



AFFILIATE AGREEMENT

This Affiliate Agreement, effective the _____ day of March, 2024 is made between the Case Management Society of America, a District of Columbia non-profit corporation, with offices at 5034A Thoroughbred Lane, Brentwood, TN 37027 (the "Association") and the _____, with offices at _____, a non-profit corporation, (the "Affiliate").

WHEREAS, Association is a federal tax exempt, nonprofit association, whose purposes are to promote the practice of professional case management (501)(C)(6); and

WHEREAS, Affiliate is also a federal tax exempt, nonprofit organization, which has applied to Association for status as a chapter Affiliate of Association (501)(C)(6).

NOW, THEREFORE, in furtherance of the mutual promises and considerations in the Agreement, the parties agree as follows:

1. **GRANT OF CHARTER**

1.1 **Charter**. Association hereby grants a charter to Affiliate to be a chapter of Association and Affiliate shall be authorized to use the designation "CMSA Association Affiliate," with authority to use such designation in connection with the activities authorized in this Agreement, subject to the following terms and conditions.

1.2 **Territory**. Affiliate shall represent Association in the following geographic area: *(describe territory boundaries - subject to approval by Association)*.

(the "Territory"), however, Affiliate acknowledges that this designation is non-exclusive in the Territory and Association may designate other Affiliates in the Territory as they are requested by merging Affiliate memberships with 60 days' notice to the original Affiliate Organization. Exceptions to the 60-mile radius rule would be Chapter Affiliates that cover an entire state ("State-Wide Chapters").

1.3 **Intellectual Property.** The foregoing grant of Charter by Association to Affiliate also includes grant of a limited right to use certain intellectual property of Association, such as trademarks or copyrights, subject to the terms and conditions in this Agreement.

2. **MEMBERSHIP**

All members of Affiliate also shall be members of Association, in accordance with the provisions, procedures, and applicable due schedules, as set forth in the Association's policy manual concerning Affiliate organizations. Affiliate will determine their member dues and notify Association of any changes made by Board Approval. Association maintains the member data for both Association and Affiliate members. Association will make Affiliate member rosters available to current Affiliate Officers.

3. **OBLIGATIONS OF ASSOCIATION**

Associations obligations under this Agreement shall include the following:

3.1 **Education Programs.** Association shall to the extent practical assist Affiliate in sponsoring and holding certain educational programs in the Territory, such as seminars, meetings, conferences, certification programs, preparation courses, or other programs as may from time to time be sponsored by Association of Affiliate.

3.2 **Education Materials.** Association shall support Affiliate's educational programs in the Territory by selling to Affiliate certain educational materials that may be used in connection with the educational programs, such as course books, student aids, program manuals, and related materials, as Association may make available from time to time.

3.3 **Membership Publications.** The Association will create and provide professional membership collateral for member recruitment purposes that may also be used by the Affiliate.

3.4 **Insurance.** Association will maintain, through an insurance carrier of its choice, general liability insurance coverage for Affiliates in good standing subject to the terms and conditions set forth by the insurance carrier(s). Chapter is solely responsible to procure and to maintain additional general liability insurance and other types of insurance as to provide appropriate coverage for Affiliate's business operations (e.g. directors and officers insurance, cyber liability, event cancellation insurance, and property and casualty) as it may so determine.

4. **OBLIGATIONS OF AFFILIATE**

Affiliate's obligations under this Agreement shall, without limitation, include the following:

4.1 **Affiliate Status, Activities and Purposes.** As a subordinate group and chapter of the Association, the Affiliate shall be incorporated in the District of Columbia as a non-profit corporation and is federal tax exempt under Section 501(c)(6) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law). Affiliate further warrants that it is, and shall remain, in good standing under the laws of the District of Columbia. Affiliate shall conduct all of its

activities under this Agreement in accordance with the highest legal and ethical standards and shall have as its purposes those set forth in Association's Bylaws, as follows, to provide the means by which persons and firms offering services or products within or to the case management field may voluntarily coordinate their efforts to advance the practice in all respects and, to this end, the Affiliate, among other activities, shall endeavor to:

4.1.1 Affiliate Reporting Requirements:

- Affiliate to review and update Affiliate Bylaws as needed. Any changes to Affiliate Bylaws need to be approved by Association Board of Directors (see section 4.2). Most current copy of Affiliate Bylaws must be on file with the Association.
- Affiliate must submit their annual financial reports (year-end bank statement, tax filings and annual budget) to Association annually.
- Affiliate must submit their Board of Directors roster with contact information to Association annually, or as updates are made.
- Affiliate must submit their calendar of events to the Association as available.

4.1.2 Affiliate Meeting/Member Engagement Requirements:

- Affiliate must host an annual meeting for their members – this meeting can be in-person, hybrid or virtual.
- Affiliate must offer a minimum of one additional meeting/webinars/educational event throughout the year that provides CE credits.
- Affiliate must offer a minimum of six (6) educational credits per calendar year (this can be independent or in conjunction with a coalition or another affiliate).
- Beginning in 2025 – at least one in-person meeting will be required.
- Affiliate must conduct regular formal communications with their members (E-mail, newsletter) at least once per month.
- Affiliate must maintain an active, updated, and current website to include, at minimum, a list of the current Affiliate Board of Directors, contact information, and a current calendar of events listing.
- At least one member of the Affiliate leadership team will attend the monthly chapter leader meetings at least once a quarter.
- Affiliate must have an active social media presence (Linkedin and Facebook) and post at least twice per month. This can be original or shared content.
- Affiliate must maintain at least three members of their Board (President, Vice President/President-Elect, and Treasurer) at a minimum. Positions must be filled with no vacancies.
- Affiliate will maintain an active process in place for future leaders, with a succession plan in place for existing board members.
- Affiliate will actively promote CMSA membership through Affiliate membership recruitment plans utilizing the tools and resources provided in the Chapter Leader Resource Center found on the www.cmsa.org website as needed.
- Affiliate will provide local company prospect contact information to Association for membership recruitment.

4.1.3. Optional/Encouraged Activities:

- If financially feasible, Affiliate is encouraged to send one Affiliate delegate to the CMSA Annual Conference and Chapter Leader Workshop.

- Affiliate is encouraged to promote CMSA activities and educational offerings through email, presentation, social media.

Furthermore, Affiliate shall conduct its activities in accordance with policies and procedures set forth in the Association's policy manual concerning Affiliate organizations.

4.2 Recordkeeping. Affiliate shall provide such information to the Association as shall be necessary for the maintenance of a group tax exemption for the Association and the Affiliate chapters of the Association, including information required annually for the filing of Internal Revenue Service reports and such other state and federal reports as may be necessary. Further, any amendments to the Articles of Incorporation or Bylaws to be proposed to Affiliates' membership shall first be submitted to the Board of Directors of the Association for its approval. Further, Affiliate shall maintain records related to its list of members, educational programs, mailings of publications, use of educational materials, and other activities and operations.

During its first year in existence, Affiliate shall submit a report with respect to the above to the Association, due by May 1st following inception or at other times upon request by the Association. These reports shall include budget and financial statements and shall describe any activities Affiliate has undertaken pursuant to this Agreement during each such quarter, including agendas and minutes of all meetings held by Affiliate. The Affiliate also shall instruct its bank(s) to send copies of each quarterly bank statement, or other bank statements upon request to the Affiliate by the Association, to the Association office, marked Attention: Accounting. Upon written request by the Association, Affiliate shall allow the Association to review records of Affiliate pertaining to Affiliate's operations and activities. Any such review will be made in a reasonable fashion so as not to disrupt Affiliate's activities and the cost of the review shall be borne by Association.

4.3 Compliance with Laws. Affiliate warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Further, Affiliate warrants that it has obtained and will continue to maintain at its own expense, all permits, licenses, and other governmental approvals that may be required in the Territory in connection with its performance of this Agreement. At the request of Association, Affiliate shall furnish evidence satisfactory to Association that such permits, licenses and approvals have been obtained. Furthermore, Affiliate warrants that it shall make all required filings, such as annual corporate returns and tax filings, as may affect its corporate or tax status.

4.4 Educational Programs. Affiliate shall endeavor to sponsor educational programs which further and serve the purposes of Association set forth above and shall use its best efforts to ensure that such programs are of the highest quality with respect to program content, materials, and logistical preparation. Affiliate shall obtain the most qualified instructors available for such programs and shall endeavor to use, to the extent possible, the educational materials available through Association in support of such programs, to ensure that the educational programs offered by Affiliate meet the high-quality standards of Association.

4.5 Members and Dues. Affiliate warrants that it shall maintain a minimum number of 20 members, which number may be changed from time to time upon written agreement of Association and Affiliate. Further, Affiliate shall use the dues schedule as agreed between Association and Affiliate.

5. USE OF TRADEMARK AND COPYRIGHTED MATERIALS; CONFIDENTIAL INFORMATION

5.1 Limited License. Affiliate shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, trade names, or copyrighted materials of Association without Association's prior written consent, other than being permitted the limited use of such logos, marks, names, or copyrighted materials in connection with performance of the specific activities authorized under this Agreement. Any use of Association's logo(s), mark(s), or name(s) shall be of logo(s), mark(s), or name(s) expressly approved by Association. In addition, Affiliate shall not make or cause or permit to be made any copies of the Association's educational materials or membership publications, or resell any of same, without Association's prior written consent. With respect to any use of Association's logo(s), mark(s), name(s) or copyrighted materials, Affiliate shall ensure that the applicable copyright or trademark notice is made, pursuant to requirements of U.S. law, the laws of the Territory, and any other guidelines that Association shall prescribe. In any event, upon expiration or termination of this Agreement, all use by Affiliate of Association's proprietary property, such as logos, marks, names, or copyrights, shall end immediately. Affiliate's obligations to protect Association's property under this Section 5.1 shall survive the expiration or termination of this Agreement.

5.2 Confidential Information. Affiliate shall, during the term of this Agreement and thereafter, maintain the confidentiality of any and all of Association's confidential or proprietary information or data (collectively "Confidential Information"). Such Confidential Information shall at times remain the property of Association and shall be deemed to be furnished to Affiliate in confidence and solely in connection with Affiliate's obligations under this Agreement. Upon termination of this Agreement for any reason, Affiliate shall immediately deliver to Association all written documentation, including copies, of or concerning such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by Affiliate or its employees, agents, or contractors. Affiliate's confidentiality obligations under this Section 5.2 shall survive the expiration or termination of this Agreement.

5.3 Any writing created by Affiliate or at Affiliate's direction regarding Affiliate's programs and activities shall be protected by a copyright owned by Affiliate, who shall permit the use by the Association of said written material upon written request by the Association.

6. SEPARATE ENTITIES; INDEMNIFICATION

6.1 Separate Entities. Notwithstanding any other provision of this Agreement to the contrary including, but not limited to, Section 3.4., Association and Affiliate expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of the Agreement. As such neither party shall be authorized to incur any liability, obligation, or expense on behalf of each other.

6.2 Indemnification. In furtherance of the above intention and agreement, Affiliate hereby agrees to indemnify and hold harmless Association, its officers, directors, agents, members, and employees, from and against any action, suit proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by Affiliate, or any of its officers, directors, members, or employees thereof.

7. REVOCATION OR SURRENDER OF CHARTER

7.1 Revocation of Charter. The charter granted to Affiliate, with all of its attendant rights and obligations, shall remain in full force and effect, unless revoked by Association or surrendered by Affiliate in accordance with the following provision. The Association, through its Board of Directors, shall have authority to revoke Affiliate's charter if the Board determines that the conduct of Affiliate is in violation of this Agreement or the provisions of the Association's policy manual concerning Affiliate organizations. Any decision by Association to revoke Affiliate's charter shall be initiated by the sending of written notice to Affiliate specifying the grounds upon which such revocation would be based; provided, however, that Association shall give Affiliate 60 days from such notice to cure any alleged breach of the Agreement or violation of the provisions of the Policy Manual. In the event such Association determines that Affiliate has not corrected the condition leading to its decision to revoke Affiliate's charter, such decision will become final unless Affiliate files a notice to appeal such determination. Upon the filing of such notice, Affiliate shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of Association upon such rules or procedures as the Board may from time to time prescribe. The decision of the Board shall be final, and appeal may not be taken to any other forum.

7.2 Surrender of Charter. Affiliate may surrender its charter by delivering notice of its intention to do so at least 60 days in advance of the effective date of such action. Failure to provide such advance notice shall constitute grounds for immediate and automatic revocation of the charter, without the appeal procedures outlined in Section 7.1.

7.3 Association's Rights After Surrender or Revocation. After any such surrender or revocation of Affiliate's charter, Association shall have the right to notify each member of Affiliate in the Territory of the facts of such surrender or revocation and shall have authority to organize a new Affiliate including said members to replace the former Affiliate. The memberships of all members in the former Affiliate, to the extent recognized by this Affiliation Agreement, shall immediately cease upon any surrender or revocation of Affiliate's charter, and the former Affiliate shall not represent to any party that any affiliation or other connection exists between the former Affiliate and the Association except for any continuing covenants, warranties, or obligations as expressly provided in this Agreement which expressly survive the expiration or termination of this Agreement.

8. WARRANTY; LIMITATION OF LIABILITY

8.1 Warranty. Association makes no representation or warranty, express or implied (including implied warranties of merchantability and fitness for a particular purpose) concerning any educational materials, educational programs, membership publications or any other article or service provided hereunder. All guarantees, warranties, conditions, and representation, either express or implied, whether arising under a statute, law, commercial usage or otherwise are hereby excluded.

8.2 Limitation of Liability. Affiliate acknowledges and agrees that association shall not be responsible for any damages which Affiliate may incur from any cause, whether liability is asserted in contracted or tort (including negligence). In no event shall association be liable to any person for loss of profits, loss of use, loss of production, loss of goodwill, or incidental, indirect, consequential, or special damages of any kind.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement (together with any exhibits hereto) constitutes the entire Agreement between Association and Affiliate with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

9.2 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

9.3 Waiver. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future.

9.4 Severability. If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provision shall be enforceable to the maximum extent possible.

9.5 Successors and Assigns. This Agreement shall inure to the benefit of Association and its successors and assigns, and Association may assign all or any portion of this Agreement and its duties hereunder upon written notice to Affiliate of any such assignment. Affiliate may not sublicense or assign any of its rights or obligations under the Agreement without the prior written consent of Association.

9.6 Force Majeure. Neither Association nor Affiliate shall be liable for its failure to perform its obligations under this Agreement due to events beyond its reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.

9.7 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier or mail (postage prepaid) addressed or directed to Association or Affiliate, as the case may be, at the address shown at the beginning of this Agreement, or such other address as shall be designated by at least ten (10) days prior written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

ASSOCIATION

By Colleen Hickey
CMSA President

AFFILIATE

By Nancy Bernot MTF
Affiliate/Chapter President

Date 6-4-24

Date 3/23/24