



KAISER PERMANENTE®

Kaiser Foundation Health Plan of Colorado

A Colorado Nonprofit Corporation

2021
LARGE GROUP
GROUP AGREEMENT

GROUP AGREEMENT

INTRODUCTION

This Group Agreement ("*Agreement*"), including the Rate Sheet(s), the Evidence of Coverage ("*EOC*") brochure(s) and the Group Application form, all of which are incorporated into this *Agreement* by reference, and any amendments to any of them, constitute the entire contract between the group named on the Rate Sheet ("Group") and Kaiser Foundation Health Plan of Colorado ("*Health Plan*"). In this *Agreement*, some capitalized terms have special meaning; please see the "Definitions" section in the *Evidence of Coverage* document for terms you should know. Pursuant to this *Agreement*, Health Plan will provide covered Services to Members in accordance with the *Evidence of Coverage*.

TERM OF AGREEMENT and RENEWAL

Term of Agreement

This *Agreement* is effective for the term shown on the Rate Sheet, unless terminated as set forth in the "Termination of Agreement" section.

Renewal

This *Agreement* does not automatically renew. If Group complies with all of the terms of this *Agreement*, Health Plan will offer to renew this *Agreement* either by sending Group a new Group Agreement to become effective immediately after termination of this *Agreement*, or by extending the term of this *Agreement* pursuant to "Amendments Effective on an Anniversary Date" in the "Amendment of Agreement" section. The new or extended Agreement will include a new term of Agreement and other changes. If Group does not renew this *Agreement*, Group must give Health Plan written notice as described under "Termination on Notice" or "Termination Due to Non-Acceptance of Amendments" in the "Termination of Agreement" section.

AMENDMENT OF AGREEMENT

Amendments Effective on an Anniversary Date

Upon 60 days' prior written notice to Group with respect to benefit or contract changes, or upon 30 days' prior written notice to Group with respect to rate changes, or as otherwise agreed to by Health Plan and Group, Health Plan may extend the term of this *Agreement* and make other changes by amending this *Agreement* effective on any year's Anniversary Date (the Anniversary Date is shown on the Rate Sheet).

Amendments Related to Government Approval

If Health Plan notified Group that Health Plan had not received all necessary government approvals related to this *Agreement*, Health Plan may amend this *Agreement* by giving written notice to Group after receiving all necessary government approvals. Any such government-approved provisions go into effect on the Anniversary Date that next followed Health Plan's original notice to Group of the provisions for which it had sought government approval (unless the government requires a later effective date).

Amendment Due to Tax or Other Charges

If a government agency or other taxing authority imposes or increases a tax or other charge (other than a tax on or measured by net income) upon Health Plan or Plan Providers (or any of their activities), then beginning on the effective date of that tax or charge, Health Plan may increase

Group's Premiums to include Group's share of the new or increased tax or charge. Group's share will be determined by dividing the number of Members enrolled through Group by the total number of members enrolled in the Health Plan.

Amendment Due to Medicare Changes

Health Plan contracts on a calendar-year basis with the Centers for Medicare & Medicaid Services (CMS) to offer Kaiser Permanente Senior Advantage. Health Plan may amend this Agreement to change any Senior Advantage EOCs and Premiums effective January 1, of the following year (unless the federal government requires or allows a different effective date). The amendment may include an increase or decrease in Premiums and benefits including Member Cost Sharing and any Medicare Part D coverage level thresholds. Health Plan will give Group written notice of any such amendment.

Other Amendments

Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to (a) address any law or regulatory requirement, which may include increasing Premiums to reflect an increase in costs to Health Plan or Plan Providers, or (b) reduce or expand the Health Plan Service Area, or (c) increase any benefits of any Medicare product approved by the Centers for Medicare and Medicaid Services (CMS), if applicable to this *Agreement*.

Group Acceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of non-acceptance at least 30 days before the effective date of the amendment to the benefits or contract language, or at least 15 days before the effective date of the amendment to rates, in which case this *Agreement* will terminate pursuant to "Termination Due to Non-Acceptance of Amendments" in the "Termination of *Agreement*" section.

TERMINATION OF AGREEMENT

This *Agreement* will terminate under any of the conditions listed below. All rights to benefits under this *Agreement* end on 11:59 p.m. on the termination date, except as expressly provided in the *Evidence of Coverage*.

Health Plan will give Group written notice if this *Agreement* terminates. Within five business days of receipt, Group will mail to each Subscriber a legible copy of the notice and will give Health Plan proof of that mailing and of the date thereof.

Termination on Notice

If Group has Kaiser Permanente Senior Advantage Members

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice from Group that it is terminating this *Agreement*, Group may terminate this *Agreement* effective the anniversary date, if the anniversary date is the first of the month or the first of the month following the anniversary date if the anniversary date is not the first of the month, by giving at least 30 days' prior written notice to Health Plan and remitting all amounts payable relating to this *Agreement*, including Premiums, for the period prior to the termination date.

If Group does not have Kaiser Permanente Senior Advantage Members

If Group does not have Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice from Group that it is terminating this *Agreement*, Group may terminate this *Agreement* effective the anniversary date, if the anniversary

date is the first of the month or the first of the month following the anniversary date if the anniversary date is not the first of the month, by giving at least 60 days' prior written notice to Health Plan and remitting all amounts payable relating to this *Agreement*, including Premiums, for the period prior to the termination date.

Termination Due to Non-Acceptance of Amendments

All amendments are deemed accepted by Group unless Health Plan receives Group's written notice of non-acceptance at least 30 days before the effective date of the amendment, in which case this *Agreement* will terminate on the following date, as applicable:

- In the case of amendments described in the "Amendment of *Agreement*" section under "Amendments Related to Government Approval" and "Amendments Due to Medicare Changes," and amendments described under "Other Amendments" that do not require 60 days notice by Health Plan, if Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice of non-acceptance, the termination date will be first of the month following 30 days after Health Plan receives notice of non-acceptance.
- In all other cases, the termination date will be the day before the effective date of the amendment.

Termination for Nonpayment

When Group fails to pay Premiums on or before the Due Date, Group shall have a period of at least thirty-one (31) days to pay all Premiums owed ("Grace Period"). The Grace Period shall begin the day after the Due Date and shall apply to all payments except the first payment. This *Agreement* will remain in full force and effect throughout the Grace Period and Group will remain responsible for payment of Premiums during the Grace Period (and any additional period prior to termination, if that occurs). If Health Plan receives full of payment of Premiums on or before the last day of the Grace Period, this *Agreement* will remain in effect according to its term and conditions.

If Group fails to pay all Premiums owed (including those owed for the Grace Period), then Health Plan may, at its option and in lieu of any other remedy, terminate this *Agreement* without further extension or consideration. Health Plan will notify Group of the past-due amount and the effective date of termination. Such notice shall be sent at least thirty (30) days prior to the effective date of termination. If Premiums are paid after the Grace Period ends, Health Plan may charge interest on the overdue Premiums. Interest shall not accrue during the Grace Period, and the (simple) interest rate shall be six (6) percent per year or the maximum amount permitted by applicable law, whichever is less.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members in order to comply with CMS termination notice requirements.

Termination for Fraud or for Intentionally Furnishing Incorrect or Incomplete Information

If Group commits fraud or intentionally furnishes incorrect or incomplete material information to Health Plan, Health Plan may terminate this *Agreement* by giving advance notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Violation of Contribution or Participation Requirements

If Group fails to comply with Health Plan's contribution or participation requirements, (including those discussed in the "Contribution and Participation Requirements" section), Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Movement Outside the Service Area

Health Plan may terminate this *Agreement* upon 30 days' prior written notice to Group if no eligible person lives, resides, or works in Health Plan's Service Area as described in the *Evidence of Coverage*.

Termination for Discontinuance of a Product or all Products within a Market

Health Plan may terminate a particular product or all products offered in the group market as permitted by law. If Health Plan discontinues offering a particular product in the group market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days' prior written notice to Group. Health Plan will offer Group another product that it makes available in the group market. If Health Plan discontinues offering all products in the group market, Health Plan may terminate this *Agreement* upon 180 days' written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct evidence of coverage.

Premiums

Group will pay to Health Plan, for each Member, the amount(s) specified on the Rate Sheet for each month on or before the date on the monthly invoice or, if Group is self-pay, then the date indicated on the Rate Sheet to which Health Plan and Group agree in writing, but in no event later than the last day of the month preceding the month of coverage (the "Due Date"). Only Members for whom Health Plan has received the appropriate Premiums payment listed on the Rate Sheet are entitled to coverage under this *Agreement*, and then only for the period for which Health Plan has received appropriate payment.

When this *Agreement* terminates, if Group does not have another agreement with Health Plan, then the due date for all Premiums amounts will be the earlier of: (1) the last Due Date, or (2) the termination date of this *Agreement*. If group does not prepay Full Premiums by the last day of the month preceding the coverage month, the Premiums may include an additional administrative charge upon renewal. "Full Premiums" means 100 percent of monthly Premiums for each enrolled Member, as set forth in this "Premiums" section.

Premium Rebates

If state or federal law requires Health Plan to rebate Premiums from this or any earlier contract year and Health Plan rebates Premiums to Group, Group represents that Group will use that rebate for the benefit of Members, in a manner consistent with the requirements of the Public Health Service Act, the Affordable Care Act, and the obligations of a fiduciary under the Employee Retirement Income Security Act (ERISA).

New Members

Premiums are payable for the entire month for new Members unless otherwise agreed to by Health Plan.

Membership Termination

Pursuant to C.R.S. 10-16-103.5, Premiums are payable for each Member:

- Through the date that Health Plan receives written notice from Group that a Member is no longer eligible or covered;
- Through the date that Health Plan receives written notice from Group that it no longer intends to maintain coverage for its Members through Health Plan; or
- Through the date that the Member covered under the policy is no longer eligible or covered if the policyholder notifies the Health Plan within ten (10) business days after the date that the Member is no longer eligible or covered because the Member left employment without notice to the Group or the Member is an employee whose employment was terminated for gross misconduct.

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or want Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if health Plan receives a termination notice on March 5, for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Termination

If Health Plan receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accordance with CMS requirements.

SUBSCRIBER CONTRIBUTIONS FOR MEDICARE PART C AND PART D COVERAGE

Medicare Part C Coverage

This "Subscriber Contributions for Medicare Part C Coverage" section applies to Group's Kaiser Permanente Senior Advantage coverage. Group's Senior Advantage Premiums include the Medicare Part C premium for coverage of items and services covered under Parts A and B of Medicare, and supplemental benefits. Group may determine how much it will require Subscribers to contribute

toward the Medicare Part C premium for each Senior Advantage Member in the Subscriber's Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part C premium, then Group agrees to the following:
 - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category
 - Group will not require different Subscriber contributions toward the Medicare Part C premium for Members within the same class
- Group will not require Subscribers to pay a contribution for Medicare Part C coverage for a Senior Advantage Member that exceeds the Medicare Part C Premium for items and services covered under Parts A and B of Medicare, and supplemental benefits. Health Plan will pass through monthly payments received from CMS (the monthly payments described in 42 C.F.R. 422.304(a)) to reduce the amount the Member contributes toward the Medicare Part C premium.

Medicare Part D Coverage

This "Subscriber Contributions for Medicare Part D Coverage" section, applies only to Group's Kaiser Permanente Senior Advantage coverage that includes Medicare Part D coverage. Group's Senior Advantage Premiums include the Medicare Part D premium. Group may determine how much it will require Subscribers to contribute toward the Medicare Part D premium for each Senior Advantage Member in the Subscriber's Family Unit, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part D premium, then Group agrees to the following:
 - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category, and are not based on eligibility for the Part D Low Income Subsidy (a subsidy described in 42 C.F.R. Section 423 Subpart P, which is offered by the Medicare program to certain low-income Medicare beneficiaries enrolled in Medicare Part D, and which reduces the Medicare beneficiaries' Medicare Part D premiums or Medicare Part D cost-sharing amounts)
 - Group will not require different Subscriber contributions toward the Medicare Part D premium for Members within the same class.
- Group will not require Subscribers to pay a contribution for prescription drug coverage for a Senior Advantage Member who exceeds the Premiums for prescription drug coverage (including the Medicare Part D premium). The Group will pass through direct subsidy payments received from CMS to reduce the amount the Member contributes toward the Medicare Part D premiums.
- Health Plan will credit Group with any Low Income Subsidy amounts that Health Plan receives from CMS for Group's Members and Health Plan will identify those Members for Group as required by CMS. For those Members, Group will first credit the Low Income Subsidy amount toward the Subscriber's contribution for that Member's Senior Advantage premium for the same month, and will then apply any remaining portion of the Member's Low Income Subsidy toward the portion of the Senior Advantage premium that Group pays on behalf of that Member for that month. If Group is unable to reduce the Subscriber's contribution before the Subscriber makes the contribution, Group shall, consistent with CMS guidance, refund the Low Income Subsidy amount to the Subscriber (up to the amount of the Subscriber Premium contribution for

the Member for that month) within 45 days after the date Health Plan receives the Low Income Subsidy amount from CMS. Health Plan reserves the right to periodically require Group to certify that Group is either reducing Subscribers' monthly Premium contributions or refunding the Low Income Subsidy amounts to Subscribers in accordance with CMS guidance.

- For any Members who are eligible for the Low Income Subsidy, if the amount of that Low Income Subsidy is less than the Member's contribution for the Medicare Part D premium, then Group should inform the Member of the financial consequences of the Member's enrolling in the Member's current coverage, as compared to enrolling in another Medicare Part D plan with a monthly premium equal to or less than the Low Income Subsidy amount.

Late Enrollment Penalty

If any Members are subject to the Medicare Part D late enrollment penalty, Premiums for those Members will increase to include the amount of that penalty.

CONTRIBUTION AND PARTICIPATION REQUIREMENTS

No change in Group's contribution or participation requirements is effective for purposes of this *Agreement* unless Health Plan consents in writing. In addition, Group must:

- Contribute to all health care plans available through Group on a basis that does not financially discriminate against Health Plan or against people who choose to enroll in Health Plan. In no case will Group's contribution be less than one-half the rate required for a single Subscriber for the plan in which the Subscriber is enrolled.
- Ensure that:
 - All eligible employees enrolled in Health Plan work at least 20 hours per week.
 - All eligible employees enrolled in Health Plan are covered by Workers' Compensation, unless not required by law to be covered.
 - No less than the percentage of eligible employees, as set forth in the Underwriting Assumptions and Requirements document, are covered by one of the company-sponsored health plans.
 - All Health Plan Subscribers live inside Health Plan's Service Area.
 - The number of active, eligible employee Subscribers enrolled under this Agreement does not fall below 10 and the ratio between the number of Subscribers and the total number of people who are eligible to enroll as Subscribers will not drop by 20 percent or more. For the purpose of computing this percentage requirement, Group may include subscribers and those eligible to enroll as subscribers under all other agreements between Group and Health Plan and all other Kaiser Foundation Health Plans and Group Health Cooperative.
 - There is a bona fide employer/employee relationship to those offered our plan, except eligible Taft-Hartley trusts and partnerships.
- Hold an annual open enrollment period during which all eligible people may enroll in Health Plan or in any other health care plan available through Group.
- Meet all applicable legal and contractual requirements, such as:
 - Group must adhere to all requirements set forth in the applicable *Evidence of Coverage*.

- Group must determine its Member eligibility requirements and obtain Health Plan's prior written approval of any Group eligibility or participation or contribution requirements that are not stated in the applicable *Evidence of Coverage*.
- Group must use Member enrollment application forms that are provided or approved by Health Plan.
- Comply with Centers for Medicare & Medicaid Services (CMS) requirements governing enrollment in, and disenrollment from, Kaiser Permanente Senior Advantage (KPSA).
- Meet all Health Plan requirements set forth in the "Underwriting Assumptions and Requirements" document.
- Offer enrollment in Health Plan to all eligible people on conditions no less favorable than those for any other health care plan available through Group.
- Permit Health Plan to examine Group's records with respect to contribution and participation requirements, eligibility, and payments under this *Agreement*.

Self-Verification of Member Eligibility

Group agrees to assume responsibility for self-verifying the eligibility of its enrolled Members. Such self-verification includes obtaining and verifying the accuracy of any and all supporting documentation received from Groups employees and eligible Dependents. In addition, Group will provide eligibility data to Health Plan that includes coverage effective dates for Group's employees and eligible Dependents to prove that eligibility complies with all applicable federal and state laws and regulations. Upon request, Group will make all verification data and documentation available to Health Plan. Health Plan reserves the right to inspect the verification data and documentation for any reason, at any time during the term of the *Agreement* and up to five (5) years thereafter.

Group further agrees to provide Health Plan with timely notification of enrollment and cancellation of enrolled Dependents, as specified in the "Eligibility and Enrollment" and "Termination of Membership" sections of the *Evidence of Coverage*.

MISCELLANEOUS PROVISIONS

Acceptance of Agreement

Group acknowledges acceptance of this *Agreement* by signing and returning the signature page of this document to Health Plan. If Group does not return the executed signature page to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Note: Group may not change this *Agreement* by adding or deleting words, and any such addition or deletion is void. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new agreement or amendment if Health Plan and Group agree on any changes.

Assignment

Health Plan may assign this *Agreement*. Group may not assign this *Agreement* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without Health Plan's prior written consent. This *Agreement* shall be binding on the successors and permitted assignees of Health Plan and Group.

Attorney Fees and Costs

If Health Plan or Group institutes legal action against the other to collect any sums owed under this *Agreement*, the party that substantially prevails will be reimbursed for its reasonable litigation expenses, including attorneys' fees, by the other party.

Commissions

Group's broker may be paid commissions or other incentives by Health Plan.

Delegation of Claims Review Authority

Group delegates to Health Plan the discretion to determine whether a Member is entitled to benefits under this *Agreement*. In making these determinations, Health Plan has authority to review claims in accordance with the procedures contained in this *Agreement* and to construe this *Agreement* to determine whether the Member is entitled to benefits. For health benefit plans that are subject to the Employee Retirement Income Security Act (ERISA), Health Plan is a "named claims fiduciary" with respect to review of claims under this *Agreement*.

Governing Law

Except as preempted by federal law, this *Agreement* will be governed in accordance with the laws of the State of Colorado. Any provision required to be in this *Agreement* by state or federal law shall bind Group and Health Plan whether or not set forth herein.

Grandfathered Health Plan Coverage

For any coverage identified in an EOC as a "grandfathered health plan" under the Patient Protection and Affordable Care Act (a/k/a the ACA), Group must immediately inform Health Plan if this coverage does not meet (or no longer meets) the requirements for grandfathered status including but not limited to any change in its contribution rate to the cost of any grandfathered health plan(s) during the plan year. Group represents that, for any coverage identified as a "grandfathered health plan" in the applicable EOC, Group has not decreased its contribution rate more than five percent (5%) for any rate tier for such grandfathered health plan when compared to the contribution rate in effect on March 23, 2010 for the same plan. Health Plan will rely on Group's representation in issuing and/or continuing any and all grandfathered health plan coverage.

Member Information

Group will inform Subscribers of eligibility requirements for Members and when coverage becomes effective and terminates.

When Health Plan notifies Group about changes to this *Agreement* or provides Group other information that affects Members, Group will disseminate the information to Subscribers by the next regular communication to them, but in no event later than 30 days after Group receives the information.

Group will provide electronic or paper summaries of benefits and coverage (SBCs) to participants and beneficiaries to the extent required by law, except that Health Plan will provide SBCs to Members who make a request to Health Plan.

No Waiver

Health Plan's failure to enforce any provision of this *Agreement* will not constitute a waiver of that or any other provision, or impair Health Plan's right thereafter to require Group's strict performance of any provision.

Notices

Notices must be delivered in writing to the address listed below, except that

- Health Plan and Group may each change its notice address by giving written notice to the other
- Health Plan may send notices and all other documents to Group's broker instead of sending them directly to Group if Health Plan has a Broker of Record statement from Group
- Health Plan may send notices and all other documents to Group's consultant instead of sending them directly to Group if Group has given Health Plan written notice that Group is represented by a consultant

Notices are deemed given when delivered in person or deposited in a U.S. Postal Service receptacle for the collection of U.S. mail.

Notices from Health Plan to Group:

To the most current address on record with Health Plan.

Notices from Group to Health Plan:

**Kaiser Foundation Health Plan of Colorado
2500 South Havana Street
Aurora, Colorado 80014-1622**

Representation Regarding Waiting Periods

By entering into this Agreement, Group hereby represents that Group does not impose a waiting period exceeding 90 days on employees who meet Group's eligibility requirements. For purposes of this requirement, a "waiting period" is the period that must pass before coverage for an individual who is otherwise eligible to enroll under the terms of a group health plan can become effective, in accordance with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

In addition, Group represents that eligibility data provided by the Group to Health Plan will include coverage effective dates for Group's employees that correctly account for eligibility in compliance with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

Social Security and Tax Identification Numbers

Within 30-60 days after Health Plan sends Group a written request, Group will send Health Plan a list of all Members covered under this Group Agreement, along with the following:

- The Member's Social Security number
- The tax identification number of the employer of the Subscriber in the Member's Family Unit

- Any other information that Health Plan is required by law to collect

Time Limit on Reporting Membership Changes

Group must report membership changes (including sending appropriate membership forms) within the time limit for retroactive changes and in accordance with any applicable “rescission” provisions of the Patient Protection and Affordable Care Act and regulations. The time limit for retroactive membership **additions** is the calendar month when Health Plan receives Group’s notification of the change plus the previous two months, unless Health Plan agrees otherwise in writing.

Involuntary Kaiser Permanente Senior Advantage Membership Termination

Group must give Health Plan 30 days prior written notice of Senior Advantage Medicare Plus involuntary membership terminations. An involuntary membership termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member’s request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan receives a Senior Advantage Medicare Plus membership termination notice unless Group specifies a later termination date. For example, if Health Plan receives a termination notice on March 5 for a Senior Advantage Medicare Plus Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Termination

If Health Plan receives a disenrollment notice from CMS or membership termination request from the Member, the membership termination date will be in accordance with CMS requirements.

The administration of COBRA and State Continuation of Coverage participants will be in accordance with applicable Federal and State laws.

The parties have caused this *Agreement* to be executed by their duly authorized officers.

**EXECUTED IN DENVER, COLORADO TO TAKE EFFECT AS
OF: 1/1/2021**

GROUP:

**KAISER FOUNDATION HEALTH PLAN OF COLORADO – A
NONPROFIT CORPORATION**

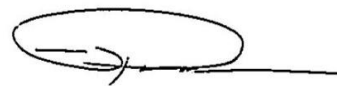
BY: COUNTY OF ADAMS
385

Authorized Group Officer Signature

Please Print Your Name and Title

Date Signed

BY:



Authorized Representative Signature

Mike Ramseier, President – Colorado Region
Please Print Your Name and Title

2/5/2021

Date Signed