

Exec-U-Care Gold Participation Agreement

The undersigned Employer hereby requests that each of its employees insured by Exec-U-Care Medical Reimbursement Insurance (hereinafter called "Insured Employees") and their eligible Dependents be covered by the Exec-U-Care Gold Prescription Drug Program (hereinafter called "Exec-U-Care Gold"), which is administered through CVS Caremark.

Exec-U-Care Gold is accepted by pharmacies that are members of the Caremark system (hereinafter called "Member Pharmacies"). Upon an Insured Employee's or the Insured Employee's eligible dependents' submission of the Exec-U-Care Gold card to a Member Pharmacy, benefits will be provided by the Member Pharmacy as outlined in the Plan description.

In return for Exec-U-Care's providing coverage to Insured Employees and their eligible Dependents under Exec-U-Care Gold, the Employer agrees to the following:

1. Application can be made by the Employer to cover only Insured Employees and their eligible Dependents under Exec-U-Care Gold.
2. The Employer shall be legally responsible for all charges due on Exec-U-Care Gold cards issued to the Employer's group, and the Employer shall pay Exec-U-Care for all such charges.
3. All payments made by the Employer to Exec-U-Care for whatever reason shall first be applied to satisfy charges due on Exec-U-Care Gold Cards issued to the Employer's group.
4. Exec-U-Care Gold benefits are "Medical Expenses," as defined in the Exec-U-Care Group Insurance Certificate and , as such, Exec-U-Care Gold benefits are subject to all terms, conditions, and limitations of the Group Insurance Certificate. (Consult your Exec-U-Care Group Insurance Certificate for policy terms, conditions, and limitations.)
5. Exec-U-Care may terminate an Employer's Exec-U-Care Gold coverage for the entire Employer group or for any Insured Employee and their eligible Dependents at any time without prior notice. Upon the Employer's receipt of an Exec-U-Care Gold termination notice, or upon expiration of Exec-U-Care Gold cards, the Employer shall immediately collect Exec-U-Care Gold cards from any Insured Employees affected by the termination notice or the expiration and immediately return those cards to Exec-U-Care.
6. In the event an Insured Employee terminates employment with the Employer or for any reason loses coverage under Exec-U-Care Gold because of failure to satisfy Employer eligibility rules, the Employer shall immediately collect the Exec-U-Care Gold card from the Insured Employee and immediately return the card to Exec-U-Care.
7. Charges covered under Exec-U-Care Gold that are eligible for reimbursement under the Employer's underlying medical plan (Base Health Plan) will not be applied towards an Employer's satisfaction of the Exec-U-Care maximum cost. However, charges properly covered under Exec-U-Care Gold that are not eligible for reimbursement under the Employer's underlying medical plan (Base Health Plan) will be applied towards an Employer's satisfaction of the Exec-U-Care maximum cost.
8. This Agreement sets forth all the conditions, promises, agreements and understandings between the Employer and Exec-U-Care with respect to Exec-U-Care Gold and there are no promises, agreements, conditions, or understandings, either oral or written, between the Employer and Exec-U-Care concerning the Exec-U-Care Gold other than as set forth herein. All questions concerning the validity, construction, and administration of this Agreement shall be determined in accordance with the laws of the State of Iowa. If any term or provision of this Agreement is held by any court or governmental authority to be invalid, the validity of the remaining terms and provisions hereof shall not be affected thereby.
9. The Employer agrees to authorize Exec-U-Care to withdraw funds via ACH withdrawals twice monthly (see Authorization for Electronic Funds Transfer). The Employer agrees that its failure to maintain the funding amount as required may result in Exec-U-Care Gold cards being suspended.

Employer Name: _____

Address: _____

Telephone: _____

The Undersigned on behalf of the Employer agrees to the terms of this Participation Agreement and confirms that he/she is authorized to sign this Agreement on behalf of the Employer.

By: _____

Title: _____

Date: _____

EXEC-U-CARE®

Authorization for Electronic Funds Transfer

This form allows Exec-U-Care to withdraw funds from the account indicated below.

Company Name: _____ Employer EIN: _____

Electronic Funds Transfer Contact Name: _____

I hereby authorize Exec-U-Care to initiate variable debit entries on, or around the 10th and 25th of the month to my financial institution listed below:

_____ Checking Account or _____ Savings Account

Please debit my account for: **Exec-U-Care Premiums**

Account Number: _____

Financial Institution: _____

Branch: _____ City: _____ State: _____

Bank Routing Number: _____

Depositor authorizes Exec-U-Care to present automated debits from the above listed account as required to perform their responsibilities related to processing the Depositor's benefit program. This authorization will remain in effect until revoked by the Depositor in writing and until Exec-U-Care actually receives such notice, Depositor agrees that you shall be fully protected in honoring any such ACH transaction. Depositor agrees that your treatment of each such ACH transaction and your rights in respect to it shall be the same as if it were a check signed by Depositor.

Please update your ACH filter on the above account to grant access to Exec-U-Care. The Exec-U-Care identification number is: 1133109248 .

Signature: _____ Date: _____

****An actual voided check must be attached****

Staple voided check here

This form will not be processed without a voided check

Fax or mail to:
319-354-5204
Exec-U-Care
PO Box 4540
Iowa City, IA 52244