



## ERC Health Alliance Participation Agreement

This ERC Health Alliance Participation Agreement is between ERC Services, Inc. (“ERC”) whose principle place of business is 6700 Beta Drive, Suite 300, Mayfield Village, Ohio 44143 and

\_\_\_\_\_ referred to herein as the Participating Employer (“Employer”). It is hereby understood and agreed:

1. **The Health Alliance** -- ERC has received a certificate of authority from the Ohio Department of Insurance to sponsor a Small Employer Health Care Alliance known as the ERC Health Alliance (“Alliance”). The Alliance assists small employer members (two to fifty benefit eligible employees) in obtaining group medical insurance coverage for their employees under a plan or plans insured by one or more insurance carriers (“Carrier(s)”).
2. **Membership** -- By enrolling in the Alliance group medical insurance coverage, Employer has access to an array of HR services through ERC’s Associate Membership. As such, Employer agrees to be bound by the terms of this Agreement, and to be bound by the terms of the Associate ERC Membership Terms of Use, included in this Agreement by reference.
3. **Eligibility** -- In order to continue to be eligible to participate in the Alliance, Employer must employ between 2 and 50 employees, meet the eligibility requirements as determined by the Carrier(s) or other entities, and comply with the Health Management Services which are a required part of the participation in the Alliance.
4. **Participation in Health Management Services** -- As a condition of membership, Employer agrees to participate in the required Health Management Services. This includes compliance with the mandatory employee completion of a Personal Health Profile (PHP). Every employee enrolled in group medical insurance coverage through the ERC Health Alliance is required to complete a PHP at the time of enrollment and again, prior to the annual renewal of the group medical insurance. If Employer’s employees do not complete a PHP in a timely manner then Employer’s ERC Associate membership will cease and Employer will no longer be eligible for the special rates for the group medical insurance coverage offered through the Alliance. The group medical insurance coverage will be converted to similar insurance coverage offered by the Carrier(s) at the rates available to employers that are not part of the Alliance.
5. **Role of ERC** -- ERC is not an insurer, a seller of any insurance, an agent or representative of an insurer, an adjuster of claims, or a third-party administrator, and is not liable by reason of any insurance coverage or administrative services provided under the Alliance. ERC does not have the authority to approve insurance coverage, or to waive or modify the terms or conditions of insurance coverage. ERC does not make determinations regarding payment of claims and all decisions to pay or not pay a claim are the exclusive responsibility of the Carrier(s).
6. **Compliance with Requirements of Insurance Coverage** -- Employer must comply with the underwriting, eligibility, participation, and other requirements of the insurance coverage in which Employer enrolls. If Employer fails to comply with these requirements, insurance coverage may be terminated or rescinded by the Carrier(s) in accordance with its rules and procedures. Carrier(s) may take action against Employer, Employer’s employees, their dependents or any person(s) who obtain benefits on the basis of false information or in violation of the eligibility, participation, or other requirements of coverage(s). This action may include rescinding or terminating coverage or legal action against Employer and/or the other person(s).
7. **Agent Representation** – To participate in the ERC Health Alliance Employer must be represented by an authorized representative agency of ERC Health.
8. **ERC Dues and Administration Fees** -- ERC Associate Members who participate in the Alliance are not currently charged membership dues and there are not currently any administration fees charged.

9. **Alliance Procedures** – Employer will receive information and communications regarding the Alliance via email and therefore, Employer agrees to provide an email address for Employer’s primary contact person.
10. **Alliance Changes** -- ERC has the authority to make changes to the Alliance at any time, including changing Carrier(s). Should the Alliance change Carrier(s) it will use its best efforts to provide reasonable advance notice of any such change(s). ERC reserves the right to modify the existing rules or create new rules including modifying the Associate ERC Membership Terms of Use.
11. **Compliance with the Law** -- State and Federal laws inclusive of, but not limited to, COBRA, ERISA, HIPAA, and Medicare, establish various obligations on employers. Employer is responsible for compliance with all applicable State and Federal Laws. Neither ERC nor the Alliance is a plan administrator of any employee welfare benefits plan(s) subject to the Employment Retirement Income Security Act (ERISA). Employer agrees to comply with the fiduciary, reporting, and filing requirements of ERISA and to act in accordance with the duties and obligations set forth under ERISA and any other applicable state or federal laws or regulations. ERC does not assume any legal obligations for Employer’s employee welfare benefits plan(s).
12. **Term** -- This Agreement begins as of the date Employer first participates in the Alliance and shall remain in effect until (a) Employer terminates participation; (b) Employer is notified Employer no longer qualifies for participation; (c) Employer is notified that Employer has not met the requirements for ERC membership; or, (d) the Alliance terminates.

**By signing below, I certify that I have read this ERC Health Alliance Participation Agreement and agree to all terms and conditions contained herein.**

Name of Participating Employer (Company Name)	Number of Employees with Medical Coverage
---	---

Mailing Address

City	State	Zip Code
------	-------	----------

Name of Primary Contact Person (Print)	Telephone	Email Address ( <b>Required</b> )
--	-----------	-----------------------------------

Authorized Business Representative (Print)	Signature of Authorized Business Representative
--	---

Title of Authorized Business Representative	Date Signed
---	-------------

<b>This section to be completed by Select Broker:</b>	
Name of Servicing Broker	Email Address (please print clearly)
<i>(This person will receive copies of email correspondence)</i>	

**Please send all completed Agreements to ERC Health**

**By Fax: 216-367-8765**

**By Email: ERCAlliance@ERCHHealth.com**

**By mail: ERC Health Alliance  
1360 East 9th Street, Suite 600  
Cleveland, OH 44114**



## Associate ERC Membership Terms of Use

A small business employer that joins ERC Health Alliance is automatically enrolled as an ERC Small Business Associate Member and receives access to the following ERC Services:

- Online ERC HR Resource Center (BNA);
- ERC's weekly online newsletter;
- preferred rates for provider services;
- ERC public & on-site training programs; and,
- HR consulting services.

ERC Associate members have the opportunity to upgrade to a full ERC membership at any time by paying full regular membership rates.

BY ENROLLING IN THE ERC HEALTH ALLIANCE, YOUR ORGANIZATION WAS AUTOMATICALLY ENROLLED INTO MEMBERSHIP IN THE EMPLOYERS RESOURCE COUNCIL, a not-for-profit employers association. All financial obligations to ERC incurred prior to ERC Health and membership participation must be paid in full. All invoices from ERC for dues, products and/or services must be paid upon receipt of invoice. An organization must be a member in good standing of ERC to participate in the ERC Health Alliance and by enrolling in the ERC Health Alliance agrees to and understands the following:

1. Membership is at the discretion of ERC, consistent with the association's by-laws and all applicable laws governing ERC. Your organization agrees that upon membership in ERC, all copyrighted ERC materials are to be used strictly for **your organization's internal purposes only**. Any materials provided to ERC members may not be used for any purpose other than for the members' benefit. Any reproduction or utilization of these materials outside your organization is prohibited without written permission from ERC and may result in termination of membership and/or legal action. This specifically includes:
  - a. ERC surveys - ERC survey information is copyright protected and the misuse of this information subjects your organization to potential litigation and possible damages paid to ERC. If litigation is brought upon your firm for copyright infringements or violation of this agreement, your organization will assume ALL legal expenses incurred on behalf of ERC and your membership with ERC will be suspended pending the outcome of the litigation.
  - b. HR service providers (including Staffing Firms, Consultants, Brokers and Law Firms) - Information from ERC is not to be used for your organization's financial gain. This includes directly/indirectly sharing or disseminating information for your clients' benefit.
2. ERC DOES NOT PROVIDE QUALIFIED LEGAL OPINIONS. Research, training or HR Support information that ERC provides to its members should not be relied upon or considered a substitute for legal advice. The information that ERC provides is for general employer use and not necessarily for individual application. ERC recommends that members consult legal counsel when and if appropriate.

YOUR PARTICIPATION IN THE ERC HEALTH ALLIANCE ASSUMES YOUR ORGANIZATION HAS READ AND UNDERSTOOD THE ABOVE GUIDELINES FOR MEMBERSHIP, AND THAT YOUR ORGANIZATION AGREES TO COMPLY WITH ALL OF THE TERMS HEREIN.