



## **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 Bylaws of APHA as an Affiliated Association (hereinafter referred to as "Affiliate").

### **I. PURPOSE**

APHA is the national voice on public health. We could not succeed without the complementary efforts of our 54 affiliated state and regional public health associations. Since 1918, APHA and its Affiliates have collaborated to grow stronger as organizations, to share expertise, influence, and resources, and to advocate for common priorities at the local, state, and federal levels. The purpose of the MOU is to improve communication and clarify business practices between APHA and its Affiliates, as well as to enhance infrastructure in each Affiliate.

APHA strengthens the profession of public health; shares the latest research and information, promotes best practices and advocates for public health issues and policies grounded in research. APHA is the only organization that combines a 140-plus year perspective, the ability to influence federal policy to improve the public's health and a member *community* from all public health disciplines and over 40 countries. APHA publishes the American Journal of Public Health and *The Nation's Health*, convenes an Annual Meeting and Exposition where thousands of participants share the latest public health research and leads public awareness campaigns such as Get Ready and National Public Health Week.

### **II. CORE VALUES OF APHA-AFFILIATE RELATIONSHIP**

- A. This relationship will be a transparent relationship, with open communication and add support both APHA and Affiliates in achieving their objectives.

- 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.

## **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 or a breach of the Affiliate's obligations and responsibilities under this MOU, or which is inconsistent under APHA's Articles of Incorporation, or Bylaws or which is an act, 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 a breach of APHA's obligations and responsibilities under this MOU or by reason of 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.

### III. BENEFITS TO AFFILIATE

**A. Representation on APHA Governing Council, Boards, and Committees:**

Members of the Affiliates 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. Council of Affiliates (CoA)
4. Action Board
5. Committee on Membership (COM)

**B. Promotional Materials and Logo:** An entity that has been granted status as an Affiliate should identify itself as such on brochures, websites and other such promotional materials related to solicitation of members, continuing education programs, or other such programs or materials. The permitted language for such identification is as follows: “An Affiliate of American Public Health Association” or “An Affiliate of APHA.” Affiliate may also, with prior written consent of APHA, use the logo of APHA. Affiliate recognizes that APHA's logo is 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. Reference the [APHA Brand Guidelines](#) for details to request the APHA logo and how the logo should be used. When used with consent, the APHA logo shall have ® or ™ immediately following the logo.

**C. APHA Resources:** Affiliate is entitled to complimentary receive one (1) subscription to *The Nation's Health* and *the American Journal of Public Health*, respectively. Other resources available to the Affiliates 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; travel to the annual Affiliate President-Elect meeting at APHA headquarters; regional conference calls; access to a listserv of Affiliate peers; and a resource page for Affiliates on the APHA website.

**D. Membership:** APHA will work with Affiliates, COM and CoA to educate its members and partners about membership and engagement in the Affiliates.

**E. Member Lists:** Annually, APHA shall provide Affiliate with the names, mailing addresses, e-mail addresses, and the designated component groups (sections and student assembly) of APHA members who reside in the territory represented by the Affiliate, such information shall be based on APHA's database at the time. APHA member lists are confidential and, Affiliates shall respect the confidentiality of the member lists. Affiliates may use the APHA member lists to

promote internal membership purposes and shall not sell or share APHA member lists.

- F. **Advocacy:** APHA Government Relations coordinates and supports APHA's involvement in federal 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 federal or state legislative activities for or on behalf of APHA or formulate a position on any federal or state issue of concern to APHA or use the APHA logo without the prior written approval of APHA. Affiliates can request APHA's support for a state or local legislative initiative. APHA will comply if it is appropriate and the necessary resources are available.
- G. **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.

#### **IV. BENEFITS TO APHA**

- A. **Membership:** APHA may utilize the combined membership of the Affiliates, including the Affiliate, when speaking to the strength, depth and volume of membership of APHA.

Affiliate will work with APHA, COM and CoA to encourage and educate their members and partners about membership and engagement with APHA.

- B. **Member Lists:** Annually, Affiliate shall provide APHA with the names, mailing addresses, e-mail addresses, and APHA membership status of Affiliate members who reside in the territory represented by the Affiliate, such information shall be based on Affiliate's database at the time. Affiliate member lists are confidential and, APHA shall respect the confidentiality of the member lists. APHA may use the Affiliate member lists to promote internal membership purposes and shall not sell or share Affiliate member lists.

Affiliate shall notify APHA of leadership changes within thirty (30) days of the change. Affiliate Leadership is defined as; Affiliate President, President-Elect, Vice President, Secretary, Treasurer and Affiliate Representative to the Governing Council or such other terms as are used by the Affiliate to designate corresponding positions of leadership.

- C. **Affiliate Resources:**

1. Affiliate leaders will serve as communication liaisons between APHA and Affiliate members by participating in conference calls and other communication activities.
2. Affiliate shall 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 APHA Annual Meeting to fulfill Governing Council obligations.
4. APHA may use Affiliate member lists for internal membership purposes to support the creation of the healthiest nation.

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 it will not engage or participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office.

## V. 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 in its annual report to APHA, which must be signed by the Affiliate President.

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 coverage in its annual report to APHA, which must be signed by the 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 broker insurance coverage, if it is available, but is not obligated to do so, for Affiliate, the expense of which shall be at the expense of the affiliated organizations that are so covered.

**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) and of its status under any comparable state or local law. 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. In the event, Affiliate becomes subject to an audit or investigation or receives notification thereof; Affiliate agrees to inform APHA within fifteen (15) days after receiving notification of such audit or investigation.

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

**F. Conformity of Bylaws:** Affiliate expressly acknowledges the objectives of APHA as set forth in the Articles of Incorporation, Constitution the Bylaws of APHA and agrees that its purposes and Bylaws are not and 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 Affiliate Activities to APHA. This report shall be due on June 30 each year. APHA staff will provide a template for the report, and it shall contain the following:

1. A brief outline of Affiliate's programmatic and policy activities for the past year and anticipated activities for the upcoming year. This should include observances during National Public Health Week and the Public Health Action campaign.
2. Any amendments to Affiliate's Bylaws adopted during the previous year.

3. Current leadership roster and their contact information. This should include names, mailing addresses, telephone numbers, and e-mail addresses.
4. An affirmation signed by the Affiliate President to renew the APHA-Affiliate MOU.
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 Affiliate President and Affiliate Representative to the Governing Council (ARGC) are required to be members of APHA during the term in which they will be representing the Affiliate.
2. **Generation Public Health:** Affiliates will be included as members of Generation Public Health, which is a national movement of people, communities and organizations working to ensure conditions where everyone has the opportunity to be healthy. Our vision is to create the healthiest nation in one generation.

Change can only happen if we make healthy choices as a society. This means improving everything that impacts health — from housing, education and income to community design, transportation and our environment. Together, we can all be the generation that changes the course of health in America.

- 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 and a designated percentage of organizational membership revenue. 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. Affiliate dues will be reassessed every three years and adjusted if approved by the APHA Executive Board and Governing Council.

J. **Compliance:** Affiliates are expected to comply with all deadlines and requests for participation or information regarding the following items and are subject the compliance measures accordingly.

**1. Annual dues payments:** Non-payment of Affiliate dues will result in a reduction of APHA benefits for the Affiliate during that fiscal year. One year of non-payment precludes Affiliate from participating in APHA Governing Council activities. Two years of nonpayment precludes Affiliate from participating in APHA Governing Council activities and ineligible for receiving paid travel to the Affiliate Presidents-Elect Meeting. Three years of nonpayment precludes the Affiliate for receiving all APHA benefits and results in an inactive status.

**2. Annual membership lists:** If an Affiliate fails to provide APHA with their member list, the Affiliate will be ineligible for receiving an APHA member list for their respective territory.

**3. Annual reports:** If an Affiliate fails to submit the annual report, the Affiliate forfeits its annual subscription of the APHA publications- *The Nation's Health and the American Journal of Public Health*.

**4. Evaluations and reports associated with grant awards:** If an Affiliate fails to submit evaluation and reports associated with grant awards, the Affiliate forfeits the privilege to apply for future funding opportunities for 1 year.

## VI. 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. Affiliate will hold and will cause its officers, directors, and employees to hold in strict confidence all documents and information provided to Affiliate 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).
- D. **Government Contracting:** Affiliate acknowledges that APHA provides services to the Federal Government through contracts and that in connection with any such contract, APHA is required to make certain applicable certifications and each subcontractor for any such contract likewise will be required to make to APHA the applicable certifications. A list of Federal Funds Requirements and Certifications applicable to all Federal Contracts as of the date of this MOU is attached hereto as Exhibit A. In the event that Affiliate bids or otherwise seeks to become a subcontractor to APHA in connection with a contract that includes federal funds, Affiliate will be deemed to be able to truthfully make each applicable certification, and if selected to participate in such Contract, will be required to make each applicable certification to APHA. Affiliate represents that Affiliate has reviewed the requirements in Exhibit A and can, if required, make such certifications, or if Affiliate cannot make such certifications, Affiliate will not bid to become a subcontractor to APHA in connection with a contract that includes federal funds. Affiliate also acknowledges that the required certifications may change and that Affiliate will be required to make such certifications as are in effect at the time of bidding or otherwise seeking to become subcontractor to APHA. APHA will provide from time to time a list of applicable certifications.

## **VII. 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 up to three years, 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:

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Title:

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**APHA**

BY:

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Executive Director  
American Public Health Association

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