![Physicians Health Plan logo]

Employer Federal Tax Id

Requested Effective Date

NEW GROUP APPLICATION & MASTER GROUP CONTRACT

> **PHP Standard New Business Lead-time on all Small Group Enrollment Packets is 30 Days**
>
> **If HRA is to be administered, PHP requires a 60 Day Lead-time to implement a new internal HRA**

New Group Application & Master Group Contract - Completed and Signed

Enrollment Forms Completed & Signed

Documentation:

    MESC/Current UIA 1028 (Quarterly Wage Detail Report) or current payroll with proof of Federal Identification Number

    C-Corporation & S-Corporation provide: IRS Form 1120

    Partnership/LLC provide: IRS Form 1065

    Sole Proprietorship provide: IRS Form 1040

    Copy of W4 and most recent pay stub for all Employees <u>not listed</u> on UIA 1028

Group Pediatric Dental Coverage Attestation

HRA/HSA/FSA Attestation if applicable

New Business Group Size Determination Form

MyPHP Employer Portal Access Form

Mail Binder Check:

PPO Payment Address	HMO Payment Address
PHP Insurance Company	Physicians Health Plan
PO Box 776178	PO Box 776180
Chicago, IL 60677-6178	Chicago, IL 60677-6180

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SMALL GROUP APPLICATION

Basic Company Information

Company Name: (as listed on Policy)					Name of CEO/Decision Maker:	
Company Physical Address:				SIC Code:	CEO Email:	CEO Direct Phone:
Street	City	State	Zip			
					Name of Group Administrator [GA]:	
Office Phone:	Office Fax:	County:				
					GA Email:	GA Direct Phone:
Previous Carrier:	N/A:	Carrier Name:				
Company Legal Status:	S-Corporation	Partnership/LLC		Sole Proprietorship		C-Corporation

Billing Contact Information

Billing Contact Name:				Billing Contact Email:	
Mailing Address: (if different from Physical Address)				Billing Contact Direct Phone:	Additional Contact Information:
Street	City	State	Zip		

HRA/HSA Contact Information

HRA/HSA Contact Name:	HRA/HSA Contact Phone:

Employer Premium Contribution / Deductible Rollover

Employer Premium Contribution:	_____ %	**or**	$ _____	Deductible Rollover?:	NO	YES

Eligibility / Participation

Number of Full Time Equivalent Employees (including those who may not be eligible for coverage)	Total Number of Enrolling Employees	Total Number of Waiving Employees	
# _____	# _____	Total Number of Waiving Employees:	# _____
Dependent Age 26 Coverage Termination Effective: (Select One)		k Waiving due to Coverage Elsewhere:	# _____
End of Birth Month:	End of Calendar Year:	Reason: Waiving due to Other Reason:	# _____

Enrollment Eligibility Criteria

Eligible for Coverage:	Excluded: (Check all that apply)
<u>Active Employees:</u> Employee working a minimum of _____ hrs per week Other: _____ <u>Retirees:</u> (not to exceed 10% of the active enrolled population)	Part-time Temporary Seasonal Other:

Enrollment Eligibility Criteria cont.

New Hire Waiting Period: (NOT to exceed 90 days from date of hire)			**Return to Work Policy:** (NOT to exceed 90 days from date of hire)		
Date of Hire 1st of the month following Date of Hire			Date of Return 1st of the month following Date of Return		
First of the Month following selected waiting period: (select one)			First of the Month following selected waiting period: (select one)		
30 Days:	60 days:		30 Days:	60 days:	
Date of Completion of selected waiting period: (select one)			Date of Completion of selected waiting period: (select one)		
30 Days:	60 days:	90 Days:	30 Days:	60 days:	90 Days:
Effective Date for Status Change: (NOT to exceed 90 days from date of hire)			**Termination of Policy:**		
Date of Change			Date of Termination		
Number of Days following Date of Change			Last day of Termination Month		
30 Days:	60 days:				

The enrolling Group understands and agrees that if it signs this page and this application is accepted in writing by PHP, the Enrolling Group will be considered a Policyholder, and will be bound by the terms of the Master Group Contract, the provisions of PHP and the provisions of this application. The Enrolling Group acknowledges that these documents constitute the entire agreement between PHP, and the Enrolling Group, and supersede all prior or contemporaneous negotiations, representations, or agreements (whether written or oral) between the parties. PHP may, at its discretion, request supplemental information from any individual or company, including but not limited to information service agencies, medical or credit information bureaus.

The Enrolling Group certifies that the information contained in this application is accurate and agrees that issuance of coverage is based on this application, which shall become a part of the Policy. Any material omissions, misrepresentations or misstatements in the information requested on this form can result in voiding or reformation of insurance.

By signing this page and submitting this application the Enrolling Group acknowledges and agrees to all of the terms and conditions of this application, and all of the terms and provisions of the Master Group Contract, as amended from time-to-time. Coverage will not become effective unless this application is accepted in writing by PHP.

Agent/Producer Name	Agency Name
Group Administrator Printed Name	Group Administrator Signature
Group Administrator Title	Date

2023 PLAN OPTIONS MENU

Select up to 3 Plan Options

	Plan Name	Plan Type	Medical Plan ID	Rx Plan ID
	PHP Exclusive Platinum 0	HMO	PFC00423	RX0HF009
	PHP Exclusive Platinum 250	HMO	PFC00523	RX08F537
	PHP Exclusive Platinum 500 0%	HMO	PFC08823	RX0HF001
	PHP Exclusive Platinum 500 10%	HMO	PFC01123	RX08F538
	PHP Exclusive Platinum 750	HMO	PFC00723	RX0HF010
	PHP Exclusive Platinum 2000 HRA	HMO	PFC08923	RX0HF002
	PHP Exclusive Gold 500	HMO	GFC01323	RX08F541
	PHP Exclusive Gold 1000	HMO	GFC00523	RX0HF012
	PHP Exclusive Gold 1400	HMO	GFC01523	RX08F532
	PHP Exclusive Gold 1500 HSA	HMO	GFE00323	RX09F701
	PHP Exclusive Gold 2000	HMO	GFC01823	RX08F532
	PHP Exclusive Gold 2500	HMO	GFC08823	RX0HF003
	PHP Exclusive Gold 3000 HSA	HMO	GFT00323	RX09F591
	PHP Exclusive Gold 3500 HRA	HMO	GFC01923	RX08F540
	PHP Exclusive Gold 5000 HRA	HMO	GFC08923	RX0HF013
	PHP Exclusive Silver 4000	HMO	SFC00423	RX0HF014
	PHP Exclusive Silver 4100 HSA	HMO	SFT00323	RX09F702
	PHP Exclusive Bronze 6900 HSA	HMO	BFT00123	RX09F589

	Plan Name	Plan Type	Medical Plan ID	Rx Plan ID
	PHP POS Platinum 0	POS	PFD00423	RX0HF009
	PHP POS Platinum 250	POS	PFD00523	RX08F537
	PHP POS Platinum 500 0%	POS	PFD08823	RX0HF001
	PHP POS Platinum 500 10%	POS	PFD01123	RX08F538
	PHP POS Platinum 750	POS	PFD00723	RX0HF010
	PHP POS Platinum 2000 HRA	POS	PFD08923	RX0HF002
	PHP POS Gold 500	POS	GFD01323	RX08F541
	PHP POS Gold 1000	POS	GFD00523	RX0HF012
	PHP POS Gold 1400	POS	GFD01523	RX08F532
	PHP POS Gold 1500 HSA	POS	GFF00323	RX09F701
	PHP POS Gold 2000	POS	GFD01823	RX08F532
	PHP POS Gold 2500	POS	GFD08823	RX0HF003
	PHP POS Gold 3000 HSA	POS	GFV00323	RX09F591
	PHP POS Gold 3500 HRA	POS	GFD01923	RX08F540
	PHP POS Gold 5000 HRA	POS	GFD08923	RX0HF013
	PHP POS Silver 4000	POS	SFD00423	RX0HF014
	PHP POS Silver 4100 HSA	POS	SFV00323	RX09F702
	PHP POS Bronze 6900 HSA	POS	BFV00123	RX09F589

	Plan Name	Plan Type	Medical Plan ID	Rx Plan ID
	PHP PPO Platinum 0	PPO	PFH00423	RX0PF007
	PHP PPO Platinum 250	PPO	PFH00523	RX03F373
	PHP PPO Platinum 500 0%	PPO	PFH08823	RX0PF002
	PHP PPO Platinum 500 10%	PPO	PFH01123	RX03F376
	PHP PPO Platinum 750	PPO	PFH00723	RX0PF008
	PHP PPO Platinum 2000 HRA	PPO	PFH08923	RX0PF001
	PHP PPO Gold 500	PPO	GFH01323	RX03F377
	PHP PPO Gold 1000	PPO	GFH00523	RX0PF009
	PHP PPO Gold 1400	PPO	GFH01523	RX03F370
	PHP PPO Gold 1500 HSA	PPO	GFJ00323	RX07F600
	PHP PPO Gold 2000	PPO	GFH01823	RX03F370
	PHP PPO Gold 2500	PPO	GFH08823	RX0PF003
	PHP PPO Gold 3000 HSA	PPO	GFW00323	RX07F521
	PHP PPO Gold 3500 HRA	PPO	GFH01923	RX03F378
	PHP PPO Gold 5000 HRA	PPO	GFH08923	RX0PF010
	PHP PPO Silver 4000	PPO	SFH00423	RX0PF011
	PHP PPO Silver 4100 HSA	PPO	SFW00323	RX07F601
	PHP PPO Bronze 6900 HSA	PPO	BFW00123	RX07F519

GROUP PEDIATRIC DENTAL COVERAGE ATTESTATION

Group Name: _____

Effective Date: _____

The Physicians Health Plan or PHP Insurance Company group health benefit plan that you wish to purchase does not include pediatric dental coverage. Because of this, federal and state law provide that you are only eligible to purchase this group health benefit plan if you also purchase group pediatric dental coverage offered by an Exchange-certified standalone dental plan. PHP can assist you in obtaining group pediatric dental coverage offered by an Exchange-certified standalone dental plan.

Because you are only eligible to purchase this group health benefit plan if you also purchase group pediatric dental coverage from an Exchange-certified standalone dental plan, PHP is required to obtain reasonable assurances from you that you have such coverage before PHP is permitted to sell you this group health benefit plan.

Therefore, please attest to the following:

- I understand that I am only eligible to purchase this PHP group health benefit plan if I also purchase group pediatric dental coverage offered by an Exchange-certified standalone dentalplan

- I certify that I have purchased group pediatric dental coverage offered by an Exchange-certifiedstandalone dental plan

- I will inform PHP immediately if this group pediatric dental coverage is discontinued for anyreason

- I understand that if I am not truthful in this attestation, the PHP group health benefit plan may be rescinded by PHP due to fraud or intentional misrepresentation of material fact, and that thegroup may be required to reimburse PHP for any medical expenses that PHP paid on its behalf

_____
Group Administrator Printed Name and Title

_____
Group Administrator Signature   Date

05901:00403:1699841-1

A Sparrow Subsidiary   1400 E. Michigan Ave   T 517.364.8400
PO Box 30377   F 517.364.8460
Lansing, MI 48909-7877   PHPMichigan.com

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Physicians Health Plan

HRA/HSA/FSA ATTESTATION

Plan ID(s): _____

Plan Effective Date: _____

PURPOSE:

The Physicians Health Plan coverage selected by the group is not attached to a Health Reimbursement Account (HRA), Health Savings Account (HSA) or Flexible Spending Account (FSA). By signing below, you indicate that you understand and are not currently using or intend to use an HRA, HSA or FSA to fund your employees cost sharing responsibilities.

PLAN SPONSOR INFORMATION & ATTESTATION:

_____
Group Name

_____
Employer(s) Federal Identification Number

I, the undersigned, duly authorized representative for _____ [Name of Group], understand that I have selected a plan without an HRA or FSA attached that is not HSA compatible. I hereby attest that I will not fund an HRA, HSA or FSA and employees will be fully financially responsible for all member cost-sharing. I also acknowledge that by signing this attestation, I understand that knowingly giving incorrect information is considered a breach of contract with Physicians Health Plan, and in such case is cause for termination of our Group Policy.

_____   _____
Group Administrator Printed Name and Title   Group Administrator Signature   Date

_____   _____
Agent/Producer Printed Name   Agent/Producer Signature   Date

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NEW BUSINESS GROUP SIZE DETERMINATION FORM

Group Name: _____

Requested Effective Date: _____

The full-time and full-time equivalent employees calculation is used to determine Employer size under the ACA

To determine your Group size:

- **Full-time Employee**: defined as employees who are employed on average at least 30 hours of service per week

- **Part-time Employee**: defined as employees whom do not exceed 120 hours of service per month

- **Full-time Equivalent**: determined by calculating the aggregate number of hours of service for that calendar month for employees who were not full-time employees, then dividing that number by 120

- Calculate the average number of full-time employees during the preceding calendar year, add this number to line 1 of chart below. Calculate the number of full-time equivalent employees, add that number to line 2 of chart below. Line 3 should reflect the sum of lines 1 & 2

- Knowing how many full-time and full-time equivalents you have is important. You should seek legal advice if you need assistance with this calculation

Number of full-time employees	
Number of full-time equivalent employees	
Total number of full-time **and** full-time equivalent employees	

_____
Group Administrator Printed Name and Title

_____
Group Administrator Signature   Date

MYPHP EMPLOYER PORTAL ACCESS FORM

Group Name:	_____
Effective Date:	_____

MyPHP Employer Portal is an Online portal giving Employers access to make changes to employee demographics, order ID cards and make eligibility updates.

Please list each contact's name and email address below to be added to your account:

First Name	Last Name	Email Address
First Name	Last Name	Email Address
First Name	Last Name	Email Address
First Name	Last Name	Email Address
First Name	Last Name	Email Address

"I authorize my Agent/Produce and/or their Support Staff to have access to our Employer Portal."

YES   **NO**

_____
Agent/Producer Name

_____
Agent/Producer Signature

_____
Group Administrator Signature

In the future, if any of the above individuals should no longer have access to PHP's web portal and your group's account information, please e-mail the PHP Sales Department at **Sales@phpmm.org**

MASTER GROUP CONTRACT

PHYSICIANS HEALTH PLAN   -   PHP INSURANCE COMPANY

The effective date of this Contract is 12:01 a.m. Eastern Time on the Group's policy Effective Date.

Group Contract

This MASTER GROUP CONTRACT is entered into by and between ENROLLING GROUP, and PHYSICIANS HEALTH PLAN (HMO) or PHP INSURANCE COMPANY (PPO) (Collectively referred to as PHP), on the date stated on the Group Application (herein referred to as the Effective Date); and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of this Contract as provided herein.

The pronouns "we," "us," and "our" are used in this document to reference PHP.

Upon receipt of the Enrolling Group's signed application and payment of the required Policy Charges, this Contract is deemed executed and will be a binding agreement between the Enrolling Group and us.

PHP agrees to provide Benefits for Covered Health Services set forth in this Contract, including the Certificate of Coverage, subject to the terms, conditions, exclusions, and limitations defined in this Contract and associated documents. By way of reference, the Enrolling Group's application is incorporated and part of this Contract.

This Contract replaces and overrules any previous agreements relating to Benefits for Covered Health Services between the Enrolling Group and us. The terms and conditions of this Contract shall, in turn, be overruled by those of any subsequent agreements relating to Benefits for Covered Health Services between the Enrolling Group and us. This Contract was formerly referred to as the Master Group Policy and any references in related documents to the Master Group Policy will mean this Contract.

PHP shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of Benefits under the Enrolling Group's benefit plan. PHP shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

When this Contract is terminated, as described in Section V, this Contract and all Benefits under this Contract will end at 12:00 midnight on the date of termination.

SECTION I: GLOSSARY OF DEFINED TERMS

1.1 The terms used in this Contract have the same meaning as given to those terms in theCertificate of Coverage, Section: Defined Terms, and are here incorporated in.

SECTION II: BENEFITS

2.1 Subscribers and their Enrolled Dependents are entitled to Benefits for Covered HealthServices subject to the terms, conditions, limitations, and exclusions set forth in the Certificate of Coverage included in this Contract. The Certificate of Coverage describes the Covered Health Services, including any optional Riders and Amendments, required Co- payments, Coinsurance and Deductibles, and the terms, conditions, limitations, and exclusions related to coverage.

SECTION III: PREMIUMS RATES AND CONTRACT CHANGES

3.1 **Premiums** - The monthly rate required for each subscriber or Covered Persons are specified in the Signed Final Rates for the contract year. PHP reserves the right to change the schedule of rates for Premiums, after a 31-day prior written notice on the anniversary ofthe effective date of this Contract.

3.2 **Computation of Policy Charge** - The Policy Charge will be calculated based on the number of Subscribers or Covered Persons in each coverage classification that PHP shows in our records at the time of calculation. The Policy Charge will be calculated using the Premium rates in effect at that time. A full calendar month's Premiums shall be charged for Covered Persons whose effective date of coverage falls on or before the 15th of that calendar month. No Premiums shall be charged for Covered Persons whose effective date of coverage falls after the 15th of that calendar month. A full calendar month's Premiums shall be charged for Covered Persons whose coverage is terminated after the 15th of that calendarmonth. No Premiums shall be charged for Covered Persons whose coverage is terminated on or before the 15th of that calendar month.

3.3 **Adjustments to the Policy Charge** - PHP may make retroactive adjustments for anyadditions or terminations of Covered Persons or changes in coverage classification that are not reflected in our records at the time PHP calculates the Policy Charge. PHP may grant retroactive credit for any change occurring more than 60 days prior to the date PHP receivednotification of the change from the Enrolling Group. PHP may grant retroactive credit for any calendar month in which a Covered Persons has received Benefits.

The Enrolling Group must notify us in writing within 31 days of the effective date of enrollments, terminations, or other changes. The Enrolling Group must notify us in writing each month of any change in the coverage classification for any Covered Persons. The Enrolling Group's failure to provide such notification may limit the Enrolling Group's premium refund, if applicable. When the Enrolling Group notifies us of a Covered Person's loss of eligibility, the Enrolling Group acknowledges that it has informed such Covered Persons of his or her loss of eligibility at the time that such loss occurred. Subject to any limitations notedabove, PHP may grant retroactive adjustments for enrollment changes that are effective morethan 31 days before PHP received notification of the change if the Enrolling Group certifies tous that the Enrolling Group notified the affected Covered Persons at the time of loss of eligibility.

If premium taxes, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to Premium are either imposed or increased, those chargesshall be automatically added to the Premium. In addition, any change in law or regulation thatsignificantly affects our cost of operation shall result in an increase in Premium, in an amountPHP determines.

3.4 **Payment of the Policy Charge** - The Policy Charge is payable in advance by the Enrolling Group to us on a monthly basis. The first Policy Charge is due and payable on the effective date of this Contract. Subsequent Policy Charges are due and payable no later than the first day of each month thereafter that this Contract is in effect. A late payment charge canbe assessed for any Policy Charge not received within 10 calendar days following the due date. A service charge will be assessed for any non-sufficient-fund check received in paymentof the Policy Charge. All Policy Charge payments shall be accompanied by supporting documentation that states the names of the Covered Persons for whom payment is made.

The Enrolling Group is solely responsible for timely payment of the Policy Charge. The Enrolling Group shall reimburse us for attorney's fees and any other costs related to collectingdelinquent Policy Charges.

3.5 **Grace Period** - A grace period of 31 days from the due date shall be granted for the payment of any Policy Charge, during which time this Contract shall continue in force. The grace period will not extend beyond the date this Contract terminates. The Enrolling Group is liable for payment of the Policy Charge during the grace period. If PHP receives written noticefrom the Enrolling Group to terminate the Contract during the grace period, PHP will adjust the Policy Charge so that it applies only to the number of days the Contract was in force during the grace period. Enrolling Group will be liable to pay the adjusted Policy Charge within 10 calendar days following the date of notice from us of the adjusted amount. If the Policy Charge is still unpaid on the date the grace period expires, this Contract shall terminate retroactively to the last paid date. All claims for dates of service after the last paid date will be denied for nonpayment of premiums.

3.6 **Reinstatement** - If the required premium is received after the expiration of the 31-day grace period, the Enrolling Group will have to complete an application for reinstatement if the Enrolling Group wants to reinstate coverage. Our acceptance of this late premium payment will be conditional, subject to our approval of the Enrolling Group's application for reinstatement. PHP will notify the Enrolling Group in writing as to whether PHP approved the application for reinstatement within 10 days following our conditional receipt of the late premium payment and the application for reinstatement. If the application is denied, then the conditional premium payment will be returned. If the application is approved, then the Enrolling Group's Contract will be reinstated. Any Contract that is successfully reinstated will cover only those claims incurred on or after the date of reinstatement. In all other respects, weboth will have the same rights under the reinstated Contract as we both had immediately before the due date of the defaulted premium, subject to any other provisions contained in thisContract related to reinstatements. Any premiums accepted in connection with reinstatement will be applied to a period for which premiums have not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

3.7 **Annual Renewal Rate Sheet** - Each year and before the renewal date of this agreement PHP will send a Renewal Rate Sheet to the Employer Group. While this contract remains in effect all subsequent Renewal Rate Sheets and all languages of the Renewal Rate Sheets shall be incorporated into this Contract.

SECTION IV: ENROLLMENT AND ELIGIBILITY

4.1 **Initial Enrollment Period -** Eligible Persons and their Dependents may enroll for coverage under this Contract during the Initial Enrollment Period. The Initial Enrollment Period is the period of time agreed to by the Enrolling Group and PHP.

4.2 **Open Enrollment Period** - The Enrolling Group shall provide an Open Enrollment Period of a minimum of 30 days unless the parties agree to a different time period, during which EligiblePersons may enroll for coverage. The Open Enrollment Period shall be provided on an annual basis.

4.3 **Eligibility Conditions** - The eligibility conditions are governed by controlling laws referenced in this Contact as well as those specified in the Certificate of Coverage.

4.4 **Effective Date of Coverage** - Coverage for properly enrolled Eligible Persons and their Dependents shall begin on the effective date.

4.5 **Minimum Participation Requirement**. The minimum participation requirement is determined by applicable PHP policy, subject to the requirements of applicable law.

4.6 **Changes in Enrollment and Eligibility** - The Enrolling Group must notify us in writing within 31 days of the effective date of enrollments, terminations or other changes. Each month thereafter the Enrolling Group must notify PHP in writing of any change in the coverage classification for any Covered Persons.

SECTION V: CONTRACT TERMINATION

5.1 **Conditions for Termination of This Entire Contract** - This Contract and all Benefits for Covered Health Services under this Contract shall automatically terminate on the earliest of the dates specified below:

    a. On the last day of the grace period, if the Policy Charge remains unpaid, this Contract shall terminate retroactively to the last paid date. All claims for dates of service afterthe last paid date will be denied for nonpayment of premiums.

    b. On a date specified by the Enrolling Group, after at least 31 days prior written noticeto PHP.

    c. On a date PHP specifies, in a written notice to the Enrolling Group, because the Enrolling Group performed an act, practice, or omission that

constituted fraud related to this Contract, or made an intentional misrepresentation of material fact related to this Contract. Inthis case, PHP has the right to rescind this Contract back to the effective date or to terminatethis Contract retroactively to some other date. For purposes of this paragraph, fraud and intentional misrepresentation of material fact include the failure to notify us if the Enrolling Group no longer employs two or more eligible persons.

    d. On the date PHP specifies, after at least 90 days prior written notice to the Enrolling Group, that this Contract shall be terminated because PHP will no longer issue this particular type of group health benefit plan within the applicable market.

    e. On the date PHP specifies, in a written notice to the Enrolling Group, in the eventEnrolling Group files a petition in bankruptcy, dissolves, ceases to exist, or is liquidated.

    f. On the date PHP specifies, after at least 180 days prior written notice to the applicable state authority and to the Enrolling Group, the Contract shall be terminated because PHP no longer issues any employer health benefit plan within the applicable market.

    g. On the date PHP specifies, in a written notice to the Enrolling Group, due to amaterial breach by the Enrolling Group of any term of this Contract.

    h. On the date PHP specifies, in a written notice to the Enrolling Group, that this Contract shall be terminated due to the Enrolling Group's violation of participation and/or contribution rules.

In the event of a rescission, which is a retroactive cancellation of coverage, PHP may refund any Premiums received from Enrolling Group for the period in which coverage was rescinded.PHP will not pay any Benefits for Covered Health Services rendered during the period in which coverage was rescinded. The Enrolling Group or Covered Persons shall instead be responsible for 100% of the cost of any Benefits for Covered Health Services rendered duringsuch period.

In the event of a rescission, which is a retroactive cancellation of coverage, PHP may refund any Premiums received from Enrolling Group for the period in which coverage was rescinded.PHP will not pay any Benefits for Covered Health Services rendered during the period in which coverage was rescinded. The Enrolling Group or Covered Persons shall instead be responsible for 100% of the cost of any Benefits for Covered Health Services rendered duringsuch period.

5.2 **Payment and Reimbursement Upon Termination** - Upon any termination of this Contract for any reason other than nonpayment of premiums or rescission, the Enrolling Group shall be and shall remain liable to us for the payment of any and all Premiums which are unpaid at the time of termination, which may include a pro-rata fee for any period this Contract was in force during the grace period preceding the termination. Upon termination of this Contract for nonpayment of premiums, this Contract shall be terminated retroactive to thelast paid date. All claims for all dates of service after the last paid date will be denied for nonpayment of premiums.

SECTION VI: GENERAL PROVISIONS

6.1 **Entire Contract** - This Contract, including the Certificate of Coverage, the application of the Enrolling Group, Signed Final Rates, Amendments, and Riders, which are incorporatedinto this Contract, shall constitute the entire agreement between Enrolling Group and us regarding Benefits.

6.2 **Dispute Resolution** - The parties acknowledge that because this Contract affects interstate commerce, the Federal Arbitration Act applies. If either Party wishes to seek review of any decision or dispute, the disputed party shall submit the decision or dispute to binding arbitration pursuant to the rules of the American Arbitration Association. This is the only right the Enrolling Group has for consideration of any decision or dispute that arises out of or is related to this Contract. The Enrolling Group will be responsible for all costs that it incurs related to any arbitration, including but not limited to filing fees and attorney fees. Arbitration fee(s) will be divided evenly between the parties. Any arbitration must take place in the countyof Ingham in the state of Michigan.

The matter must be submitted to binding arbitration within one year of the date that the finaldecision was furnished to the Enrolling Group. The arbitrators shall have no power to awardany punitive or exemplary damages or to vary or ignore the provisions of this Contract, and shall be bound by controlling law.

The decision of the arbitrators shall be final and binding on the parties, and judgment, including specific enrollment of the decision, shall be entered upon the decision in any courtof proper jurisdiction.

6.3 **Time Limit on Certain Defenses** - After 3 years from the effective date of this Contract, no misstatements, except fraudulent misstatements, made by the Enrolling Group, a Subscriber, or a Dependent in the application for this Contract may be used to void this Contract or deny payment for Covered Health Services received after the expiration of this 3- year period.

6.4 **Amendments and Alterations** - Amendments to this Contract are effective 31 days after PHP sends written notice to the Enrolling Group. Riders are effective on the date PHP specifies. No change will be made to this Contract unless made by an Amendment or a Riderwhich is signed by one of our authorized executive officers. No agent has authority to change this Contract or to waive any of its provisions on behalf of PHP.

6.5 **Relationship Between Parties** - All parties are independent. The relationships between PHP and its Network providers, and relationships between PHP and Enrolling Groups, are solely contractual relationships. Network providers and Enrolling Groups are notagents or employees of PHP, nor is PHP, any of its employees or independent contractors agents or employees of either the Network providers or the Enrolling Groups.

The relationship between a Network provider and any Covered Person is that of provider and patient. The Network provider is solely responsible for the services provided by it to any Covered Person. The relationship between any Enrolling Group and any Covered Person is that of employer and employee, Dependent, or other coverage classification as defined in this Contract.

The Enrolling Group is responsible for enrollment and coverage classification changes (including termination of a Covered Person's coverage) and for the timely payment of thePolicy Charge.

6.6 **Records** - The Enrolling Group shall furnish us with all information and proofs which PHP may reasonably require with regard to any matters pertaining to this Contract. PHP mayat any reasonable time inspect all documents furnished to the Enrolling Group by an individual in connection with coverage, the Enrolling Group's payroll, and any other records pertinent to the coverage under this Contract.

By accepting Benefits under this Contract, each Covered Person authorizes and directs anyperson or institution that has provided services to them, to furnish us or our designees any and all information and records or copies of records relating to the services provided to the Covered Person. PHP has the right to request this information at any reasonable time. Thisapplies to all Covered Persons, including Enrolled Dependents.

We agree that such information and records will be considered confidential. PHP has theright to release any and all records concerning health care services that are necessary toimplement and administer the terms of this Contract, for appropriate medical review or quality assessment, or as PHP is permitted or required by law or regulation.

During and after the term of this Contract, PHP and our related entities may use and transferthe information gathered under this Contract for research and analytic purposes.

6.7   **Administrative Services** - The services necessary to administer this Contract and the Benefits provided under it will be provided in accordance with our standard administrativeprocedures or those standard administrative procedures of our designee. If the Enrolling Group requests that such administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, theEnrolling Group shall pay for such services or reports at the then-current charges for such services or reports.

6.8   **ERISA** - When this Contract is purchased by the Enrolling Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act (ERISA) 29 U.S.C. Article 1001 et seq., PHP must not be named as, and must not be or assume any responsibilities of, the Plan Administrator or the named fiduciary of the welfare plan, as thoseterms are used in ERISA.

6.9   **Examination of Covered Persons** - In the event of a question or dispute concerningBenefits for Covered Health Services, PHP may reasonably require that a Network Physician, acceptable to us, examine the Covered Person at our expense.

6.10   **Clerical Error** - Clerical error shall not deprive any individual of Benefits under this Contract or create a right to Benefits. Failure to report enrollments shall not result in retroactive coverage for Eligible Persons. Failure to report the termination of coverage shall not continue such coverage beyond the date it is scheduled to terminate according to the terms of this Contract. The Enrolling Group will be responsible for premiums due when the Enrolling Group fails to notify PHP in writing of termination of coverage. Upon discovery of a clerical error, a necessary and appropriate adjustment in Premiums may be made. However,PHP shall not grant any such adjustment in Premiums or coverage to the Enrolling Group formore than 60 days of coverage prior to the date PHP received notification of such clerical error. In addition, please note that state or federal law may restrict whether PHP can terminate coverage retroactively and adjust Premiums in a corresponding manner after the discovery of a clerical error.

6.11   **Workers' Compensation Not Affected** - Benefits provided under this Contract do notsubstitute for and do not affect the obligations Enrolling Group may have to obtain and provide for coverage under workers' compensation insurance.

6.12   **Conformity with Statutes** - Any provision(s) of this Contract that is in conflict with therequirements of state or federal statutes or regulations (of the jurisdiction in which this Contract is performed) is hereby amended to conform to the minimum requirements of such statutes and regulations.

6.13   **Notice** - When PHP provides written notice regarding the administration of this Contractto an authorized representative of the Enrolling Group, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Enrolling Group is responsible for giving notice to Covered Persons.

> Any notice sent to us under this Contract shall be
> to: **Physicians Health Plan**
> 1400 E. Michigan Ave Lansing, MI 48912-2107

Any notice sent to the Enrolling Group shall be addressed to the address provided on the Group Application. Notice shall be deemed given as of the date of the postmark, if by U.S.Mail or on the date of receipt by personal delivery or commercial overnight courier.

6.14   **Continuation Coverage** - PHP agrees to provide Benefits under this Contract for those Covered Persons who are eligible to continue coverage under federal or state law, as described in Section 8: When Coverage Ends of the Certificate of Coverage. PHP will not provide any administrative duties with respect to the Enrolling Group's compliance with federal or state law. All duties of the plan sponsor or plan administrator, including but not limited to notification of COBRA and state law continuation rights, and billing and collection ofPremium, remain the sole responsibility of the Enrolling Group.

6.15   **Certificate of Creditable Coverage Forms** - As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PHP will produce Certificate of CreditableCoverage forms for Covered Persons who lose coverage under this Contract on or after the effective date of this Contract. The Enrolling Group agrees to provide us with all necessary eligibility and termination data. Certificate of Creditable Coverage forms will be based on eligibility and termination data that the Enrolling Group provides to our eligibility systems in accordance with our data specifications, and which is available in our eligibility systems as ofthe date the form is generated. The Certificate of Creditable Coverage forms will only includeperiods of coverage that PHP administers under this Contract.

6.16 **Place of Issuance** - PHP delivers this Contract in the State of Michigan. The Contract May be governed by the Department of Insurance and Financial Services, ERISA, Department of Labor, and or CMS. To the extent that state law applies, the laws of the State of Michigan are the laws that govern this Contract.

6.17 **No Assignment** - All rights of the Enrolling Group or Eligible Persons pertain only to the Enrolling Group or Eligible Persons and are not assignable or transferable. No provision in this Contract will prohibit us from engaging in a corporate reorganization, transfer of ownership, sale of assets, or merger, and such actions will not require permission from the Enrolling Group.

6.18 **Waiver** - PHP reserves the right to waive any default or breach of any provision of this Contract by Enrolling Group. Our waiver of any default or breach will not be deemed a waiver of any other default or breach and will not be a modification or amendment to this Contract. IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

Master Group Contract