

GROUP ADOPTION AGREEMENT

FOR THE

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA

AND

WALTON COUNTY

ADOPTION AGREEMENT

This Agreement is made and entered into by and among the Association County Commissioners of Georgia (hereinafter called ACCG), Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross Blue Shield and Walton County's Board of Commissioners (hereinafter County), this 1st day of November, 2022.

WITNESSETH

Whereas, ACCG desires to assist Counties (defined as Georgia Counties which are members of ACCG, in good standing, consolidated city-county governments and any public authority, commission, board, or similar body created or activated by an Act of the General Assembly, or by resolution or ordinance of the governing authority of a county, individually or jointly with any other political subdivision or subdivisions of the State of Georgia, pursuant to the Constitution of the State or an Act of the General Assembly, and which carries out its functions on a county-wide basis, a multi-county basis or wholly within the unincorporated area of a county) in obtaining competitive rates for group health and dental insurance, group life and accidental death and dismemberment insurance for Counties' employees;

Whereas, Anthem Blue Cross Blue Shield and its affiliates are in the business of providing group health and dental insurance, group life and accidental death and dismemberment insurance, and desire to sell such insurance (hereinafter called the Insurance Products) to Counties;

Whereas, ACCG and Anthem Blue Cross Blue Shield have entered into a Sponsorship Agreement dated February 8, 2000 wherein ACCG shall sponsor the Insurance Products sold and administered by Anthem Blue Cross Blue Shield to the Counties;

Whereas, all Insurance Products may be fully insured by Anthem Blue Cross Blue Shield without a right of assessment against the Counties; or at the written option of individual counties, a county may be self-insured for medical and/or dental coverage. Such self-insured counties shall be responsible for paying all administrative fees, reinsurance charges and claim charges specific to their account.

Now therefore in consideration of the foregoing premises and the mutual promises and covenants contained hereafter, the parties hereto, intending to be legally bound, agree as follows:

1. Anthem Blue Cross Blue Shield shall offer the Insurance Products according to standard Underwriting criteria to County, which is an eligible County as defined herein, as such Insurance Products are set forth in the Master Contracts between Anthem Blue Cross Blue Shield and County.
2. Anthem Blue Cross Blue Shield shall administer and carry out the day-to-day operations of the Insurance Products, including, but not limited to the processing and payment of claims.

3. County shall agree to pay all premiums (or if self-insured all administrative fees, reinsurance charges and claims charges specific to its account) when due to Anthem Blue Cross Blue Shield for the term of the Insurance Products.
4. County agrees to consider the enactment, if required, of an ordinance authorizing County to enter into this Agreement and all other Agreements related hereto.
5. County hereby subscribes to the Anthem Blue Cross Blue Shield Insurance Products, and acknowledges that County shall look solely to Anthem Blue Cross Blue Shield for the responsibility to operate, control, care, manage and service the Insurance Products during their terms. County will make no claim against ACCG based on ACCG's sponsorship, marketing, service or communication of the Insurance Products. Without limiting the forgoing, County hereby agrees that it shall never demand of ACCG the payment of any money with respect to the Insurance Products and the Adoption Agreement; and that ACCG shall have no obligations, liabilities or responsibilities with respect to County's rights of action, causes of actions, arbitrations, disputes or other adversarial proceedings that may arise out of the relationship between the County and Anthem Blue Cross Blue Shield by and through this Adoption Agreement or the Insurance Products.
6. If a Member County enrolled under the Program terminated its coverage there under, that Member County shall not again be eligible for coverage under the Insurance Products until at least twenty-four (24) months shall have elapsed

from the date of said termination. Subject to the foregoing, County shall have the right to terminate its participation in this Agreement upon sixty (60) days written notice to the other parties hereto.

7. County hereby acknowledges that it shall have no property rights and no vested rights of any sort in the premium or other fees or charges paid to Anthem Blue Cross Blue Shield for the Insurance Products, and all property rights or vested interests of any sort in the premium, or other charges or fees paid, or any remainder thereof, other than those exclusively held by Anthem Blue Cross Blue Shield, shall belong solely to ACCG. [
8. This Agreement shall be governed by Georgia law, not including its choice of law provisions.
9. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF ACCG, Anthem Blue Cross Blue Shield and Walton County have caused this Agreement to be executed, by the signatures of their duly authorized officers below.

ANTHEM BLUE CROSS BLUE SHIELD

By: _____

Title: _____

ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA

By: _____

Title: Executive Director

WALTON COUNTY

By: _____

Title: _____

Attest: _____

Date: _____