



# TORCH FOUNDATION

## MEMBERSHIP APPLICATION

Thank you for your interest in joining the TORCH FOUNDATION. To become a Foundation Member:

- (1) Complete and sign this Membership Application form (submit a separate application and agreement for each facility).
- (2) Read and sign the Membership Agreement.
- (3) Mail the completed Application *and* signed Agreement to: **TORCH Foundation, PO Box 14547, Austin, TX 78761** or fax application to (512) 873-0046 attn: Foundation Membership.

### 1. ORGANIZATION

Organization _____
Address _____
City _____ State _____ Zip _____
9-Digit Tax ID # _____

### 2. CONTACT LIST

Administrator/CEO Name _____	CFO _____
Phone _____ Fax _____	Email _____
Primary IT Contact _____	Title _____
Direct Phone _____ Cell # _____	Email _____
Secondary IT Contact _____	Title _____
Direct Phone _____	Email _____

Membership Term	Membership Benefits	Payment
Membership terms will be 12 months, with automatic renewal of another 12 months, unless otherwise notified in writing.	Foundation members receive all services and support, as outlined in Membership Benefits (see Membership Agreement). TORCH Foundation also provides other professional IT-related services outside of the membership benefits.	Membership dues are billed quarterly (\$525/quarter). If you would like us to bill you annually, please check below. Rates are applicable for the term of the Agreement. <input type="checkbox"/> Bill us annually

Authorized Representative _____
Signature _____ Date _____
Signature confirms (1) that all information provided herein is true, (2) signor is legally authorized to represent and act on behalf of the above organization, and (3) that the organization understands, accepts, and agrees to the terms and provisions of the TORCH Foundation Membership Agreement.

– For TORCH Foundation Use Only –

Approved \_\_\_\_\_ By \_\_\_\_\_ Effective \_\_\_\_\_ Term \_\_\_\_\_ Contract # \_\_\_\_\_

# TORCH FOUNDATION MEMBERSHIP AGREEMENT

The TORCH Foundation is a 501 (c) (3) non-profit affiliate of the Texas Organization of Rural & Community Hospitals (TORCH). The mission of the Foundation is to promote the success of rural Texas hospitals by working collaboratively and leveraging resources to provide quality programs and services.

## 1. Membership Benefits:

As a Foundation member, you receive the following services, support and benefits:

### IT-Related Services and Support:

- (1) Broadband/T-1 support and remote provisioning, including bandwidth use monitoring, support and management on a 24/7 basis;
- (2) Connectivity assurance through hardware and software support, monitoring and troubleshooting on a 24/7 basis;
- (3) Firewall and router access configuration and management on a 24/7 basis;
- (4) WAN support: secured client VPN remote access and support for 3 secured LAN-to-LAN VPN connections to vendors for business to business transactions; there is an additional set-up fee for additional VPN connections configuration and support;
- (5) Email access, hosting and support, including new accounts setup, basic anti-spam and anti-virus filtering, updates and troubleshooting; each Member facility receives up to 20 GB; Members are subject to best practice guidelines regarding email space usage; usage exceeding the allotted space may be subject to additional cost;
- (6) Access to experienced IT staff for expert advice and general IT consulting and technical/research assistance;
- (7) Access, support and training to the Public Health Information Network (PHIN);
- (8) Website hosting (one basic); does not include website content management;
- (9) Access to a dedicated rural hospital IT Forum; and
- (10) Helpdesk support for network connectivity on a 24/7 basis.

### Additional Membership Benefits:

- (1) Grant assistance and information – Foundation Members receive access to valuable funding information, resources, notices and alerts on grant opportunities; access to the Foundation's *Grant Line* newsletter and member discounts to grant workshops and webinars;
- (2) Information services – Foundation Members receive a variety of publications/newsletters, including the Foundation's *Cornerstone* and TORCH publications; and
- (3) Access and member discounts to TORCH and Foundation educational events and opportunities.

## 2. Term and Payment of Membership:

The term of this Agreement will be for twelve (12) months, and begins on the date of execution of this Agreement. This term will be extended and continued automatically at the end of the term for another twelve (12) months, unless otherwise terminated in writing by the Member at least 30 days prior to the end of the term.

## 3. Liability and Obligation on Termination:

Should the Agreement expire or be terminated for any reason, the Foundation will not be liable to the Member for compensation, reimbursement or damages for any reason whatsoever following such termination or expiration. Any termination of this Agreement shall not relieve Member of any obligations to pay fees and costs accrued prior to the termination date or any other amounts owed by Member to the Foundation as provided in this Agreement.

## 4. Fees and Charges:

A Member may incur some or all of the following fees and charges:

- (1) Membership Fees: Membership fee for this Agreement will be \$175 per month for the term. Members will be billed quarterly, unless Member requests to be billed annually.
- (2) Set-up Fees: When deemed necessary, a one-time new member set-up fee may apply. Any set-up fee for this Agreement will be in accordance with the TORCH Foundation Agreement and will be paid at the beginning of the selected term.

## 5. General Provisions:

Entire Agreement: This Agreement, in conjunction with all policies and guidelines incorporated herein by reference, constitutes the entire Agreement between Member and the Foundation with respect to the subject matter hereof and there are no representations, understandings or agreements, which are not fully expressed in this Agreement and the incorporated policies and guidelines.

No Fiduciary Relationship: Parties agree that neither party is a legal representative, partner, joint ventured, franchisee, or agent for any purpose of the other, unless both parties have signed a separate written agreement. Other than as specified herein, neither party makes any representations, or assumes any obligations on behalf of the other.

Amendments: This Agreement may be amended only upon written mutual agreement of Member and the Foundation.

Choice of Law and Forum: This Agreement will be governed by the laws of the United States and the State of Texas, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Austin, Travis County, Texas, and Member irrevocably consents to the jurisdiction of such courts.

Non-Assignment: A subscription may not be assigned or transferred to any other person or entity. Member must promptly inform the Foundation of changes in its business billing address.

Notices: Notices between Parties may be given in writing by electronic mail or conventional mail to the address indicated on the Application.

Severability: Should any term or provision hereof be deemed invalid, void, or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature confirms (1) that all information provided herein is true, (2) signor is legally authorized to represent and act on behalf of the above organization, and (3) that the organization understands, accepts, and agrees to the terms and provisions of the TORCH Foundation Membership Agreement.