

AgriSafe Network Affiliation Agreement

AgriSafe Network Inc., ("AgriSafe") is a nonprofit organization whose purpose is to promote positive health outcomes among farmers through community based preventive occupational health and safety services.

_____ is a _____ [*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 obtain access to the agricultural data collected by AgriSafe, to have access to the health screening standards, funding, training and educational support. The Affiliation relationship is not exclusive and not limited in territory.

RESPONSIBILITIES OF AGRISAFE NETWORK

- Fundraising. AgriSafe will seek federal, state and private and public foundation funding to support the activities of AgriSafe. AgriSafe will also seek funding through partnerships with businesses.
- 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 \$50. AgriSafe will regularly update the manual with current data and practices and provide those updates to Affiliates with an appropriate charge for handling and copying. The Operations Manual is copyrighted and may not be copied without the consent of AgriSafe.
- Marketing the Network. AgriSafe will assist the Affiliate in marketing the services of the Affiliate clinic.
- Public Policy. AgriSafe will update Affiliate regarding federal and state policies, which relate to the health and safety of farmers. AgriSafe will promote changes in policy as directed by the board with input from affiliate.
- Communication. AgriSafe will appoint a Network Communications Director 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, educational and funding issues.
- Educational Materials. AgriSafe will offer to each Affiliate the opportunity to purchase updated samples of educational materials from the various sources. Annually, AgriSafe will distribute nurse educational materials such as current bibliographies and journal articles at its cost.
- Conduct Annual Meeting and Committee Meetings. AgriSafe will conduct an annual meeting for all affiliates each year. Affiliate is responsible for the cost of sending and housing participants. AgriSafe shall pay for the cost of conference calls for committee meetings.

RESPONSIBILITIES OF AFFILIATE

- Develop a program. Affiliate shall provide agricultural health services and/or education for farm families and other members of the agricultural community. Affiliate's ability to provide services or education is dependant upon their resources which may fluctuate from year to year.
- Basic Education. Affiliate shall, at its expense, have at least one nurse, NP, PA, or MD from each clinic site complete successfully the agricultural occupational health training offered by Iowa's Center for Agricultural Safety and Health (I-CASH) at the University of Iowa. Each nurse must pass the course examinations and receive the course certificate within six months of completing the training course. Affiliate shall encourage a physician, physician assistant or nurse practitioner from each clinic to also complete the I-CASH training. Affiliate clinic shall have a medical director.
- Continuing Education. Affiliate shall, at its expense, have at least one nurse from each clinic site 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 I-CASH and AgriSafe. In furtherance of collaboration at the local level, Affiliate is encouraged to develop a local coalition/advisory committee that could 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 can help identify the needs in the local area and recommend services.
- Attendance at Meetings. There will be an annual meeting for all AgriSafe Network affiliates each fall. The meeting will deal with organizational structure, information and continuing education regarding the programs. AgriSafe strongly encourages the Affiliate to send at least one health professional who is trained by I-CASH to attend the annual meeting each year.
- 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.
- 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 local businesses and foundations. Affiliate shall advise the Executive Director at AgriSafe of its efforts in fundraising to assure coordination of all efforts.
- 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 Communications Director of appropriate prospective members.
- Committee Participation. Affiliate agrees to appoint at least one of its employees who has the I-CASH certificate to serve on one of the following four AgriSafe committees: Marketing and Fundraising, Quality Assurance, Training and Education, or Certified Safe Farm. Committee participation will include 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.

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.

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 November 1st of each year.

PERFORMANCE PERIOD

The Performance period of the agreement will extend from November 1, 2007 and will terminate on November 1, 2009 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 _____, 200__

Dated _____, 200__

AgriSafe Network, Inc.,

(Affiliate name)

By: _____
(AgriSafe President)

By: _____
(Affiliate Nurse Director signature)