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ACHIEVE

California Association of Marriage and Family Therapists

## CHAPTER AFFILIATION AGREEMENT

*Approved by the CAMFT Board of Directors September 20, 2015*

This CHAPTER AFFILIATION AGREEMENT (hereinafter "Agreement") is made and effective on March 1, 2016 by and between the CALIFORNIA ASSOCIATION OF MARRIAGE AND FAMILY THERAPISTS, a California nonprofit mutual benefit association (hereinafter "CAMFT") and the EAST BAY CHAPTER of CAMFT (hereinafter "CHAPTER").

WHEREAS, CAMFT and CHAPTER wish to set forth their understandings and agreements pertaining to the grant of the charter and the rights and responsibilities created thereby.

NOW, THEREFORE, in consideration of the foregoing and of other mutual promises and agreements hereinafter set forth, CAMFT and the CHAPTER agree as follows:

- 1. Formation/Rights of CHAPTERS.** CHAPTERS shall be formed in accordance with the provisions of the CAMFT Bylaws and other policies pertaining to CHAPTERS. So long as CHAPTERS are in good standing (which includes but is not necessarily limited to full compliance with this Agreement, its own bylaws, the CAMFT bylaws, the CAMFT Code of Ethics, and all other policies and procedures of CAMFT pertaining to CHAPTERS), CHAPTERS shall have the right to utilize the name of CAMFT in the name of the CHAPTERS, to represent itself as affiliated with CAMFT, and to receive all other benefits bestowed by CAMFT upon its affiliated CHAPTERs.
- 2. Relationship.** CAMFT and CHAPTERS are separate legal entities. CHAPTERS are not and shall not be considered a partner, joint venturer, subsidiary, legal representative, or agent of CAMFT. At no time shall CHAPTERS act or represent themselves to be acting in any of these capacities. Neither CAMFT nor CHAPTERS shall have the right or power to bind or obligate the other party in any manner, and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party. Neither CAMFT nor CHAPTERS shall be liable for any act, error, omission, debt, or other liability or obligation of the other.
- 3. Bylaws.** CHAPTERS shall abide by and promote the purposes and objectives of CAMFT as set forth in the most current version of CAMFT's Bylaws. CHAPTERS shall also adopt and

abide by its own bylaws which shall not conflict with CAMFT's Bylaws. CHAPTERS shall submit all proposed bylaw amendments to CAMFT to ensure compliance with this paragraph. Alternatively, CHAPTERS shall retain independent legal counsel to ensure any proposed bylaw amendments do not conflict with CAMFT bylaws and submit revised bylaws to CAMFT in the event changes are made.

4. **Membership.** Clinical, prelicensed, and associate CAMFT members in good standing, as defined by the CAMFT Bylaws, shall be eligible for membership in CHAPTERS. CHAPTERS may establish other categories of membership as CHAPTERS deem appropriate and these individuals do not need to be members of CAMFT, so long as individuals or entities accepted for such memberships do not otherwise qualify as clinical, prelicensed, or associate members of CAMFT. Loss of membership in CAMFT as a clinical, prelicensed, or associate member shall result in loss of membership in CHAPTER.

5. **Board Composition.** The composition of the CHAPTER'S Board of Directors shall not be inconsistent with the CAMFT bylaws. In case of necessity, a CHAPTER may request a variance from the CAMFT Board of Directors if the above provision is not achievable. Such request is granted solely for a one year period. The CHAPTER may make a separate request to the CAMFT Board of Directors should the necessity arise for a variance in any subsequent year.

6. **Annual Report.** CHAPTERS are required to submit to CAMFT an annual report on the membership and financial status of the CHAPTER within sixty (60) days after the new CHAPTER Board is seated. Specifically, the CHAPTER'S annual report shall include but not be limited to:

- (a) An updated listing of outgoing and newly elected CHAPTER officers and committee chairs;
- (b) A roster of current members, both voting and non-voting as applicable, the CHAPTERS' mailing list (including at a minimum the full name, mailing address, and email address for each CHAPTER member. License number is also helpful), and
- (c) A balance sheet showing the current assets and liabilities of the CHAPTER or a copy of the annual financial reports prepared in accordance with the CHAPTER's bylaws.

7. **Taxes.** CHAPTERS shall obtain their own federal employer identification number for use in opening CHAPTER'S accounts. CHAPTERS shall obtain their own tax exempt status or pay taxes as appropriate for their organizational structure.

8. **CAMFT Name and Logo Use.** The distinction between CHAPTERS and CAMFT must be maintained. Communication by a CHAPTER and its officers or members, in correspondence, reports, or other materials, must always identify the CHAPTER by name.

The use of CAMFT's name and logo and the CAMFT acronym by the CHAPTER must always include the name of the CHAPTER (not just the CAMFT name) so as not to confuse communications from CAMFT with those of CHAPTERS, especially when communicating with the general public.

9. **CAMFT Membership List Use.** A CHAPTER may request and receive, at no charge, up to four mailing labels/lists per year comprised of members in good standing of CAMFT located within the region represented by the CHAPTER. The mailing labels/lists may only be used for official CHAPTER activities (i.e. publicize CHAPTER events, assist with CHAPTER membership drives, etc.) and may not be sold. They also may not be distributed to or shared with individuals inside or outside of the CHAPTER. A CHAPTER that does not comply with this policy may lose the privilege of receiving future mailing labels or lists. Any CHAPTER that wishes to request mailing lists/labels from CAMFT should complete the "CHAPTER Mailing Label/List Request Form."

10. **CAMFT Member Suspension/Expulsion.** In the event CAMFT suspends or expels a member, CAMFT agrees to notify CHAPTER of the suspension or expulsion within 15 days. CHAPTER acknowledges loss of membership in CAMFT as a clinical, pre-licensed, or associate member shall result in loss of membership in CHAPTER.

11. **Indemnification/Defense.** CHAPTERS and CAMFT agree to mutually indemnify, defend and hold each other harmless from any and all claims, loss, liabilities, damages, costs (including attorneys' fees and costs) that CAMFT, CHAPTER or any of CAMFT's or CHAPTER's past, present, or future officers, directors or employees incurs as a result of the acts or omissions of the other or the breach of this Agreement by either.

12. **Insurance.** CHAPTER shall obtain and maintain at its own expense a broad form Commercial General Liability (CGL) insurance policy providing coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and a Two Million Dollar (\$2,000,000.00) aggregate. CHAPTER shall obtain a Directors & Officers Liability policy of at least One Hundred Thousand Dollars (\$100,000) per occurrence for any act or omission committed by CHAPTER or its officers, directors, employees, or volunteers during the term of this Agreement which causes harm, liability, or damages to CAMFT or CAMFT's officers, directors, employees, volunteers, or invitees. CHAPTER shall name CAMFT as an additional insured on the CGL and D&O policies. CHAPTER shall provide CAMFT with written proof of insurance at any time requested by CAMFT, but no less than once per year.

13. **Suspension or Termination.** Upon the dissolution of CAMFT for any reason, CAMFT shall provide immediate notice of the dissolution to all CHAPTERS by personal communication, personal hand delivery, or sent by overnight express mail service to the CHAPTER's last address as shown on CAMFT's records as well as to the President of each CHAPTER if that person's address is different than the CHAPTER's address. Upon such

notice of dissolution, each CHAPTER's charter and this agreement shall terminate, and each CHAPTER shall cease using the CAMFT name, logo, and mailing lists of CAMFT members, except for those CAMFT members who are also members of such CHAPTER. CAMFT's dissolution shall have no effect on CHAPTER's continual and perpetual existence as a corporation under state law or its tax-exempt status under federal and state law, so long as the CHAPTER's name is changed and does not include the CAMFT name.

A CHAPTER may be suspended and its charter terminated by a majority vote of the CAMFT Board of Directors ("CAMFT Board") if the CHAPTER has breached this Agreement, or if the Board believes that the CHAPTER is not operating in the best interests of CAMFT. Pursuant to the CAMFT bylaws, CHAPTERS that do not comply with the policies of the CAMFT Board of Directors and/or the bylaws of CAMFT will be considered as not operating in the best interest of CAMFT. Prior to any suspension or termination of a CHAPTER's charter, CAMFT shall follow the following procedure :

- (a) The CHAPTER shall be given sixty (60) days prior written notice of the proposed suspension or termination. Said sixty (60) days begin upon the CHAPTER's written acknowledgement of receipt of notice sent by first-class mail, facsimile, or email transmission to CAMFT. Notice of proposed suspension or termination shall be either personally hand delivered or sent by overnight express mail service to the CHAPTER's last address as shown on CAMFT's records as well as to the President of the CHAPTERS if that person's address is different than the CHAPTER's address.
- (b) The notice will describe the suspected violation in detail and allow the CHAPTER to respond with a plan to remedy the suspected violation,
- (c) CAMFT will allow the CHAPTER an opportunity to first try, in good faith, to remedy the suspected violation. If the CHAPTER and CAMFT cannot agree to a plan to remedy the suspected violation, the CHAPTER shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension or termination. The hearing shall be held, or the written statement considered, by the CAMFT Board to determine whether the suspension or termination should take place.
- (d) The CAMFT Board shall decide by a majority vote whether or not the CHAPTERS should be suspended, terminated, or sanctioned in some other way. The decision of the CAMFT Board shall be final.
- (e) Any court action challenging the suspension or termination of a CHAPTER by the CAMFT Board, including a claim alleging defective notice, must be commenced within one year after the effective date of the suspension or termination.

Upon suspension or termination of a CHAPTER's charter, the CHAPTER shall cease utilizing CAMFT's name, acronym, mailing lists and logo (all of which are owned completely and exclusively by CAMFT), and may no longer claim any affiliation with CAMFT.

14. **Ethics Committee.** CHAPTERS may, but are not required to, create an "ethics committee" to advise the CHAPTER's Board and membership regarding CAMFT's Code of Ethics and procedures. However, no CHAPTER may establish its own code of ethics or make determinations regarding ethics-related cases. All such cases are subject to CAMFT's Code of Ethics and procedures for handling such matters. Any ethics committee created by a CHAPTER is advisory only.

15. **Dispute Resolution.** In the event of a dispute between a CHAPTER and CAMFT, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

Any mediation or arbitration regarding this agreement shall be held in a mutually agreeable location.

If the dispute is submitted to arbitration, or if an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the State of California for any proceeding arising hereunder.

In the event that CAMFT is meritorious in any lawsuit, whether acting as Plaintiff or Defendant, CAMFT has the discretion to request only a portion of or no attorneys' fees from the CHAPTER.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. **Assignment/Amendment.** Neither party may assign or transfer this Agreement without the express written consent of the other party. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

18. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Dated: \_\_\_\_\_

CALIFORNIA ASSOCIATION OF MARRIAGE AND FAMILY  
THERAPISTS

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: 3/1/16

\_\_\_\_\_ EAST BAY CHAPTER

By: \_\_\_\_\_  
*Caiti Crum*, CHAPTER President