

SERFF Tracking Number: ARLH-126873206 State: Arkansas  
Filing Company: QCA Health Plan, Inc. State Tracking Number: 46966  
Company Tracking Number: QCLH  
TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002C Any Size Group - HMO  
Maintenance (HMO)  
Product Name: NA  
Project Name/Number: /

## Filing at a Glance

Company: QCA Health Plan, Inc.

Product Name: NA

TOI: HOrg02G Group Health Organizations -  
Health Maintenance (HMO)

Sub-TOI: HOrg02G.002C Any Size Group -  
HMO

Filing Type: Form

SERFF Tr Num: ARLH-126873206 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 46966

Co Tr Num: QCLH

State Status: Approved-Closed

Author:

Date Submitted: 10/04/2010

Reviewer(s): Rosalind Minor

Disposition Date: 10/05/2010

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type:

Overall Rate Impact:

Filing Status Changed: 10/29/2010

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type:

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 10/29/2010

Created By: Jennifer Newkirk

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jennifer Newkirk

PPACA: Pre-PPACA Submission

Filing Description:

## Company and Contact

### Filing Contact Information

NA NA,

NA, NA

NA@NA.COM

123-555-4567 [Phone]

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LITTLE ROCK, AR 00000

**Filing Company Information**

QCA Health Plan, Inc.  
10825 Financial Centre Parkway  
Suite 400  
Little Rock, AR 72211  
(501) 228-7111 ext. [Phone]  
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CoCode: 95448  
Group Code:  
Group Name:  
FEIN Number: 71-0794605

State of Domicile: Arkansas  
Company Type:  
State ID Number:

**Filing Fees**

Fee Required? No  
Retaliatory? No  
Fee Explanation:  
Per Company: No

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/29/2010	10/29/2010

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## Disposition

Disposition Date: 10/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Approved-Closed	Yes
<b>Supporting Document</b>	PPACA Uniform Compliance Summary	Approved-Closed	Yes
<b>Supporting Document</b>	ARLH-126873206	Approved-Closed	Yes

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## Supporting Document Schedules

	Item Status:	Status Date:
<b>Unsatisfied - Item:</b> Flesch Certification <b>Comments:</b>	Approved-Closed	10/29/2010
<b>Unsatisfied - Item:</b> Application <b>Comments:</b>	Approved-Closed	10/29/2010
<b>Unsatisfied - Item:</b> Health - Actuarial Justification <b>Comments:</b>	Approved-Closed	10/29/2010
<b>Unsatisfied - Item:</b> PPACA Uniform Compliance Summary <b>Comments:</b>	Approved-Closed	10/29/2010
<b>Satisfied - Item:</b> ARLH-126873206 <b>Comments:</b> <b>Attachment:</b> ARLH-126873206.pdf	Approved-Closed	10/29/2010

70998

Ch# 007033

\$50.00

#46966

S# ARLH-126873206

September 28, 2010

Ms. Rosalind Minor  
Arkansas Department of Insurance  
Life and Health Division  
1200 West Third Street  
Little Rock, AR 72201-1904

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OCT 05 2010  
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RE: Group Master Contract for QCA Health Plan,

Dear Ms. Minor:

Enclosed, in duplicate, is QCA Health Plan, Inc.'s Group Master Contract for filing. This document will replace the current Group Master Contract used by QCA Health Plan, Inc.

In general, the Group Master Contract will be executed between QCA Health Plan and the groups purchasing health coverage. The contract is intended to set out the various duties and responsibilities of each of the parties with respect to the services to be provided to the group by QCA Health Plan.

Also enclosed is one (1) check for \$50.00, representing the fee required for this filing pursuant to *Sec. 5 of Arkansas R&R 57*.

Please feel free to contact me at any time should you need additional information or have any questions or comments. Thank you.

Sincerely,



James W. Couch  
Vice President of Compliance  
[jim.couch@qualchoice.com](mailto:jim.couch@qualchoice.com)  
(501) 219-5118 (P)  
(501) 707-6729 (F)

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GROUP MASTER CONTRACT

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This Group Master Contract is entered into by and between QCA Health Plan, Inc. (hereinafter "QualChoice") and the entity identified in the Group Application for Coverage as the Plan Sponsor (hereinafter "Plan Sponsor") with an effective date as reflected in the Group Application for Coverage (the "Effective Date").

WHEREAS, this Group Master Contract is made in consideration of the Group Application for Coverage and Product Selection & Sold Rate Form completed by the Plan Sponsor and individual enrollment forms which are incorporated herein by reference, the payment of premiums by Plan Sponsor, when due, and is subject to the terms and conditions of Explanation(s) of Coverage, schedules of benefits, riders, amendments and addenda, which are also incorporated in and made part of this Group Master Contract by reference; and

WHEREAS, Plan Sponsor desires to enter into this Group Master Contract with QualChoice to provide certain health care services and benefits as described in the Agreement (as that term is defined below).

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

I. Definitions

Unless stated otherwise herein, the capitalized words or terms used in this Group Master Contract shall have the same definition as those same capitalized words or terms used in the Evidence of Coverage issued by QualChoice to Plan Sponsor's Certificate Holders. With regard to this Group Master Contract, the following definitions shall apply:

1. "Agreement" means (i) this Group Master Contract and all addenda, amendments, endorsements, and riders thereto, (ii) the Group Application for Coverage and any subsequent notice from Plan Sponsor modifying the Group Application accepted by QualChoice, (iii) the Product Selection & Sold Rate Form for Initial Term and any subsequent rate renewal confirmations accepted by QualChoice, (iv) individual enrollment forms, (v) the Evidence of Coverage ("Certificate" or "EOC") and all addenda, amendments, endorsements, and riders thereto, (vi) the summary of benefits, and (vii) the policies and procedures adopted by QualChoice to administer the benefits under this Agreement.

2. "Evidence of Coverage" or "EOC" means the certificate that describes the Covered Services and any terms, conditions, exclusions and limitations thereto. The EOC is not intended to be a Plan Document or Summary Plan Document as defined by ERISA.

II. Terms of EOC

All of the terms, limitations and exclusions set forth in the EOC are incorporated herein by reference, including, but not limited to, each of the party's and each Enrollee's rights, duties and responsibilities with regard to: An individual's eligibility for coverage and enrollment, pre-existing condition limitations, Covered Services and conditions and limitations thereto, cost sharing requirements, exclusions from coverage, termination of an Enrollee's coverage, an Enrollee's potential ability to continue coverage under COBRA, coordination of benefits with other health plans, utilization management requirements, process for filing of claims and appealing claim denials, and subrogation.

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### III. Eligibility

1. An individual's eligibility for benefits set forth in the EOC issued by QualChoice shall be governed under the terms of the EOC, including an individual's potential ability to continue coverage pursuant to the Consolidation Omnibus Budget Reconciliation Act of 1985 ("COBRA") or applicable state law.

2. Plan Sponsor will cooperate with QualChoice to provide all information required by QualChoice to determine an individual's eligibility for benefits under the EOC. All employees of Plan Sponsor and their dependents, including newly-hired employees and their dependents, must complete an individual application in order to be enrolled by QualChoice and QualChoice reserves the right to further require such individuals to complete a medical history questionnaire. In addition to any other requirements set forth in the EOC, an individual's eligibility is conditioned on QualChoice's receipt of all information required by QualChoice to determine the individual's eligibility.

3. Subject to Plan Sponsor's payment of the applicable monthly premium and all other terms, conditions and limitations set forth in the EOC, coverage for Plan Sponsor's employees and their dependents will become effective as follows:

- A. An employee and any dependents who enroll with QualChoice during the initial group enrollment begins coverage on the Effective Date;
- B. An employee and any dependents who enroll with QualChoice during the annual enrollment period determined by QualChoice and Plan Sponsor begins coverage as of the anniversary of the Effective Date;
- C. Newly hired employees of Plan Sponsor and their dependents first become eligible for coverage the first day of the month following the waiting period for new hires reflected in the Group Application for Coverage or any subsequent notice from Plan Sponsor accepted by QualChoice.

4. Persons ineligible under the Agreement include, without limitation, full-time employees working less than the number of hours reflected in the Group Application for Coverage or any subsequent notice from Plan Sponsor accepted by QualChoice, part-time employees working less than the number of hours reflected in the Group Application for Coverage or any subsequent notice from Plan Sponsor accepted by QualChoice, independent contractors, temporary employees, seasonal employees, employees who are laid off, retirees (unless otherwise indicated on the Group Application for Coverage or any subsequent notice from Plan Sponsor accepted by QualChoice), and any individuals who do not meet the requirements for eligibility according to the EOC and any schedule of benefits, riders or amendments thereto.

5. Plan Sponsor will give QualChoice written notice of any new enrollees and/or changes in an individual's eligibility for benefits under the EOC no later than sixty (60) days following the change. Plan Sponsor accepts the full amount of any liability from its failure to provide QualChoice with correct information including, but not limited to, new eligibility, termination, or family status change information and is responsible to QualChoice for any medical or drug benefit overpayments made due to its failure to maintain current eligibility. In the event Plan Sponsor does not provide QualChoice with timely notice of an individual's termination, QualChoice will give Plan Sponsor a credit for the premiums paid on that individual for the months following the month of the individual's termination, not to exceed an amount equal to three (3) months of premium paid.

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6. Plan Sponsor agrees at least [%] of its eligible employees and [%] of all of its full-time employees will enroll in the Plan. Plan Sponsor further agrees that no more than [%] of Plan Sponsor's employees will live out of the Service Area.

7. Plan Sponsor agrees to indemnify and hold QualChoice harmless for any claims QualChoice pays in error due to Plan Sponsor's failure to provide timely and accurate information to QualChoice on an individual's initial eligibility for benefits under the Agreement, changes in an individual's eligibility for benefits under the Agreement, or as otherwise required under the Agreement to verify an individual's eligibility status.

8. If COBRA applies to the Agreement, Plan Sponsor must provide its Enrollees notice of COBRA rights at the time their coverage begins and their right to elect continuation coverage under COBRA following a COBRA qualifying event. Plan Sponsor shall notify QualChoice of all Enrollee COBRA elections not less than 30 days following receipt of such elections from the Enrollee. QualChoice does not assume Plan Sponsor's obligation to provide benefits under COBRA if Plan Sponsor fails to timely provide these notices, nor is QualChoice responsible for providing any COBRA notices to Enrollees.

9. Plan Sponsor is legally obligated to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Plan Sponsor will cooperate with QualChoice to provide QualChoice information concerning an individual's prior healthcare coverage when such individual is enrolled. QualChoice will provide Enrollees HIPAA certificates of creditable coverage with respect to their QualChoice coverage when their eligibility terminates under the Agreement.

#### IV. Identification Cards

QualChoice will provide identification cards for Certificate Holders. The receipt and/or possession of an identification card does not automatically entitle an individual to benefits. The identification cards are the property of QualChoice and must be returned to QualChoice upon request.

#### V. Premium Payments

1. The monthly premiums for coverage of Enrollees shall be remitted by Plan Sponsor to QualChoice on or before the Effective Date and on or before the first day of each succeeding calendar month, at the location specified by QualChoice on the monthly billing statement. The payment of premium will maintain in force coverage under the Agreement through the date when the next premium becomes payable. Failure to remit monthly premiums by their due date can at the sole discretion of QualChoice result in termination of coverage to the end of the last month for which premiums were received. Reinstatement of Plan Sponsor coverage following termination for non-payment of premiums shall be at the sole discretion of QualChoice and shall require payment of the current month and the following month premiums in full, plus a reinstatement administrative charge of \$[##].

2. Full premium for the first month, or partial month, of an individual Enrollee's coverage is payable if the effective date of coverage for the Certificate Holder is before the 16<sup>th</sup> of the month. Full premium for the last partial month of an individual Enrollee's coverage is payable if the Certificate Holder's termination date is on or after the 15<sup>th</sup> of the month.

3. The monthly premium rates for the Initial Term (as defined below) are as set forth in the final Product Selection & Sold Rate Form for Initial Term (or renewal confirmation effective as of the Effective Date) approved by QualChoice [Alternative: "as set forth in Exhibit A hereto"], subject to any modifications as provided herein.

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5. QualChoice reserves the right to establish new premium rates for each contract period following the Initial Term which will become effective on the anniversary of the Effective Date. The new premium rates will be provided by QualChoice to the Plan Sponsor or the Plan Sponsor's agent of record when present, at least [##] (##) days prior to the new rates going into effect. Plan Sponsor will be deemed to have accepted the premium adjustment by signing and returning to QualChoice a renewal confirmation. QualChoice also reserves the right to establish new premium rates if Plan Sponsor's enrollment changes by more than ten percent (10%) during the contract period.

6. It is Plan Sponsor's duty to collect any premium required of the Certificate Holder.

7. In the event Plan Sponsor voluntarily files or has filed involuntarily against it a petition in bankruptcy and a court of competent jurisdiction determines that Section VI(3)(ii) is unenforceable, as a condition of QualChoice continuing to provide coverage pursuant to the Agreement, Plan Sponsor agrees to pay QualChoice as adequate assurance a security deposit in an amount equal to one and one-half (1 ½) times the highest monthly premium amount billed by QualChoice in the prior twelve (12) month period.

## VI. Term and Termination

1. The Agreement shall be in effect as of the Effective Date and shall remain in effect for [##] (##) year (the "Initial Term"). Unless either party terminates the Agreement as provided herein, the Agreement, as amended or modified, will renew on each anniversary of the Effective Date for an additional [##] (##) year term subject to Plan Sponsor returning a renewal confirmation that has been presented by QualChoice along with any other documents required by QualChoice as part of a renewal. Renewal of the Agreement will be subject to changes in premiums and any other changes to the Agreement as provided for herein.

2. Plan Sponsor may terminate the Agreement:

- (i) At the end of a contract period upon giving QualChoice written notice prior to the end of the contract period, by failing to return a renewal confirmation presented by QualChoice, or by failing to provide any other documents required by QualChoice as part of a renewal;
- (ii) On any premium due date by giving QualChoice written notice of termination prior to the premium due date;
- (iii) Immediately upon written notice to QualChoice in the event QualChoice files a petition in bankruptcy, dissolves, ceases to exist, is liquidated, or becomes insolvent;
- (iv) Immediately upon written notice to QualChoice in the event QualChoice's certificate of authority or license is revoked; or
- (v) For QualChoice's failure to cure a material breach of the Agreement within thirty (30) days of Plan Sponsor's written notice of the breach.

3. QualChoice may terminate the Agreement:

- (i) Except as may be prohibited under applicable law, at the end of a contract period upon giving Plan Sponsor at least [##] (##) days written notice prior to the end of the contract period;
- (ii) Immediately upon written notice to Plan Sponsor in the event Plan Sponsor voluntarily files or has filed involuntarily against it a petition in bankruptcy, dissolves, ceases to exist, is liquidated, or becomes insolvent;
- (iii) By giving [##] (##) days prior written notice to the Plan Sponsor in the event of fraud, misrepresentation, omission or concealment of any material fact by Plan Sponsor on which QualChoice relied in providing coverage to Plan Sponsor.



- (iv) Immediately upon written notice to Plan Sponsor, if Plan Sponsor fails to remit to QualChoice monthly premiums by their due date; the effective date of the termination shall be the end of the last month for which premiums were received by QualChoice from Plan Sponsor; Plan Sponsor's financial institution's return of or refusal to honor a check or draft constitutes nonpayment of premium;
- (v) By giving [##] (##) days prior written notice to the Plan Sponsor if the Plan Sponsor fails to maintain the levels of employee participation in the health plan as provided under QualChoice's standard guidelines;
- (vi) By giving [##] (##) days prior written notice to the Plan Sponsor if the Plan Sponsor offers a health plan option(s) to its employees other than the QualChoice option(s) (which includes offering without QualChoice's prior written consent a benefit plan, product, or service that can reduce an Enrollee's cost sharing (e.g., a deductible) under the QualChoice health benefit plan);
- (vii) By giving [##] (##) days prior written notice to the Plan Sponsor if the Plan Sponsor fails to make the Plan Sponsor contributions as set forth in the Group Application for Coverage or any subsequent notice from Plan Sponsor accepted by QualChoice;
- (viii) Immediately in the case where the Agreement is available to Plan Sponsor only through an association, the membership of the Plan Sponsor in the association (on the basis of which the coverage of the Agreement is provided) ceases, but only if the coverage is terminated under this paragraph uniformly without regard to any health status-related factor relating to any Enrollee;
- (ix) By giving ninety (90) days prior written notice if QualChoice elects not to renew all of its health benefit plans delivered or issued for delivery in the State of Arkansas;
- (x) Immediately upon written notice to Plan Sponsor if Plan Sponsor or its principal place of business relocates to a location outside of the Service Area; or
- (xi) For Plan Sponsor's failure to cure a material breach of the Agreement within thirty (30) days of QualChoice's written notice of the breach (unless a shorter timeframe for termination is otherwise provided hereunder).

4. Regardless of which party initiates the termination or the reason for termination, Plan Sponsor will be liable for all premiums due and owing to QualChoice for the period prior to termination of the Agreement.

5. When the Agreement terminates, Plan Sponsor shall promptly notify all affected Enrollees of such termination in writing.

6. QualChoice will have no liability for expenses incurred or treatment received by an Enrollee after the termination of the Agreement except as set forth in the applicable EOC.

**VII. COBRA/HIPAA Administrative Services [NOTE: THIS SECTION APPLIES ONLY IF REQUESTED BY PLAN SPONSOR AS REFLECTED IN THE PRODUCT SELECTION AND SOLD RATE FORM]**

1. QualChoice has made arrangements for an unrelated, third-party entity to provide COBRA and HIPAA administrative services (hereinafter the "COBRA/HIPAA Administrator") to employers and group health plans that are clients of QualChoice. These services are optional; there is no requirement that Plan Sponsor obtain COBRA and HIPAA administrative services from the COBRA/HIPAA Administrator.

2. Plan Sponsor has conducted its own due diligence and has elected to obtain COBRA and HIPAA administrative services from the COBRA/HIPAA Administrator. Plan Sponsor will enter

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into a direct services contract with the COBRA/HIPAA Administrator that will set out the rights, duties and obligations of Plan Sponsor and the COBRA/HIPAA Administrator.

3. QualChoice will at Plan Sponsor's request implement and coordinate an exchange of information regarding new Enrollees and changes in Enrollee eligibility status under Plan Sponsor's medical benefit plan necessary for the COBRA/HIPAA Administrator to provide its services to Plan Sponsor. The information provided by QualChoice to the COBRA/HIPAA Administrator will be based on the information provided to it by Plan Sponsor or the applicable Enrollee.

4. QualChoice makes no representations, warranties, or recommendations regarding the COBRA/HIPAA Administrator. QualChoice shall have no responsibility or liability to Plan Sponsor or any other person or entity for the COBRA/HIPAA Administrator's actions or failure to act or for Plan Sponsor's decision to enter into a contract with the COBRA/HIPAA Administrator. Plan Sponsor hereby waives any and all claims against QualChoice for costs, expenses, judgments, damages, liabilities, legal fees, or other costs of litigation or defense of any claim, including reasonable attorneys' fees and costs ("Costs or Liabilities") to the extent such Costs or Liabilities are caused by or arise out of the COBRA/HIPAA Administrator's actions or failure to act or for Plan Sponsor's decision to enter into a contract with the COBRA/HIPAA Administrator.

5. The fee charged by the COBRA/HIPAA Administrator to Plan Sponsor for its COBRA and HIPAA administrative fees will be as reflected in the direct services contract between Plan Sponsor and the COBRA/HIPAA Administrator. Plan Sponsor has the option in its sole discretion, to remit its COBRA and HIPAA administrative fees to the COBRA/HIPAA Administrator through QualChoice. Upon its receipt of Plan Sponsor's COBRA and HIPAA administrative fee, QualChoice will promptly forward the payment to the COBRA/HIPAA Administrator on behalf of Plan Sponsor. QualChoice shall have no responsibility or liability to advance funds to the COBRA/HIPAA Administrator on behalf of Plan Sponsor; payment of the COBRA and HIPAA administrative fee is solely the responsibility and liability of Plan Sponsor.

6. Plan Sponsor shall pay QualChoice the prevailing fee as set forth in the final Product Selection & Sold Rate Form for the Initial Term form approved by QualChoice for coordination of COBRA and HIPAA services as described herein between Plan Sponsor and the COBRA/HIPAA Administrator. QualChoice's fee is subject to being modified by QualChoice in the same manner as new premium rates may be modified pursuant to the Group Master Contract. Modified QualChoice fees for coordination of COBRA and HIPAA services will be as reflected in any subsequent writing signed by Plan Sponsor.

### VIII. General Terms

1. QualChoice accesses contracts with network healthcare providers to obtain services from such providers for Enrollees. Network healthcare providers shall not be considered an agent of QualChoice nor is QualChoice an agent of any network provider. Network providers maintain the provider-patient relationship with Enrollees and are solely responsible to Enrollees for any act or omission of the network provider in providing their services.

2. QualChoice is not an administrator, plan sponsor, or named or unnamed fiduciary as those terms are defined under ERISA. If Plan Sponsor's plan is an ERISA plan, in performing its duties and obligations set forth in the Agreement, QualChoice is a fiduciary as defined under ERISA only for the purpose of processing claims. It is the responsibility of Plan Sponsor to notify Enrollees of their ERISA rights and to comply with any other ERISA mandated responsibilities, obligations or duties, including providing a Summary Plan Document.

3. Plan Sponsor agrees and represents that no other healthcare plan will be offered available to its employees other than those offered by QualChoice or its affiliates. Plan Sponsor

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further agrees that if more than one QualChoice plan is offered to its employees, a minimum premium difference of [%] is required for each step up or down in benefit level.

4. QualChoice may amend the terms and conditions of this Group Master Contract at any time on at least [##] (##) days prior written notice to Plan Sponsor. Any amendment will be deemed to be accepted by Plan Sponsor if Plan Sponsor pays the monthly premium due following the notice. Plan Sponsor's failure to pay the monthly premium due following the notice shall be deemed an election by Plan Sponsor to terminate the Agreement as of the effective date of the amendment. QualChoice will be responsible for notifying the Certificate Holders of any changes in Covered Services.

5. No change in the Agreement will be effective unless approved by an authorized officer of QualChoice. No agent, employee or representative of QualChoice, other than an authorized officer, may change the Agreement or waive any of its provisions.

6. QualChoice has the exclusive right to interpret the terms of the EOC and any schedule of benefits, riders or amendments thereto. QualChoice's decision with regard to whether to pay a claim is within its sole discretion and will be conclusive.

7. Plan Sponsor will allow its payroll records to be audited by QualChoice at QualChoice's expense for the purpose of verifying eligibility, participation levels and Plan Sponsor contributions. Plan Sponsor agrees to cooperate as reasonably necessary with QualChoice, its agents and employees in such audit.

8. Any notice required under the Agreement must be in writing. Notice from one party to the other party must be by first class mail with proper postage to the individual whose signature is set forth below at the party's address set forth in the Group Application for Coverage. Notice shall be deemed effectively received on the date of delivery or three (3) business days after the date of the post mark, which ever is earlier. Either party may by written notice to the other party change the address to which notices should be sent.

9. The Agreement shall be governed by and construed in accordance with Arkansas law except to the extent pre-empted by federal law. The parties agree that all legal proceedings between the parties arising out of the Agreement shall be filed in the applicable state or federal court situated in Pulaski County, Arkansas.

10. If any provision or any part of the Agreement is for any reason held to be illegal or invalid, such illegality shall not affect or impair any other provision or right or remedy of QualChoice pursuant to the Agreement.

11. The Agreement nor any rights therein shall be assigned, transferred or otherwise conveyed by QualChoice, Plan Sponsor, or any Enrollee. QualChoice may, however, transfer any or all of its rights and/or obligations under the Agreement to any parent, subsidiary, other affiliate, or successor-in-interest to QualChoice's business without permission from Plan Sponsor or any Enrollee.

12. Failure by either party to insist on or enforce any of its rights under the Agreement shall not constitute a waiver of those rights by such party, and nothing shall constitute a waiver of that party's rights to insist on the other party's strict compliance with the provisions of the Agreement.

13. In the event of a national disaster, war, riot, civil insurrection, or the occurrence of any other circumstances that are beyond the control of QualChoice which results in the loss of availability of facilities, personnel or financial resources of QualChoice, QualChoice will not be considered to have breached the Agreement.

14. The Agreement constitutes and embodies the entire agreement between QualChoice and Plan Sponsor with respect to the subject matter hereof. The Agreement supersedes and replaces all previous agreements and certificates between the parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Group Master Agreement, the Group Application for Coverage, and/or the Product Selection & Sold Rate Form, the Group Master Contract will control. Plan Sponsor acknowledges that it has not entered into the Agreement based upon representations by any person, entity or organization other than QualChoice.

15. The Agreement is a contract solely between QualChoice and Plan Sponsor.

- 16. The Agreement does not provide for workers' compensation benefits.
- 17. If any provision of the Agreement does not comply with any law of the State of Arkansas, the Agreement shall be deemed amended to meet the minimum requirements of the law, unless such law is pre-empted by federal law or if otherwise found to be void by a court of competent jurisdiction, in which case any amendment to the Agreement required by the pre-empted or voided law shall be deemed rescinded.

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Plan Sponsor indicates its acceptance of the terms of the Agreement, including this Group Master Contract, by submitting to QualChoice a Group Application for Coverage and Product Selection & Sold Rate Form that is approved by QualChoice. Plan Sponsor agrees that its signature on a Group Application for Coverage and/or Product Selection & Sold Rate form constitutes a signature on this Group Master Contract. QualChoice indicates its acceptance of the terms of the Agreement, including this Group Master Contract, by causing its duly authorized officer to execute this Group Master Contract below and submitting it to the Plan Sponsor following QualChoice's final approval of the Plan Sponsor's Group Application for Coverage and Product Selection & Sold Rate Form.

**QCA Health Plan, Inc.  
12615 Chenal Parkway  
Suite 300  
Little Rock, AR 72211**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**(Printed)**  
**Title:** \_\_\_\_\_

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