

**ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement ("Agreement") is entered into by and between Care Access Health Plan, Inc. ("Plan") and \_\_\_\_\_ ("Group").

Upon payment of the required initial Aggregated Premium by Group this Agreement is deemed effective.

Plan shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under any benefit plan administered through Group or on behalf of any employees of Group. Plan shall not be responsible for fulfilling any duties or obligations of an employer with respect to any benefit plan.

CARE ACCESS HEALTH PLAN, INC. \_\_\_\_\_ (Group Name)

*Gerald Sternstein*

Gerald Sternstein, President

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

By: \_\_\_\_\_

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Care Access Health Plan, Inc.  
801 East Hallandale Beach Blvd.  
Suite 200  
Hallandale Beach, FL 33009

Group Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**ARTICLE I.**  
**GLOSSARY OF DEFINED TERMS**

The terms used in this Agreement have the same meaning given those terms in this Article.

- 1.1 Aggregated Premium. The sum of the Premiums for all Members and dependents enrolled under the Individual Member Contract and Handbook administered as a Group of Individuals hereunder.
- 1.2 Premium. Is the amount a Member and dependent are required to pay Plan after acceptance of an enrollment Application form by Plan, to obtain Covered Medical Services and to continue receiving Covered Medical Services each month under the Individual Member Contract and Handbook.
- 1.3 Member. Is a person who is properly enrolled under an Individual Member Contract and Handbook with Plan, which is subject to administration by Group under this Agreement. The Member is the person (who is not a dependent) on whose behalf the Individual Member Contract and Handbook is issued and who is an employee of Group, or part of an Association, government body or a certain unspecified type of group.

**ARTICLE II.**  
**PREMIUM RATES AND AGGREGATED PREMIUM**

- 2.1 Aggregated Premiums. The sum of the Premiums payable by or on behalf of Members and dependents are specified as those provided in writing by Plan to Group. Plan reserves the right to change the Premiums as described in the Individual Member Contract and Handbook in accordance with Florida Law governing same.
- 2.2 Adjustments. Plan may make retroactive adjustments for any additions or terminations of Members and dependents that are not reflected in Plan's records at the time Plan calculates the Aggregated Premium.
- 2.3 Notice of Changes. The Group shall notify Plan in writing prior to the effective date of the change in the administration for any Member under this Agreement including enrollments, terminations or other changes. Notwithstanding the foregoing, enrollments, terminations or other changes under any Individual Member Contract and Handbook shall be completed and communicated between the Plan and Member/Dependent, as well as the Group.
- 2.4 Payment of the Aggregated Premium. The Aggregated Premium is payable by the Group to Plan as set forth pursuant to the various submitted Applications for enrollment. Aggregated Premium payments shall be accompanied by supporting documentation that states the names of the Members and dependents for which payment is to be made by Group.

- 2.5 Grace Period. A grace period of ten (10) days shall be granted for the payment of any Aggregated Premium, during which time this Agreement shall continue in force. Upon expiration of this grace period, Plan shall have the right to immediately provide written notice directly to all Members and dependents of non-payment by Group, and their right to continuation of coverage outside the Group, or their right to terminate the Individual Member Contract and Handbook.

### **ARTICLE III. TERM AND TERMINATION**

- 3.1 Term. The term of this Agreement shall be for that period of time that any Individual Member Contract and Handbook for any Member or dependent is administered by Group of Individuals hereunder.
- 3.2 Termination of This Agreement. This Agreement shall automatically terminate on the earliest of the dates specified below:
- (a) At Plan's option, to the last paid date of Aggregated Premium if the grace period expires and the Aggregated Premium remains unpaid on the due date.
  - (b) On the date Plan specifies, in written notice to the Group, that this Agreement shall be terminated due to Group's breach of this Agreement.
  - (c) On the date Plan specifies in a written notice to the Group.
- 3.3 Payment and Reimbursement Upon Termination. Upon any termination of this Agreement, the Group shall be and shall remain liable to Plan for the payment of any and all Premiums which are unpaid at the time of termination. Group shall be fully responsible for any and all Premiums that may be delivered to the Group by a Member or dependent for payment to the Plan.

### **ARTICLE IV. GENERAL PROVISIONS**

- 4.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the Plan and Group and supersedes all other agreements relating to this subject matter between Group and Plan, oral or otherwise, regarding the subject matter hereof. The laws of the State of Florida are the laws that govern this Agreement.
- 4.2 Relationship Between Parties. The relationships between Plan and providers contracted with Plan, and relationships between Plan and Group, are solely contractual relationships between independent contractors. Providers and Group are not Plan agents or employees, nor is Plan or any of Plan employees an agent or employee of providers or Group. The relationship between a provider and any Member or dependent is that of

provider and patient. The provider is solely responsible for the services provided to any Member or dependent.

- 4.3 Records. The Group shall furnish and give reasonable access to Plan to inspect all information which Plan may reasonably require with regard to any matters pertaining to this Agreement, and Plan agrees that such information and records will be considered confidential. Plan has the right to release any and all records concerning health care services which are necessary for appropriate medical review or quality assessment, or as Plan is required by law or regulation.
- 4.4 Individual Member Contract and Handbook. In the event of any conflict, inconsistency or omission under this Agreement, the terms and conditions of the Individual Member Contract and Handbook shall prevail and control.
- 4.5 Notice. When Plan provides written notice to Group, that notice is deemed to all affected Members and their dependents. The Group under this Agreement shall be responsible for giving all Notices to all Members and dependents. Any notice sent to Plan under this Agreement shall be addressed as described in the cover page of this Agreement or as changed by Plan, and may also be given at the discretion of the Plan directly to the Member and dependents.