

**SOCIAL SERVICES PURCHASING ALLIANCE
MEMBER AGREEMENT**

This agreement is made and entered into as of the _____ day of _____ 20____, by and between SOCIAL SERVICES PURCHASING ALLIANCE, INC. a nonprofit corporation organized under the laws of the State of New Jersey (“the Alliance”) and _____, a nonprofit corporation association organized under the laws of the State of New Jersey (“Member Applicant”).

WHEREAS the Alliance supports and provides administrative services, such as group purchasing, on behalf of nonprofit, tax-exempt social service organizations that provide contracted social services under or to the State of New Jersey and tax-exempt statewide membership associations whose members are nonprofit, tax-exempt social service organizations under contract to the State of New Jersey to provide social services;

WHEREAS Member Applicant is a nonprofit tax exempt social service organization that provides contracted services under the State of New Jersey or a tax-exempt statewide membership association whose members are nonprofit, tax-exempt social service organizations with State of New Jersey contracts; WHEREAS, Member Applicant desires to become a member of the Alliance.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Membership. Upon execution of this Agreement, Member Applicant shall become a member of the Alliance and shall be entered into the roll of membership of the Alliance and shall be entitled to all of the rights and privileges associated with such membership as set forth in the Bylaws of the Alliance and as under the New Jersey Corporation Act.

2. Membership Dues.

(a) Member Applicant shall pay the Alliance annual membership dues as established by the Board of Trustees of the Alliance (“Membership Dues”).

(b) The amount of Membership Dues due and payable by Member Applicant shall be determined by Member Applicant’s annual budget. Member Applicant’s financial statements shall be delivered to SSPA upon demand.

(c) Dues shall be remitted annually in accordance with the following schedule:

- **If Annual Budget is equal to or less than \$ 1 million, Membership Dues shall be \$100 per year;**
- **If Annual Budget is more than \$1 million but less that \$ 5 million, Membership Due shall be \$250 per year;**
- **If Annual Budget is greater than \$ 5 million, Membership Dues shall be \$500 per year.**

(d) Upon execution of this Agreement, Member Applicant agrees to pay Membership dues for the first year of membership in the Alliance. Membership Dues shall be due and payable upon receipt of an invoice for same from the Alliance annually. **Dues shall be mailed to SSPA, 5 Lewis Street Hillsborough, NJ 08844.**

3. Representations and Warranties of Member Applicant. Member Applicant hereby represents and warranties to the Alliance that:

a. Member Applicant meets the qualifications as a Contracted Provider Member, a Subcontractor Member or an Association Member as defined below and in the Bylaws of the Alliance

i. Contractor Provider Member Applicant is a nonprofit, tax-exempt organization that provides social service under contract with the State of New Jersey to provide social services;

ii. Subcontractor Provider Member Applicant is a non profit ,tax exempt organization that provides social services under a formal agreement with another nonprofit tax-exempt social service organization that has a contract with the State of New Jersey to provide social services;

iii. Association Member Applicant is a nonprofit, tax-exempt membership organization that represents and is comprised of members that are nonprofit, tax-exempt community providers of social services in the State of New Jersey.

b. Member Applicant has obtained a determination letter from the Internal Revenue Service providing Member Applicant with tax-exempt status under the Internal Revenue Code of 1986, as amended (the "Code"), a copy of which shall be delivered to the Alliance upon demand.;

c. Member Applicant is either a provider or membership organization representing clusters of agencies that are parties to agreements with the State of New Jersey or is a party to an agreement with the State of New

Jersey. Such agreements are evidenced by Member Applicant's IRS Form 990 or in alternative IRS Form 990EZ contract document which includes, but is not limited to, the contract number, contracting department/division, contract period and contract ceiling, a copy of which shall be delivered to the Alliance upon demand.

4. Covenants of Member Applicant. Member Applicant hereby covenants and agrees as follows:

a. Member Applicant shall at all times comply with the terms and conditions of this Agreement, including, but not limited to, the payment of Membership Dues as set forth in Paragraph 2 of this Agreement.

b. Member Applicant shall at all times comply with the Bylaws of the Alliance and other operating policies that may pertain to Member Applicant, including, but not limited to payment of any financial obligations incurred on behalf of Member Applicant in connection with group purchasing and other such activities.

c. As soon as possible but in no event later than thirty (30) days after receiving notice thereof, Member Applicant shall notify the Alliance of any change in the status of eligibility for membership herein.

5. Covenants of the Alliance. The Alliance hereby covenants and agrees as follows:

a. The Alliance shall maintain a web site www.sspanj.org which web site shall contain an inventory of all products and services available to Member Applicant.

b. Upon execution of this Agreement, the Alliance shall provide Member Applicant with full rights and privileges of access to this web site together with the rights and privileges to purchase and receive products and services promoted by vendors of such products and services.

c. In order to allow Member Applicant to benefit from aggregate purchasing discounts, the Alliance shall develop vendor agreements with providers of products and services available to Member Applicant.

d. Upon execution of this Agreement, the Alliance shall provide Member Applicant with the right to publicize Member Applicant's membership in the Alliance, including the right to use the Alliance corporate name and logo, with the approval and consent of the Board of Trustees of the Alliance.

e. The Alliance shall provide Member Applicant with additional rights and privileges of membership as the Board of Trustees of the Alliance shall determine from time to time.

6. Voting Rights of Members.

a. Member Applicant shall have the right to vote for the election of trustees, amendments and changes to the Articles of Incorporation and Bylaws of the Alliance and any other matters that the Board of Trustees of the Alliance shall determine to put before the members.

b. Member Applicant shall have one vote.

c. Member Applicant and the Alliance shall comply with the terms and conditions for Member voting as set forth in Section 4 of the Bylaws of the Alliance.

7. Termination. The Board of Trustees of the Alliance shall have the right to terminate Member Applicant's membership in the Alliance at any time for cause in accordance with the terms of this Agreement. For the purposes of this Agreement, termination "for cause" shall include, but shall not be limited to, (a) a breach by Member Applicant of any representation, warranty or covenant contained in this Agreement; (b) any action or omission by Member Applicant which would reflect badly on the Alliance, or harm the reputation of the Alliance and its other members.; (c) failure to pay Member Dues or other fees required under this Agreement or the Bylaws of the Alliance ; (d) failure to pay any financial obligation incurred on Member Applicant's behalf in connection with group purchasing and other such activities; (e) performance by Member Applicant of an act or practice that constitutes fraud or intentional misrepresentation of material fact; (f) loss of Member Applicant's tax exempt status in accordance with Section 501c(3) of the Internal Revenue Code; and (g) failure of Member Applicant, when applicable, to be a party to a contract with the State of New Jersey. In the event that a Member Applicant ceases to be a party to a contract with the State of New Jersey, it shall be placed on provisional status in accordance with the terms of Paragraph 8 (Provisional Membership) below and Section 9 of the Bylaws of the Alliance.

8. Provisional Membership

If at any time during the term of this Agreement, Member Applicant ceases to be a party to a contract with the State of New Jersey, for any reason whatsoever, Member Applicant will immediately be placed on provisional membership status for a period of one year dating from the date that the Member Applicant's contract with the State of New Jersey expired or was terminated. ("Provisional Member")

Provisional Members shall be entitled to all rights and privileges under this Agreement except that Provisional Members shall have no voting rights and privileges.

In the event that the Provisional Member's contract with the State of New Jersey is renewed, restored or otherwise reactivated within a period of one

year, the Provisional Member's status to full membership shall be restored.

9. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by certified mail, postage prepaid, express courier or facsimile addressed to the party to be notified at the address shown on the signature page hereto, or at such other address as may be furnished in writing to the notifying party from time to time.

10. Entire Agreement. This Agreement contains the entire understanding between the parties hereto, cannot be amended except in writing, signed by the parties hereto, and shall be interpreted in accordance with the laws of the State of New Jersey and applicable laws of the United States. Any and all disputes relating to this Agreement shall be adjudicated in the State of New Jersey. Any disputes will attempt to be resolved and both parties submit to arbitration should an impasse result.

11. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Member agency Tax ID Number: _____

Amount of dues enclosed: _____

AGENCY MEMBER APPLICANT

Telephone

Email Address

Date