



350 W. Washington St. Tempe, AZ 85281  
Phone: (602) 266-5303 ♦ Fax: (602) 266-5254

**UNITED PET CARE LLC.  
GROUP MEMBERSHIP AGREEMENT**

THIS GROUP MEMBERSHIP AGREEMENT is made and executed this 6th day of September, 2022, by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereafter referred to as "Member Group"), and United Pet Care, LLC (hereafter referred to as "Program"). The effective date of the GROUP MEMBERSHIP AGREEMENT shall be January 1, 2023.

The ADDENDUM is an integral part of the GROUP MEMBERSHIP AGREEMENT and should be read in conjunction with the rest of the GROUP MEMBERSHIP AGREEMENT.

The address and telephone number of the principal administrative office of the Program is:  
350 W. Washington St. Ste. B101 Tempe, AZ 85281 (602) 266-5303

**PART I – MEMBERSHIP RULES**

- A. Persons eligible to become MEMBERS include any person who:
- (1) Is an active employee of, or affiliate with, a MEMBER GROUP.
  - (2) Has enrolled in the PROGRAM on a United Pet Care, or MEMBER GROUP enrollment form.
  - (3) Resides or works within PROGRAM'S service area or in an area where the PROGRAM has entered into a GROUP MEMBERSHIP AGREEMENT.
  - (4) ALL MEMBERS for whom the appropriate FEE is paid shall be eligible commencing on the 1st day of the month.
- B. Membership in the United Pet Care Program is an ANNUAL membership, unless the employee no longer has their pet or is termed. If termed, the Program is portable.

**PART II – MEMBER PAYMENT SCHEDULE**

- A. The MEMBER GROUP includes members who reside in any state where Program has a Program veterinarian. Members are entitled to veterinary services as set forth in the SCHEDULE FOR MEMBERS, which is incorporated in Schedule(s) For Members **Preferred, Select, and Partner**, WHICH ARE INTEGRAL PARTS OF THE GROUP MEMBERSHIP AGREEMENT AND SHOULD BE READ IN CONJUNCTION WITH THE REST OF THE GROUP MEMBERSHIP AGREEMENT

This Schedule establishes the veterinary services, which are available to MEMBERS without charge, and those services for which MEMBERS are obligated to pay the PROGRAM VETERINARIAN a MEMBER PAYMENT. The amount of such MEMBER PAYMENT, which the PROGRAM VETERINARIAN is permitted to charge MEMBERS for specific veterinary services, is set forth under the definition of 'MEMBER PAYMENT.' Services provided by a Veterinary Practice with Special Areas of Interest will be paid for by the PROGRAM MEMBER as set forth under the definition of PRACTICES WITH SPECIAL AREAS OF INTEREST.

- B. To make an appointment, MEMBERS must contact the PROGRAM'S VETERINARY OFFICE which they have selected. The first appointment scheduled will usually be for the purpose of an annual examination and annual vaccines. MEMBERS must pay MEMBER PAYMENTS listed in their SCHEDULE directly to the veterinary office where and when treatment is received.  
Members MUST UTILIZE a PROGRAM VETERINARIAN.
- C. Out of Network Emergencies are excluded.

**PART III – CHOICE OF PARTICIPATING VETERINARIAN / VETERINARY OFFICE**

- A. Each MEMBER must select a VETERINARIAN from among the PROGRAM VETERINARIANS for the MEMBERS PETS. In order for veterinary care to be provided under the program, a selection must be received from the selected PROGRAM VETERINARIAN except for EMERGENCY CARE or Areas of Special Care veterinarians.

MEMBER'S PETS within a family must use the same PROGRAM VETERINARIAN. The PROGRAM can assist the MEMBER in selecting a PROGRAM VETERINARIAN when requested. Information regarding the location and hours of PROGRAM VETERINARIAN may be obtained by calling the PROGRAM Veterinary office.

- B. The PROGRAM reserves the right at its sole discretion to reassign MEMBERS, at any time, TO A DIFFERENT program veterinarian of the MEMBER'S choice.
- C. MEMBERS may change PROGRAM VETERINARIAN effective the first (1<sup>st</sup>) day of any month and approved by the PROGRAM. However, no such reassignment shall be made unless the MEMBER has satisfied all sums owed to the previous PROGRAM VETERINARIAN as a result of veterinary services provided by that PROGRAM VETERINARIAN.

#### **PART IV – RENEWAL PROVISIONS**

- A. After the expiration of the plan year, the GROUP MEMBERSHIP AGREEMENT shall remain in force and shall continue annually, unless notice of cancellation shall be given/received by MEMBER GROUP and/or PROGRAM. Written notification should be provided 30 days prior to intent to cancel. The PROGRAM shall give the MEMBER GROUP 30 days' written notice of any intended rate increases, schedule changes or member payment which will take effect upon the anniversary of the effective date.

#### **PART V – INDIVIDUAL CONTINUATION OF MEMBERSHIP**

- A. Any MEMBER who becomes ineligible for GROUP MEMBERSHIP or whose GROUP MEMBERSHIP AGREEMENT terminates may continue membership on an individual basis. Notice of termination of employment should be provided to United Pet Care as soon as possible, but no later than the twenty-fifth (25<sup>th</sup>) of the current month in order for cancelation to be effective the first (1<sup>st</sup>) of the following month, as we pay our veterinary providers for each employee's pet on the 26<sup>th</sup> of each month.

#### **PART VI – TERMINATION OF MEMBERSHIP**

- A. MEMBERSHIP for MEMBER shall cease upon the expiration of GROUP MEMBERSHIP AGREEMENT or the failure of the MEMBER GROUP to pay the FEE to the PROGRAM.
- B. In the event of termination of this GROUP MEMBERSHIP AGREEMENT due to non-payment, notice of termination shall be mailed to the MEMBER GROUP at the MEMBER GROUP'S address of record. Notice of intent to cancel shall be given/received by MEMBER GROUP and/or PROGRAM 30 days prior to intent to cancel.

#### **PART VII – FEE**

- A. THE FEE SCHEDULE IS AN INTEGRAL PART OF THIS GROUP MEMBERSHIP AGREEMENT AND SHOULD BE READ IN CONJUNCTION WITH THE REST OF THE GROUP MEMBERSHIP AGREEMENT. THE RATES ARE GUARANTEED FOR THE PROPOSED CONTRACT PERIOD.

<b>MEMBER MONTHLY SCHEDULES</b>	
<b>NO. OF PETS</b>	<b>PREFERRED</b>
1 Pet	\$ 12.50
2 Pets	\$ 24.20
3 Pets	\$ 35.60
Add' 1 Pet	\$ 11.30

All MEMBERS' services commence on the first day of the month prior to the billing date. MEMBER GROUP will receive billing on or about the 1<sup>st</sup> of each/every month. The PROGRAM must receive the monthly payment on or before the 30th day after MEMBER GROUP's receipt of billing from PROGRAM to insure availability for service. Such payments shall be made at or sent to:



UNITED PET CARE LLC  
6232 N. 7th ST Suite 202  
Phoenix, AZ 85014

- B. Payments received by the PROGRAM or its authorized agent will make MEMBERS of the MEMBER GROUP eligible for membership commencing on the first of the month.

PART VIII - LIABILITY OF MEMBERS

- A. In the event a MEMBER utilizes a veterinarian with whom the PROGRAM does not have a contract the MEMBER will be liable to such for the costs of any services rendered.

PART IX - TERMINATION OF PROGRAM VETERINARIAN

Should, during the term of this GROUP MEMBERSHIP AGREEMENT, any PROGRAM VETERINARIAN selected by a MEMBER be terminated, notice of the termination shall be provided to the MEMBERS who have selected the terminated PROGRAM veterinarian. The PROGRAM will assist the MEMBERS in selecting another PROGRAM veterinarian.

PART X - GENERAL PROVISIONS

- A. The GROUP MEMBERSHIP AGREEMENT, including the ADDENDUM and any amendments thereto, constitute the entire GROUP MEMBERSHIP AGREEMENT between the parties.
- B. This GROUP MEMBERSHIP AGREEMENT replaces all other agreement, if any, between the parties.
- C. Any notice under the GROUP MEMBERSHIP AGREEMENT may be given by United States mail, postage paid, addressed as follows:
1. If to a MEMBER, to the latest address provided for the MEMBER on completed enrollment or change form delivered to the MEMBER GROUP.
  2. If to the MEMBER GROUP:

City of Santa Ana  
Member Group Name

20 Civic Center Plaza  
Address

Santa Ana, CA 92701  
City, State, Zip

- D. This GROUP MEMBERSHIP AGREEMENT shall remain in force and in effect for one year from the January 1, 2023 effective date.

IN WITNESS WHEREOF, this GROUP MEMBERSHIP AGREEMENT has been executed as of the day and date first above written.

MEMBER GROUP:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Approved as to form:

Ryan O. Hodge  
Ryan O. Hodge  
Assistant City Attorney

PROGRAM:

UNITED PET CARE LLC

By: Pamela

Title: Broker Account Manager



**ADDENDUM**  
**DEFINITION OF TERMS**

- A. PET includes any pet (dog, cat, bird, ferret, rabbit, pocket pet, reptiles or equine) living in the household.
- B. MEMBER PAYMENT is the fee paid by a MEMBER for a veterinary procedure or service, to a PROGRAM VETERINARIAN whose fee is provided for in the PROGRAM Schedule.
- C. VETERINARIAN means a licensed veterinarian who performs a service under this GROUP MEMBERSHIP AGREEMENT; and where required to cover by law, any other licensed veterinarian who: (a) is acting within the scope of his/her license; and (b) performs a service which is stipulated under this GROUP MEMBERSHIP AGREEMENT when performed by a veterinarian.
- D. VETERINARY OFFICE means the offices of a PROGRAM VETERINARIAN selected by the PROGRAM to provide veterinary services for any MEMBER.
- E. ELECTIVE PROCEDURES means veterinary procedures, which are unnecessary to the health of the pet, as determined by a PROGRAM veterinarian.
- F. EMERGENCY CARE means services rendered for alleviation of severe pain or bleeding and/or immediate diagnosis and treatment, which if not, lead to disability, dysfunction or death.
- G. GROUP MEMBER AGREEMENT refers to this Agreement between PROGRAM and MEMBER GROUP, which establishes the terms and condition, which govern the schedule made available to any MEMBER by the PROGRAM.
- H. MEMBER means any person who is enrolled under the GROUP MEMBERSHIP AGREEMENT and is entitled to the schedule available under the GROUP MEMBERSHIP AGREEMENT in return for the payment required to be made to the PROGRAM under the GROUP MEMBERSHIP AGREEMENT.
- I. PROGRAM is United Pet Care, L.L.C.
- J. PROGRAM VETERINARIAN refers to a VETERINARIAN licensed by the State of California, who has a contract with the PROGRAM to render services to any MEMBER in accordance with the provisions of the GROUP MEMBERSHIP AGREEMENT in which a MEMBER is enrolled.
- K. MEMBERSHIP FEE is the amount payable in advance to the PROGRAM each month by the MEMBER GROUP to obtain services provided under the GROUP MEMBERSHIP AGREEMENT.
- L. SERVICE AREA refers to the geographical area of the United States.
- M. PRACTICES WITH SPECIAL AREAS OF INTEREST refers to a reduced professional fee negotiated between the PROGRAM and a veterinarian practice with Special Areas of Interest for the schedule of PROGRAM MEMBERS who will be paying the fee. The fee is expressed as a reduced percentage of the veterinarian practice with Special Areas of Interest USUAL AND CUSTOMARY CHARGE or at a set amount.
- N. MEMBER is an individual whose employment or other status is a basis for eligibility for Membership in the PROGRAM.
- O. MEMBER GROUP is the organization or company, which has entered into a GROUP MEMBERSHIP AGREEMENT with the PROGRAM under which benefits are made available to group MEMBERS, and which is responsible for payment of MEMBERSHIP FEE on a monthly basis to the PROGRAM.
- P. EXCLUSIONS; SCHEDULE FOR MEMBERS
  - 1. Services which are of a degree of complexity as cannot be performed by the professionals within the **United Pet Care** Veterinary Group.
  - 2. Veterinary services not specifically described in the Schedule.
  - 3. Visits to or services performed by a veterinarian not part of the United Pet Care Veterinary Group.
  - 4. Services that cannot be performed because of the general health of the animal.
  - 5. Emergency services not provided by your veterinarian's office.
  - 6. Any experimental procedures.



### Contact Information

Legal Name of Applicant: City of Santa Ana  
(name as it will appear on billing)

Abbreviations Or Alternate Names For Company: \_\_\_\_\_

Address: 20 Civic Center Plaza, M-24 City: Santa Ana State: CA

Phone: 714 / 647 / 5299 Website: www.santa-ana.org

Industry: Manufacturing ☐ Finance/Insurance ☐ Wholesale/Retail Trade ☐ Construction ☐  
Transportation ☐ Service ☒ Other government

States Where Employees are Located California

Affiliated Companies, if any \_\_\_\_\_

HR Contact: Lori Schnaider Title: HR Operations Manager  
(Please Print Name)

Email Address: lschnaider@santa-ana.org Phone: 714 / 647 / 6967

### Broker Information (If Applicable)

Broker Agency: Keenan Broker Agent: Megan Gardner

### Payroll and Billing Information

Billing Contact: Lily Pham, Senior Analyst

(If different than HR Contact) (Print Name) (Title)

Phone 714 / 647 / 5317 Email Address: lpham5@santa-ana.org

Invoices: Email Invoices: ☒ Mail Invoices: ☐

Effective Date (Date Benefit Takes Effect): 1/1/2023 Open Enrollment Period: 9/19/22 – 10/14/22

Total Number of Employees: 1100 Number of Pay Periods: 24

Are Employee ID Numbers Required for Enrollment? NO ☐ YES ☒

Permission for UPC to Use Logo for Marketing Purposes? NO ☒ YES ☐

Make Checks Payable to: United Pet Care LLC

*This application is subject to all terms and conditions of the Group Membership Agreement.*

Authorized Representative (Please Print): \_\_\_\_\_ Company Name: City of Santa Ana

Signed By: [Signature]

Date: 8/20/22