



GROUP HEALTH CARE CONTRACT

This Group Health Care Contract ("Group Contract") is made between Alliant Health Plans, Inc. a Georgia non-profit "Provider Sponsored Health Care Corporation" hereinafter referred to as "Alliant" and _____ ("Employer") for the provision of health services. The contract effective date is: _____(MM/DD/YYYY)

Alliant agrees to arrange for the health care benefits described in the Certificate of Coverage, attached hereto and made a part of this Group Contract, subject to the Group Contract's terms. This promise is based on the Employer's Group Enrollment Application (which is also a part of this contract) and payment of the required premiums.

In the absence of fraud, all statements made by the policyholder or any insured person shall be deemed representations and not warranties, and no statement made for the purpose of effecting insurance shall avoid the insurance or reduce benefits unless contained in a written instrument signed by the policyholder or the person, a copy of which has been furnished to the policyholder or the person or his beneficiary.

Pursuant to 45 CFR §164.314 (B) (1) the Employer (or Plan Sponsor if delegated) must reasonably and appropriately safeguard PHI or ePHI created, received, maintained, or transmitted to or by the Employer (or Plan Sponsor if delegated) on behalf of the health plan. The employer (or Plan Sponsor if delegated) shall not use PHI for employment or benefits-related decisions.

All of the provisions in the Certificate of Coverage and Employer Enrollment Application apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract is effective on the Contract Date, as set forth above, if the initial premium has been paid and the Group Contract is duly executed below. The Group Contract continues as long as the required premiums are paid, unless it is terminated, as set forth in Article 4.

Any notice required to be given pursuant to the terms of this Group Contract shall be in writing and shall be sent by first class mail, postage prepaid, or by certified mail or hand delivery, to the receiving party at the following addresses:

If to Employer:

If to Alliant:

Alliant Health Plans, Inc.

1503 N. Tibbs Road

Dalton, Georgia 30720

IN WITNESS WHEREOF, the parties hereto, being first duly authorized, have set their hands on the dates set forth below.

EMPLOYER	ALLIANT HEALTH PLANS
PRINTED NAME:(Officer Only)	PRINTED NAME:
SIGNATURE:	SIGNATURE:
DATE:	DATE:



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Article 1 DEFINITIONS

Section 1.1 Group Contract Terms. The terms used in the Group Contract have the meanings set forth herein and in the Certificate of Coverage, attached hereto and made a part of this Group Contract.

Section 1.2 Included Employers. Included Employers under the Group Contract are the Employer and its Associated Companies, as defined below, if any. An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Health Care Coverage. On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the covered classes of the Group Contract as Employees of another Included Employer.

Section 1.3 Associated Companies. Associated Companies are employers that are the Employer's subsidiaries or affiliates listed as "Included Employers" in Section A of the Employer Enrollment Application.

Section 1.4 Notifications. Employer must notify Alliant, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Article 2 EMPLOYER REQUIREMENTS

Section 2.1 Employer Eligibility. During the term of this Group Contract, the Employer will promptly notify Alliant of any significant changes in the Employer's group composition, eligibility requirements, health benefits design or employees' costs associated with coverage. Any such change that is deemed adverse by Alliant (unless agreed to in writing by Alliant prior to such change) shall give Alliant the option, in its discretion, of terminating this Group Contract, adjusting rates, limiting enrollment or offering the Employer coverage under any other health benefits product as may be offered by Alliant from time to time. Alliant may exercise its options by giving the Employer at least 31 days' prior written notice.

Section 2.2 Minimum Enrollment. The Employer must maintain a minimum enrollment agreed upon by Alliant. Any such agreement shall be in writing, and shall constitute a part of this Group Contract. Alliant may terminate this Group Contract by giving the Employer 31 days' prior written notice in the event enrollment falls below this minimum.

Section 2.3 Health Care Plan Administrator. Employer has established and as sponsor maintains pursuant to other written documents, a health benefits program for the benefit of its eligible employees and their eligible dependents, which is an "employee welfare benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"). Alliant is not the "administrator", "plan sponsor" or a named or unnamed "fiduciary" for purposes of ERISA, provided that for purposes of determining whether to pay all or any portion of a claim, Alliant shall have the exclusive discretionary and final authority to make such determination, and such determination shall be binding unless it is shown that such determination was arbitrary and capricious.



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It is the responsibility of the Employer to inform its eligible employees and their eligible dependents of their ERISA mandated rights and to comply with any ERISA mandated responsibilities, obligations and duties. In no event shall Alliant have any responsibility to provide any person with any notice under the Internal Revenue Code of 1986, as amended, or ERISA, that is required to be provided by the Employer or the plan administrator of any plan sponsored by the Employer.

Article 3

ELIGIBILITY OF INDIVIDUALS

Individuals are eligible for enrollment hereunder only upon meeting and continuing to meet the following requirements:

Section 3.1 Eligible Employee. Eligible employees of the Employer and their eligible Dependents shall be those persons who meet the criteria set forth in the Group Certificate of Coverage and the Employer Group Enrollment Application.

Section 3.2 Extension of Eligibility. Alliant and the Employer may together agree to the extension of eligibility to persons other than those provided for in the Certificate of Coverage. Any such extension of eligibility shall be in writing on the Employer Enrollment Application.

Section 3.3 Subsequent Enrollment. After the Employer's first open-enrollment period during which Eligible Persons may enroll in Alliant, Eligible Persons may enroll in Alliant during any subsequent annual open-enrollment period or within 31 days of having satisfied the Employer's eligibility requirements.

In order to enroll, eligible persons must submit to the Employer a completed enrollment form and any other information which Alliant may reasonably request. Applicants will be considered enrolled only after Alliant has accepted the enrollment form. Alliant acceptance will be based upon timely receipt from the Employer of the enrollment form and the applicable Premium Rate and satisfaction of all of the requirements of this Group Contract.

Article 4

PREMIUMS

Section 4.1 Payment of Premiums. Employer shall pay premiums to Alliant for the duration of the Group Contract, in accordance with the final Premium Rates. Except as indicated below in Section 4.2, the rates shall remain in effect throughout the duration of the Group Contract..

All premiums are due on or before the first day of the month for which coverage is to be provided. Only Members for whom the applicable premium is actually received by Alliant shall be entitled to Covered Services hereunder and then only for a period for which such premium is applicable. If payment for any Member is not made within 31 days of the due date, Alliant may terminate coverage of such Member's Covered Services under this Group Contract. If coverage is terminated under the terms of this provision, the Members will be responsible for payment of all charges for services and supplies at the billed charge rates after the effective date of termination. In addition, no continuation coverage or individual conversion option will be available.



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Section 4.2 Rate Changes. Alliant retains the right to amend the premium rates under this Group Contract on any of the following dates:

- a. Contract Anniversaries, or
- b. Any date on which the extent or nature of the risk under the Group Contract changes, including without limitation based on group experience or demographics, amendment to the Group Contract, amendment to the Employer Group Enrollment Application, amendment to the Certificate of Coverage or by application of any federal or state law or directive. If the federal or state government mandates that a new benefit be included in the package of benefits or a benefit is removed, the Certificate of Coverage shall be amended to add or remove the new benefit, and the premiums shall be adjusted accordingly.

Alliant shall provide Employer with 90 days' written notice of such change in premiums.

Section 4.3 Additions and Terminations. Alliant will bill only full month Premium Rates for additions and terminations of Members during any month as follows:

- a. Additions effective as of the first 15 days of the monthly billing cycle will be billed for a full month's Premium Rate; additions effective after the first 15 days of the monthly billing cycle will result in no Premium Rate billed for that month.
- b. Terminations effective in the first 15 days of the monthly billing cycle will result in no Premium Rate billed for that month; terminations effective after the first 15 days of the monthly billing cycle will result in a full month's Premium Rate being billed.

Section 4.4 Retroactive Adjustments. Employer must notify Alliant in writing within 3 days of the receipt of a completed Employee Enrollment Form and within 3 days of receipt of all termination and change forms. At the discretion of Alliant, retroactive adjustments may be made for any additions and terminations of Members and changes in coverage class not reflected in Employer records at the time the Premium Rates were calculated. However, no retroactive credit will be given for any period which is more than one month prior to the date on which Alliant received notice of termination of the Member or change in coverage class. Additionally, no retroactive adjustment will be made if claims for Covered Services have been made for dates of service subsequent to the requested termination date. Furthermore, by requesting a retroactive termination date, Employer is confirming that there have been no premiums required by the member after the requested retroactive termination date.

Article 5 TERM AND TERMINATION

Section 5.1 Terms. The term of this Group Contract shall run for a period of one year following the Contract Date appearing on the first page of this Group Contract. Unless otherwise terminated in accordance with the Group Contract, the Group Contract shall be automatically renewed for successive one-year terms on each anniversary of the Contract Date, subject to Alliant's then-current premium rates. Alliant shall provide



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Employer with written notice of any change in premium rates, as set forth in Article 4.

Section 5.2 Failure to Pay Premiums. Alliant may terminate the Group Contract if the Employer defaults on paying a premium, as set forth in Article 4. Such right of termination shall be in addition to any other remedies Alliant may have at law or in equity with regard to such default. Policy reinstatement shall be at the discretion of Alliant, subject to Alliant's then-current reinstatement fee.

Section 5.3 Fraud. Upon written notice to the Employer, Alliant may, at its discretion, immediately terminate or rescind this Group Contract for fraud or a material misstatement made in writing and signed by the Contract Holder, or may terminate the coverage of a Member for fraud or material misstatement by such Member relating to coverage under this Group Contract.

Section 5.4 Other Alliant Terminations. In addition to those rights of termination otherwise provided for herein, Alliant may terminate the Group Contract to the extent and in the manner permitted or required under applicable law.

Section 5.5 Termination Without Cause. The Employer may terminate the Group Contract without cause and effective on a premium due date by providing written notice to Alliant at least 60 days prior to such premium due date.

Section 5.6 Effect of Termination of Group Contract. Upon termination, whether by failure to pay premiums or upon written notice, all rights to benefits shall terminate at the end of the period for which all required premiums have been paid. Employer agrees to be responsible for notifying its employees that the Group Contract has terminated. Upon termination, Employer and Members shall be obligated, jointly and severally, to pay to Alliant all billed charges for all health services and benefits received by a Member or a Member's dependent after the Group Contract is terminated. Upon default in making payments, Alliant shall notify Employer and Members of the effective date of termination, and individual conversion coverage will not be available. No termination shall relieve the Employer from any obligation incurred prior to the date of termination of this Group Contract. It is the responsibility of the Employer to notify the Members of the termination of the Group Contract in compliance with all applicable laws. However, Alliant reserves the right to notify Members of termination of the Group Contract for any reason, including non-payment of premium. The Employer shall provide written notice to Members of their rights upon termination of coverage.

Section 5.7 Termination of Member's Coverage. Coverage under this Group Contract will terminate in accordance with Section D, Question 9 of the Employer Enrollment Application or when a Member ceases to meet eligibility requirements. Employer and Members shall be obligated, jointly and severally, to pay to Alliant all billed charges for all health services and benefits received by a Member or a Member's dependent after the eligibility ceases, and Alliant may withhold from or offset any other amounts owed to Member to recover such amount.



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Article 6 THE CONTRACT

Section 6.1 Contract Documents. The parties agree that the entire Group Contract shall consist of the following parts:

- a) This Group Health Care Contract;
- b) The Certificate of Coverage;
- c) The Summary of Benefit and Coverage's for the plan(s) elected by the employer;
- d) the Employer Group Enrollment Form; and
- e) any riders, endorsements, or amendments to the " Certificate of Coverage".

Section 6.2 Amendment of Group Contract. The Group Contract may be amended:

- a) by Alliant upon change in federal or state law or by federal or state directive;
- b) as requested in writing by Alliant and agreed to by Employer; or
- c) as required by Alliant and agreed to by Employer.

To be effective, a change must:

- a) be indicated in an endorsement signed by an officer of Alliant;
- b) in the case of a federal or state law or directive, be shown in an amendment and signed by an officer of Alliant;
- c) in the case of a change required by Alliant, be reflected in an amendment that is signed by an Alliant officer and accepted by Employer. Employer's acceptance shall be demonstrated by payment of a premium by Employer on or after the effective date of such change; or in the case of a change that is requested by Alliant, by an amendment signed by both the Employer and an officer of Alliant. Rates may be amended in accordance with Article 4.

Article 7 GENERAL PROVISIONS

Section 7.1 Material Provided to Employees. For each Member, Alliant shall provide individual identification cards, a Certificate of Coverage document, including a Summary of Benefit and Coverage(s) for the group medical plan offered through Alliant Health Plans, and information on how to search for providers (including a printed directory if requested).

Section 7.2 Payment to Providers. Alliant will assure that every Provider or facility that treats Members will seek reimbursement from Alliant and not from a Member or the Employer, except with respect to Co-Payment/Co-Insurance and other costs and expenses that are required to be paid by Member directly to Provider pursuant to the Certificate of Coverage.

Section 7.3 Records. The parties agree that it is necessary for Alliant to obtain and review certain information about Members in order to meet its obligations under this Group Contract. Alliant is under no obligation to tell, nor obtain the consent of, a Member to obtain such information. Employer agrees to provide any necessary information to Alliant needed to pay the claim. Employer will keep a record of all Members, including key facts about their coverage under the Group Contract. Employer agrees to notify



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Alliant immediately upon any change in any Member's eligibility, including termination of the employee's employment. If Employer fails to notify Alliant of such a change in eligibility, Employer shall be responsible for any benefits provided to any Member on or after the date such Member fails to satisfy the eligibility requirements to be a Member. Alliant agrees to retain in confidence any medical information it possesses concerning a Member, but may release such information to its authorized agents and Participating Providers as necessary to process the claim.

Section 7.4 Independent Contractors. Each party, including its officers, agents, and employees is, at all times, an independent contractor as to the other party. Nothing in this Group Contract shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other.

The relationship between Alliant and Participating Providers is a contractual relationship among independent contractors. Participating Providers are not agents or employees of Alliant nor is Alliant an agent or employee of any Participating Provider.

Participating Providers are solely responsible for any health services rendered to their Member patients. Alliant makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Participating Provider. A Participating Provider's participation may be terminated at any time without advance notice to the Employer or Members.

Section 7.5 Compliance with Terms. Failure to insist upon strict compliance with any term herein (by way of waiver or breach) by either party hereto shall not be deemed to be a waiver of any other term herein or a continuous waiver in the event of any future breach or waiver of any condition hereunder.

Section 7.6 Assignment. This Group Contract may not be assigned, delegated or transferred by either party without the express written consent of the other and such transfer or assignment shall be void except that either party may assign this Group Contract to any affiliated entity that controls, is controlled by, or that is under common control with it now or in the future, or which succeeds to its business through a sale, merger, or other corporate transaction.

Section 7.7 Benefits. This Group Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7.8 Gender and Number. The use of the masculine, feminine, or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership, or other entity.

Section 7.9 Severability. If any portions of this Group Contract shall, for any reason, be invalid or unenforceable, such portions shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect; provided, however, that if the invalid provision is material to the overall purpose and operation of this Group Contract, then this Group Contract shall terminate upon the severance of such provision.

Section 7.10 Governing Law. This Group Contract shall be governed by the laws of Georgia without regard to its choice of law rules.



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Section 7.11 Entire Group Contract. This Group Contract, including all attachment riders, and endorsements attached hereto, represents the entire agreement and understanding of the parties hereto and all prior or concurrent agreements, whether written or oral, in regard to the subject matter hereof, are and have been merged herein.

Section 7.12 Inability to Arrange Services. In the event that due to circumstances not within the reasonable control of Alliant, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Alliant's Participating Providers or entities with whom Alliant has arranged for services under this Group Contract, or similar causes, the rendition of medical or hospital benefits or other services provided under this Group Contract is delayed or rendered impractical, Alliant shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid premiums held by Alliant on the date such event occurs. Alliant is required only to make a good-faith effort to arrange for the provision of services, taking into account the impact of the event.

[END OF CONTRACT LANGUAGE]