

SERFF Tracking Number: FDLT-125645596 State: Arkansas
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 39002
Company Tracking Number: M-9040 (NARHC)
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Group Dental
Project Name/Number: Group Dental/M-9040 (NARHC)

Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Group Dental

TOI: H10G Group Health - Dental

Sub-TOI: H10G.000 Health - Dental

Filing Type: Form

SERFF Tr Num: FDLT-125645596

SERFF Status: Closed

Co Tr Num: M-9040 (NARHC)

Co Status:

Authors: Debbie Oestreich, Teresa

Saling

Date Submitted: 05/13/2008

State: ArkansasLH

State Tr Num: 39002

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 05/19/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Group Dental

Project Number: M-9040 (NARHC)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/19/2008

State Status Changed: 05/20/2008

Corresponding Filing Tracking Number:

Filing Description:

Re: National Association for Responsible Health Care

Fidelity Security Life Insurance Company

NAIC # 71870, FEIN # 43-0949844

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Association

Deemer Date:

Pursuant to our telephone conversation on Wednesday, May 7, 2008, regarding whether we could issue a group dental policy to an HMO as the policyholder, we ask that you please consider the enclosed group, National Association for

<i>SERFF Tracking Number:</i>	<i>FDLT-125645596</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Fidelity Security Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39002</i>
<i>Company Tracking Number:</i>	<i>M-9040 (NARHC)</i>		
<i>TOI:</i>	<i>H10G Group Health - Dental</i>	<i>Sub-TOI:</i>	<i>H10G.000 Health - Dental</i>
<i>Product Name:</i>	<i>Group Dental</i>		
<i>Project Name/Number:</i>	<i>Group Dental/M-9040 (NARHC)</i>		

Responsible Health Care as the policyholder. As we discussed, you directed me to a more traditional route such as a multiple employer trust. However, this would not work in this case as we would be covering the HMO members who do not have an employer/employee relationship.

For your consideration, I have enclosed a copy of a brochure for the dental product which explains the benefits available to the HMO members. I am also enclosing a copy of the new welcome letter that goes out at time of issue. Also for your information regarding the group, enclosed is a copy of the By-Laws, a copy of the Certificate of Incorporation and the membership benefits.

If you find that you will allow us to issue to this group, the dental product that would be issued is M-9040 et. al. that was approved by your Department on January 29, 2002.

Thanks for all of the help you and Rosalind have provided. If you have any questions or need additional information, please do not hesitate to contact me at 1-800-648-8624, extension 1276.

Company and Contact

Filing Contact Information

Teresa Saling, Supervisor	tsaling@fslins.com
3130 Broadway	(800) 648-8624 [Phone]
Kansas City, MO 64111-2406	(816) 751-6026[FAX]

Filing Company Information

Fidelity Security Life Insurance Company	CoCode: 71870	State of Domicile: Missouri
3130 Broadway	Group Code: 451	Company Type: Life & Health
Kansas City, MO 64111-2406	Group Name:	State ID Number:
(800) 648-8624 ext. [Phone]	FEIN Number: 43-0949844	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	

SERFF Tracking Number: FDLT-125645596 *State:* Arkansas
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Per Company: No

SERFF Tracking Number: FDLT-125645596 State: Arkansas
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Product Name: Group Dental
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Security Life Insurance Company	\$50.00	05/13/2008	20295595

SERFF Tracking Number: FDLT-125645596 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/19/2008	05/19/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/15/2008	05/15/2008	Teresa Saling	05/16/2008	05/16/2008

SERFF Tracking Number: FDLT-125645596 *State:* Arkansas
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Product Name: Group Dental
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Disposition

Disposition Date: 05/19/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *FDLT-125645596* State: *Arkansas*
 Filing Company: *Fidelity Security Life Insurance Company* State Tracking Number: *39002*
 Company Tracking Number: *M-9040 (NARHC)*
 TOI: *H10G Group Health - Dental* Sub-TOI: *H10G.000 Health - Dental*
 Product Name: *Group Dental*
 Project Name/Number: *Group Dental/M-9040 (NARHC)*

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Membership Benefits	Approved-Closed	Yes
Supporting Document	Articles of Amendments	Approved-Closed	Yes
Supporting Document	By-Laws	Approved-Closed	Yes
Supporting Document	Dental Brochure-Welcome Letter	Approved-Closed	Yes
Supporting Document	Group Questionnaire	Approved-Closed	Yes
Supporting Document	Membership Brochure	Approved-Closed	Yes
Supporting Document	By-Laws and Articles of Incorporation	Approved-Closed	Yes

SERFF Tracking Number: FDLT-125645596 State: Arkansas
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Product Name: Group Dental
Project Name/Number: Group Dental/M-9040 (NARHC)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/15/2008

Submitted Date 05/15/2008

Respond By Date

Dear Teresa Saling,

This will acknowledge receipt of the captioned filing.

Objection 1

- Membership Benefits (Supporting Document)

Comment: The membership benefits indicate that a majority of the benefits are discounts. I am attaching a copy of Act 875 of 2005 with respect to health related discount cards. Please review the Act and ACA 4-106-201 with respect to prohibited practices.

Objection 2

- Dental Brochure-Welcome Letter (Supporting Document)

Comment: The Dental Brochure references Careington Plan. Is this a provider network. What is Careington?

The Welcome letters refer to WellMed - RMG Health Centers Dental Plan. In Arkansas I have not come across WellMed or RMG Health Centers. What type of entities are these??? Please explain.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

Act 875 of the Regular Session

As Engrossed: H2/2/05 S3/3/05

A Bill

1 State of Arkansas
2 85th General Assembly
3 Regular Session, 2005

HOUSE BILL 1209

4
5 By: Representative Thomason
6 By: Senator Hill

7
8
9 **For An Act To Be Entitled**

10 AN ACT TO REQUIRE DISCLOSURES BY SELLERS OF
11 HEALTH-RELATED CASH DISCOUNT CARDS; TO PROVIDE A
12 CANCELLATION PERIOD FOR THE PURCHASE OF HEALTH-
13 RELATED DISCOUNT CARDS; AND FOR OTHER PURPOSES.

14
15
16 **Subtitle**

17 AN ACT TO REQUIRE DISCLOSURES BY SELLERS
18 OF HEALTH-RELATED CASH DISCOUNT CARDS
19 AND TO PROVIDE A CANCELLATION PERIOD FOR
20 THE PURCHASE OF HEALTH-RELATED DISCOUNT
21 CARDS.

22
23
24 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

25
26 SECTION 1. Legislative intent.

27 (a) It is found and determined by the General Assembly that:

28 (1) Consumers in the State of Arkansas purchase health-related
29 cash discount cards with the expectation that all health-related cash
30 discount cards will provide significant savings for the cost of health care;

31 (2) Many consumers in the State of Arkansas purchase health-
32 related cash discount cards without the seller providing a full explanation
33 of the range of discounts offered and whether consumers' health-care
34 providers will accept the card; and

35 (3) Many health-related cash discount card providers do not



1 clearly indicate in advertisements or during the sales process that discount
 2 cards are not insurance.

3 (b) This act is intended to provide consumers in the State of Arkansas
 4 with:

5 (1) Additional protections that will ensure that they have
 6 sufficient information with which to make an informed decision before
 7 agreeing to purchase a health-related cash discount card; and

8 (2) A sufficient time period in which to cancel a health-related
 9 cash discount card.

10
 11 SECTION 2. Arkansas Code § 4-106-201 is amended to read as follows:

12 4-106-201. Prohibited practices.

13 It shall be unlawful and a violation of this subchapter for any person
 14 to sell, market, promote, advertise, or otherwise distribute any card or
 15 other purchasing mechanism or device which is not insurance that purports to
 16 offer discounts or access to discounts from health care providers in health-
 17 related purchases where:

18 (1) The card or other purchasing mechanism or device does not
 19 *expressly provide in bold and prominent type that the discounts are not*
 20 *insurance;*

21 (2) The card or other purchasing mechanism or device does not
 22 expressly provide in bold and prominent type on the card or a statement
 23 attached to the card that the consumer has the right to cancel his or her
 24 registration within thirty (30) days from the effective date of the card or
 25 other purchasing mechanism or device;

26 ~~(2)(3)~~ The discounts are not specifically authorized by an
 27 individual and separate contract with each health care provider listed in
 28 conjunction with the card or other purchasing mechanism or device; ~~or~~

29 ~~(3)(4)~~ The discounts or access to discounts offered or the range
 30 of discounts or access to the range of discounts offered are, regardless of
 31 the literal wording used:

32 (A) Misleading;

33 (B) Deceptive; or

34 (C) Fraudulent;

35 ~~(4)(5)~~ The card or any advertisements for the card in any form,
 36 include words or phrases that are commonly associated with the business of

1 insurance, such as "health plan", "pre-existing condition", or "coverage" in
2 a way that could have a tendency to deceive the public into believing that
3 the cards are a form of insurance.

4 ~~(5)~~(6) The contract for the card or other purchasing mechanism
5 or device, or any other document that is provided to the consumer at the time
6 the card or other purchasing mechanism or device is received, does not
7 contain:

8 (A) Information in bold and prominent type that a consumer
9 has the right to cancel his or her registration within thirty (30) days from
10 the effective date of the card or other purchasing mechanism or device; and

11 (B) Instructions on how a consumer may cancel his or her
12 registration;

13 (7) Printed advertisements and other printed promotional
14 materials concerning the card or other purchasing mechanism or device do not
15 expressly provide in bold and prominent type that:

16 (A) The discounts are not insurance; and

17 (B) The card or other purchasing mechanism or device
18 contains a thirty-day cancellation period; or

19 (8) Electronic advertisements and other electronic promotions
20 concerning the card or other purchasing mechanism or device, including, but
21 not limited to, radio, television, the Internet, and telephone solicitations,
22 do not expressly state in a prominent manner that:

23 (A) The discounts are not insurance; and

24 (B) A consumer has the right to cancel the registration
25 within a thirty-day period under § 4-106-205.

26
27 SECTION 3. Arkansas Code § 4-106-202(a), pertaining to persons who may
28 enjoin violations related to health-discount cards, is amended to read as
29 follows:

30 (a) ~~Any~~ The Attorney General, any person, firm, private corporation,
31 municipal or other public corporation, or trade association may maintain an
32 action to enjoin a continuance of any act or acts in violation of this
33 subchapter and for the recovery of damages.

34
35 SECTION 4. Arkansas Code § 4-106-202(c), pertaining to venue for
36 actions related to health-discount cards, is amended to read as follows:

(c) An action for violation of this section may be brought:

(1) In the county where the plaintiff resides;

(2) In the county where the plaintiff conducts business; ~~or~~

(3) In the county where the card or other purchasing mechanism or device was sold, marketed, promoted, advertised, or otherwise distributed; or

(4) In the Pulaski County Circuit Court if the action is initiated by the Attorney General.

SECTION 5. Arkansas Code Title 4, Chapter 1, Subchapter 2 is amended to add a new section to read as follows:

4-106-205. Right to rescind contract -- No waiver of claims.

(a) In addition to any other right to revoke an offer, a buyer who enters into a contract for the purchase of a health-related discount card or other purchasing mechanism or device has the absolute right to cancel the contract and receive a full refund without penalty until midnight of the thirtieth calendar day after the effective date of the card or other purchasing mechanism or device.

(b) The acceptance or use of any card or other purchasing mechanism or device is not a waiver of:

(1) Any claim that may be asserted under this subchapter or under §§ 4-88-101 – 115; or

(2) Any other applicable criminal, civil, or administrative penalties.

/s/ Thomason

APPROVED: 3/16/2005

1

SERFF Tracking Number: FDLT-125645596 State: Arkansas
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TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Group Dental
Project Name/Number: Group Dental/M-9040 (NARHC)

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	05/16/2008
Submitted Date	05/16/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: Rosalind, thank you for your review of this filing. In answer to your objection dated May 15, 2008 and to your email dated May 14, 2008, please see the following responses:

Enclosed please find the Group Questionnaire and corresponding information.

The name of the HMO is: PSO Health Services, LLC, d/b/a Physicians Health Choice

There is amore current brochure which includes additional benefits.

We have reviewed Act 875 of 2005 and understand the prohibited practices. The new membership brochure does include the language that it is not insurance on page 2. We will add the 30 day guarantee in the application for membership of the brochure.

Carrington is the dental PPO network.

The dental welcome letter was just for your information to understand the type of benefits that will be provided. The letter goes to Texas insureds that do use WellMed-RMG Health Centers Dental Plan. WellMed-RMG would not be utilized in Arkansas.

If you need anything else for your review, please let me know. Thanks.

Related Objection 1

Applies To:

- Membership Benefits (Supporting Document)

Comment:

The membership benefits indicate that a majority of the benefits are discounts. I am attaching a copy of Act 875 of 2005 with respect to health related discount cards. Please review the Act and ACA 4-106-201 with respect to prohibited practices.

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Product Name: Group Dental
Project Name/Number: Group Dental/M-9040 (NARHC)

Related Objection 2

Applies To:

- Dental Brochure-Welcome Letter (Supporting Document)

Comment:

The Dental Brochure references Careington Plan. Is this a provider network. What is Careington?

The Welcome letters refer to WellMed - RMG Health Centers Dental Plan. In Arkansas I have not come across WellMed or RMG Health Centers. What type of entities are these??? Please explain.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Group Questionnaire

Comment: Attached is the group questionnaire.

Satisfied -Name: Membership Brochure

Comment: Attached is the most current membership brochure

Satisfied -Name: By-Laws and Articles of Incorporation

Comment: Attached is the most current copy of the by-laws and articles of incorporation.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Debbie Oestreich, Teresa Saling

SERFF Tracking Number: *FDLT-125645596* *State:* *Arkansas*
Filing Company: *Fidelity Security Life Insurance Company* *State Tracking Number:* *39002*
Company Tracking Number: *M-9040 (NARHC)*
TOI: *H10G Group Health - Dental* *Sub-TOI:* *H10G.000 Health - Dental*
Product Name: *Group Dental*
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Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FDLT-125645596 State: Arkansas
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Supporting Document Schedules

Review Status:
Bypassed -Name: Certification/Notice Approved-Closed 05/19/2008
Bypass Reason: Not applicable
Comments:

Review Status:
Bypassed -Name: Application Approved-Closed 05/19/2008
Bypass Reason: Not applicable
Comments:

Review Status:
Satisfied -Name: Membership Benefits Approved-Closed 05/19/2008
Comments:
 Please see the attached.
Attachment:
 Membership Benefits.pdf

Review Status:
Satisfied -Name: Articles of Amendments Approved-Closed 05/19/2008
Comments:
 Please see the attached.
Attachment:
 Articles of Amendment.pdf

Review Status:
Satisfied -Name: By-Laws Approved-Closed 05/19/2008
Comments:
 Please see the attached.
Attachment:
 By-Laws.pdf

Review Status:

SERFF Tracking Number: FDLT-125645596 State: Arkansas
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 39002
Company Tracking Number: M-9040 (NARHC)
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Group Dental
Project Name/Number: Group Dental/M-9040 (NARHC)

Satisfied -Name: Dental Brochure-Welcome Letter Approved-Closed 05/19/2008

Comments:

Please see the attached.

Attachment:

Dental Brochure - Welcome Letter.pdf

SERFF Tracking Number: FDLT-125645596 State: Arkansas
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TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Group Dental
Project Name/Number: Group Dental/M-9040 (NARHC)

Satisfied -Name: Group Questionnaire **Review Status:** Approved-Closed 05/19/2008
Comments:
Attached is the group questionnaire.
Attachment:
AR Questionnaire for Group filings 5-16.pdf

Satisfied -Name: Membership Brochure **Review Status:** Approved-Closed 05/19/2008
Comments:
Attached is the most current membership brochure
Attachment:
NARH Membership Brochure 5-16.pdf

Satisfied -Name: By-Laws and Articles of Incorporation **Review Status:** Approved-Closed 05/19/2008
Comments:
Attached is the most current copy of the by-laws and articles of incorporation.
Attachment:
By-Laws and Articles of Incorporation 5-16.pdf

NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE

MEMBERSHIP BENEFITS

PRESCRIPTION DRUGS

Neighborhood Pharmacy Discounts

- ◆ Savings of 10% to 50% on most acute care prescription drugs
- ◆ 45,000 chain & independent pharmacies nationwide

Mail Order Pharmacy Discounts

- ◆ Guaranteed lowest prices on maintenance medications
- ◆ Order 30- to 90-day supplies
- ◆ Prices average 10% below AARP
- ◆ If the price quoted does not beat your current price by at least \$5, then the operator will beat it by \$5 for brand and generic drugs over \$10
- ◆ No postage or dispensing fees
- ◆ Convenient home delivery

PHYSICIAN REFERRAL NETWORK

- ◆ Savings of 10% to 30% at participating physician offices
- ◆ Access to over 243,700 providers
- ◆ Program utilizes the 5th largest PPO network
- ◆ Simply present Membership ID Card to a participating provider and receive an immediate discount

VISION CARE

Prescription Eye Wear

- ◆ Savings of 20% to 60%
- ◆ Over 9,000 credentialed vision professionals
- ◆ Most frames, lenses and specialty items available
- ◆ No limit on number times used
- ◆ No deductibles or claim forms
- ◆ Satisfaction Guaranteed!

VISION CARE (CONT.)

Contact Lenses

- ◆ Savings of 20% to 60% on most major replacement contacts
 - ◆ Includes soft, torics, disposables and bifocals
 - ◆ Most orders shipped in 48 hours
 - ◆ Place order as often as you like prior to expiration date
 - ◆ Satisfaction Guaranteed!
- #### Non-Prescription Sunglasses
- ◆ Savings of 20% to 50% on most major brands
 - ◆ Includes: Ray-Ban, Police, Serengeti, Vaurnet, Tetri Brogan, Gargoyles
 - ◆ Most orders shipped in 48 hours
 - ◆ Satisfaction Guaranteed!

HEARING AIDS

- ◆ Guaranteed savings up to 60% on over 80 models of major brands of hearing instruments
- ◆ 30-day home trial period
- ◆ One-year manufacturer's warranty
- ◆ Factory fresh batteries at guaranteed lowest prices
- ◆ Repair any make or model for as little as \$99!

VIP HEALTH CLUB

- ◆ Savings of 20% to 70% off retail prices of vitamins and nutritional supplements
- ◆ FREE subscription to a newsletter focused on health topics

MEMBERSHIP BENEFITS ARE

CONVENIENT TO USE

- ◆ No claim forms
 - ◆ No Pre-existing Condition exclusions
 - ◆ No waiting period
 - ◆ No limit on the number of times you use the benefits
 - ◆ EASY membership enrollment
- Upon receipt of membership dues, you will receive a packet describing your benefits in detail. You will receive a Membership Card providing you with a toll-free number for network access, customer service and provider locations.

AFFORDABLE MEMBERSHIP DUES Best of all is the price!

For just \$6.50 per month, you receive guaranteed savings on prescription drugs, national physicians network, eye wear, contacts, hearing aids, over-the-counter medicines and vitamins for your entire family. By becoming a member you are entitled to other valuable Life & Health insurance products. **ONLY AVAILABLE TO MEMBERS!**

GUARANTEED ACCEPTANCE

You and your immediate family are *guaranteed acceptance* into the program. Just one membership covers you, your spouse and children under age 24.

It's time to take advantage of this exceptional offer!

GUARANTEE

If for any reason you are not completely satisfied with your membership, simply return the Membership Card within 30 days and your money will be completely refunded.

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE

FORMERLY,

AMERICAN RECREATION TRADE ASSOCIATION

A CORPORATION ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW HAS DELIVERED TO ME DUPLICATE ORIGINALS OF ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE MISSOURI NONPROFIT CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 18TH DAY OF AUGUST, 1998.

Rebecca McDowell Cook
Secretary of State





State of Missouri

Rebecca McDowell Cook, Secretary of State
P. O. Box 778, Jefferson City, MO 65102

Corporation Division
FILED AND CERTIFICATE

ISSUED

Articles of Amendment for a Nonprofit Corporation

AUG 18 1998

(Submit in duplicate with filing fee of \$10.00)

The undersigned corporation, for the purpose amending its articles of incorporation, hereby executes the following articles of amendment:

Rebecca McDowell Cook
SECRETARY OF STATE

(1) The name of corporation is: American Recreation Trade Association

(2) The text of the amendment(s) and the date(s) of adoption are as follows:

Article number One is amended to read as follows:

The name of the corporation is:

National Association for Responsible Health Care

Article number Eight is amended to read as follows:

See Attached

Dated: 8-3-98

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): XX

(4) If approval by members was required, check here and provide the following information:

A. Number of memberships outstanding: _____

B. Complete either i or ii.

i. Number of votes for and against the amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class: _____ Number voting undisputed: _____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In affirmation of the facts stated above,

[Signature]

(Authorized signature of officer or chairman of the board)

[Signature]

(Title)

8/3/98

(Date of signature)

No. N00053856

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF INCORPORATION
MISSOURI NONPROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
AMERICAN RECREATION TRADE ASSOCIATION

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF MISSOURI NONPROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE
OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN
ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY
CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO
ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER
THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
20TH DAY OF FEBRUARY, 1996.

Rebecca McDowell Cook

Secretary of State



\$25.00



State of Missouri
Rebecca McDowell Cook, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
Corporation Division

Articles of Incorporation of a Nonprofit Corporation
(To be submitted in duplicate with a filing fee of \$25)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Nonprofit Corporation Law of Missouri adopt the following Articles of Incorporation:

- (1) The name of the corporation is AMERICAN RECREATION TRADE ASSOCIATION
- (2) This corporation is a Mutual Benefit Corporation.
(Public or Mutual)
- (3) The period of duration of the corporation is "Perpetual"
("Perpetual" unless stated otherwise)
- (4) The name and street address of the Registered Agent and Registered Office in Missouri is:
Karen Becker 1819 Clarkson Rd, Ste 301, Chesterfield, MO 63017
Name Address City/State/Zip
- (5) The name(s) and address(es) of each incorporator:
Dale Turvey 16601 Kehrsgrrove DR, Chesterfield, MO 63005
William A. Warmann, Jr, 32 Green #4 Dr, St. Charles, MO 63303
Gary Johnston 4506 Meadowford Dr, St. Louis, MO 63129
- (6) Does the corporation have members? YES ___ NO XX
- (7) Provisions not inconsistent with law regarding the distribution of assets on dissolution _____
In accordance with sections 355.662 through 355.746
- (8) The corporation is formed for the following purpose(s): To enrich the quality of life
by providing educational information, benefits, discounts and services to
members of the recreation and recreational trade industry.
- (9) The effective date of this document is the date it is filed by the Secretary of State of Missouri,
unless you indicate a future date, as follows: _____
(Date may not be more than 90 days after the filing date in this office.)

In affirmation of the facts stated above,

Signed by Incorporator(s):

[Handwritten signatures of incorporators]

FILED AND CERTIFICATE OF
INCORPORATION ISSUED
FEB 20 1996
Rebecca McDowell Cook
SECRETARY OF STATE

BY-LAWS
OF
NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE
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BY-LAWS
OF
NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE

ARTICLE I
PURPOSES

The purpose of NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE ("association") shall be as that stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Missouri.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have three (3) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.

2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

3. Limited membership: The member who is interested in only certain designated benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law,

may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or by mail, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in

writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date").

When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and
3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America but need not be members.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a

director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or

similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors

whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member

which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII
COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole

committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device

for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings

of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII
SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

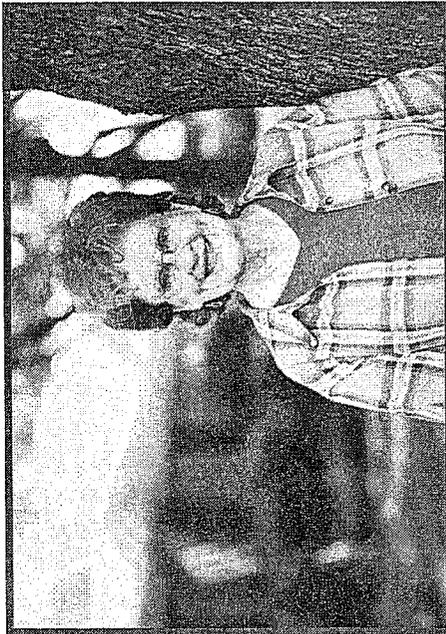
As a PHC enrollee, this dental benefit is provided at no cost to you.

Before you call the dentist...

Here's how to ensure that your preventive dental services are covered:

1. Call one of the participating dentists or specialists listed, or call 1-800-290-0523 to check the status of a specific dentist or specialist or to locate another participating provider. You can also visit us online at www.careington.com/phc.
2. Tell the dentist's office you belong to the CAREINGTON Plan offered through your PHC plan.
3. Make your appointment and ask any questions you may have about fees and services covered.
4. Present your ID Card at every dental visit to receive the covered benefits.

Call 1-800-290-0523
Monday through Friday,
7:00 a.m. to 7:00 p.m. CST



Explanation of Dental Benefits for Physicians Health Choice (PHC) Participants

Contact CAREINGTON at 1-800-290-0523

between 7:00 a.m. and 7:00 p.m. CST,

Monday through Friday and one of our friendly and professional representatives will assist you, or visit our website at www.careington.com/phc.

Covered Services:

The following services will be covered as a PHC member:

One of these procedures once per calendar year:

0120 Periodic Oral Evaluation or

0150 Comprehensive Oral Evaluation

One per calendar year:

1110 Prophylaxis - Routine Adult Cleaning

0210 Bitewings; or

0272 Bitewings - Two Films; or

0274 Bitewings - Four Films



These services are paid in full if provided by a CAREINGTON participating provider. If services are performed by a non-participating provider, you will be reimbursed up to \$41 for one annual exam and up to \$47 for one annual cleaning and up to \$71 for Bitewing x-rays. Please note that most people, especially those with good brushing and flossing habits, will only require a routine cleaning. This cleaning consists of simple scaling to remove calculus (tartar) above and slightly below the gum line, and polishing to remove stains. However there are conditions, such as bone loss around the teeth, or excessive calculus (tartar) around the teeth, that will require a more in-depth cleaning. You will receive discounts on more in-depth cleaning when utilizing a CAREINGTON provider. You will be responsible for payment to the provider at the time of service. Please be aware that dentists are obligated to recommend and perform services they feel are necessary for the maintenance of your oral health. In doing so, additional or more extensive treatment may be necessary in which you will incur additional costs.

Your First Visit

Take time to familiarize yourself with the scheduling, payment, and emergency care procedures of your dentist's office. Also, make sure to contact your dentist to verify that he or she is a participating provider on your plan, and present your ID card at every visit.

Multi-Lingual

CAREINGTON's language line makes it simple for members to communicate with our Member Service representatives in over 200 languages.



By enrolling in the PHC plan you are automatically a member of the National Association for Responsible Healthcare. Some provisions, benefits exclusions or limitations listed herein may vary depending on your state of residence.

FREQUENTLY ASKED QUESTIONS

- Q:** How do I use my dental plan?
- A:** Please call your dentist to verify that he or she is a participating provider on your plan. For the most current information and weekly provider updates, please visit our website at www.careington.com.
- Q:** My dentist isn't currently on CAREINGTON's provider panel. What can I do?
- A:** PHC's discount dental program recommends that services be provided by dentists participating in CAREINGTON's provider network. Once you let our Member Services department know who your dentist is, we will contact him or her about becoming a provider.
- Q:** What type of emergency plan do I have?
- A:** In case of emergency, you should contact your usual network provider. If your provider is unavailable, contact a Member Service representative or visit our website to locate another provider in your area.
- Q:** What if I have a covered service performed more than once a year?
- A:** PHC only covers one oral exam and one routine cleaning per calendar year. If you need these services more than once in a calendar year or need any other services, you will be offered a discounted rate, but you will be responsible for full payment at the time of service.

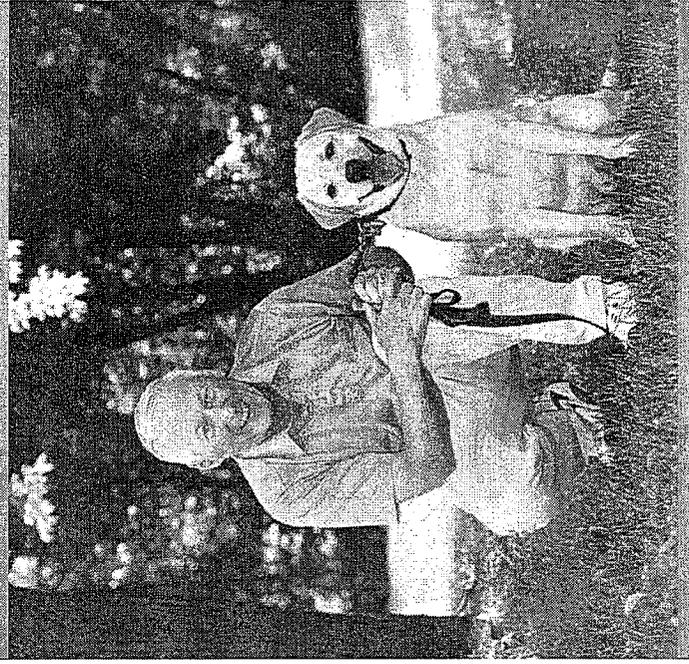
Your dental coverage will terminate upon the date the master policy terminates or the last day of the month in which you are determined to no longer be eligible for coverage.

Exclusions and Limitations

- Benefits are not provided for the following charges, services or supplies:
1. which, in the absence of insurance, the insured would not be required to pay;
 2. related to self-inflicted injuries (while sane in Colorado or Missouri);
 3. related to war or an act of war, whether or not declared;
 4. related to the insured's commission of a felony or an assault on another person;
 5. participation in a riot, nuclear accident, or a major disaster;
 6. caused by, related to, or as a condition of employment, including self-employment. This exclusion applies even if Workers' Compensation or any Occupational Disease or similar law does not cover the charges;
 7. which are more than reasonable and customary charges;
 8. which are incurred, or for which treatment began, before the insured's effective date of coverage or after the insured's termination of coverage;
 9. related to congenital or developmental malformations existing when the insured's coverage became effective under the Policy;
 10. which are not Medically Necessary, appropriate or are primarily for cosmetic reasons;
 11. which are Experimental/Investigational;
 12. related to surgical implants or transplants of any type (including prosthetic devices attached to them);
 13. related to temporomandibular joint syndrome;
 14. related to periodontal splinting;
 15. related to prescription drugs and analgesia pre-medication;
 16. related to charges for telephone consultations, failure to attend a scheduled appointment, to complete claim forms or attending physician statements, and any other services or supplies which are not part of the direct treatment of the insured;
 17. which are not made by a Dentist;
 18. related to dental education or training programs (this includes oral hygiene or plaque control programs);
 19. related to counseling on diet and nutrition;
 20. received from a provider who (i) is the insured's spouse, child, brother, sister, parent or in-law, (ii) resides with the insured, or (iii) is acting outside the scope of his/her license;
 21. caused by or related to an insured's military service, including service in a military reserve unit;
 22. for services and supplies not included in a Covered Procedure;
 23. related to orthodontia;
 24. related to prosthodontics;
 25. which are payable under any medical insurance;
 26. made by any government entity unless the insured is required to pay; or by any public entity from which coverage could have been obtained by application or enrollment even if application or enrollment was not actually made;
 27. related to the use of materials, other than fluorides or sealants, to prevent tooth decay;
 28. bacteriologic cultures in connection with a covered dental service; or
 29. therapeutic injections administered by a Dentist

Administered & Underwritten by Fidelity Security Life
Insurance Company
Kansas City, MO 64141
M-9077 Policy No: DI-172 10/07

Your Dental Benefit



Underwritten by
Fidelity Security Life
Insurance Company



P. O. BOX 418131 • 3130 BROADWAY • KANSAS CITY, MO 64141-8131
800-648-8624 (ALL AREAS) • FAX 816-968-0660

WellMed – RMG Health Centers Dental Plan
Group/Account No: 12272-00001

Dear Member:

We would like to extend our thanks for this opportunity to provide dental care benefits to you under the *WellMed--RMG Health Centers Dental Plan*. This plan is insured by Fidelity Security Life Insurance Company.

The enclosed Certificate of Insurance will provide the details of the applicable provisions of your dental coverage. Your Certificate should be kept with your important papers. We've also enclosed a "WellMed--RMG Health Centers Discount Dental Description" which outlines discounts for which you are eligible, including discounts on dentures, oral surgery, and cosmetic dentistry.

Also enclosed is your Group Dental Identification Card. Please present your I.D. Card to your dental provider at the time of service.

Thank you again for the opportunity to provide this very important insurance need. Should you need further assistance, please call us at 1-800-648-8624, extension 1100.

Sincerely,

Specialty Benefits Administration



WELLMED
Your Future, Your Health. Live and Thrive.



RMG Health Centers
Partners in Your Health

Exciting News!

Dear Patient,

We are happy to let you know there will be a new Dental plan provided just to WellMed patients and RMG Health Center patients. These new Dental services will be provided to you with **no monthly fee!**

You know that good dental care is an important part of your health protection. But if you're like many people, you may be putting off dental visits due to the high cost. Not a good idea. One third of U.S. adults have untreated tooth decay. Neglecting the problem can make it far more serious ... and a whole lot more expensive to treat. The answer, of course, is to see your dentist regularly, before things get out of control. Can't afford it? Keep reading – we have great news for you! This plan offers to you:

- **One routine exam and one cleaning per year at no cost to you.**
According to the American Dental Association, the average cost of an exam and cleaning is nearly \$150. With this new benefit from WellMed and RMG Health Centers, a preventive annual exam and annual cleaning is provided. Now there's no reason to skip those all-important check-ups.
- **Visit any dentist you choose.**
That's right! If you receive services from a **CAREINGTON** dental provider, you will have **no additional out-of-pocket cost for your annual examination and annual cleaning.** If you receive services from a non-contracted provider, the insurance plan will reimburse you \$21 for the annual examination and \$40 for the annual cleaning.
- **Discounts when you use Dentist in the CAREINGTON NETWORK.**
That's right! If you receive services from a **CAREINGTON** dental provider, you will receive discounts on most services your dentist provides to you. Please refer to the **enclosed materials to learn more about the details.**

Feel free to contact **CAREINGTON** at 1-800-290-0523 Monday through Friday 7 a.m. to 7 p.m. CST and provide them with your zip code to find out the dentist located nearest to you.

Enrollment in the dental plan is not necessary. As long as you remain a patient of WellMed or RMG Health Centers, this is provided for you as a value added service.

Sincerely,

WellMed & RMG Health Centers

**WellMed – RMG Health Centers
Discount Dental Description**

In addition to the insured dental benefits provided by the WellMed -- RMG Health Centers program, you will receive discounts for services at certain dental care providers who have contracted with CAREINGTON *International*.

DENTAL SERVICES ARE PROVIDED BY CAREINGTON *International*

- 20% to 50% discount on most dental procedures at participating providers
- Receive 30% to 50% discount on complete dentures
- Cosmetic dentistry included such as bonding and veneers
- 20% discount on specialty services such as Endodontics, Oral Surgery, Periodontics, and Prosthodontics
- All dentists must meet highly selective credentialing standards based on education, background, license standing, and minimum malpractice coverage
- Members may visit any participating provider on the plan and may change at any time with no penalty
- Average annual savings of \$1,200 per family on dental work
- Over 54,000 participating network providers nationwide
- Complete customer support by qualified member services representatives via toll free help line at 1-800-290-0523
- Strength of over 5 million members and corporate existence since 1979

Disclosures:

1. Please note that **THIS IS NOT INSURANCE.**
2. The plan provides discounts at certain health care providers for medical services.
3. The plan does not make payments directly to the providers of medical services.
4. Plan members are obligated to pay for all health care services but will receive a discount from those healthcare providers who have contracted with the discount medical plan organization.
5. Discount Medical Plan Organization and administrator: **CAREINGTON *International* Corporation**, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380.

Note to Utah residents: This contract is not protected by the Utah Life and Health Guaranty Association. The program and its administrators have no liability for providing or guaranteeing service by providers or the quality of service rendered by providers.

ARKANSAS Group Questionnaire

- 1) **Name and address of the group:**
National Association for Responsible Health Care
16476 Chesterfield Airport Road
Chesterfield, MO 63017
- 2) **Is this group incorporated? If so, give the state of incorporation.**
Yes
- 3) **Is there a current office in Arkansas?**
No
- 4) **Does the Arkansas part of the organization have any officers, committees or chapters? If so, give details.**
N/A
- 5) **Are annual dues charged? If so, specify amount.**
Yes \$1.00 per member per month
- 6) **What are the specific activities of the organization?**
To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members; and to exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.
- 7) **What benefits are provided to the members in addition to insurance? Please attach brochures on benefits.**
See attached
- 8) **What qualifies an individual for membership?**
All persons in the recreational and recreation trade industry who want to enrich the quality of their life and are concerned about a healthy lifestyle and require access to facilities to promote educational information, benefits, discounts and services.
- 9) **How are members recruited? If by mail list, advise the source of this list.**
One-on-one
- 10) **Attach a copy of the organization by-laws.**
See attached. These were recently revised.
- 11) **Also, enclose a list of dues-paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.**
There are no Arkansas members at this time.
- 12) **Please attach a copy of the organization's most recent financial statement.**
No tax I.D.
- 13) **Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?**
No

National Association for Responsible Health Care



Member's Guide to Discounts and Services

Membership Services Office
16476 Chesterfield Airport Road
Chesterfield, MO 63017

Rev. May, 2008

National Association for Responsible Health Care



Membership Services Office
16476 Chesterfield Airport Road
Chesterfield, MO 63017

Dear Member:

Welcome to National Association for Responsible Health Care (NARH).

The purpose of this Association is to provide its members with a higher quality of life through numerous discounts and services, which are explained in detail on the following pages.

While we believe you will be extremely pleased with your overall membership in NARH, we cannot warrant or guarantee the performance of any discount or service.

You can be assured that we will continually seek other discounts to add to your Association package. Please let us know if you have suggestions on how Health Advocates Alliance can be of more service and value to you.

Sincerely,

Your NARH Membership Services Staff

National Association for Responsible Health Care is an association - it is not insurance.

LensCrafters Vision Club

At LensCrafters, one-hour service is just the beginning! Your member ID card brings you and your eligible family members special rates on the following:

- Special rates on all materials and services available at LensCrafters.
- Lenses ground to prescription specifications in about one hour.
- Over ten times the **frame selection** of ordinary optical stores.
- Personal and responsive service to provide you with high quality care.
- Complete satisfaction guaranteed!

Welcome to the privileges of LensCrafters Vision Club.

- Savings at all LensCrafters locations nationwide.
- 20% discount on all purchases at any LensCrafters.
- Discount may be used by all family members, with unlimited usage!

Simply present your Association member ID card at the time of purchase and receive your discount. Traveling? Call for a location nearest you: **1-800-522-LENS**.

ID Allowance Code: #9133281 (NAC).

Myewellness.com

NARH is pleased to offer you a free membership to Myewellness.com. Myewellness.com features a wide array of health and fitness information to help improve your quality of life. This free membership gives you access to comprehensive resources to help you achieve your personal health and wellbeing goals regardless of age, gender or level of fitness.

Participants will receive daily wellness articles, individual home fitness programs, assessment calculators, disease prevention studies, health tips, guidance on nutrition, weight-loss and exercise, health risk assessments and a conditions library as well as additional links to other health related sites.

To log in, go to www.myewellness.com. Click on new member. After entering your first and last name as it appears on your application, please use your last name and the last four digits of your Social Security Number for your User ID and Password.
(Example: Smith1234)

MedScript Discount Prescription Drugs

You can now **SAVE UP TO 50%** on your prescription drug needs through MedScript, the most innovative cost containment prescription program available today. This innovative exclusive membership service will allow you to access some of the lowest possible prices on your prescription drug needs... plus, have them delivered right to your front door! As a member, you will receive rapid service and guaranteed low prices. In fact, if you find a lower price on prescriptions anywhere, MedScript will beat it... **GUARANTEED!**

It's So Easy To Get Started!

1. Fill in the First Order Form on the following pages, then fax it to **314-506-6067** or mail it to: **MedScript, 13185 Lakefront, Earth City, MO 63045.**

Or, you can simply call **1-800-274-8723** to enroll if you are in a hurry.

2. Mention the association and you will receive \$3 off of your first prescription order of two prescriptions or more.

After you enroll, visit **www.medscrip.net** to refill a prescription or check on an order.

First orders are shipped within 48 hours of order receipt by either first class mail or UPS. Subsequent orders or refills are generally shipped within 24 hours.

MedScript, a subsidiary of Unity Health, is a St. Louis-based mail service pharmacy. They have saved substantial dollars on the purchase of prescription drugs for people like you. MedScript buys in massive quantities straight from the manufacturers and deals directly with you, eliminating costly third parties and the expensive overhead of retail stores. They pass these savings on to you on the finest quality pharmaceuticals!

MedScript ensures prescription accuracy by employing strict quality control measures involving multiple checks by authorized pharmacy personnel and licensed pharmacists. MedScript's sophisticated computer system carefully monitors your profile for drug interactions, allergies, and unusual dosage situations. MedScript will even provide annual purchase records for insurance and tax purposes.

This exclusive service is available to you at NO extra cost... start enjoying this fabulous time and money saving service today!

**MedScript First Order
Information & Enrollment Form**

This form MUST be sent to MedScript with your first prescription order.

(Please print clearly.)

First names _____

Birthdate / /
Birthdate / /
Birthdate / /
Birthdate / /
Birthdate / /

Last name _____

Head of Household's Social Security #

Telephone (_____) _____

Address _____

City _____ State _____ Zip _____

With the enrollment of this program, you authorize your physician to be consulted whenever a managed care technique is available which could RESULT IN A SIGNIFICANT SAVINGS FOR YOU AND YOUR FAMILY.

Do you or any family members have any conditions/allergies that we need to be aware of? NO
 YES

(If yes, please indicate person's name and describe condition/allergy below.)

Name: _____ Condition/Allergy: _____

Name: _____ Condition/Allergy: _____

Name: _____ Condition/Allergy: _____

Name: _____ Condition/Allergy: _____

Signature _____

Date _____

(continued on next page)

Ordering from MedScript is as easy as 1, 2, 3!

If you are on maintenance medications:

1. Ask your physician to prescribe any quantity desired up to a 100-day supply. You should make sure the physician's name, your name, and the exact daily dosage are clearly indicated on the prescription.

If for some reason you cannot get a new prescription from your physician, or do not have enough time to get a new prescription before you run out of medication, you can do the following.

On a piece of paper, write down:

- The drug name, strength, and daily dose (i.e., exactly how the medication is taken)
- The physician's first and last name and phone number
- Your last refill date (if applicable)

MedScript will contact your physician and obtain the prescription(s) over the phone.

2. Send the prescription(s) or the written list of prescriptions and completed Enrollment Form to MedScript.
3. MedScript will process your order and send it to you in 24-48 hours.

Here's how to pay for your order:

MedScript accepts credit cards, money orders, or personal checks (*made payable to "MedScript"*). Your FIRST ORDER must be paid with a credit card or pre-paid with a check/money order.

Please charge my credit card (check one):

- VISA MasterCard Discover
 Charge this order only Charge this order and future orders

Credit card number: _____ Exp. Date: _____

Name as it appears
on credit card (please print): _____

Signature of cardholder: _____

**Fax this completed form to: 314-506-6067
or mail form to: MedScript, 13185 Lakefront, Earth City, MO 63045
Phone: 1-800-274-8723**

GlobalFit Fitness Program

To help improve member health and well-being, your association has arranged for you and your family to take advantage of the GlobalFit Fitness Program. With the GlobalFit Fitness Program, you can take advantage of:

- Guaranteed Lowest Rates—Up to 60% savings on monthly dues
- Month-to-Month Memberships—No long-term contracts
- Access to over 1,500 top fitness clubs nationwide, now including select Bally Total Fitness, Gold's Gym and Ladies Workout Express locations
- Additional discounts for family members
- Membership transfer and freeze options available at selected clubs
- 110% Lowest Price Guarantee

GlobalFit makes it easier to gain the benefits of regular exercise:

- Reach & maintain a healthy body weight
- Strengthen your heart, lungs, bones and muscles
- Lower your risk of many serious conditions, including heart disease, high blood pressure, diabetes, stroke and depression
- Look better, feel better and sleep better

It's Easy to Register!

1. Go online to www.globalfit.com.
2. In the "Find a Fitness Club" window, enter your zip code and click on "Go."
3. Under "I am eligible for GlobalFit through..." select the letter "N." On next screen, select Group Name "NAC."
4. Follow the easy registration steps.

Once you've registered, you'll be able to log on to the GlobalFit website using your chosen password and user ID. To find a club near you or for more information, contact GlobalFit at www.globalfit.com or call GlobalFit toll-free at 1-800-294-1500.

These special rates are available only through GlobalFit and are not offered through the fitness clubs or available to the general public. This offer is made possible only through your association membership. Participation is for new fitness memberships only—memberships are not available to clubs in which you are a current member. Participation for past members may not be available at all clubs; please visit www.globalfit.com or call 1-800-294-1500 for more information.

24-Hour Nurse Helpline Plan

In an effort to assist our members to become more informed about their healthcare, the Association is pleased to offer a telephone service that allows members to ask questions and receive information about their health, illnesses and medications.

Members have unlimited access to registered nurses via a toll-free number 24 hours a day, 365 days a year. These nurses are specially trained to offer prompt, confidential medical counseling to help members make informed decisions about their health and the medical care they receive. However, our nurses do not diagnose or provide treatment.

The services include:

- Toll-free, confidential availability to registered nurses 24 hours a day at **1-800-982-2401**.
- Access to a library of audio tapes on over 700 health topics found in the Nurse Helpline Booklet. Please call Member Services at **1-866-215-1376** to request a booklet.
- Information about self care techniques for common symptoms.
- Explanations on what to expect during a medical test.
- Help from a registered nurse who can answer questions regarding:
 - Diagnostic and surgical procedures
 - A recently diagnosed medical condition
 - Prescription and over the counter medication information

[BBINS-424]

Gateway Medicaid

In an emergency, getting vital health information to medical personnel quickly could be critical. Your Gateway Medicaid keeps your personal medical profile handy at all times. Carry it with you at work, on vacation, or just walking in your neighborhood. You'll feel more secure knowing emergency medical personnel will have access to data needed to administer appropriate care.

When you send in your Gateway Medicaid Data Form, it is photographed on microfilm and laminated in a durable plastic card. It is easy to read with a standard magnifying glass routinely carried by medical professionals. Only the Gateway Medicaid Data Form will be copied onto microfilm. Separate paper(s) or other forms cannot be accepted; be sure all information appears on the Gateway Medicaid Data Form.

As a member, you may order one free medical card per account each year. It's important to update your card annually to ensure your data is current. You will receive a reminder and renewal form every 12 months. If you need to update your card more often, you may do so for only \$5 each. You may also order cards for your spouse, children and other family members for only \$5 each. Similar cards cost \$8 to \$20 from other sources. To order extra cards, request and complete an additional Gateway Medicaid Data Form for each individual.

For more information and to print the Personal Medical Profile form, please visit www.egroupmanager.com/medicaid/. If you do not have access to the Internet, please call **1-800-992-8044** to have a member service representative send you a Personal Medical Profile form to complete.

Vitamin Discount

“...70% of all illness is preventable” and “...preventable causes account for 980,000 deaths each year...” are statements found in a study published a few years ago in the *New England Journal of Medicine*. A strong immune system helps fight many of the illnesses that occur, and can delay the aging process. Study after study shows that proper supplementation with nutrients, vitamins, and herbal remedies can help prevent, and in some cases may even cure, many of the ailments we are told are inevitable.

Nutritional R & D provides a complete line of quality vitamins, nutritional supplements, herbal remedies, and health food products at discount prices. You will also receive information about achieving and maintaining optimum health.

As an added benefit, your membership entitles you to a personal consultation about your individual health concerns. Call toll-free if you would like help determining what vitamins and nutrients may benefit your health.

To receive a FREE catalog, call toll-free **1-877-777-7944**. Be sure to mention code “NAC” to receive special discount prices. Call today!

Customized Web Services

eGroupManager provides the advantage of Website development and maintenance. eGroupManager boasts an experienced staff of programmers and graphic designers ready to work for you. All of the latest programming capabilities—including HTML, ASP.NET, Flash, XML, and database connectivity—are available to you as an association member. Our designs are crisp and clean, blended with creativity, and custom-built to your Website specifications. We can also host your website with our own AxisConnect web hosting service.

With an Internet Website by eGroupManager, your company can enjoy growth potential which is virtually limitless! Members receive a **20% discount** on the following services:

- Custom Web Design
- Evaluation and Re-Design of Current Sites
- Website Hosting
- Consulting on Viability of Internet Projects

Internet Marketing

How to Use This Service:

1. For more details call **1-866-793-1972** (or 1-636-530-1967 in the St. Louis area) and ask for a web development sales representative.
 2. Mention that you are an association member to receive your 20% discount.
 3. Visit **www.egmwebservices.com** to learn more about eGroupManager.
-

HopTheShops.com

Through a special arrangement with eGroupManager, you have preferred customer access to HopTheShops.com, a premium on-line shopping mall.

HopTheShops.com includes more than 150 stores. Find high quality items at low prices for the best deals in America. Each vendor in the mall has been scrutinized carefully. HopTheShops.com offers the best value on quality items coupled with excellent customer service. Here's a list of categories:

- Sporting Goods • Home & Garden • Travel
- Health & Beauty Products • Pet Supplies • Books
- Automobiles • Savings & Coupons • Art
- Office Equipment & Services • Cards & Gifts • Toys
- Learning Tools/Education • Computers & Electronics • Fashion
- Music & Entertainment • Wine, Liquor & Cigars • Food

Whether you are looking for a laptop or a new car, you can comparison shop and actually view the items before buying. All of the vendors offer secure sites, prompt delivery service, and full customer satisfaction guarantees.

Preferred Member Program

By signing up with HopTheShops.com, you will receive access to special features that are for members only. HopTheShops.com will provide you with a "Members Only" newsletter, as well as special offers and discounts from their vendors (beyond the discounts already offered).

Why Are Prices Lower On The Internet?

Internet merchants do not have the costs of maintaining a brick and mortar storefront. They also sell in large volume. This large volume, coupled with the lower overhead, results in savings for you.

How to Access HopTheShops.com

1. Go online to www.hoptheshops.com
2. If you have previously registered at eGroupmanager, enter your e-mail address and password in the "Cyber Mall Log-in" section.
3. If this is your first visit, click on "Register" in the "Become a Mall Member" section. Please fill in all of the information fields to open your account. You may also use this same e-mail address and password to access your association services and information at www.egroupmanager.com.
4. If you have questions, contact HopTheShops.com by phone at **1-800-992-8044** or by e-mail at prefcust@ubrnetmall.com. Or you may contact them by fax at (636) 530-7777 and by mail at HopTheShops.com, 16476 Chesterfield Airport Road, Chesterfield, MO 63017.

Savers Club® Book

Everyday savings are right at your fingertips! With your membership, you can get a free copy of our popular Savers Club® Book, containing thousands of discount offers. Use it across the country or close to home.

By using your book, you can:

- Save at the country's most popular theme parks and recreation destinations.
- Save at the box office. Get reduced ticket prices at the nation's largest movie theatre chains.
- Save up to 50% off the rack room rates at more than 4,400 participating hotels, motels, and inns worldwide.
- Save on retail services like floral, automotive, health and beauty, dining and shopping.

Receiving Your Savers Club® Book is Easy

Simply fill in and mail the order form located on page ___ of this member guide. Once you receive the current year's book, you can order next year's edition by using the re-order form located in the book or by calling 1-800-251-2311.

Savers Club® Book Order Form

I am an Association member, and would like to receive a Savers Club® Book. Please send it to the address below:

(Please print clearly.)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

I am a member of National Association for Responsible Health Care (NARH)

Complete this form, and mail to:

Member Service Center, P.O. Box 121619, Nashville, TN 37212-1619

Note: Please allow 4-6 weeks for delivery.

0126854

Child ID Card Services

You can't be with your children all the time—especially when they go to school—but you *can* provide additional protection for those times when they're not with you. By registering your children with UBR Child ID Card Services, authorities will be able to provide faster, more complete help to your child should he/she be missing or abducted.

For each child you register, you'll receive two wallet-sized cards showing the child's photo and vital statistics, including identifying marks and special medical needs. The card also provides instructions for parents on how to quickly notify authorities if abduction occurs.

Best of all, registration of your first two children is FREE as part of your association membership. Registration of additional children is available for a nominal fee.

How to Register

The Child ID Card registration application is available for download at www.egroupmanager.com/childid. If you do not have Internet access, call member services at 1-800-992-8044 (8:30 am to 4:30 pm Central Standard Time) for a Child ID Card registration application.

Floral Discounts

Welcome to "My Online Florist" Member discounts. Your Association membership lets you send flowers anywhere in North America from the website or by phone. As an association member, you will receive a 40-60% discount from most retail flower shop prices. Try it and see!

Just log on to: www.nacassociation.myonlineflorist.com to place an order! Your Association Member Number is 38801.

You may also take advantage of these important services:

Convenience—Call the toll-free number, 1-888-321-ROSE (7673), and mention Association Member Number 38801 to receive your association discount. You can call 24 hours a day, seven days a week, and request delivery anywhere in North America! (Please note that phone orders are priced slightly higher to reflect the additional service required.)

Quality Guarantee—They guarantee every floral product and provide a customer satisfaction department available to track an order from placement through delivery. All arrangements are guaranteed to last at least seven days.

Service—Enjoy personalized attention from My Online Florist's experienced, friendly Floral Coordinators who can assist you in selecting the perfect gift and assure you that your order will be delivered promptly. They ship UPS and FedEx next day delivery on most orders.

Diversity—Choose from a wide variety of products including fresh flowers, plants, specialty baskets, gifts, and candies.

Whether you want to send a floral gift in your own neighborhood or North America, My Online Florist can deliver your sentiments beautifully... easily... and expertly!

Moving Services

The Association has a special agreement with Cord northAmerican, an agent for North American Van Lines, that applies to relocation services for all Association members. This agreement provides a substantial discount for our members. Cord northAmerican was selected to provide this relocation service to members because of their ability to offer reduced costs while still providing the highest level of service and customer satisfaction.

Through North American Van Lines, the association has access to the certified Home-To-Home Handling program and a single contact source. This means that throughout your moving process, you will have just one contact person.

The Home-To-Home Process includes professional packing, loading, and transportation by North American's top drivers, as well as unloading, and unpacking. Each relocation can be itemized to help with your needs, wants and/or budget. Cord northAmerican is proud to present relocation discounts, features, and benefits designed for association members.

Other services that are available: Office Moving, Record Retention, Logistics, Warehousing, Distribution, and International Services.

Estimates/Quotes are free of charge.

Please mention code "NAC" to receive your savings.

Cord northAmerican Van Lines

Cindy Ruppel, Sales Representative

1-800-873-2673, ext. 155, by e-mail at cindyrup@cordmoving.com and online at

www.cordmoving.com

Long Distance Services

Lowest Long Distance Rates Available: As Low as 3.9¢ per Minute State to State—

Anytime, Anywhere—up to 50% Savings over AT&T, Sprint & MCI

PowerNet Global (PNG) is one of the fastest growing long distance carriers in America today. PNG offers the perfect advantage for residential and business owners who need to maintain that competitive edge. With the highest quality 100% digital fiber optic network, PNG has positioned itself as the nation's leading provider of long distance and data services. PNG is proud to be part of the continuing success of your association.

- Flat Rate – 24 hours a day, 7 days a week
- No Monthly Fees – No Monthly Minimum
- Six-second Increment Billing
- Great In-State Rates, No Term Plan

Note: Rate shown above is current rate at time of printing. The rate at time of application is subject to change.

To sign up now or to speak to one of our friendly customer support specialists, please call ItelNetworks at 1-888-917-7333. Or enroll online at:

www.pngagent.com/?COG9012391

High Speed Dial-up Internet Access Services

In addition to PowerNet Global's great long distance phone service, you can now take advantage of PNG's Unlimited High Speed Dial-Up Service for only \$1 for the first month, then **\$12.95** per month when you sign up for both services. PowerNet Global offers fast and reliable connections, valuable add-ons, and technical support that delivers a robust Internet service at a very reasonable price.

- \$12.95 per month (when you also sign up for the Long Distance Service listed above); or \$14.95 per month by itself
- Free Technical Support
- Speed Booster (increases download speed up to **5x faster** than standard dial-up)
- Pop-up Blocker
- 5 E-mail Addresses
- 10 MB of WebSpace
- One Bill for Long Distance and Internet

To sign up now or to speak with one of our friendly customer support specialists, please contact IteNetworks at 1-888-917-7333. Or enroll online at:

www.pngagent.com/?COG9012391.

Car Rental Discounts

Take advantage of affordable auto rental rates from Alamo[®], Avis[®], Hertz[®], and National[®].

Using this Service is Easy!

1. Call any participating car rental company to arrange for a car rental. 24-hour advance reservations are required. Have your credit card number available for payment when you place your reservation.
2. Give the representative the Member ID number listed below.
3. You will be quoted a special, member discount rate. Rates are based on the type of car you want and the area where you rent. Discounts apply to weekly, daily, promotional and holiday rates, as well as some weekend rates.
4. Show your Association Member ID card when you pick up your car.

Toll-Free Reservations

Alamo: 1-800-327-9633 / Member ID#: BY222606

Avis: 1-800-331-1212 / Member ID#: AWD A/B 254701

Hertz: 1-800-654-2200 / Member ID#: CDP-ID 85134

National: 1-800-227-7368 / Member Recap #: 6100610

Note: Some blackout dates and restrictions may apply.

Car Perks Buying Network

Many people dislike shopping for automobiles because they dread the anticipated hassle and the possibility of overpaying for a car. This program allows association members to benefit from a National Corporate Pricing Program that solves these issues. *CarPerks* is currently offered as a "free perk" to employees of Coca-Cola, Verizon Wireless, American Airlines, Office Depot and several thousand other companies – and now, to you.

The *CarPerks* dealer network has agreed to sell automobiles for a price *better than their best Internet price*, resulting in a price hundreds of dollars lower than the sales price of the retail sales department.

Enjoy Car Buying Made Easy!

1. Log onto www.carperks.net to register in the program. Use PIN number **NAC11269**.
2. Select the make and model of the automobile you would like to purchase or lease.
3. You will receive, by e-mail, a personalized certificate that specifies the name, address and phone number of your local participating dealer, and a specific contact name at the dealership. The contact person is well trained in the *CarPerks* program and has pledged to uphold the *CarPerks* commitment to you.
4. You print out the certificate, call the named contact person at the dealership, and make arrangements to meet with him or her. After the exact vehicle you want is identified, the National Corporate price is quoted and you may accept or reject the deal with no obligation.

NO RUNAROUND – NO HASSLE – NO PROBLEM!

Gulliver's Travel Service

Gulliver's Travel, an American Express Travel Services Representative, is the official agency for the Association Travel Club.

Gulliver's offers competitive pricing and great service on the purchase of air, tours & cruises.

- Cruises - Special group departures and discounts on cruises
- Tours - Special group departures and promotional sales on tours
- Air - Group discounts and personalized low airfare assistance

For personalized travel planning, call Beverly Noah at Gulliver's Travel at 214-728-1207 or send an e-mail to bev@gullivers.com

Application for Membership
National Association for Responsible Health Care



Please Print

Name _____ Phone (____) _____

Address _____ City _____ State _____ Zip _____

I understand that I am applying for membership in National Association for Responsible Health Care (NARH), and by becoming a member of NARH, I am entitled to certain benefits made available through NARH for its members.

I am also aware that, as a member, I am eligible to apply for certain group insurance benefits and that if I qualify for such insurance, I will be issued a Certificate of Insurance.

Signature _____

Date _____

BY-LAWS
OF
"NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE"

ARTICLE I
PURPOSES

The purpose or purposes of "National Association for Responsible Health Care" ("association") shall be:

To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for

membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the

meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, by mail or through the internet to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice

of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of

the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association.

If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI

DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII

SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors of officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF INCORPORATION
MISSOURI NONPROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
AMERICAN RECREATION TRADE ASSOCIATION

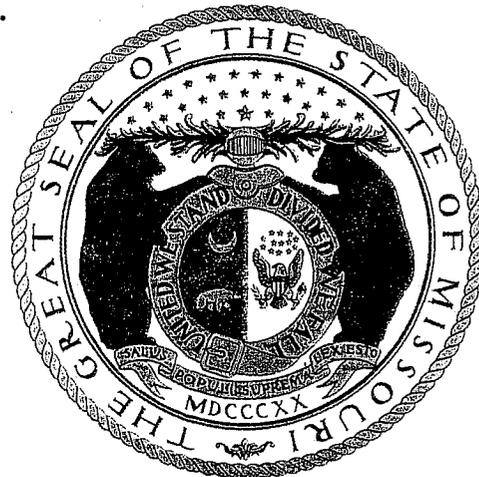
HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF MISSOURI NONPROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE
OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN
ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY
CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO
ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER
THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
20TH DAY OF FEBRUARY, 1996.

Rebecca McDowell Cook

Secretary of State



\$25.00



State of Missouri

Rebecca McDowell Cook, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
Corporation Division

Articles of Incorporation of a Nonprofit Corporation

(To be submitted in duplicate with a filing fee of \$25)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Nonprofit Corporation Law of Missouri adopt the following Articles of Incorporation:

- (1) The name of the corporation is AMERICAN RECREATION TRADE ASSOCIATION
- (2) This corporation is a Mutual Benefit Corporation.
(Public or Mutual)
- (3) The period of duration of the corporation is "Perpetual"
("Perpetual" unless stated otherwise)
- (4) The name and street address of the Registered Agent and Registered Office in Missouri is:
Karen Boeker 1819 Clarkson Rd, Ste 301, Chesterfield, MO 63017
Name Address City/State/Zip
- (5) The name(s) and address(es) of each incorporator:
Dale Turvey 16601 Kehrsgrrove DR, Chesterfield, MO 63005
William A. Warmann, Jr, 32 Green #4 Dr, St. Charles, MO 63303
Gary Johnston 4506 Meadowford Dr, St. Louis, MO 63129
- (6) Does the corporation have members? YES NO
- (7) Provisions not inconsistent with law regarding the distribution of assets on dissolution
In accordance with sections 355.662 through 355.746
- (8) The corporation is formed for the following purpose(s): To enrich the quality of life
by providing educational information, benefits, discounts and services to
members of the recreation and recreational trade industry.
- (9) The effective date of this document is the date it is filed by the Secretary of State of Missouri,
unless you indicate a future date, as follows: _____
(Date may not be more than 90 days after the filing date in this office.)

In affirmation of the facts stated above,

Signed by Incorporator(s):

[Signature]
[Signature]
[Signature]

FILED AND CERTIFICATE OF
 INCORPORATION ISSUED
 FEB 20 1996
 Rebecca McDowell Cook
 SECRETARY OF STATE

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION.

WHEREAS,

NATIONAL ASSOCIATION FOR RESPONSIBLE HEALTH CARE

FORMERLY,

AMERICAN RECREATION TRADE ASSOCIATION

A CORPORATION ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW HAS DELIVERED TO ME DUPLICATE ORIGINALS OF ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE MISSOURI NONPROFIT CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 18TH DAY OF AUGUST, 1998.

Rebecca McDowell Cook
Secretary of State



\$10.00



State of Missouri

Rebecca McDowell Cook, Secretary of State

P. O. Box 778, Jefferson City, MO 65102

Corporation Division

FILED AND CERTIFICATE

ISSUED

Articles of Amendment for a Nonprofit Corporation

AUG 18 1998

(Submit in duplicate with filing fee of \$10.00)

Rebecca McDowell Cook
SECRETARY OF STATE

The undersigned corporation, for the purpose amending its articles of incorporation, hereby executes the following articles of amendment:

(1) The name of corporation is: American Recreation Trade Association

(2) The text of the amendment(s) and the date(s) of adoption are as follows:

Article number One is amended to read as follows:

The name of the corporation is:

National Association for Responsible Health Care

Article number Eight is amended to read as follows:

See Attached

(3) Dated: 8-3-98
If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): XX

(4) If approval by members was required, check here and provide the following information:

A. Number of memberships outstanding: _____

B. Complete either i or ii.

i. Number of votes for and against the amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In affirmation of the facts stated above,

[Signature]
(Authorized signature of officer or chairman of the board)

President
(Title)

8/3/98
(Date of signature)

The purpose or purposes for which this corporation is being formed are:

To enrich the quality of life of its members and their dependents and employees by providing educational and informational material of interest to its members. To help the members and their dependents and employees take advantage of the mass purchasing power and other benefit enhancements of other organizations through health awareness. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit corporation Act.

FILED AND CERTIFICATE
ISSUED

AUG 18 1998

Rebecca McDowell Cook
SECRETARY OF STATE