the fee and National receiving 60% of the fee.

When registering, members will be asked with which local chapter they would like to be affiliated. If there is no local chapter in close proximity or if the individual chooses not to affiliate with a local chapter, the entirety of the annual membership fee will be retained by National SSWLHC.

5.00 TERM AND TERMINATION

This Agreement shall remain in effect, unless terminated by either party in writing with at least sixty-(60)-days notice. National SSWLHC may terminate this Agreement upon the Chapter becoming insolvent, bankrupt, or unable to pay its debts and other obligations as they become due; the Chapter ceasing substantial activity; or the Chapter committing a material breach of

this Agreement. In the event of termination, the license to utilize the SSWLHC name, acronym, logo and marks shall cease immediately.

If a Chapter voluntarily or involuntarily ceases operations as a SSWLHC affiliate, all of the Chapter's net assets gained while the Chapter functioned as a Chapter of SSWLHC shall be transferred (free from restrictions) to the Social Work Health Leadership Foundation, to be used in furtherance of its charitable purposes.

6.00 INDEMNIFICATION

Chapter shall indemnify and save harmless the SSWLHC against and from any and all liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur, rise, or be claimed to occur or arise directly or indirectly from or out of any acts or omissions on the part of the Chapter that results in any liability or claim being made by any party against SSWLHC. The Chapter agrees to pay any costs or expenses incurred or paid by the SSWLHC in connection with the foregoing, including legal fees and other costs and expenses in prosecuting or defending any of the foregoing, whether litigated or not litigated. If an action or proceeding shall be brought by or against SSWLHC in connection with such liability or claim, the Chapter, on notice from SSWLHC, shall defend such action or proceeding at Chapter's expense by and through attorneys retained by the Chapter who are reasonably satisfactory to SSWLHC.

7.00 SEVERABILITY

If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

8.00 COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement, and supersedes any prior and/or contemporaneous agreements, discussions, representations, warranties, arrangements, negotiations and/or understandings between the parties. No changes, alterations, modifications, additions, or qualifications to this Agreement shall be made or be binding unless made in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SSWLHC

CHAPTER

By _____

By _____

Title _____

Title _____

Date _____

Date _____