



EMBC Membership Agreement

Updated July 2023

The Emergency Business Medicine Coalition (EMBC) is pleased to welcome your practice group as a member of our organization. We appreciate your group's investment of annual dues in EMBC.

Any and all membership privileges obtained through this membership agreement may be revoked or changed at any time with prior notice to the member.

Your practice group agrees they meet all membership requirements and will notify EMBC if any requirements are not met during the time of the agreement term. The EMBC Membership Committee will review all active members including but not limited to the activity of the member and primary contact on a regular basis.

Through membership, your emergency medicine group will have access to:

- Information in membership meetings and webinars
- Information sharing outside of meetings with other member groups, including through our online forum
- Leadership opportunities within the coalition
- Collective purchasing benefits and other coalition deliverables, including business intelligence reports

In return, EMBC requests the following from the member:

- Membership fees to be paid upon invoice receipt
- Each Member shall bear all its own costs and expenses related to membership in EMBC including, but not limited to, the compensation payable to Member's employees and principals that participate in EMBC on behalf of Members, and all travel and other expenses associated with Member's participation in EMBC meetings, conferences, and development projects. Except as otherwise set forth in the EMBC Bylaws or Policies, Member understands and agrees that Member has no rights of reimbursement from EMBC
- Compliance with the then-current Logo Usage Guidelines
- Ability to list your practice group as a Member on the EMBC website, in communications, and in additional places
- Active participation in at least one standing committee
- Regular participation in membership meetings and webinars
- Response to all member surveys, in order to help guide EMBC's strategy and strengthen communications with external organizations. Information shared will be anonymous, only presented in aggregate form and used to benefit members and EMBC as an organization. All information is collected by a third party and no EMBC member will have direct access to individual data, further protecting data integrity and confidentiality.

This agreement shall remain in effect until one or more of the following occur:

- Member fails to meet requirements of membership, as defined in the Bylaws and EMBC Policies and Procedures.



- Agreement term lapses without further terms or agreements added.
- Group files for bankruptcy or ceases to do business.

Notices

Except under extenuating circumstances, any and all communications in regards to EMBC membership shall be delivered to EMBC staff. All member notices will be delivered by forms deemed necessary by EMBC Staff.

EMBC Member Contact Information Sharing

EMBC does not sell its Membership List to other organizations or otherwise. However, in order to advance its exempt purpose, the EMBC may license, rent, provide and/or exchange contact information provided through the membership application and/or membership agreement of its members and former members, to include contact information such as mailing addresses, phone numbers, and email addresses. Licensing and/or exchanging its Membership List allows EMBC to expand benefits offered to members as well as its membership base by obtaining the names and addresses of other likely members and supporters and provides a valuable source of additional funding.

Assignment

Without prior written approval, no portion of this contract may be transferred or sold to any party not participating in this membership agreement.

No Warranties

No warranties are given or implied by this membership agreement.



EMBC Code of Conduct

Updated July 2023

The Emergency Medicine Business Coalition (“the Coalition”) is the trade association representing independent democratic emergency medicine business practice groups focused on delivering modern business solutions to physician group partners. The Coalition takes advantage of shared best business practices and collective size to ensure the continued strength and success of independent democratic emergency medicine practice groups. The Coalition Code of Conduct has been developed in the following spirit:

- Respect and protect confidential data and information obtained from or relating to members.
- Keep member’s sensitive financials and contractual details siloed and confidential.
- Bring together any possible resources among member groups to support each member’s contractual stability.
- Comply with applicable competition laws and to not disturb or hinder legitimate competition in any anticompetitive fashion or manner.

The Coalition is committed to observing and promoting the highest standards of ethical conduct. Coalition members, partners, and all organizations or individuals conducting business with Coalition are expected to:

- Share the Coalition’s goal to strengthen independent democratic emergency medicine practice groups.
- Maintain a professional level of courtesy, respect, and objectivity in all matters and activities associated with the Coalition.
- Exercise reasonable care, good faith, and due diligence in Coalition affairs.
- Respect the diversity of opinions, the integrity and ability of others, and promote collaboration and cooperation.
- Strive to uphold the highest standards of conduct and assist others in maintaining those practices.
- Contribute to an environment that is welcoming, inclusive, safe, open, and professional.
- Uphold a professional, legally appropriate business relationship with the Coalition staff promoting a positive and collegial atmosphere free from harassment and other unacceptable behaviors.
- Not engage in or facilitate any discriminatory or harassing behavior directed toward the Coalition staff, members, officers, directors, meeting/event attendees, exhibitors, advertisers, sponsors, suppliers, contractors or others in the context of activities related to Coalition.
- Ensure the protection of the Coalition’s business interests, including opportunities, assets, and confidential information.
- Act in the best interests of the Coalition and not for personal or third-party gain or financial enrichment.
- When encountering potential conflicts of interest, members will identify the conflict and, as required, remove themselves from all discussion and voting on the matter.
- Support member groups contractual stability.
- Comply with applicable competition and antitrust laws.
- Respect and uphold local, state, national, and international laws.



The Coalition strives to be ethical and transparent. The Coalition strives to ensure the organizations and individuals with whom the Coalition conducts business adhere to the principles expressed in this Code. The Coalition reserves all rights to take any actions deemed necessary if this Code is not followed.

Coalition Meetings & Events

The Coalition strives to provide a safe, inclusive, harassment-free experience for everyone, regardless of gender, gender identity and expression, sexual orientation, disability, race, ethnicity, religion, beliefs, citizenship, or other protected categories. All Coalition event participants, whether in person, virtual, and/or electronic, including attendees, media, speakers, contractors, partners, sponsors, exhibitor personnel, and guests of attendees are expected to follow this Code of Conduct at Coalition meetings and events.