

QCARE Standard Terms and Conditions

(revised 1/21/20)

These Standard Terms and Conditions are a legally binding agreement made by and between the Association for Responsible Alternatives to Workers' Compensation ("ARAWC") and the employer(s) covered by a QCARE Certificate ("you" or "employer(s)"). Accordingly, you confirm that you have the knowledge and authority to answer the statements and questions that are part of the QCARE Certificate process on behalf of the employer(s). You promise and affirm that you will answer the statements and questions that are part of the QCARE Certificate process accurately and truthfully on behalf of the employer(s).

- 1. Services.** ARAWC owns, operates and controls this website and the QCARE Certification Process. This website, interface, and QCARE Certification Process are collectively referred to herein as the "Services."
- 2. Access and use of the site.** The Services are intended to be used by representatives of employers that are interested in receiving a QCARE Certificate. To begin use of the Services, you will be asked to provide contact information. If you do not have the authority or the knowledge to assess and determine whether your employer(s) meets all the QCARE Requirements set forth in Appendix A, please do NOT use the Services.
- 3. Compliance with these [QCARE Trademark and Branding Guidelines](#).** If you do not have the authority or knowledge to assess and determine whether your employer(s) can abide by the QCARE Trademark and Branding Guidelines, please do not use the Services.
- 4. Notification to ARAWC of any cessation in compliance with the QCARE certification requirements,** including any final determination by a state or federal regulatory or judicial authority of a failure to comply during the certification term.
- 5. Compliance with any reasonable request of the QCARE Committee** in the administration and maintenance of the QCARE certification and brand, including, but not limited to, a request for additional information to confirm compliance with the QCARE requirements, as described and subject to the limitations in Section VI ("Verification and Audit") below.
- 6. Acknowledgement of the Duration of Certification and Agreement.** Certificate is valid for 1 year from the date granted. After this one (1) year term, your employer must reapply for the Certificate of QCARE Designation. These Standard Terms and Conditions shall remain in

effect at all times until you cease using the QCARE website and the QCARE Certificate for the covered employer(s) has expired or been terminated.

- 7. Acknowledgement of No Guarantee of Compliance.** Neither ARAWC nor this QCARE certification process guarantee any particular employer program is in compliance with any state or federal law or best practice, nor shall the certification provide any guarantee of program performance.
- 8. Participation in Certification Counter.** The website will maintain a counter indicating the number of Texas injury benefit programs that have received the QCARE certification. An employer receiving a QCARE Certificate shall be counted in this running tally even if it has elected to not be included on the publicly available Employer Registry.
- 9. Violation of these terms and conditions.** You agree that ARAWC may, in its sole discretion and without prior notice, terminate your access to the Services and/or your QCARE Certificate for violation of these terms and conditions.
- 10. Modification or termination of the site.** ARAWC may, in its sole and absolute discretion and without any liability, change, discontinue, make improvements to, modify, or suspend, any aspect or all of the Services, temporarily or permanently, at any time for any reason without prior notice.
- 11. Updates.** ARAWC reserves the right, at its sole discretion, to make changes to portions or all of these Terms and Conditions at any time. You are responsible for checking these Terms and Conditions periodically for changes. Your continued use of the Services means that You agree to any new or modified provision of these Terms and Conditions.
- 12. Contact information.** If you have any questions or concerns related to this Terms and Conditions, please contact us at info@arawc.com.
- 13. Authorized Representative.** For purposes of this agreement, "Authorized Representative" means a person authorized to act on behalf of a Texas injury benefit program or the employer program sponsor. An Authorized Representative may include an insurance company, insurance program manager, insurance agent or broker of record, designated legal professional or other service provider specifically authorized by the employer sponsoring the Texas injury benefit program.

APPENDIX A
QCARE REQUIREMENTS

- 1. Awareness of Negligence Liability Exposure**
 - More incentive for workplace safety and employee care
- 2. Compliance with State Law Employee Notices and Filings**
 - By all designated legal entities
- 3. Defined Injury Benefits**
 - Medical, wage replacement, death and dismemberment
- 4. Fair, Well-Communicated Injury Reporting Standards**
 - Specified timeframe
 - Communicated to employees
 - Triggered by knowledge
 - Good cause exception
 - Administered by fiduciary
- 5. Broadly Defined Covered Injuries**
 - Accidents, occupational disease and cumulative trauma
- 6. Benefits Paid Without Regard to Fault**
 - Of the employee, employer or a third party
- 7. Employer Pays 100% of Cost from Date of Hire**
 - No co-pays, deductibles, co-insurance, payroll deduction or other contribution for employees to participate
- 8. Compliance with ERISA federal employee benefit laws**
 - Widely-utilized and accepted in other employer-sponsored benefit plans
 - Reporting, communication, fiduciary obligation and claim payment consistency
- 9. Broad Insurance Coverage**
 - For benefits, employer liability and expenses
- 10. Approved Claims Administration**
 - Insurer, licensed TPA, or adjusters approved by insurer