

EMPLOYER HEALTH CARE ALLIANCE COOPERATIVE
COOPERATIVE MEMBERSHIP AND
STOCK SUBSCRIPTION AGREEMENT

This (“Agreement”) is made by and between the undersigned member (“Member”) and Employer Health Care Alliance Cooperative, a Wisconsin cooperative (“The Alliance” or the “Cooperative”), with reference to the following facts:

- A. The Member sponsors a health plan that provides health insurance benefits to its employees, beneficiaries and their dependents who qualify for participation in the health plan.
- B. The Alliance provides services to its cooperative members designed to manage health care costs and improve the affordability, effectiveness and efficiency of health care in the community.
- C. The Member desires to become a member of the Cooperative and participate in the manner described in this Agreement.

In consideration of the facts described above and the mutual agreements below, the parties agree as follows:

1. Membership. Cooperative agrees to admit Member as an Equity Member of the Cooperative. Member accepts admission as an Equity Member, acknowledges that its rights and obligations as a member, including its rights to receive services from the Cooperative, are set forth in the Cooperative’s Articles of Incorporation (“Articles”), Bylaws (“Bylaws”) and Employer Administrative Handbook (“Handbook”), all as amended from time to time, and agrees to comply with its obligations under the Articles, Bylaws and Handbook.
2. Stock Purchase. Member hereby subscribes for one share of Membership Stock with par value of \$10.00 and the number of shares of Capital Stock with par value of \$10.00 equal to the number of its employees to be enrolled with The Alliance (“Employees”). Member agrees to pay \$10.00 for each share of Membership Stock and \$10.00 for each Share of Capital Stock, as shown on the attached Pricing Addendum, within 30 days of the Effective Date of this Agreement.
3. Access and Retainage Fees. Member agrees to pay a monthly fee per Employee enrolled on the 15th day of that month (“Access Fee”) as shown on the attached Pricing Addendum. Member agrees to pay a retainage fee each month (“Retainage Fee”) in the percentage of savings and with an annual cap per employee, each as shown on the Pricing Addendum and calculated as provided in the Handbook. These Fees are subject to change at the Cooperative’s discretion and shall be paid in full within 30 days of receipt of an invoice therefor. As described in the Handbook, the Cooperative may, in its sole discretion, suspend or terminate the Member’s membership, including this Agreement and all addenda hereto, if the Access Fee and Retainage Fee have not been received by the Alliance when due.
4. Term. The term of this Agreement and the first month of The Alliance’s services as described in the Handbook shall commence on _____ (“Effective Date”) and shall continue for an initial term of 12 months, renewing thereafter for consecutive annual terms unless written notice of termination is received by the Cooperative not less than 30 days nor more than 60 days prior to the anniversary of the Effective Date or earlier terminated pursuant to the Handbook or applicable law.

5. Addenda. This Agreement includes the Pricing Addendum and any other addenda entered into by Member and Cooperative.

This Agreement is signed on _____, _____, to be effective as of the Effective Date.

Member's EQPC # _____

Federal I.D. # _____

Authorized Signature: _____

Contact Name: _____

Title: _____

Accepted by The Alliance this _____ day of _____, _____.

By: _____
Cheryl A. DeMars, President & CEO

Pricing Addendum

The Alliance Employer Equity Agreement (effective _____)

Member Legal Name:

Contact:

Email:

Phone:

Ongoing Monthly Fees:

Access Fee: \$1 per employee per month.

Retainage Fee: ____% of savings

Annual Cap:

Retainage Annual Cap: \$17.90 per employee per month (annualized)

Workers' Compensation: (If applicable)

Retainage Fee: 17% of savings

OPTIONAL

Network Options Addendum

Member chooses to enroll in and receive services in the following additional network(s) offered by The Alliance (each, a “Network”). Services in each Network will be provided as described in the Employer Handbook or separate contract with The Alliance or other network(s). Member agrees to remain in selected Network(s) for at least one year, to provide at least 30 days’ notice of termination of participation in a selected Network and to pay the fees shown below for each selected Network. These fees are subject to change at The Alliance’s discretion and shall be paid in full within 30 days.

Select desired Network(s) and sign/date *or* decline all Network options and sign/date.

- Trilogy Health Network:** Trilogy Health Solutions is an independent organization collaborating with The Alliance to offer an extensive provider network throughout Wisconsin and Northern Illinois. Enrollees will have access to providers participating in both The Alliance and Trilogy’s individual networks.

- Workers’ Compensation:** Member will have access to The Alliance network of providers and Alliance contract pricing for services to be paid by workers’ compensation programs (“WC Services”). Member employees will have such access whether or not they are enrolled in The Alliance as their primary health care network. Member shall pay a retainage fee for WC Services incurred as described and calculated according to the Employer Handbook.

- Zelis Network Solutions, LLC (formerly Stratose, LLC):** This national network outside of The Alliance geographic service area provides services to employees of Member who are enrolled in The Alliance as their primary health care network. Member will enter into a separate contract with Zelis Network Solutions, LLC and pay fees incurred at a Zelis Provider as described and calculated according to the Zelis Contract. A separate medical ID card that includes regional network logos by state will be issued to eligible Member employees accessing the Zelis Network. Member acknowledges and agrees that The Alliance may be paid an administrative fee by the Zelis Network up to 5% of savings realized by Member use of the Zelis Network.

- Decline aforementioned Network(s)**

Acknowledgment of selection(s)

Authorized Signature: _____

Date: _____