January 6, 2021

COUNTY OF EL PASO
800 E Overland Suite 223
El Paso, TX 79901

Plan Sponsor Unique No. 89626982

Re: Aetna Medicare Group Agreement

Dear COUNTY OF EL PASO:

Enclosed is a copy of your 2021 Aetna Medicare Group Agreement ("Group Agreement") applicable to the fully-insured Aetna/Coventry Group Medicare Advantage and/or Medicare prescription drug plans you have selected to offer (collectively "Group Medicare Plans").

The enclosed Group Agreement requires your signature. Please review and electronically sign the Group Agreement.

As you know, CMS requires that Aetna provide all Group Medicare Plan members with an Evidence of Coverage (EOC). The EOC is provided to members on an annual basis and provides a detailed description of the benefits available under the member's Group Medicare Plan. The EOC also includes information regarding coverage terms, cost-sharing and member rights and responsibilities. EOCs will be mailed to your retirees enrolling in Group Medicare Plans in the fall of each year. Please contact your Aetna account representative if you would like a copy of any EOCs delivered to your retirees.

We appreciate your business. If you have any questions or concerns, please contact your account manager for assistance.

Sincerely,

Aetna

Enclosures

Proprietary

AETNA MEDICARE

GROUP AGREEMENT COVER SHEET

Contract Holder:	County of El Paso
Plan Sponsor Unique (PSU) Number:	89626982
Effective Date:	12:01 a.m. on January 1, 2021
Term of Group Agreement:	The Initial Term shall be: From January 1, 2021 through December 31, 2021. Thereafter, Subsequent Terms shall be from: January 1st through December 31st.
Premium Due Dates:	The Group Agreement Effective Date and the 1st day of each succeeding calendar month.
Governing Law:	Federal Law and, to the extent not preempted, the laws of the State of Texas.

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AETNA MEDICARE GROUP AGREEMENT

This Group Agreement is by and between the Aetna entity or entities identified in Section 2.2 below ("Aetna") and County of El Paso (the "Contract Holder"). This Group Agreement takes effect on January 1, 2021. This Group Agreement remains in force until terminated.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will provide coverage for benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Group Agreement.

SECTION 1. DEFINITIONS

1.1 The terms "Aetna", "Us", "We" or "Our" mean the Aetna entity or entities identified in Section 2.2 below.

1.2 "CMS" means the Centers for Medicare and Medicaid Services.

1.3 "CMS Contract" means the contract between Aetna and CMS under which Aetna offers the Plan(s) in the applicable time period.

1.4 "EOC" means the Evidence of Coverage which is a document outlining coverage for Members under the Plan(s) that is issued pursuant to this Group Agreement, and includes the Prescription Drug Schedule of Copayments/Coinsurance and any riders or amendments.

1.5 The terms "Contract Holder", "Effective Date", "Initial Term", "Premium Due Date", and "Subsequent Terms" will have the meaning set forth in the attached Cover Sheet. If any of such terms are undefined in the Cover Sheet, such undefined terms shall have the following meaning:

- "Effective Date" means the date coverage under this Group Agreement commences for the Contract Holder.
- "Initial Term" is the period following the Effective Date as indicated on the Cover Sheet.
- "Premium Due Date(s)" is the Effective Date and each monthly anniversary of the Effective Date.
- "Subsequent Term(s)" means the periods following the Initial Term as indicated on the Cover Sheet.

1.6 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

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1.7 "Financial Documents" means the most recent rate exhibits, plan designs and financial conditions issued by Aetna to the Contract Holder in connection with the original issuance and renewal of this Group Agreement, and, if Aetna is billing both the Contract Holder and Members a portion of the monthly premium, the Service Agreement between Aetna and Contract Holder that describes this split billing arrangement. These documents are collectively referred to herein as the "Financial Documents".

1.8 "Grace Period" is defined in the Premiums and Fees section below.

1.9 "Group Agreement" is defined to include this document, including the attached Cover Sheet and the attached Addendum labeled "Aetna Medicare Advantage HMO Affiliate Addendum"; the Contract Holder's Group Application; the EOC; the Financial Documents; and any riders, amendments, inserts or attachments to the foregoing documents, all of which are incorporated into or incorporated by reference into and made a part of this Group Agreement.

1.10 "Mandates" means applicable laws, regulations and other government requirements in effect during the Term of this Group Agreement including, without limitation, applicable Medicare laws, regulations and CMS requirements.

1.11 "Member" is a Medicare beneficiary who: (1) has enrolled in the Plan(s) and whose enrollment in the Plan(s) has been confirmed by CMS, and (2) is eligible to receive coverage under the Plan(s), subject to the terms and conditions of this Group Agreement and the EOC.

1.12 "Party, Parties" means Aetna and Contract Holder.

1.13 "Premium(s)" is defined in the Premiums and Fees section below.

1.14 "Renewal Date" means the first day following the end of the Initial Term or any Subsequent Term.

1.15 "Term" means the Initial Term or any Subsequent Term set forth in the Cover Sheet to this Group Agreement.

1.16 Capitalized terms not defined in this Group Agreement shall have the meaning set forth in the EOC. In the event of a conflict between the terms of this Group Agreement and the terms of the EOC, the terms of this Group Agreement shall prevail.

SECTION 2. COVERAGE

2.1 **Covered Benefits.** The Financial Documents identify the fully-insured Aetna Medicare Plan(s) (the "Plan(s)") offered to the Contract Holder under this Group Agreement for the corresponding time periods and the service area(s) (the "Service Area(s)") where the

Plans are offered. Aetna shall provide coverage to Members for all of the health care services and supplies that are covered by the Plan(s) (the "Covered Benefits").

2.2 **Aetna Insurer/HMO.** Aetna's Medicare Advantage PPO Plans are offered by Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc. With regard to such Plans, "Aetna" means Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc.

Aetna Medicare Rx Plans are offered by SilverScript Insurance Company. With regard to such Plans, "Aetna" means SilverScript Insurance Company,

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the Addendum to this Group Agreement labeled "Aetna Medicare Advantage HMO Affiliate Addendum".

2.3 **Policies and Procedures.** We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Group Agreement and the EOC in order to promote orderly and efficient administration of the Plan and/or comply with Mandates ("Policies and Procedures"). Aetna will provide Contract Holder with advanced written notice if Contract Holder must comply with any such Policies and Procedures.

SECTION 3. PREMIUMS AND FEES

3.1 **Premiums.** Contract Holder shall pay Us on or before each Premium Due Date a monthly premium (the "Premium") determined in accordance with the Premium rates and the manner of calculating Premiums specified by Aetna. Premium rates and the manner of calculating Premiums may be adjusted in accordance with the Changes in Premium and Membership Adjustments sections below. Premiums are subject to adjustment, if any, for partial month participation as specified in the Membership Adjustments section below. Membership as of each Premium Due Date will be determined by Us in accordance with Our Member records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving Our right to collect the entire amount due.

This Group Agreement is subject to the annual renewal of the Aetna 's CMS Contract. Covered Benefits and/or Premiums are also subject to change at the beginning of a Term of this Group Agreement. Increases in Premiums and/or decreases in Covered Benefits are only permitted at the beginning of a Term of this Group Agreement. Should CMS terminate Our CMS Contract or should We decide not to renew Our CMS Contract, Members shall be given notice of such termination in accordance with the Aetna Medicare Advantage EOC and any Mandates.

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3.2 **Fees.** In addition to the Premium, We may charge the following fees:

- An installation fee may be charged upon initial installation of coverage or any significant change in installation (e.g. a significant change in the number of Members or a change in the method of reporting Member eligibility to Us). A fee may also be charged upon initial installation for any custom Plan set- ups.

- A billing fee may be added to each monthly Premium bill. The billing fee may include a few for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.

- A reinstatement fee as set forth in the Effect of Termination section.

3.3 **Past Due Premiums and Fees.** If all Premiums and Fees are not received within 30 days following the Premium Due Date (the "Grace Period"), Contract Holder's failure to make such payment will constitute a breach of this Group agreement and this Group Agreement will be automatically terminated pursuant to the Termination by Us section hereof.

If the Group Agreement terminates for any reason, Contract Holder will continue to be held liable for all Premiums and Fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time the Group Agreement is in force during the Grace Period. Members shall also remain liable for Member cost-sharing and other required contributions to coverage for any period of time the Group Agreement is in force during the Grace Period. We may recover from Contract Holder Our costs of collecting any unpaid Premiums or Fees, including reasonable attorney's fees and costs of suit.

3.4 **Changes in Premium.** We may also adjust the Premium rates and/or the manner of calculating Premiums effective as of any Premium Due Date upon 60 days' prior written notice to Contract Holder, provided that no such adjustment will be made during the Initial Term except as provided in the Rate Documents or to reflect changes in Mandates or a judicial decision having a material impact on the cost of providing Covered Benefits to Members.

3.5 **Membership Adjustments.** We may, at Our discretion, make retroactive adjustments to the Contract Holder's billings for the termination of Members not posted to previous billings. However, Contract Holder may only receive a maximum of 2 calendar months' credit for Member terminations that occurred more than 30 days before the date Contract Holder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such Members (including capitation payments and other claim payments) before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines, as set forth in the EOC, and are subject to the payment of all applicable

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Premiums.

3.6 **Uniform Premiums and Low Income Subsidy**. Contract Holder shall comply with the following conditions with respect to any subsidization of that portion of Premiums paid by Contract Holder for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by the Member:

- Contract Holder may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low Income Subsidy ("LIS").

- PD Premium contribution levels cannot vary for Members within a given class.

- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

Contract Holder shall comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Contract Holder's Premium contribution. However, if the sum of the Member Contribution and Contract Holder's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.

- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Contract Holder shall communicate with the LIS- eligible Member about the cost of remaining enrolled in Contract Holder's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.

- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Contract Holder, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

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SECTION 4. ENROLLMENT

4.1 **Open Enrollment.** Contract Holder will offer enrollment in the Plan(s):

- at least once during the term of this Group Agreement during Contract Holder's annual open enrollment period ("Open Enrollment Period"); and

- within 31 days from the date an individual or any dependent becomes eligible to receive coverage under the Plan.

Eligible individuals and dependents who are not enrolled in the Plan within the Open Enrollment Period or 31 days of becoming eligible may be enrolled during any subsequent Open Enrollment Period. Coverage under the Plan will not become effective until confirmed by Us. Contract Holder agrees to hold the Open Enrollment Period consistent with the open enrollment period applicable to any other group health benefit plan being offered by the Contract Holder and in compliance with Mandates. The Contract Holder shall permit Our representatives to meet with eligible individuals and dependents during the Open Enrollment Period unless the parties agree upon an alternate enrollment procedure.

4.2 **Eligibility.** Actively working employees and their dependents are not permitted to enroll in the Plan, unless Contract Holder employs less than 20 employees . The number of eligible individuals and eligible dependents and composition of the Plan, the identity and status of Contract Holder, the eligibility requirements used to determine membership in the Plan, and the participation and contribution standards applicable to the Plan which exist at the Effective Date of this Group Agreement are material to the execution and continuation of this Group Agreement by Us. The Contract Holder shall not, during the Term of this Group Agreement, modify the Open Enrollment Period, or any other eligibility requirements as described in the EOC and on the Schedule of Copayments/Coinsurance, for the purposes of enrolling Contract Holder's eligible individuals under this Group Agreement, unless We agree to the modification in writing.

SECTION 5. RESPONSIBILITIES OF THE CONTRACT HOLDER

In addition to other obligations set forth in this Group Agreement, Contract Holder agrees to:

5.1 **(A) Records.** Furnish to Us, on a monthly basis (or as otherwise required), on Our form (or such other form as We may reasonably approve) by facsimile (or such other means as We may reasonably approve), such information as We may reasonably require to administer this Group Agreement. This includes, but is not limited to, information needed to enroll Members of the Contract Holder, process terminations, and effect changes in family status and transfer of employment of Members.

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Contract Holder certifies, based on best knowledge, information and belief, that all enrollment and eligibility information that has been or will be supplied to Us is accurate, complete and truthful. Contract Holder acknowledges that We can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for Covered Benefits under this Group Agreement. To the extent such information is supplied to Us by Contract Holder (in electronic or hard copy format), Contract Holder agrees to:

- Obtain from all Members a "Disclosure of Healthcare Information" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

- Maintain a reasonably complete record of such information (in electronic or hard copy format, including evidence of coverage elections, evidence of eligibility, changes to such elections and terminations) for at least ten (10) years, and to make such information available to Us upon request, as required under this Section 5.

We will not be liable to Members for the fulfillment of any obligation prior to information being received in a form satisfactory to Us. Contract Holder must notify Us of the date in which a Member's employment/eligibility, if applicable, ceases for the purpose of termination of coverage under this Group Agreement.

(B) Maintenance of Information and Records. Contract Holder agrees to maintain Information and Records (as such terms are defined in Section 5.1(C) below) in a current, detailed, organized and comprehensive manner and in accordance with Mandates, and to maintain such Information and Records for the longer of: (i) a period of ten (10) years from the end of the final contract period of any government contract of Aetna to offer the Plan(s), (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit, or (iii) the period required by Mandates. This Provision shall survive the termination of this Group Agreement, regardless of the cause of the termination.

(C) Access to Information and Records. Contract Holder agrees to provide Aetna and federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Government Officials"), upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records) whether in paper or electronic format, relating to the arrangement described in this Group Agreement ("Information and Records"). Contract Holder agrees to provide Aetna and Government Officials with access to Information and Records for as long as it is maintained as provided in the "Maintenance of Information and Records" section above. Contract Holder agrees to supply copies of Information and Records within fourteen (14) calendar days of Contract Holder's receipt of the request, where practicable, and in no event later than the date required by Mandates. This Access to Information and Records section shall survive the termination of this Group Agreement, regardless of the cause of termination.

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5.2 **Forms.** If agreed to by both Parties, distribute materials to Aetna Members regarding enrollment, Plan features, including Covered Benefits and exclusions and limitations of coverage, as required under Mandates. Contract Holder shall, within no longer than 10 days of receipt from an eligible individual, forward all completed enrollment information and other required information to Us.

5.3 **Policies and Procedures; Compliance Verification.** Comply with all Policies and Procedures, as described in Section 2.2 of this Group Agreement. Contract Holder shall, upon request, provide a certification to Aetna of its compliance with Mandates applicable to Contract Holder under this Group Agreement.

5.4 **Written Notice to Members.** Contract Holder will provide Members with any written notice required under Mandates or Policies and Procedures. The written notices described in this section are hereinafter collectively referred to as the "Written Notices". If Contract Holder does not distribute Written Notices to Members as required under this section 5.4, Contract Holder will be liable for payment of all Premiums or other costs incurred by Us as a result of Contract Holder's failure to distribute the Written Notices. If Contract Holder does not distribute the Written Notices as required under this section, We may, in our discretion, distribute such Written Notices to Members, and Contract Holder shall reimburse Us for any expenses incurred by Us in connection with such distribution.

Contract Holder acknowledges that CMS requires that all Members receive from Aetna a combined ANOC and EOC no later than the sooner of: (1) fifteen (15) days prior to the Open Enrollment Period, (2) September 30th of each calendar year, or (3) such shorter timeframe required under Mandates.

5.5 **Member Plan Materials.** Contract Holder shall assure that any Member Plan materials that have not been approved by CMS comply with the following alternative disclosure standards: ERISA or any alternative disclosure standards applicable to state or local entities that provide retiree benefits.

5.6 **ERISA Requirements.** Maintain responsibility for making reports and disclosures required by ERISA including the creation, distribution and final content of summary plan descriptions, summary of material modifications and summary annual reports, unless Contract Holder's Plan is specifically exempt thereunder.

5.7 **CMS Enrollment & Disenrollment Requirements.**

(A) To the extent that Contract Holder directly accepts enrollment and/or disenrollment requests from potential Members or Members that Contract Holder forwards to Aetna for processing and submission to CMS, Contract Holder will comply with all Mandates that relate to the handling and processing of enrollment and disenrollment requests that apply to the Plan(s). A Member's signature on an

enrollment/disenrollment form must be dated prior to the requested enrollment/disenrollment effective date.

If requesting retroactive enrollment or disenrollment, Contract Holder will forward enrollment and disenrollment forms completed by potential Members or Members to Aetna no later than 90 days after the Member's enrollment or termination effective date. If an enrollment/disenrollment request is received by Aetna later than the Member's enrollment or termination effective date, the enrollment/disenrollment transaction may not be processed by CMS, unless Aetna requests and CMS approves a retroactive enrollment/disenrollment transaction for the Member. Aetna will determine whether to submit retroactive enrollment and disenrollment transaction requests to CMS, and will make such determinations in accordance with Mandates.

All Members must be notified that they will be enrolled in a Plan. CMS requires that this notice be provided by Aetna or Contract Holder not less than 21 calendar days prior to the effective date of the Member's enrollment in the Plan to allow Members the opportunity to evaluate other available health plan options.

(B) The effective date of enrollments and disenrollments in the Plan(s) cannot be earlier than the date the enrollment or disenrollment request was completed by a Member. If approved by CMS, the effective date of an enrollment or disenrollment may be retroactive up to, but may not exceed, 90 days from the date that Aetna received the enrollment or disenrollment request from the Contract Holder, and the enrollment or disenrollment form must be completed and signed by the Member prior to the requested enrollment or disenrollment effective date.

(C) CMS does not permit retroactive termination of a Member's coverage under the Plan(s) if the Member no longer meets Contract Holder's eligibility criteria to remain enrolled in the Plan(s). To meet this CMS requirement, Contract Holder will provide Aetna with advanced written notice if Contract Holder chooses to terminate a Member's coverage under the Plan based on loss of eligibility, and Contract Holder acknowledges that the Member's prospective coverage termination effective date will be determined in accordance with Mandates.

(D) If Contract Holder elects to change Plan coverage offered to Members or to terminate a Member's coverage under the Plan(s), Contract Holder must provide written notice to such Member(s) at least 21 calendar days prior to the effective date of the change in the Member's coverage or disenrollment from the Plan(s), as applicable. This written notice must include a description of how the Member can contact Medicare to obtain information regarding other Medicare Advantage or Medicare Part D plan options that may be available to the Member. Aetna will assist Contract Holder with developing appropriate notices.

(E) Aetna reserves the right to notify Members of the involuntary termination of their coverage under this Group Agreement for any reason.

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(F) If eligible individuals are to be enrolled and/or disenrolled in the Plan(s) electronically, the electronic forms used for this process must be approved by CMS for use by the Plan(s) and conform to all Mandates applicable to format, data fields and other required information. Aetna will work with Contract Holder to develop appropriate electronic forms.

(G) Electronic enrollments and disenrollments will be deemed effective on the first day of the month requested, subject to compliance with any applicable Mandates.

(H) Contract Holder will produce, at Aetna's request, the original copy of any enrollment or disenrollment form or record received by Contract Holder.

SECTION 6. TERMINATION

6.1 **Termination by Contract Holder.** The Parties acknowledge the CMS requirement that Aetna provide Members with a minimum of 30 days' advance written notice prior to termination of their coverage under the Plan. To allow Aetna to comply with this CMS requirement , this Group Agreement may be terminated by Contract Holder by providing Us with a minimum of 60 days' prior written notice ("Notice of Termination"). The Notice of Termination shall specify the effective date of such termination, which shall be on the 1st day of a calendar month and may not be less than 60 days from the date of the notice, and including the following information: Contract Holder's name, Contract Holder's Group Number, Service Area(s) (if Contract Holder elects to terminate the Plan in some, but not all, Service Areas covered under this Group Agreement), Plan name, and the effective date of termination of the Group Agreement.

6.2 **Renewal of Group Agreement.** This Group Agreement is renewable annually, unless effective upon any anniversary of the Effective Date if Aetna will no longer offer any of the products most recently offered to Contract Holder in any Service Areas covered under this Group Agreement, because: (1) CMS terminates or otherwise non-renews the Aetna's CMS Contract, or (2) Aetna terminates its CMS Contract or reduce the Service Areas referenced in Aetna's CMS Contract;

6.3 **Termination by Us.** This Group Agreement will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period.

This Group Agreement may also be terminated by Us as follows:

- Immediately upon notice to Contract Holder if Contract Holder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Group Agreement;

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- Immediately upon notice to Contract Holder if Contract Holder no longer has any Member under the Plan who resides in the Service Area;

- Upon 60 days' written notice to Contract Holder if Contract Holder (i) breaches a provision of this Group Agreement and such breach remains uncured at the end of the notice period; (ii) fails to meet Our contribution or participation requirements applicable to this Group Agreement that are set forth in the Rate Documents; (iii) fails to provide the certification required under Section 5.3 of this Group Agreement within a reasonable period of time specified by Us; (iv) provides written notice to Members stating that coverage under this Group Agreement will no longer be provided to Members; (v) changes its eligibility or participation requirements without Our consent or (vi) ceases to meet any Mandates applicable to offering the Plan to Contract Holder;

- Upon 180 days' written notice to Contract Holder (or such shorter notice as may be permitted by Mandates, but in no event less than 60 days) if We cease to offer a product or coverage in any market in which Members covered under this Group Agreement reside;

- Upon 60 days' written notice to Contract Holder for any other reason which is acceptable to CMS and consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other Mandates; or

- Immediately upon notice to Contract Holder if Contract Holder is a member of an employer-based association group, the Contract Holder's membership in the association ceases.

This Group Agreement may also be terminated in part as to a particular Plan within one or more Service Areas by Aetna upon any anniversary of the Effective Date if Aetna will no longer offer that Plan in any Service Areas covered under this Group Agreement because (1) CMS terminates or otherwise non-renews the applicable Aetna CMS Contract, (2) Aetna terminates the applicable CMS Contract or reduce the Service Areas referenced in the applicable CMS Contract, or (3) Aetna or Contract Holder cease to meet any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable.

6.4 **Effect of Termination.**

No termination of this Group Agreement will relieve either party from any obligation incurred before the date of termination. When terminated, this Group Agreement and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. We may charge the Contract Holder a reinstatement fee if coverage is terminated and subsequently reinstated under this Group Agreement.

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6.5 **Notice to Members.** It is the responsibility of Contract Holder to notify Members of the termination of the Group Agreement in compliance with all Mandates and Policies and Procedures (if any). However, We reserve the right to notify Members of termination of the Group Agreement for any reason, including non-payment of Premium. In accordance with the EOC and applicable CMS requirements, Contract Holder shall provide written notice to Members of their rights upon termination of coverage under the Plan.

6.6 **Auto-Enrollment Upon Termination of Plan**. If this Group Agreement is terminated, certain Mandates permit Aetna to disenroll Members from the Plan and automatically enroll such Members in a comparable individual Medicare plan offered by Aetna ("Aetna Individual Medicare Plan"), unless the Member opts out or makes another health plan choice.

Contract Holder agrees that if it establishes a Health Reimbursement Account ("HRA") and provides a subsidy for use by Members to pay health insurance premiums for individual health insurance policies, Contract Holder will allow Members who are automatically enrolled in an Aetna Individual Medicare Plan as described in this Section 6.6 to continue to receive the same level of subsidy and use such HRA to pay the health insurance premium for the Aetna Individual Medicare Plan. Contract Holder will not limit such Members' use of the HRA solely to health insurance policies issued through a public or private exchange in which Contract Holder participates.

SECTION 7. PRIVACY AND SECURITY OF INFORMATION

7.1 **Compliance with Privacy and Security Laws.** We and Contract Holder will abide by all Mandates regarding the confidentiality and the safeguarding of individually identifiable health and other personal information, including the privacy and security requirements of HIPAA.

7.2 **Disclosure of Protected Health Information.** We will not provide protected health information ("PHI"), as defined in HIPAA, to Contract Holder, and Contract Holder will not request PHI from Us, unless Contract Holder has provided the certification required by 45 C.F.R. § 164.504(f) and amended Contract Holder's Plan documents to incorporate the necessary changes required by such rule.

7.3 **Brokers and Consultants.** To the extent any Broker or Consultant receives PHI in the underwriting process or while advocating on behalf of a Member, Contract Holder understands and agrees that such Broker or Consultant is acting on behalf of Contract Holder and not Us. We are entitled to rely on Contract Holder's representations that any such Broker or Consultant is authorized to act on Contract Holder's behalf and entitled to have access to the PHI under the relevant circumstances.

SECTION 8. INDEPENDENT CONTRACTOR RELATIONSHIPS; INDEMNIFICATION

8.1 **Relationship Between Us and Network Providers.** The relationship between Us and providers contracted with Aetna to participate in the Plan's provider network ("Network Providers") is a contractual relationship among independent contractors. Network Providers are not agents or employees of Us nor are We an agent or employee of any Network Provider.

Network Providers are solely responsible for any services rendered to their Members. We make no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider's participation in the provider network for the Plan may be terminated at any time without advance notice to the Contract Holder or Members, subject to Mandates. Network Providers provide services for Members. We administer and determine Plan benefits.

8.2 **Relationship Between the Parties.** The relationship between the Parties is a contractual relationship between independent contractors. Neither Party is an agent or employee of the other in performing its obligations pursuant to this Group Agreement.

8.3 **Standard of Care.** Aetna and Contract Holder will discharge their obligations under this Group Agreement with that level of reasonable care which a similarly situated services provider or plan sponsor, as applicable, would exercise under similar circumstances. In connection with fiduciary powers and duties hereunder, if applicable and if delegated by Contract Holder to Aetna, Aetna shall observe the standard of care and diligence required of a fiduciary under ERISA Section 404(a)(1)(B).

SECTION 9. MISCELLANEOUS

9.1 **Delegation and Subcontracting.** Contract Holder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, customer service, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with Mandates. Contract Holder also acknowledges that Our arrangements with third party vendors are subject to change in accordance with Mandates.

9.2 **Accreditation and Qualification Status.** We may from time to time obtain voluntary accreditation or qualification status from a private accreditation organization or government agency.

9.3 **Prior Agreements; Severability.** As of the Effective Date, this Group Agreement replaces and supersedes all other prior agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Group Agreement or the documents incorporated herein. If any provision of this Group Agreement is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Group Agreement shall continue in full force and effect.

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9.4 **Amendments.** This Group Agreement may be amended as follows:

- This Group Agreement shall be deemed to be automatically amended to conform with all Mandates promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Us;

- By written agreement between both Parties

Except for automatic amendments to comply with Mandates, all amendments to this Group Agreement must be approved by written agreement of both parties and executed by both parties. No other individual has the authority to modify this Group Agreement; waive any of its provisions, conditions, or restrictions; extend the time for making a payment; or bind Us by making any other commitment or representation or by giving or receiving any information..

9.5 **Clerical Errors.** Clerical errors or delays by Us in keeping or reporting data relative to coverage will not reduce or invalidate a Member's coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made. We may also modify or replace a Group Agreement, EOC or other document issued in error.

9.6 **Claim Determinations and Administration of Covered Benefits.** We have complete authority to review all claims for Covered Benefits as defined in the EOC and Schedule of Copayments/Coinsurance under this Group Agreement. In exercising such responsibility, We shall have discretionary authority to determine whether and to what extent eligible individuals are entitled to coverage and to construe any disputed or doubtful terms under this Group Agreement, the EOC and Schedule of Copayments/ Coinsurance or any other document incorporated herein. We shall be deemed to have properly exercised such authority unless We abuse Our discretion by acting arbitrarily and capriciously. Our review of claims may include the use of commercial software (including Claim Check) and other tools to take into account factors such as an individual's claims history, a provider's billing patterns and the manner of billing. The administration of Covered Benefits and of any appeals filed by Members related to the processing of claims for Covered Benefits shall be conducted in accordance with the EOC and any Mandates.

9.7 **Misstatements.** If any fact as to the Contract Holder or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

9.8 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by Contract Holder or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless

it is in writing.

- No statement made by Contract Holder shall be the basis for voiding this Group Agreement after it has been in force for two years from its effective date.

9.9 **Assignability.** No rights or benefits under this Group Agreement are assignable by Contract Holder to any other Party unless approved by Aetna.

9.10 **Waiver.** Our failure to implement, or insist upon compliance with, any provision of this Group Agreement or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

9.11 **Notices.** Any notice required or permitted under this Group Agreement shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the Group Application or Cover Sheet, or to any more recent address of which the sending Party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

9.12 **Third Parties.** This Group Agreement shall not confer any rights or obligations on third parties except as specifically provided herein.

9.13 **Non-Discrimination.** Contract Holder agrees to make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the Plan(s) of eligible individuals and eligible dependents based on health status or health risk.

9.14 **Compliance with Law.** Aetna and Contract Holder shall comply with all Mandates applicable to the performance of their respective obligations under this Group Agreement.

9.15 **Applicable Law.** This Group Agreement shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the state specified in the Cover Sheet or, if no state law is specified, Our domicile state.

9.16 **Inability to Arrange Services.** If due to circumstances not within Our reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Our Network Providers or entities with whom We have contracted for services under this Group Agreement, or similar causes, the provision of benefits provided under this Group Agreement is delayed or rendered impractical, We shall not have any liability or obligation on account of such delay or failure to provide services, except to refund

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the amount of the unearned prepaid Member Premiums held by Us on the date such event occurs. We are required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

9.17 **Use of the Aetna Name and all Symbols, Trademarks, and Service Marks.** We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. Contract Holder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Group Agreement.

9.18 **Workers' Compensation.** In accordance with 42 C.F.R. Section 422.108, as may be amended from time to time, and other Mandates, Contract Holder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any Member. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related injury that is compensable or settled in any manner.

Upon Our request, Contract Holder shall also submit a monthly report to Us listing all Workers' Compensation cases for Members who have outstanding Workers' Compensation claims involving the Contract Holder. Such list will contain the name, social security number, date of loss and diagnosis of all applicable Members.

9.19 **Medicare Secondary Payer Requirements.**

- Generally. Aetna and Contract Holder agree to comply with all Medicare Secondary Payer ("MSP") Mandates that apply to Contract Holder, the Plan and Aetna ("MSP Requirements") .

- MSP Requirements Applicable to Medicare Beneficiaries Diagnosed with End Stage Renal Disease ("ESRD"). Aetna and Contract Holder agree to comply with all MSP Requirements applicable to Contract Holder's active employees and retirees and their dependents who are Medicare beneficiaries diagnosed with ESRD ("ESRD Beneficiaries" or "ESRD Beneficiary"), including;-without limitation, those MSP Requirements set forth in 42 U.S.C. § 1395y(b)(l)(C), 42 C.F.R. §§ 41 l.102(a), 41 1.161, and 41 1.162 and 42 C.F.R. §§ 422.106 and 422.108 ("ESRD MSP Requirements").

- Contract Holder acknowledges and agrees that if an ESRD Beneficiary is eligible for or entitled to Medicare based on ESRD, the MSP Requirements require the commercial group health plan offered by Contract Holder ("GHP") to be the primary payer for the first thirty (30) months of the ESRD Beneficiary 's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees employed by Contract Holder and regardless of whether the ESRD Beneficiary is a current employee or retiree.

- In furtherance of Aetna's and Contract Holder's compliance with ESRD MSP Requirements, Contract Holder agrees to confirm to Aetna whether ESRD Beneficiaries are in their 30-month coordination period, and not seek to enroll ESRD Beneficiaries in the Plan during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period. If Contract Holder seeks to enroll an ESRD Beneficiary in the Plan, Contract Holder agrees to provide Aetna, upon request, with information or documentation to verify compliance with ESRD MSP Requirements, including any MSP reporting or other requirements established by CMS.

9.20 **Disease Management/Care Management Programs.** From time to time, Aetna may offer and administer programs for Members that are designed to improve quality of care, ensure access to Covered Benefits and/or coordinate care delivered to Members under the Plan ("Disease/Care Management Programs"). Aetna will administer Disease/Care Management Programs consistent with Mandates and monitor the performance of Disease/Care Management Programs on an ongoing basis. Contract Holder acknowledges that Aetna may determine, in its sole discretion and judgment, to discontinue offering a Disease/Care Management Program to Members at any time, consistent with Mandates.

9.21 **Office of Foreign Asset Control.** If coverage provided by this Group Agreement violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna cannot make payments for health care of other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

Signed as of the Effective Date.

County of El Paso	**Aetna**
By: _____	By: Richard A. Frommeyer
Name: _____	Name: Richard A. Frommeyer
Title: _____	Title: Vice President

AETNA MEDICARE ADVANTAGE HMO AFFILIATE ADDENDUM

Aetna's Medicare Advantage HMO Plans are offered by the following licensed HMOs or their successors in the following states:

State of Member's Permanent Residence	**Aetna Affiliate offering the Plan[1]**
Arizona, Colorado, Delaware, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Missouri, Nevada, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia & District of Columbia	Aetna Health Inc., a Pennsylvania corporation
California	Aetna Health of California Inc.
Arkansas, Kansas, Missouri, Illinois & Oklahoma	Coventry Healthcare of Missouri, Inc.
Connecticut	Aetna Health Inc., a Connecticut corporation
Florida & Iowa	Aetna Health Inc., a Florida corporation
Georgia	Aetna Health Inc., a Georgia corporation
Louisiana	Aetna Health Inc., a Louisiana corporation
Maine	Aetna Health Inc., a Maine corporation
New Jersey	Aetna Health Inc., a New Jersey corporation
New York	Aetna Health Inc., a New York corporation
Texas	Aetna Health Inc., a Texas corporation
Utah & Wyoming	Aetna Health of Utah Inc.
West Virginia	Coventry Health Care of West Virginia, Inc.

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the above table corresponding to each Member's state of permanent residence ("Affiliate"). To the extent that there are no Members permanently residing in a state or states listed in this Addendum, the corresponding Affiliate is not a party to this Group Agreement. Aetna may without Contract Holder's consent (but upon

[1] The Affiliates that offer Medicare Advantage HMO plans to Members in the states of Illinois and Missouri vary. Aetna will provide a list of Affiliates offering Medicare Advantage HMO plans to Members in these two states to Contract Holder on reasonable request.

30 days' prior written notice to Contract Holder) update this Addendum to change the list of Affiliates from time to time, consistent with CMS requirements. Aetna will provide an updated list of Affiliates to Contract Holder on reasonable request.