

## AgriSafe Network Provider Affiliation Agreement

AgriSafe Network Inc., (“AgriSafe”) is a national nonprofit organization whose purpose is to improve the health and safety of those who work in agriculture production.

\_\_\_\_\_ is a \_\_\_\_\_  
[Name of Organization] [describe legal form]  
 (“Affiliate”), which seeks to affiliate with AgriSafe in order to utilize the data, standards and programs developed by AgriSafe to provide preventive occupational health services for the farming community.

### AgriSafe and Affiliate agree as follows:

**PURPOSE:** The purpose of this Affiliation is to have AgriSafe provide to Affiliate the agricultural health programs developed and promoted by AgriSafe, to have access to the health screening standards, training, marketing and educational support. The Affiliation relationship is not exclusive and not limited in territory.

### RESPONSIBILITIES OF AGRISAFE NETWORK

- **Assistance with Grants.** AgriSafe will provide assistance to affiliate in the technical review of agricultural health and safety grants.
- **Operations Manual.** AgriSafe will provide affiliate an Operations Manual regarding the AgriSafe programs for \$100. AgriSafe will regularly update the manual with current data and practices and provide those updates via the “Members Only” webpage. The Operations Manual is copyrighted and may not be copied or distributed without the consent of AgriSafe.
- **Marketing the Network.** AgriSafe will assist the Affiliate in marketing the services of the Affiliate clinic.
- **Communication.** AgriSafe will appoint a Membership Coordinator to facilitate communications between AgriSafe and Affiliate regarding policies, programs, data and to assist in the coordination of events and programs.
- **Technical Assistance.** AgriSafe will provide reasonable levels of technical assistance to Affiliate regarding clinical, outreach, administrative, marketing educational and funding issues. If affiliate desires additional technical assistance exceeding 5 hours, affiliate may contract with AgriSafe for additional consultation.
- **Educational Materials.** AgriSafe will offer each Affiliate the opportunity to purchase educational materials and clinical resources at a member discounted rate. Clinical resources that can be printed at the Affiliates expense will be available as pdf files. However, printing of these documents must be based upon approval of AgriSafe.
- **Conduct Annual Meeting and Committee Meetings.** AgriSafe will conduct an annual meeting for all affiliates each year. Affiliate is responsible for the cost of registration and travel costs. AgriSafe shall pay for the cost of conference calls for committee meetings.

## **RESPONSIBILITIES OF AFFILIATE**

- **Basic Education.** Affiliate shall, at its expense, have a RN, NP, PA, ND, DO, DC, or MD from each site successfully complete an approved AgriSafe training. Each AgriSafe Provider must pass the course examinations and receive the course certificate within six months of completing the training course.
- **Continuing Education.** Affiliate shall, at its expense, have at least one AgriSafe Provider attain .5CEUs per year in the field of agricultural health and safety.
- **Quality Assurance Programs for Farm Health and Safety.** Affiliate: shall comply with the quality assurance manual prepared for the Network. Affiliate shall keep records of its activities and client's under AgriSafe programs in accordance with the AgriSafe Operations Manual. In running the programs, Affiliate shall comply with the parameters of the state's practice acts for doctors and allied health professionals as well as federal regulations. Each party to this Agreement will be responsible to develop, implement, and administer their own programs for compliance with HIPAA privacy regulations with respect to the sharing of information under this Agreement. Neither party shall be obligated to provide any information under this Agreement, to the extent that doing so is reasonably deemed by that party of be a violation of HIPAA privacy regulations and the party's HIPAA compliance plan.
- **Collaboration.** Affiliate agrees to work collaboratively with AgriSafe. In furtherance of collaboration at the local level, Affiliate is encouraged to develop a local coalition/advisory committee that should include but is not limited to the following local entities: Hospitals, clinics, health departments, extension offices and others similar organizations in the region. This committee shall help identify the needs in the local area and recommend services.
- **Marketing Identification.** To help create a unified brand, Affiliate agrees to only use AgriSafe logos supplied to them by AgriSafe. Affiliate agrees to uphold the logo usage policy outlined in the USE OF NAME area below and in the Using AgriSafe Logos document.
- **Participate in Publicity of Network.** Affiliate agrees to publicize in appropriate ways that it is an Affiliate of the AgriSafe Network and agrees to the use of its name reflecting its participation in the Network in materials and publicity of AgriSafe, including brochures, posters, and web site linkages. AgriSafe shall notify the Affiliate in advance of the proposed use of its name in publicity and Affiliate shall have the right for reasonable cause to object to the use of its name in any specific form, text or medium.
- **Participate in Data Collection.** Affiliate agrees to collect and share data on clients and educational outcomes with AgriSafe on an annual basis. No personal identifying information will be disclosed and all clients' information will be anonymous. Affiliate must be in compliance with HIPAA.
- **Activity Reports.** Affiliate agrees to provide AgriSafe, on a yearly basis, an activity report which outlines the agricultural health and safety activities and services provided during the past year. The information in these reports will be incorporated and compiled into an activity/services list to be shared with all affiliates to provide access to innovative initiatives.
- **Grant Writing.** Affiliate understands that it is encouraged to raise funds to support these programs and services through partnerships with businesses and local foundations. AgriSafe

cannot prohibit Affiliate from applying for any source of funding. However, Affiliate shall advise the Executive Director at AgriSafe of its efforts in fundraising to assure coordination of all efforts. This is especially important if the affiliate intends to secure funding from a national foundation with whom AgriSafe may have already begun negotiations or already secured sponsorship. Affiliate is not expected to fundraise on behalf of the AgriSafe Network.

- **Recruitment.** The purposes of AgriSafe Network benefit from active participation of affiliates in the planning and development of the network. Affiliate agrees to identify and recruit other potential affiliates and advise the Membership Coordinator of appropriate prospective members.
- **Committee Participation.** Affiliate agrees to serve on one of the following AgriSafe committees: Marketing, Quality Assurance, Training and Education, or Certified Safe Farm. Committee participation will include attending one meeting and being available for quarterly conference calls.
- **Maintain Liability Insurance.** Each Affiliate is required to maintain general liability coverage in amount reasonable for institutions its size and business.
- **Policy.** The Affiliate, under the identity of the local AgriSafe Affiliate, may not take a position on a public policy or political issue that is not approved by AgriSafe. This would include a position on confinement operations, types of farming practices or use of chemicals.

### **TERM AND TERMINATION**

The term of this Affiliation shall be continuous. Each party to this Affiliation Agreement reserves the right to terminate this Agreement at any time, without a showing of cause, on thirty (30) days written notice to the other party, provided that each party shall complete the provision of any previously committed services, and the payment for those services, unless otherwise mutually agreed.

### **RELATIONSHIP**

The parties to this Agreement are each independent organizations and this Affiliation Agreement does not create a joint venture or partnership relationship. The parties acknowledge that the scope of this Agreement is limited to the Purpose described above. Nothing in this Agreement is intended to make any party responsible or liable for the actions of any other party. None of the parties shall be responsible or liable for any indebtedness or obligations of another party, including any claim that may arise relating to the provision of health care services, whether such indebtedness or obligation has accrued, has been incurred or has arisen before or after the execution of this Agreement. No agent, employee, or servant of Affiliate shall be or shall be deemed to be the employee, agent, or servant of AgriSafe or vice versa. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement.

**This Agreement May Not Be Assigned**

**USE OF NAME**

Affiliate acknowledges and recognizes, both before and after the expiration of this Agreement, the exclusive right of AgriSafe to use and to grant to others the right to use the names AgriSafe, and associated logos, slogans, and symbols used in connection with programs developed or promoted by it. Except to the extent authorized in this Agreement, Affiliate will not use, imitate, or infringe upon any of the above-stated identifying marks of AgriSafe. On the termination of this agreement for whatever cause, Affiliate shall promptly, at its expense, make whatever changes may be necessary in any signs, advertising, and promotional material in order to comply with the provisions of this section. Affiliate will not contest AgriSafe right to its current or future marks and systems. AgriSafe shall not use Affiliate's marks and logos without the prior written approval of Affiliate.

**PAYMENTS**

AgriSafe reserves the right to assess a reasonable amount of dues to Affiliate. Affiliate agrees to pay the yearly dues in the amount of \$150 made payable to the AgriSafe Network. This payment is due by January 1st of each year.

**PERFORMANCE PERIOD**

The Performance period of the agreement will extend from January 1, 2010 and will terminate on December 31, 2013 unless extended by written mutual agreement. This Agreement may be renewed upon the mutual written agreement of the parties under terms and conditions agreed to by the parties.

**Dated** \_\_\_\_\_, 20\_\_

**Dated** \_\_\_\_\_, 20\_\_

**AgriSafe Network, Inc,**

\_\_\_\_\_  
(Affiliate Name)

**By:** \_\_\_\_\_  
Tim Niess, AgriSafe President

**By:** \_\_\_\_\_  
(Affiliate Director)