



GROUP CONTRACT

SUPERIOR VISION OF TEXAS

11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670
1-800-507-3800

from  **VersantHealth™**

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Superior Vision of Texas' toll free telephone number for information or to make a complaint at:

1-800-507-3800

You may also write to Superior Vision of Texas at:

11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM CLAIM OR DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact Superior Vision of Texas first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Superior Vision of Texas' para informacion o para someter una queja al:

1-800-507-3800

Usted tambien puede escribir a Superior Vision of Texas al:

11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, Texas 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.state.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Superior Vision of Texas primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SUPERIOR VISION OF TEXAS

and

BURLESON ISD

GROUP CONTRACT

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PLEASE READ THIS CONTRACT CAREFULLY. This is a legal contract between Block Vision of Texas, Inc. d/b/a Superior Vision of Texas (“Superior Vision of Texas”) and the above-listed Group.

IMPORTANT CANCELLATION INFORMATION. Please read the provision entitled Cancellation / Termination, found on page 3.

Superior Vision of Texas and Burleson ISD ("Group") hereby promise and agree that Superior Vision of Texas shall provide or arrange for the provision of vision care Covered Services to Members affiliated with the Group in accordance with this Agreement and the attached Member Certificate, which is incorporated into and made a part of this Group Contract. All of the defined terms in the Member Certificate have the same meaning in this Group Contract.

1. **COVERAGE TYPE:** Plan Code L0030

2. **PREMIUMS:**

(A)	Subscriber	\$ <u>10.30</u>	per Member per month
	Subscriber/Spouse	\$ <u>17.58</u>	per Member per month
	Subscriber/Child(ren)	\$ <u>18.62</u>	per Member per month
	Subscriber/Family	\$ <u>27.30</u>	per Member per month

All premiums for the initial month of coverage shall be remitted by the Group to Superior Vision of Texas on the 15th of the month preceding the initial month of coverage, accompanied by a list of persons to be covered hereunder. On or about the 15th day of each calendar month thereafter, Superior Vision of Texas will send the Group an alphabetized list of Subscribers and a bill for the next month's coverage. On or before the 1st day of each month of coverage, the Group shall remit the total Premium to Superior Vision of Texas. Premiums are guaranteed for the initial contract term of 24 months. However, Premiums may be adjusted at any time by Superior Vision of Texas upon sixty (60) days notice to the Group if, in Superior Vision of Texas' sole opinion, its liability (e.g., for taxes or services (coverage)) is altered by any state or federal law, which notice shall set forth the amount of the increase and the date on which the increase will take effect.

(B) A grace period of 30 days will be granted for the payment of each premium falling due after the first premium. During the grace period, the contract shall continue in force. A charge may be added to the premium by Superior Vision of Texas for late payment received within the grace period. If payment is not received within the 30 days, coverage may be canceled after the 30th day and the terminated Members may be held liable for the cost of services received during the grace period.

(C) In addition to any other premiums for which the Group is liable, the Group is liable for a Member's premiums from the time the Member is no longer part of the Group eligible for coverage under this Group Contract until the end of the month in which the Group notifies Superior Vision of Texas that the Member is no longer part of the Group eligible for coverage under this Group Contract. The Member remains covered by this Group Contract until the end of that period.

3. TERM:

The initial Effective Date of coverage shall be February 1, 2010. The term of this Group Contract shall begin on that date and continue for 2 year(s) thereafter, unless sooner terminated in accordance with this contract or the Member Certificate.

4. CONTRACT ADMINISTRATION:

- (A) The Group will cooperate with Superior Vision of Texas with respect to Superior Vision of Texas' enrolling persons eligible to enroll hereunder and in obtaining authorized payroll withholding from Subscribers to the extent applicable. The Group shall provide Superior of Texas with an updated list indicating Members to be added or deleted on a monthly basis.
- (B) Superior Vision of Texas shall receive copies from the Group of all signed enrollment and/or change forms; shall be permitted to inspect the Group's records for information pertaining to eligibility, enrollment, and payment of Premiums hereunder; and shall be permitted to make copies thereof at any reasonable time upon reasonable prior notice to the Group.

5. CANCELLATION / TERMINATION

- (A) Coverage under this Contract may be canceled by Superior Vision of Texas under the following circumstances:
 - 1. For a Member, in the case of:
 - (a) nonpayment of amounts due under the contract, coverage may be canceled after not less than 30 days' written notice, except no written notice will be required for failure to pay premium;
 - (b) fraud or intentional misrepresentation of a material fact, except as described in section 11, coverage may be canceled after not less than 15 days' written notice;
 - (c) fraud in the use of services or facilities, coverage may be canceled after not less than 15 days' written notice;
 - (d) failure to meet eligibility requirements, coverage may be canceled immediately, other than the requirement that the Subscriber reside, live or work in the Service Area, subject to applicable continuation of coverage provisions;
 - (e) misconduct detrimental to safe plan operations and the delivery of services, coverage may be canceled immediately;
 - (f) failure of the Member and a Provider to establish a satisfactory patient-provider relationship if it is shown that Superior Vision

of Texas has provided the Member with the opportunity to select an alternative Provider, the Member is notified in writing at least 30 days in advance that Superior Vision of Texas considers the patient-Provider relationship to be unsatisfactory and specifies the changes that are necessary in order to avoid termination, and the Member has failed to make such changes, coverage may be canceled at the end of the 30 day period; or

- (g) failure of the Subscriber to reside, live or work in the Service Area, after 30 days' written notice, provided that coverage for a child who is the subject of a medical support order will not be canceled for failure to reside, live or work in the Service Area.

2. For a Group, in the case of:

- (a) nonpayment of premium, after the end of the thirty (30) days grace period described in Section 2(B) hereof, but the Group shall remain liable for premiums accrued during this 30 day period;
- (b) fraud on the part of the Group, after 15 days' written notice;
- (c) Group's failure to meet the qualifying participation or contribution requirements for a period of at least six consecutive months. Superior Vision of Texas may terminate coverage upon the first renewal date following the end of the six-month consecutive period during which the qualifying participation or contribution requirement was not met; or
- (d) Group no longer having any Member that resides, lives or works in the Service Area, after 30 days' written notice.

- (B) Either the Group or Superior Vision of Texas may terminate this Contract effective as of any Renewal Date, by providing at least sixty (60) days' prior written notice to the other party. In the case of a material change by Superior Vision of Texas to any provision of this Group Contract, Group may cancel this Group Contract after not less than 30 days' written notice to Superior Vision of Texas.

6. RENEWAL

Upon expiration of the original term, this Contract shall be automatically renewed on an annual basis effective on the Renewal Date, unless otherwise terminated in accordance with Section 5 hereof. Except as otherwise herein provided, each amendment to this Contract, including a change in Premiums or Covered Services, proposed by either party in writing at least sixty (60) days prior to the Renewal Date shall become effective on that Renewal Date.

7. ASSIGNMENT

The Group shall not assign this Contract or its rights hereunder nor delegate its duties hereunder without the prior written consent of Superior Vision of Texas.

8. AMENDMENT

Except as otherwise provided, this Contract may be amended only in writing signed by both parties. All amendments thereafter shall be attached hereto and made a part of this Contract. To be valid, any amendment must be approved by an officer of Superior Vision of Texas. No agent (other than an officer of Superior Vision of Texas) has the authority to amend this Contract on behalf of Superior Vision of Texas or waive any of its provisions.

9. ENTIRE CONTRACT

This Contract, including the attached Member Certificate and any amendments thereto, and the Group Application, represents the entire agreement between the parties with respect to the subject matter. The invalidity or unenforceability of any Section or sub-Section of this Contract shall not affect the validity or enforceability of the remaining Sections or sub-Sections hereof.

10. GOVERNING LAW

This Contract shall be construed for all purposes as a legal document and shall be interpreted and enforced in accordance with pertinent laws and regulations of the State of Texas. If this Contract or the Membership Certificate contains any provision not in conformity with Texas law, it shall not be rendered invalid but shall be construed and applied as if it were in full compliance with such law.

11. INCONTESTABILITY

All statements made by a Subscriber on the enrollment application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of the Subscriber's knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew an enrollee's coverage or reduce benefits unless: (i) it is in a written enrollment application signed by the Subscriber; and (ii) a signed copy of the enrollment application is or has been furnished to the Subscriber or the Subscriber's personal representative. Superior Vision of Texas may only contest coverage because of fraud or intentional misrepresentation of material fact on the enrollment application.

Superior Vision of Texas may increase its Premium to the appropriate level if Superior Vision of Texas determines that Subscriber made a material misrepresentation on the application. Superior Vision of Texas must provide the Group thirty-one (31) days prior written notice of any Premium rate change pursuant to this Section.

12. MEMBER CERTIFICATE

The Covered Services (Benefits) as well as any applicable exclusion, the Continuation of Benefits provisions, and the grievance procedures are described in the Member Certificate. Superior Vision of Texas will provide the Group with the Member Certificate to be delivered to each Subscriber. Any direct conflict between the Group Contract and the Member Certificate will be resolved according to the terms which are most favorable to the Subscriber.

13. ELECTRONIC DELIVERY.

The parties agree that this Group Contract, the Member Certificate including the attachments thereto, and any other plan documents or notices may be delivered electronically. Group agrees to deliver the Member Certificate including the attachments thereto and any other plan documents or notices to Subscribers.

14. COUNTERPARTS BY FACSIMILE OR EMAIL

This Group Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. To the extent any counterpart to this Group Contract is delivered by facsimile machine or electronic mail it shall be treated in all manner and respects as an original signed version thereof.

BLOCK VISION OF TEXAS, INC.
D/B/A SUPERIOR VISION OF TEXAS

By: _____

Title: Sr. Vice President

Date: _____

Address/Telephone/Fax/Email

Address:

11090 White Rock Road, Suite 175

Rancho Cordova, CA 95670

Attention: Commercial Group Administration

Telephone: 1-800-507-3800

Facsimile: 1-916-852-2290

Email: commercialgroupadmin@superiorvision.com

GROUP

Name: Burleson ISD

By: _____

Title: _____

Date: _____

Address/Telephone/Fax/Email

Address:

2121 N. Glenville Drive

Richardson, Texas 75082

Attention: Alicia Boothe

Telephone: (469) 385-4640

Facsimile:

Email Address:

Attachment

BURLESON ISD

MEMBER CERTIFICATE

(Attach here a copy of the applicable Member Certificate.)