

**Adoption Agreement & Eligibility Attestation
for
Association Health Plan Employer Group Enrollment**



This Adoption Agreement must be signed by an authorized representative at application and at each renewal.

This ADOPTION AGREEMENT & ELIGIBILITY ATTESTATION FOR ASSOCIATION HEALTH PLAN EMPLOYER GROUP ENROLLMENT (“Agreement”) in the association health plan program provided by the Idaho Home Builders Association Benefit Trust Fund (“Association”) is hereby submitted by the following Employer Group (“Employer Group”):

FULL LEGAL NAME OF EMPLOYER GROUP

LOCATION ADDRESS

Street	City	State	Zip Code
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I certify and attest that Employer Group desires to enroll in the association health plan offered by Association, that Employer Group agrees to the terms of this Agreement and to the terms of the Policy and that:

1. Employer Group is a bona-fide business establishment that meets and will continue to meet all participation requirements, including continued enrollment in the Idaho Home Builders Association.
2. Employer Group is in the construction industry and has an NAICS code starting with 23 (Employer Group’s NAICS code is: _____)
3. The majority of Employer Group’s income is from home building (for example, 65% of employer group’s income is from home building and only 35% is from commercial construction).
4. This Agreement authorizes Association, or its authorized representative, to audit applicable records, no more than one time annually, to confirm that Employer Group meets the eligibility requirements selected in (1) above. Such audit shall not cause undue burden on Employer Group. Employer Group may require Association, or its authorized representative, as applicable, to sign reasonable confidentiality agreements.
5. Employer Group understands that Association and/or its contracted insurer has the right to accept or reject the application for association health plan coverage. Coverage will not commence until the application has been accepted.
6. Employer Group understands and agrees to distribute all plan documents consistent with Association’s Guidelines for Distribution, and abide by the eligibility rules applicable to employee and dependent enrollment, COBRA continuation of coverage notice requirements, regardless of the number employees employed by Employer Group, and payment rules as provided in the Policy.
7. Employer Group understands that all association health plan coverage under this Agreement, including any coverage for individuals covered under COBRA continuation of coverage, may be terminated if Employer Group fails to pay the applicable monthly fees as billed by the due date or completion of the grace period, as applicable.
8. Employer Group will fully defend, indemnify and hold harmless Association and its trustees, employees, consultants and administrators against any and all loss, damage, liability, claim, demand or suit resulting from injury or harm to any person or property arising out of or in any way connected with the participation of the Employer Group under this Agreement. This is intended to include, but is not limited to, employment-related claims, statutory violations, breach of contract claims and claims for damages resulting from personal injury or injury to property.
9. Employer Group understands this Agreement can only be revised at renewal in writing and that Employer Group will comply with the Association’s policies and procedures as well as the Trust Agreement as it may be revised in the future.
10. The undersigned representative of Employer Group has reviewed the above information, agrees to its accuracy and is not an insurance agent or broker.

Print name and title of **Employer Group** representative

Signature of **Employer Group** representative

Date

Producer Title, Name & Agency

Producer Signature

Date