

## **AgriSafe Network State 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.

---

(name of university & department or organization)

(“Affiliate”) seeks to be a state affiliate of AgriSafe in order to utilize data, standards and programs developed by AgriSafe and to provide resources for preventive occupational health services for the agricultural community in a specific state.

### **AgriSafe and State Affiliate agree as follows:**

#### **PURPOSE**

The purpose of this State 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, clinical protocols, funding, marketing, training and educational support. The State Affiliation relationship is exclusive and limited to the territory of one state.

#### **RESPONSIBILITIES OF AGRISAFE NETWORK**

- **Fundraising.** AgriSafe will seek federal, state, 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 technical assistance to the Affiliate by reviewing agricultural health grants the affiliate intends to secure.
- **Operations Manual.** AgriSafe will provide the Affiliate access to the Operations Manual by pdf files at no cost, or by a printed version at the cost of \$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 and programs of the Affiliate.
- **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 technical assistance to the Affiliate regarding outreach, administrative, and educational programming. If state affiliate desires additional technical assistance exceeding 20 hours, affiliate may contract with AgriSafe for additional consultation.

- **Educational Materials.** AgriSafe will offer to 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 by AgriSafe.
- **Conduct Annual Meeting and Committee Meetings.** AgriSafe will conduct an annual meeting for all State and Local affiliates. 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**

- **Collaboration.** Affiliate agrees to work collaboratively with AgriSafe. To maximize collaboration at the state level, Affiliate is required to develop an advisory committee representing state based organizations working to improve the health of rural and agricultural communities.
- **Program Development.** Affiliate and their Advisory Committee will collaborate with AgriSafe to develop a business and program development plan. The sustainability of programs and state leadership will be of great importance in this developmental process.
- **Statewide Coordination.** State Affiliate may not assess dues to local AgriSafe affiliates. Membership is solely between the AgriSafe Network and the local organization. State Affiliate must work on behalf of all local AgriSafe affiliates in the state. Funding secured by the State Affiliate does not need to be equally distributed to all local AgriSafe providers. However, State Affiliate is encouraged to engage in collaborative efforts with all local providers whenever possible.
- **Attendance at Meetings.** There will be an annual meeting for all AgriSafe Network affiliates each fall. AgriSafe strongly encourages the Affiliate to send at least one representative to attend the annual meeting.
- **Marketing Identification.** To help create a unified brand, Affiliate agrees to only use AgriSafe logos supplied to them by AgriSafe, including a specialized state logo in activities related to the AgriSafe Affiliate. Affiliate agrees to uphold the logo usage policy outlined in the USE OF NAME area below and in the Using AgriSafe Logos document.
- **Publicity of Network.** Affiliate agrees to publicize in appropriate ways that it is a State 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 that outlines statewide initiatives conducted during the past year. The information in these reports will be incorporated and compiled into an activity/services list to be shared with other state

affiliates. No individual information will be included in the Annual Report without prior permission. Affiliate is to report on activities of the state affiliate and not activities of local AgriSafe providers. Agrisafe Providers will complete their own activity report.

- **Grant Writing.** Affiliate understands that it is encouraged to raise funds to support these programs and services through partnerships with businesses and state-based 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 entire AgriSafe Network benefits from active participation of affiliates in the planning and development of the network. Affiliate agrees to identify and recruit other local providers and advise the Membership Coordinator of appropriate prospective members.
- **Committee Participation.** Affiliate agrees to appoint at least one of its employees to serve on one of the following four AgriSafe committees: Marketing, Quality Assurance, Training and Education, or Membership. Committee participation will include being available for quarterly conference calls.
- **Quality Assurance Programs for Farm Health and Safety.** Affiliate shall comply with the Operations 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 any service programs, Affiliate shall comply with the parameters of the state's practice acts for doctors, nurses, 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.
- **Liability Insurance.** Affiliate is required to maintain general liability coverage in amount reasonable for institutions its size and business. Affiliate is self insuring.
- **Policy.** The Affiliate, under the identity of the State 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**

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. If Affiliate terminates agreement dues are not refundable.

**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.

**ASSIGNMENT**

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 Affiliate a reasonable and established amount of annual dues. This payment is due by January 1st of each year. The annual dues for state Affiliates in 2010 is two-hundred fifty dollars (\$250). The dues for 2011 are one thousand two-hundred fifty dollars and no/100 (\$1,250.00). 2010 dues are discounted \$1000 less than 2011 because AgriSafe recognizes that 2010 will be a start up year for state organizations.

**PERFORMANCE PERIOD**

The Performance period of the agreement will extend from\_\_\_\_\_, 2010 and will terminate on December 31, 2010 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**

**AgriSafe Network**

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

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