

GROUP ADOPTION AGREEMENT
FOR THE
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
INMATE MEDICAL
ADMINISTRATIVE SERVICES ONLY PROGRAM

**GROUP ADOPTION AGREEMENT FOR INMATE MEDICAL
ADMINISTRATIVE SERVICES ONLY PROGRAM**

This Group Adoption Agreement for Inmate Medical Administrative Services Only Program is made and entered into by and among the Association County Commissioners of Georgia (hereinafter called "ACCG"), Blue Cross and Blue Shield of Georgia, Inc. (hereinafter called "BCBS") and the _____ County Board of Commissioners (hereinafter County), this _____ day of _____, 2011.

WITNESSETH

Whereas, ACCG desires to assist Counties (defined as Georgia Counties that 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 self funded cost effective solutions for the provision of medical services for inmates of Counties' jails;

Whereas, ACCG and BCBS have entered into a Sponsorship Agreement dated February 8, 2000 wherein ACCG sponsors the Administrative Service Only ("ASO") Programs sold and administered by BCBS to the Counties;

Whereas, the ASO Program is self-insured, and such self-insured counties shall be responsible for paying all administrative fees, and claim charges specific to their account;

Whereas, BCBS and its affiliates are in the business of providing administrative services for such inmate medical service programs, (collectively, “ASO Program”) to eligible Counties (as set out in this agreement);

Whereas, BCBS and ACCG have entered into Inmate Medical ASO Program Sponsorship Agreement offering ASO for inmate medical services as of January 1, 2008.

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. BCBS shall offer the ASO Program according to standard Underwriting criteria to County, which is an eligible County as defined herein, as such ASO Program is set forth in the Master Contract (in the form attached hereto as Exhibit “A”) between BCBS and County as may be executed hereafter between BCBS and County.
2. BCBS shall administer and carry out the day-to-day operations of the ASO Program, including, but not limited to the processing and payment of claims.
3. County shall agree to pay all administrative fees, and claims charges (specific to its account), as may be provided for in the Master Contract executed hereafter between BCBS and County, when due to BCBS for the term of the ASO Program Agreement(s).
4. County agrees to enact, if required, an ordinance or resolution authorizing County to enter into this Agreement and all other Agreements related hereto.
5. County, hereby subscribes to the BCBS ASO Program, and acknowledges that County shall look solely to Blue Cross and Blue Shield of Georgia, Inc. for

the responsibility to operate, control, care, manage and service the ASO Program during their terms. County will make no claim against ACCG based on ACCG's sponsorship, marketing, service or communication of the ASO Program. Without limiting the forgoing, County hereby agrees that it shall never demand of ACCG the payment of any money with respect to the ASO Program and this 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 Blue Cross and Blue Shield of Georgia, Inc. by and through this Adoption Agreement or the ASO Program.

6. If the County, after enrollment in the ASO Program, terminates its coverage there under, the County shall not again be eligible to re-apply for coverage under the ASO Program until at least twenty-four (24) months shall have elapsed from the date of said termination.
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 BCBS for the Insurance Products, and all property rights or vested interests of any sort in the charges or fees paid, or any remainder thereof, other than those exclusively held by BCBS, shall belong solely to ACCG.

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

BLUE CROSS AND BLUE SHIELD
OF GEORGIA, INC.

By: _____

Title: _____

Date: _____

ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA

By: _____

Title: Executive Director

Date: _____

_____ COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

Attest: _____