RFP-7-77
Attachment D

LOCAL UNIT ADOPTION AGREEMENT AND BINDER FOR PARTICIPATION IN STATE EMPLOYEE HEALTH PLANS BY A LOCAL UNIT

WHEREAS, Public Law 286-2001 permits local unit public employers (hereinafter "Local Unit") the option of providing group health insurance for its active employees and retirees through State employee health plans.

THEREFORE, by executing this Local Unit Adoption Agreement and Binder (hereinafter ("Binder") the

_____

(hereinafter "Local Unit") adopts the health plans selected below. The health plans are contained in the Agreement for Prepaid Health Care And Administrative Services Between the State of Indiana and the respective vendors and/or the Contract for Health Benefit Administrative Services Between the State of Indiana and/or the Contract for Prepaid Vision Care and Administrative Services and the vendor or the Contract for Dental Benefits, as amended, (hereinafter, "Master Contracst").

A.LOCAL UNIT PARTICIPATION

1.1 As a precondition to offering the State health insurance plans, the Local Unit certifies that it meets the following criteria and will notify the State and Vendor if these conditions cease to be satisfied.

- 75% of eligible employees participate
- The Local Unit contributes at least 25% of the applicable premium

1.2 The Local Unit certifies that it will offer the State employee health care plans exclusively. The Local Unit will not offer any health care plans that compete with the options available through the State plans.

Failure to meet Local Unit participation requirements as identified in 1.1 and 1.2 above constitutes a default event which will be cause for termination by the Corporation of that Local Unit effective on the date the default occurred.

1.3 Local Units are afforded an annual opportunity, effective as of the next January 1, to opt into or out of this group.

1.4 The Master Contracts and Plans the State offers are subject to change at the sole discretion of the State.

DESIGNATION OF BENEFIT ADMINISTRATOR

The Local Unit hereby designates the Benefit Administrator as follows: (Note: the Benefit Administrator handles enrollment communication, distribution of materials, inquiries and remits payments) [include name or title, address, phone and e-mail]:

_____
_____
_____
_____

B.ELIGIBILITY

The definitions contained in the Master Contracts between the State and Contractors apply unless specifically modified in this section. The Local Unit hereby defines eligibility, (for active and retired: elected or appointed officers and officials; full-time employees; and part-time employees of the Local Unit), as follows: [Detail Local Unit eligibility criteria below – the same criteria will apply to all selected programs.]

_____
_____
_____
_____
_____

C.COMMENCEMENT OF COVERAGE

An enrollee's coverage shall commence the first day of the calendar month following the first premium payment unless the Local Unit arranges a different date with the vendors.

D.RATES

4.1 The monthly premium rates for coverage are as follows:

Plan	Coverage	Monthly Rate	COBRA Monthly Rate
High Deductible Health Plan 1 (HDHP)	Single	$XX.XX	$XX.XX
	Family	$XX.XX	$XX.XX
High Deductible Health Plan 2 (HDH)	Single	$XX.XX	$XX.XX
	Family	$XX.XX	$XX.XX

Anthem Traditional II	Single Family	$XX.XX $XX.XX	$XX.XX $XX.XX

M-Plan II	Single Family	$XX.XX $XX.XX	$XX.XX $XX.XX
Welborn HMO	Single Family	$XX.XX $XX.XX	$XX.XX $XX.XX
Tri-Care Companion	Single Family	$XX.XX $XX.XX	$XX.XX $XX.XX
Dental Plan	Single Family	$XX.XX $XX.XX	$XX.XX $XX.XX
EyeMed Vision	Single Family	$XX.XX $XX.XX	$XX.XX $XX.XX
Medicare Complementary with Rx	Individual	$XX.XX	
Medicare Complementary without Rx	Individual	$XX.XX	

4.2 Rates are subject to change effective January 1 every year.

4.3 The Local Unit group premiums and experience is separate from the State employee group.

4.4 The State does not guarantee payments by Local Units or individuals receiving coverage through this Agreement.

4.5 Vendor offers these benefits to the Local Unit group on a fully insured basis.

4.6 The State assumes and bears no risk of loss for benefits provided to or through Local Units.

SELECTION OF PLANS

The Local Unit hereby selects the following plans:

- ☒ Anthem HDHP 1, Anthem HDHP 2, Anthem Traditional Plan II and, if the Local Unit is within M-Plan or Welborn's service area, M-Plan II and Welborn
- ☐ Dental Plan
- ☐ EyeMed Vision
- ☐ Medicare Complementary

HOLD HARMLESS

The Local Unit agrees to indemnify, defend and hold the State, its officials, employees, or agents, harmless from all claims and suits including court costs, attorneys' fees, and other expenses, caused by any negligent act or omission of the Local Unit in the performance of this contract.

NON-COLLUSION

The undersigned attests under penalties for perjury that he/she is the representative, agent, member or officer of the Local Unit, that he/she has not, nor has any other member, employee, representative, agent or officer of the Local Unit represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this contract other than that which appears upon the face of the agreement.

EXECUTION

To participate in the offering of the State plans the Local Unit must execute this Adoption Agreement and Binder and deliver it via registered mail to the Vendor and the Indiana State Personnel Department by XX/XX/XXXX. On behalf of the Local Unit, the following individuals represent that they have the authority to enter into this legally binding agreement.

On Behalf of the Local Unit

_____

Signature

_____

Typed or Printed Name of Signatory

_____

Title

_____

Date