



NETWORK PLAN GROUP MEMBERSHIP AGREEMENT

Company Name: _____ **Contact Person:** _____

Address: _____ **Contact Email:** _____

City, State & Zip: _____

Telephone: _____ **Fax:** _____

Nature of Business: _____

Requested Start Date: _____ **Next Open Enrollment Period:** _____

Waiting period for new employees: _____ **Total Number of eligible employees:** _____

This Agreement is made by and between Solera Insurance & Financial Services, Inc. hereinafter referred to as "Solera", and _____ hereafter referred to as "Group". Whereby Group wishes to purchase a discount, fee-for-service network dental, vision, and/or pharmacy plan, hereinafter referred to as ("Plan"). This effective date of this agreement is _____.

1. **GENERAL PURPOSE:** Plan was established to provide a wide range of dental, vision, or pharmacy services to Members participating in its programs.
2. **DEFINITIONS:**
 - a. "Plan" shall mean a discount, fee-for-service network dental plan. Plan is not insurance.
 - b. "Group" shall mean the organization or employing company with which the employee is associated and which has executed this Group Membership Agreement.
 - c. "Employee" shall mean an individual associated with Group and in whose name enrollment is completed.
 - d. "Member" shall mean any individual employee, spouse and/or all legal dependents entitled to receive services by reason of this Agreement for Plan.
 - e. "Participating Professional" shall mean a professional contracting with Plan to provide dental, vision or pharmacy services for Members.
 - f. "Membership Dues" shall mean amounts payable on a monthly basis by or for the Member of Plan as set forth in this Agreement.
 - g. "Member Cost" shall mean any amounts payable by Members directly to the Participating Professional at the time service is rendered.
 - h. "Open Enrollment" shall mean the anniversary date each year, as open enrollment is held to enroll non-enrolled Employees.
3. **ELIGIBILITY AND MEMBERSHIP:** Following the effective date of this Agreement, enrollment is open to full-time and part-time employees. Eligible dependents include all residents in the household including children, parents, relatives, significant others, and all other permanent residents of the household. All listed dependents must reside at the same residence at the address listed on the primary members enrollment form except in the case of a full-time student that lives outside the household.
4. **TERM OF AGREEMENT:** Services under this Agreement shall be for twelve months from the requested start date indicated above and shall automatically renew for subsequent twelve-month terms thereafter unless Solera receives a 30-day written notice from Group.
5. **EFFECTIVE DATE OF AGREEMENT:** Employees who have applied for membership, paid the appropriate Membership Dues, and submitted the Employee enrollment form prior to the end of the month shall be eligible for benefits commencing on the first day of the following month.
6. **MONTHLY COSTS PAYABLE TO SOLERA AND AMOUNTS DUE TO PARTICIPATING PROFESSIONALS:** Billing statements are sent one month in advance, as all monthly monies billed to Group by Solera for Plan each month are payable on or before the 20th day of the month prior to the month in which services may be rendered by a Participating Professional. All Member Costs which are associated with any services provided by a Participating Professional are payable directly to the Participating Provider at the time services are rendered.
7. **CHANGE IN SERVICE:** Solera reserves the right to change the service without notice or change Member Costs with 30 days written notice.
8. **SERVICES PROVIDED:** Services provided under this Agreement are limited to Participating Professionals. No services performed by a non-participating provider will be paid for by Plan. Services provided under Plan are limited. Plan does not guarantee that all services offered by Participating Professional are discounted under Plan. Members should discuss discounts offered under Plan before services are performed by Participating Professional.
9. **TERMINATION:** Benefits shall cease with respect to a Member upon any of the following events:
 - a. On the date of the expiration of the period for which the last payment was made (30-day written notice required).
 - b. Upon the date of entry into full-time military service.
 - c. In the event Membership Dues are delinquent, services and benefits under the Plan shall be suspended effective on the last day of the month during which Membership Dues are paid in full.
 - d. On the date of expiration of this Agreement if Group terminates Agreement according to Section 4 above.
 - e. Employee no longer meets eligibility requirements.
 - f. Member permits unauthorized use of membership card.

10. SERVICES NOT COVERED: Services, which in the opinion of the Participating Professional, are not necessary for the Member's health, or are contrary to professional ethics. Any procedure of experimental nature. Service for injuries of conditions which are covered under Worker's Compensation or Employer Liability Laws. Services that require the services of a non-participating professional. Any services performed by any provider who is not a Participating Professional.
11. GENERAL PROVISIONS:
- a. This agreement and any exhibits hereto constitute the entire contract between Solera and Group.
 - b. At any time, a Participating Professional may be eliminated from the respective network in which they are associated.
 - c. Participating Professionals are subject to change without notice and programs may vary in some states. This is a discount membership program only, not insurance, and may be discontinued or modified at any time.
 - d. Any provision of this Agreement, which on its effective date is in conflict with the statutes of the State of Colorado, is hereby amended to conform to the minimum requirements of such statute.
 - e. In the event of any controversy between Group or Member and Solera, its agents and its employees, as participants of the Plan, as individuals or otherwise, shall be conducted and governed by the provisions of Colorado Code of Civil Procedure and shall be binding upon parties hereto.
 - f. Solera is not a licensed insurer, health maintenance organization, or other underwriter of health services. No portion of any fees will be reimbursed or otherwise paid.
 - g. Plan is a referral and discount program and does not warrant professional services. Solera is not responsible for the quality of care received under Plan. Solera makes no warranties, express or implied, concerning services or care provided by Participating Professionals.

12. GROUP CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 20____

Selling Broker

Group

Plan Representative (Agent/Broker) Signature

Group Representative (Employer) Signature

Solera Insurance & Financial Services, Inc.

Solera Representative Signature