

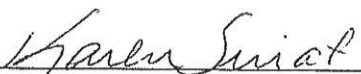
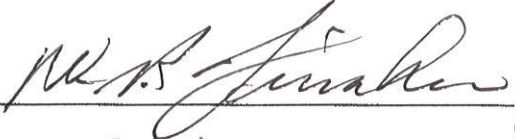
**ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.
GROUP SERVICE AGREEMENT**

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans (herein "RMHP")	<p align="center">Adams County</p> <hr/> <p align="center">(herein "Contracting Party")</p>
2775 Crossroads Boulevard Post Office Box 10600 Grand Junction, CO 81502-5600	<p><u>Group Service Agreement Information:</u> Benefit Renewal Date: 1/1/2012 Group Effective Date: 1/1/2012 Anniversary Date: 1/1/2013 Annual Open Enrollment Period: 11/1 – 11/30</p>

This Group Service Agreement is entered into between RMHP and the Contracting Party, to provide the Eligible Retirees eligible through Contracting Party electing to enroll hereunder with the Benefits as specified in the Evidence(s) of Coverage designated in Attachment II to this Group Service Agreement ("designated Evidence of Coverage," whether one or more). This Group Service Agreement, including Attachments I, II, III (if Attachment III is a part of this Group Service Agreement) and IV, and such designated Evidence of Coverage and amendments thereto, shall be referred to herein as "Agreement."

Contracting Party and RMHP agree to all of the attached Terms and Conditions, together with the Attachments listed below, all of which are incorporated herein by this reference.

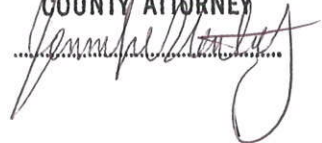
This Agreement is dated and shall be effective on the date set forth above by RMHP as the Group Effective Date.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC., a Colorado nonprofit corporation d/b/a Rocky Mountain Health Plans	<p align="center">Adams County</p> <hr/> <p align="center">(print/type name of Contracting Party)</p>
By:  <hr/> <p align="center">(signature)</p> <p align="center">Karen Swiat Title: Director of Medicare Sales</p>	By:  <hr/> <p align="center">(signature)</p> <p>W.R. Fischer (print/type name of signatory)</p> <p>Title: <u>Chairman</u></p> <p>Date: <u>March 19, 2012</u></p>

ATTACHMENTS:

- Attachment I: Additional Eligibility Requirements
- Attachment II: Evidence(s) of Coverage & Premiums
- Attachment III: Additional Services & Premiums
- Attachment IV: Compliance with C.R.S. § 8-17.5-101, et. seq. as amended

APPROVED AS TO FORM
COUNTY ATTORNEY



TERMS AND CONDITIONS

1. **Definitions.** The definitions of terms in the designated Evidence of Coverage are incorporated herein by this reference. In addition, the words and terms below shall have the following definitions:

“Eligible Retirees” means those persons enrolled in RMHP Medicare plans through Contracting Party for whose coverage Contracting Party pays Premiums to RMHP.

“RMHP Group Policies” shall include all policies and procedures of RMHP with regard to enrollment, eligibility and use of group coverage. The RMHP Group Policies include, but are not limited to, policies regarding minimum contribution requirements for the Premium, minimum participation rates as may be required for Eligible Retirees, enrollment and disenrollment of Eligible Retirees and continuing or converting coverage.

2. **Eligibility.** Subscriber eligibility requirements under this Group Service Agreement in addition to those set forth in the designated Evidence of Coverage are set forth on Attachment I.
3. **Application Forms, Change Forms and Inspection of Records.** Contracting Party shall submit completed application forms and change forms as required by RMHP’s Group Policies, or as requested by RMHP, to assure correct information is provided for persons who will become Subscribers for the purpose of Premium payment and billing. RMHP shall have the right at reasonable times to examine Contracting Party’s records with respect to eligibility and monthly payments under the Agreement.
4. **Premiums.** Premiums under the Agreement are set forth on Attachment II. Premiums shall be set by RMHP as provided on Attachment II. Premiums are subject to change by RMHP on the Contracting Party’s Anniversary Date and as may be permitted by law.
5. **Payment of Premiums.** On or before the first day of each month for which Benefits are payable, Contracting Party shall pay to RMHP Premiums due under the Agreement (as set forth in Attachment II) for all Subscribers enrolled in RMHP, and shall provide to RMHP all supporting information on

eligible Subscribers. If Contracting Party fails to pay monthly Premiums when due, upon expiration of a thirty (30) day Grace Period, RMHP may at its option and in its discretion notify eligible Subscribers enrolled under this Group Service Agreement that Contracting Party has failed to pay monthly Premiums when due and that Benefits will be provided only through the date Premiums have been paid (“Paid-Through-Date”).

6. **Conditions of Offering RMHP Coverage and Underwriting Guidelines.** Contracting Party shall offer coverage under the Agreement under conditions no less favorable than those of any other alternate health care plan(s) it makes available. Contracting Party shall, during the term of the Agreement, comply with and be subject to RMHP Group Policies, as such may be amended, the RMHP employer manual, and underwriting guidelines for the RMHP health care plan(s) selected by Contracting Party under this Agreement.
7. **Open Enrollment.** There shall be an Annual Open Enrollment Period during which Eligible Retirees are offered a choice of enrollment under the Agreement or any alternate health care plan available through Contracting Party, subject to any enrollment restrictions applicable to Late Enrollees. The Annual Open Enrollment Period is set forth on the signature page of this Group Service Agreement.
8. **Alternate Health Care Plans and Changing Classification for Eligibility and Participation.** Subject to thirty (30) days’ prior written notice to RMHP and written approval of RMHP, Contracting Party may:
- A. select an alternate Health Care Plan through RMHP;
 - B. select an alternate annual open enrollment period; or,
 - C. change, modify, or amend eligibility and participation classifications, requirements and conditions on any Anniversary Date.

The Contracting Party shall provide at least thirty (30) days prior written notice to RMHP prior to implementing alternate coverage through another carrier, or making any benefit administration change

that may adversely affect the selection of RMHP's plans by Eligible Retirees during the term of this Agreement. Upon receipt of such notice from Contracting Party, within 30 days issuance of a corresponding written reply to Contracting Party, RMHP may change the Premium due under this Agreement, effective the date upon which the alternate coverage or benefit administration change commences.

9. Benefits Not in Lieu of Workers' Compensation. Benefits that are provided under the Evidence of Coverage are not in lieu of workers' compensation insurance.

10. Colorado Continuation of Coverage Requirements and COBRA. RMHP provides continuation of coverage to Subscribers eligible for such coverage as required by applicable law. RMHP provides Contracting Parties that are employers with some assistance to comply with applicable continuation of coverage laws. However, Contracting Party agrees that it, and not RMHP, must comply with applicable continuation of coverage laws, including all notice requirements of such laws. Contracting Party agrees to all terms of RMHP policies regarding RMHP providing assistance in complying with continuation of coverage laws, including any changes to such policies. Contracting Party is responsible for the accuracy of all information provided to RMHP, which information may be used by RMHP in assisting Contracting Party in complying with continuation of coverage laws. To the extent permitted by law, Contracting Party agrees to and shall hold RMHP harmless from any costs, expenses, penalties, forfeitures or any other claims or damages resulting to RMHP as a result of any inaccuracy of information provided to RMHP by Contracting Party, the failure to give timely and proper notice to RMHP regarding a Retiree's eligibility for continuation of coverage, and from any dispute arising from any failure to comply with the provisions of the Colorado Continuation of Coverage Requirements and COBRA or the employer's interpretation or administration of those laws. To the extent permitted by law, said indemnity shall include penalties, court costs and attorneys' fees, and any fines imposed as a result of any failure to comply with the Colorado Continuation of Coverage Requirements or COBRA, or as otherwise provided by law.

11. Term and Amendments. The Agreement shall commence on the Group Effective Date set forth

above and automatically renew thereafter on each Benefit Renewal Date set forth above unless earlier terminated as provided in the Agreement. "Renew" shall mean the current Agreement terminates and a new Agreement with the same terms as the current Agreement as amended by RMHP hereunder commences, without any requirement for the parties to re-execute or re-issue any contract documents. RMHP may amend the Agreement to the extent permitted by applicable law: (a) to conform to the requirements of state or federal law, statute or regulation at any time; (b) to change any or all terms of the Agreement, including, but not limited to, increasing, reducing or eliminating Benefits effective on the Benefit Renewal Date by giving written notice to Contracting Party under conditions imposed by applicable law; and (c) to change any or all terms of the Agreement, which change does not increase, reduce or eliminate Benefits, effective not less than thirty (30) days following the giving of written notice of the amendment to Contracting Party.

12. Termination of Group Service Agreement.

A. Termination by RMHP. RMHP may terminate this Group Service Agreement for any reason set forth in paragraphs 13.A through 13.H or any other reason for which state or federal law does not prohibit RMHP from terminating this Group Service Agreement.

B. Procedure for Termination by RMHP. Except as otherwise provided by state or federal law, Contracting Party shall have until the date stated on the written notice of termination given by RMHP to Contracting Party in which to cure, correct or otherwise resolve to the satisfaction of RMHP the cause of termination to the extent the cause for termination is subject to being cured, corrected or resolved. In the event Contracting Party has failed to cure, correct or otherwise resolve to the satisfaction of RMHP the cause of termination, or if such cause is not subject to being cured, corrected or resolved, this Group Service Agreement shall terminate upon the date set forth in such notice.

C. Termination by Contracting Party. Contracting Party may terminate this Group Service Agreement effective as of the end of a month by giving RMHP written notice of intent to terminate not less than thirty (30) days before

the effective date of termination. Contracting Party shall pay Premiums until the effective date of termination of this Group Service Agreement.

D. Effect of Termination. In the event of termination of this Group Service Agreement, to the extent permitted by law, the designated Evidence of Coverage shall terminate and Benefits under the designated Evidence of Coverage shall cease for all Subscribers on the date of termination of this Group Service Agreement or the Paid-Through-Date, whichever occurs first. If the Paid-Through-Date is earlier than the date of termination, RMHP will deny any outstanding Subscriber claims and will notify both the Subscriber and Plan Providers that payment has become the Subscriber's responsibility. If law requires Evidences of Coverage to continue after the date of termination of this Group Service Agreement, each Subscriber as of such date of termination shall maintain eligibility with RMHP on the terms and conditions, and subject to Premium payments by such Subscriber to RMHP, as are applicable and to the same extent as any other Medicare members of RMHP who are not Eligible Retirees and who contract with RMHP on an individual, nongroup basis.

13. Renewability. Unless this Group Service Agreement has been previously terminated by RMHP pursuant to paragraph 12 above, RMHP shall not refuse to renew this Group Service Agreement except for the following reasons to the extent such nonrenewal is permitted by applicable law:

- A. Nonpayment of required Premiums;
- B. Fraud or intentional misrepresentation of material fact by Contracting Party, or with respect to coverage of an individual, fraud or intentional misrepresentation of material fact by the individual or the individual's representative;
- C. RMHP elects to discontinue offering and nonrenew RMHP Medicare plans, in accordance with applicable law;
- D. The Centers for Medicare & Medicaid Services terminate RMHP's participation in Medicare;
- E. Contracting Party fails to comply with participation or contribution requirements;

HMO-2010-MEDICARE ONLY GSA

F. There are no longer any Subscribers covered under the Agreement that live, reside or work in the Service Area;

G. RMHP discontinues the Evidence(s) of Coverage designated in this Group Service Agreement in accordance with applicable law; or

H. Any other reason for which applicable law permits nonrenewal of this Group Service Agreement.

14. False Statements. Except as set forth below, materially false, misleading or inaccurate statements to RMHP with regard to any application, request for enrollment, health questionnaire or other information submitted by Contracting Party to RMHP with respect to the coverage provided pursuant to this Agreement, which Contracting Party knew were false or inaccurate, shall render this Agreement void at the option of RMHP. If RMHP elects to void this Agreement, RMHP shall give notice of its election to Contracting Party. In the event this Agreement is voided for false, misleading or inaccurate statements, Contracting Party shall pay to RMHP upon demand, within a mutually agreed upon timeframe, but no more than thirty (30) days from the date of the demand, the cost of Benefits paid or incurred by RMHP on behalf of Contracting Party and Eligible Retirees.

15. Disenrollment of Subscribers.

A. Disenrollment by RMHP. To the extent not prohibited by applicable law, RMHP may disenroll a Subscriber for any of the causes set forth in the designated Evidence of Coverage, including but not limited to:

(1) A Subscriber's failure to pay when due Copayments, or other sums due RMHP under such designated Evidence of Coverage.

(2) Contracting Party's failure to pay Premiums when due pursuant to this Agreement.

(3) A Subscriber's making of any materially false, misleading or inaccurate statement to RMHP with regard to a Subscriber's eligibility contained in a Subscriber's enrollment application, or contained in any

additional or supplemental information required by RMHP in connection with enrollment or change in eligibility or any other matter, which the Subscriber knew was false, misleading or inaccurate, or fraud or abuse by the Subscriber.

(4) The fraudulent use of a Subscriber's Identification Card for the purpose of obtaining Benefits for a person not authorized to obtain Benefits under such Subscriber Identification Card.

(5) Any other reason for which applicable law permits RMHP to terminate or nonrenew a Subscriber under this Agreement.

B. Disenrollment by Contracting Party.

Contracting Party may disenroll Subscribers by giving notice of disenrollment to RMHP. The effective date of disenrollment is the end of the month if notice is actually received by RMHP before 5:00 p.m. on the first business day following the end of the month. If notice of disenrollment of a Subscriber is received by RMHP after 5:00 p.m. on the first business day of a month, the effective date of disenrollment shall be the end of the month in which notice is received. Premiums are due and owing for the entire month in which a Subscriber is enrolled in RMHP. If law requires Evidence(s) of Coverage to continue after the date of disenrollment because of the Subscriber's failure to maintain affiliation with the Contracting Party, each Subscriber as of such date of disenrollment shall maintain eligibility with RMHP on the terms and conditions, and subject to Premium payments by such person to RMHP, as are applicable and to the same extent as any other Medicare members of RMHP who contract with RMHP on an individual, nongroup basis.

16. Enforcement. In the event RMHP or Contracting Party seeks to enforce or interpret any provision of this Group Service Agreement in any administrative or legal proceeding, the prevailing party in such proceeding shall be entitled to recover the costs and expenses incurred for enforcement, including reasonable attorneys' fees. Any legal proceeding brought in connection with this Group Service Agreement may be commenced only in the

state district court in and for Adams County, Colorado.

17. Notice. Whenever notice is required hereunder, such notice shall be deemed effectively given if in writing and upon mailing, postage prepaid, to the address of RMHP at 2775 Crossroads Boulevard, Post Office Box 10600, Grand Junction, Colorado 81502-5600, or to the address of Contracting Party as such address appears on the records of RMHP. Either RMHP or Contracting Party may change the address to which notice is given hereunder by giving notice of the change of address as described in this paragraph. The Agreement and amendments thereto may be made available electronically with notice provided to the Contracting Party at the address of the Contracting Party as it appears in the records of RMHP.

18. Assignment. The rights and privileges of Contracting Party pursuant to the Agreement may not be assigned by RMHP without the prior written consent of the Contracting Party.

19. Entire Agreement. This Group Service Agreement, including Attachments I, II and III (if Attachment III is a part of this Group Service Agreement), together with the Contracting Party's application for health benefits with RMHP and the designated Evidence of Coverage, and any amendments thereto, constitutes the entire agreement between RMHP and Contracting Party, and supersedes any prior agreement or form of agreement.

20. Relationship of Parties. RMHP and Contracting Party are independent contractors under this Agreement, and neither party shall be considered the principal, agent or partner of the other party. RMHP shall under no circumstances be considered a plan administrator for Contracting Party's employee welfare benefit plan under the Employee Retirement Income Security Act of 1974, as amended (ERISA), if applicable.

21. Illegal Aliens. RMHP hereby affirms that it complies fully with Section 8-17.1-101, C.R.S., *et seq.* (as amended), and will continue to do so throughout the duration of this agreement with Contracting Party.

Attachment I

Additional Eligibility Requirements

Eligibility criteria for beneficiary enrollment under this Group Service Agreement, which is limited to Eligible Adams County Retirees, do not vary from those established by the Centers for Medicare and Medicaid Services ("CMS") for Medicare beneficiary enrollment in a Medicare Cost HMO. A beneficiary must be enrolled in Medicare Part B coverage in order to enroll under this Group Service Agreement, and to receive RMHP coverage of benefits categorized under Medicare Part B and Part D. Beneficiary eligibility for Medicare Part A is required in order for a member enrolled under this Group Service Agreement to receive RMHP coverage of benefits categorized under Medicare Part A.

Attachment II

Health Care Plans and Premiums

RMHP will provide a Retiree Group Plus Plan with Enhanced Part D Drug Coverage (benefits shall be as filed with CMS for plan #H0602 801) to Medicare Beneficiaries who are Eligible Adams County Retirees, who reside within the counties in which this plan is offered (all Colorado counties except Baca County) and who are enrolled under this Group Service Agreement.

The monthly premium due to RMHP on a per member, per month basis from the Contracting Party is **\$246.20** for each enrollee in the RMHP Retiree Group Plus Plan.

Attachment III

Additional Services and Premiums

Not applicable. Additional benefits are limited to Optional Supplemental Benefits available under the RMHP Retiree Group Plus Plan with Enhanced Part D Drug Coverage (CMS#H0602 801).

ATTACHMENT IV

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for services) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates any of the above requirements, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Rocky Mountain Health Plans
Company Name

11-28-11
Date

Karen Swiat
Name (Print or Type)


Signature

Director, Medicare Sales
Title

Note: Registration for the Basic Pilot Program can be completed at: <https://e-verify.uscis.gov/enroll/>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.