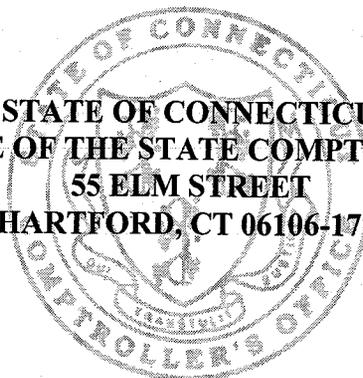


**REQUEST FOR PROPOSAL (RFP)**  
**VISION PLAN**  
**SUPPLEMENTAL BENEFITS PROGRAM**

**STATE OF CONNECTICUT**  
**OFFICE OF THE STATE COMPTROLLER**  
**55 ELM STREET**  
**HARTFORD, CT 06106-1775**



## TABLE OF CONTENTS

|             |   |           |
|-------------|---|-----------|
| <b>I.</b>   | <b>STATEMENT OF OBJECTIVES</b>                          | <b>1</b>  |
| <b>II.</b>  | <b>BACKGROUND</b>                                       | <b>1</b>  |
| <b>III.</b> | <b>LEVEL OF ACTIVITY</b>                                | <b>1</b>  |
| <b>IV.</b>  | <b>PROPOSAL SUBMISSION REQUIREMENTS</b>                 | <b>1</b>  |
| <b>V.</b>   | <b>QUESTIONNAIRE</b>                                    | <b>8</b>  |
| <b>VI.</b>  | <b>STANDARD CONTRACT TERMS &amp; CONDITIONS</b>         | <b>10</b> |
| <b>VII.</b> | <b>EVALUATION OF PROPOSALS</b>                          | <b>11</b> |
|             | <b>ATTACHMENTS</b>                                      | <b>13</b> |
|             | <b>1 – MEDICAL PLANS SUMMARY</b>                        |           |
|             | <b>2 – VALUE ADDED DISCOUNTS SUMMARY</b>                |           |
|             | <b>3 – CORE-CT FILE LAYOUT/SUBMISSION REQUIREMENTS</b>  |           |
|             | <b>4 – COMPTROLLER’S GIFT CERTIFICATION</b>             |           |
|             | <b>5 – COMPTROLLER’S CAMPAIGN AFFIDAVIT</b>             |           |
|             | <b>6 – SAMPLE CONTRACT</b>                              |           |
|             | <b>7 – NON-DISCRIMINATION CERTIFICATION</b>             |           |
|             | <b>8 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS</b> |           |

## **I. STATEMENT OF OBJECTIVES**

In accordance with Section 3-123g of the Connecticut General Statutes, the State of Connecticut, Office of the State Comptroller's (OSC) Vendor Advisory Committee (VAC), will be considering submissions from vendors interested in providing a supplemental vision discount benefit program under the Supplemental Benefits Program (Program) to State employees and retirees, the cost of which will be remitted to such applicants through voluntary payroll deductions. Employees and retirees purchasing such coverage will bear the entire cost, no employer contribution is contemplated. It is the intent of the State that the product selected work as a wrap-around product to the benefits currently offered under the State's medical plan.

Based upon the Committee's recommendations, the Comptroller intends to authorize the selected applicants to market approved products and services to State employees and retirees under stipulated terms and conditions for a period of four years commencing February 1, 2011 and expiring December 31, 2014. The contract will include a clause that reserves the right to renew the contract for up to an additional one year period at the conclusion of the contract term. This right will be exercised solely at OSC's discretion. The State reserves the right to award or reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served. All proposals will be kept sealed and safe until the deadline for submission has passed.

## **II. BACKGROUND**

Employees and retirees have access to limited vision care through the State medical plan. Under the in-network plans, vision care is limited to one exam per year with a \$15 co-pay; under the out-of-network plans, vision care is limited to one exam every two years payable at 50% cost (Attachment 1). Both medical plan providers offer value-added programs which include vision care discounts for eyewear and laser surgery which range in discounts from 15%, 20% or 30% (Attachment 2).

## **III. LEVEL OF ACTIVITY**

The State of Connecticut currently employs approximately 55,000 State employees and a retiree population of approximately 38,000.

## **IV. PROPOSAL SUBMISSION REQUIREMENTS**

- A. Contractors must adhere to all requirements outlined in this RFP. Failure to do so will result in rejection of the RFP response.
- B. The Contractor shall submit an original plus eight (8) copies of its proposal in loose-leaf binders. Hard copies must also be accompanied by electronic copy on a CD or DVD. Proposals shall be submitted to:

STATE OF CONNECTICUT  
Office of the State Comptroller  
Attention: Araceli Alvarez  
Supervisor, Employee Benefits Unit  
HealthCare Policy & Benefit Services Division  
55 Elm Street  
Hartford, CT 06106

- C. To assist carriers in developing proposals, a specially prepared State employee database will be made available upon request. This database identifies employees by employment number, and for each provides: a) date of birth; b) date of hire; c) sex; d) biweekly salary – if applicable to product e) zip code of residence f) monthly pension amount – if applicable to product. The database will be transmitted electronically and may be obtained by requesting it no later than 4:30 pm on Monday, November 8, 2010, in writing to the VAC at: [osc.suppbenprgm@po.state.ct.us](mailto:osc.suppbenprgm@po.state.ct.us)

Vendors with questions regarding the proposal must submit them in writing addressed to the VAC at: [osc.suppbenprgm@po.state.ct.us](mailto:osc.suppbenprgm@po.state.ct.us) by 2:00 PM on Monday, November 8, 2010. It is expected that the VAC will provide responses to those questions submitted by the deadline date by, Monday, November 15, 2010.

- D. Except as called for in this RFP, vendors may not communicate with the OSC or the HealthCare Policy & Benefit Services Division of the OSC about the RFP until a vendor has been selected.
- E. Final responses must be in writing and received by 2:00 PM on Monday, December 13, 2010.
- F. Freedom of Information Act and Confidential Information. All proposals submitted in response to this RFP will become the sole property of the State and subject to the terms of the Connecticut Freedom of Information Act (FOIA) and its corresponding rules, regulations and interpretations. Those particular sentences, paragraphs, pages or sections that the bidder believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA, must be specifically identified as such. If the bidder indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Division will endeavor to keep said information confidential to the extent permitted by law. The Division however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The bidder shall have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event shall the Division or the State have any liability for the disclosure of any documents in its possession which the State or the Division believes are required to be disclosed pursuant to the FOIA or other requirements of law. Note that the OSC will reject any proposals marked in their entirety as confidential or proprietary.

Copies on a CD ROM (Redacted): Any vendor that claims its proposal contains confidential information that is exempt from disclosure under the Freedom of Information Act shall submit two (2) copies of a CD-ROM of its entire proposal (including all attachments) in a form compatible with Microsoft WORD, current version, with: (1) all confidential and propriety information redacted; (2) a description of those particular sentences, paragraphs, pages or sections that the bidder believes are exempt from disclosure under the FOIA; and (3) an explanation and rationale sufficient to justify each exemption. Should the Division receive a FOIA request for the proposal, the Division will provide a copy of the CD containing the redacted proposal. Failure to provide a redacted CD will signify the bidder's agreement that all submitted information may be disclosed pursuant to the FOIA.

G. The contractor is expected to respond to each of the following:

1. **Title Page**

A title page indicating the date, subject, name of the Contractor, central office address and the local office address (if a local office will be performing the contracted services) and the mailing address, e-mail address, telephone number, name and title of the Contractor's contact person for the purpose of clarifying any information submitted.

2. **Organizational Structure**

A general description of the Contractor's organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and the primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.).

3. **Contractor Experience/Description**

A description of the Contractor that will underwrite the vision coverage including the Contractor's experience specific to the services requested in this RFP, along with the relevant experience of the staff/principal(s) who would be assigned to this project. List all comparable governmental agencies, corporations, and organizations that the staff members designated for the engagement of services sought by this RFP have provided these services to within the past two (2) years, specifying those with a unionized workforce. In addition, the listing should include the number of years that the Contractor has been retained by comparable governmental agencies, corporations, and organizations to provide such services. Contractors are encouraged to identify other experience, factors, or strengths that they possess which may assist the State in its selection process.

4. **Financials:**

Each carrier must provide detailed information on the financial standing of the insurer proposing to offer the plan, including its most recent financial ratings from the independent rating agencies, such as A.M. Best Company, Standard & Poors and Moody's. If the

insurer offers multiple lines of insurance, please describe the overall financial status of the insurer and specific financial information regarding the insurer's vision insurance portfolio. Each carrier must also provide a listing of all requests they have made in the past for rate increases for their vision policies, both in Connecticut and nationwide. The listing should note the state the request was made in, the amount of the request, whether the request was granted and, if so, the amount of increase granted.

5. **Policy Description:**

Each submission must contain a complete description of the features of the vision discount benefit program being offered for review by the VAC. This description must specifically address the program's:

- a) Underwriting provisions
- b) Open enrollment period
- c) Network coverage (in and out-of network including premium and/or benefit coverage differences)
- d) Waiting period (if any)
- d) Availability of benefit to employee's family members (if any)
- e) Portability (if any)

Where the Connecticut State Insurance Department has approved a policy, a copy must be submitted. Where the policy has yet to receive Insurance Department approval (for instance, because the policy is being written for the specific purpose of this RFP or otherwise awaiting administrative action) a draft copy must be submitted. Each submission must clearly state the program discount associated with such offering.

6. **Premiums:**

Each submission must contain a full schedule of premiums along with the representation that such premiums will be guaranteed for the contract term proposed.

Premium schedules must be provided in bi-weekly or monthly amounts.

The State is not responsible for any costs incurred by any party in responding to this RFP.

The State of Connecticut is exempt from the payment of excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

7. **References**

Provide the names, addresses, and phone numbers of past and present customers who can serve as references. References should include managers and union officials who have worked directly with the Contractor in engagements similar to the scope of the work proposed in the RFP.

8. **Computer Systems**

Each submission must provide a description of on-site computer system Contractor will be using.

9. **Backup Equipment**

Describe the alternative backup for all equipment which may be used by Contractor.

10. **Subcontracts**

Identify the subcontractor(s), if any, to be utilized in meeting the service requirements of the RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

11. **Recommended Work Plan**

Provide a statement of the Contractor's capacity to provide each of the deliverables specified in this RFP within the expressed time frame.

12. **Remittance File Layout/ Submission Requirements**

The selected Contractor must conform to the file layout requirements of the State of Connecticut Core-CT system outlined in Attachment 3.

In addition, all respondents must confirm that they can access the Core-CT portal address from the Production Supplier Portal URL:

<https://corect.ct.gov:10400/psp/PSPRD/?cmd=login> and the Test Supplier Portal URL:  
<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>.

13. **Sole or Multi Vendor Arrangement**

Each response must clearly stipulate whether its terms are applicable to a sole vendor arrangement (meaning one Contractor would be selected to market the Program) or a multi-vendor environment (meaning more than one Contractor would be selected), or both. Where a Contractor is agreeable to participating in both a sole vendor arrangement and a multi-vendor environment, indicate clearly the resultant impact, if any, on its fee schedule.

14. **Contract Term**

For purposes of this RFP, it is anticipated that this contract will be written for a term of four years from February 1, 2011 to December 31, 2014.

**15. Sales and Marketing**

Proposals must contain a work plan for marketing the Program to employees located throughout the State. Each Contractor must provide a proposed plan for marketing its products to employees located in agencies, like the Department of Corrections and Department of Public Safety, where on-site visits are not feasible.

Resources that will be dedicated to these purposes must be identified and internet links, sample sales and marketing materials, such as descriptive brochures, CD's/DVD's, letters, presentations and enrollment forms should be provided. Note that any sales and marketing fees must be rolled into the pricing structure.

A sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Contractor transmits to clients on a regular basis concerning the scope of work proposed in this RFP.

**16. Acknowledgement**

Each proposal must contain the Contractor's acknowledgement that it accepts as final the determinations of the State Comptroller.

**17. State Specific Toll Free Number**

Each Contractor will be expected to operate a State-specific toll free number during the entire contract period.

**18. Reporting**

Each Contractor will be expected to provide ongoing reporting relative to product(s) offered for participating employees.

**19. Web Site**

Each Contractor must specify and include samples of a State specific web site relative to the product(s) offered.

**20. Conflict of Interest**

Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.

**21. Regulatory Issues**

Disclose any regulatory problems experienced in the past ten years.

## 22. Affirmative Action

The proposal must include a summary of the Contractor's experience with Affirmative Action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- a. The Contractor's success in implementing an affirmative action plan;
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The Contractor's promise to develop and implement a successful affirmative action plan;
- d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See C.G.S. 32-9e).

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>, please click on the four forms indicated below to download the pdf files from the CHRO web page:

- ***Notification to Bidders***  
This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations.
- ***Workforce Analysis Affirmative Action Report-State Contractors***  
This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. The form must be completed by the Contractor and submitted with the proposal.
- ***Affidavit for Certification of Subcontractors as Minority Business Enterprises***  
Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract.
- ***Contract Compliance Notice Poster***

This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment.

More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at [www.state.ct.us/chro](http://www.state.ct.us/chro) under "Contract Compliance."

**23. Authorized Agent**

An authorized agent for the Contractor with authority to negotiate and contractually bind the Contractor must sign the proposal; such individual's title, mailing address, e-mail address and telephone number must also be provided.

**24. Gift Certification and Campaign Affidavit**

The Contractor is required by the Office of the State Comptroller to provide affidavits detailing any gifts and campaign contributions, as that term is defined in Section 1-79(e) of the Connecticut General Statutes, given to officers or employees of the OSC for the two year period preceding the issuance of the RFP. The affidavits are required to be submitted as part of the contractor's response.

The Gift Certification and Campaign Affidavit are provided as Attachment 4 and 5 to this RFP.

At the contractor's option, an Executive Summary may be included with the Proposal.

**V. QUESTIONNAIRE**

The Contractor is expected to respond to the following:

1. How long has your organization been administering vision care benefits?
2. Are your services for self-funded or fully-funded plans?
3. How many groups and individuals does your company currently cover in the State of Connecticut?
4. How many groups and individuals does your company currently cover nationally?
5. Provide detailed information regarding your credentialing process and/or detailed information regarding your administrator's credentialing process for both new and current providers including who conducts credentialing and re-credentialing.
6. How often are network providers re-credentialed?
7. Provide a detailed description of the process for removing providers from the network who do not meet contractual and/or provider requirements.
8. Under what terms may providers withdraw from networks? How are participants notified?
9. What is your retention rate for: (a) primary providers; (b) specialists?

10. How many providers have been disciplined and/or terminated during the past three years for any type of compliance violation?
11. When are provider contract renewals conducted?
12. Provide the number of providers in the vision network(s) broken down by geographical area. Include national and in-state networks. Detail those areas with limited access.
13. Detail the type of providers and facilities that participate in your network(s).
14. What percentage of your network providers are accepting new members?
15. Are provider directories available online?
16. How often are provider directories updated?
17. Describe the process members must follow to access services provided by your network.
18. Provide a detailed summary of the services offered under your program.
19. What brands or manufacturers of contact lenses are available to members?
20. What frame brands or manufacturers are available to members for frames?
21. Are members limited to certain frames based on cost, coverage or network?
22. Are additional discounts available for frames and if so, what are the discounts based on?
23. What, if any, is your professional relationship with optical laboratories?
24. Describe in detail your professional liability coverage including amounts.
25. Describe how you monitor the accuracy of paid claims.
26. Describe your organizational standard for claims accuracy.
27. Describe in detail your claims auditing process.
28. What percentage of claims are automatically adjudicated?
29. How many claims are processed monthly?
30. What percentage of claims are submitted by: (a) network providers; (b) non-network providers?
31. Describe in detail the experience of the dedicated claims representatives assigned to this account.
32. Detail the average turnaround time for claims processing.
33. Are you willing to establish a financial risk for a claims commitment turnaround period?
34. What is your claims rejection rate?
35. Where is your claims processing center located?
36. How are denied claims communicated to participants?
37. What is the grievance process for members with denied claims?
38. Are you willing to establish a financial risk for a timeliness of grievance resolution?
39. How are potential fraudulent claims identified and what process is in place to address these?
40. Describe in detail your customer service operations including personnel training, center operations, response time, abandonment rate, call monitoring, etc.
41. Are you willing to offer performance standards based on timeliness of call response and abandonment rate? If so, will you assume a financial risk if these aren't met?
42. Describe in detail your internet capabilities.

## **VI. STANDARD CONTRACT TERMS AND CONDITIONS**

Be advised that the State has certain contract requirements. Contractors responding to this RFP must adhere to the Comptroller's contract requirements, as set forth in a sample contract attached hereto as Attachment 6, and must affirmatively state their willingness to adhere to these terms and conditions in a transmittal letter appended to their proposal response.

1. **Timing and Sequence** - All timing and sequence of events resulting from this RFP will ultimately be determined by the State.
2. **Stability of Proposed Prices** - Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.
3. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
4. **Amending or Canceling Requests** - The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.
5. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
6. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
7. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
8. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.
9. **Collusion** - By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.

No Contractor or Contractor's representative may contact an employee of the State or their representatives regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

10. **“Not to Exceed” Quotations** – All cost estimates will be considered as “not to exceed” quotations.
11. **Contractor’s Conference** - There will be no Contractors’ conference.

Additionally, please be advised that the State will require the following provisions:

The contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may State contract contain limited liability and/or binding arbitration provisions. The State will not indemnify a Contractor or waive its sovereign immunity.

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence, the Contractor shall at all time assign competent personnel/staff to perform the services contracted for under this agreement. If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder.

Contractor shall review any requests by State to reassign personnel/staff. In requesting such reassignment of personnel/staff, State shall give thirty days (30) notice to Contractor of State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the State may terminate this agreement by providing written notice.

## **VII. EVALUATION OF PROPOSALS**

Each Proposal will be evaluated by a screening committee against the following criteria to determine which Contractor is most capable of implementing the State’s requirements.

1. The benefit of the product or service to State employees.

2. The price or rate of the product or service including the competitiveness of proposed cost.
3. The skill, ability, competence and integrity of the Contractor and Contractor's personnel to deliver such product and service, including the Contractor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.
4. The past performance of the Contractor. In considering past performance, the VAC will evaluate the skill, ability and integrity of the applicant in terms of the applicant's fulfillment of past contract obligations, and experience or lack thereof in delivering the same or similar products and services.
5. At the Comptroller's option, presentation to a screening committee.
6. Any other information the VAC or the Comptroller deems necessary.

## **ATTACHMENTS**

# Your Medical Plans at a Glance

| BENEFIT FEATURES  | BOTH CARRIERS  |                   | BOTH CARRIERS   |
|---|--|-------------------|---|
|   | POE, POE-G AND<br>OUT-OF-AREA IN NETWORK             | POS IN<br>NETWORK | POS<br>OUT-OF-NETWORK   |
| <b>Annual Deductible</b>                                  |  |                   |   |
| Each Individual   |  | None              | \$300   |
| Family (3 or more)  |  | None              | \$900   |
| <b>Annual Out-of-Pocket Maximums</b>                      |  |                   |   |
| Each Individual   |  | None              | \$2,000 (plus deductible)   |
| Family  |  | None              | \$4,000 (plus deductible)   |
| <b>Coinsurance</b>  |  | None              | You pay 20% of allowable charge plus**                                  |
| <b>Lifetime Maximum</b>                                   |  | None              | None  |
| <b>Outpatient Physician Visits</b>                        | \$10 copay   | \$15 copay        | 80%   |
| <b>Preventive Care</b>                                    |  |                   |   |
| Children  | No copayment for well-child visits and immunizations |                   | 80%   |
| Adults  | \$5 copay***   |                   |   |
| <b>Family Planning</b>                                    |  |                   |   |
| Oral Contraceptives - Rx plan                             | Covered on same basis as other prescription drugs    |                   | Covered on same basis as other prescription drugs                       |
| Vasectomy   | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| Tubal Ligation  | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Inpatient Physician</b>                                | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Inpatient Hospital</b>                                 | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Outpatient Surgical Facility</b>                       | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Ambulance</b>  | 100% (if emergency)                                  |                   | 100% (if emergency)   |
| <b>Pre-admission Certification/<br/>Concurrent Review</b> | Through participating provider                       |                   | Penalty of 20% up to \$500 for no certification                         |
| <b>Mental Health</b>                                      | Pre-certification required                           |                   | Pre-certification required  |
| Inpatient   | 100%   |                   | 80%   |
| Outpatient  | \$10 copay   | \$15 copay        | 80%   |
| <b>Substance Abuse</b>                                    | Pre-certification required                           |                   | Pre-certification required  |
| Detoxification  | 100%   |                   | 80%   |
| Inpatient   | 100%   |                   | 80%   |
| Outpatient  | \$10 copay   | \$15 copay        | 80%   |
| <b>Skilled Nursing Facility</b>                           | 100% (pre-certification required)                    |                   | 80%, up to 60 days/year (pre-certification required)                    |
| <b>Home Health Care</b>                                   | 100% (pre-certification required)                    |                   | 80%, up to 200 visits/year (pre-certification required)                 |
| <b>Hospice</b>  | 100% (pre-certification required)                    |                   | 80%, up to 60 days (pre-certification required)                         |
| <b>Short Term Rehabilitation<br/>and Physical Therapy</b> | 100%   |                   | 80%, up to 60 inpatient days, 30 outpatient days per condition per year |
| <b>Diagnostic X-Ray and Lab</b>                           | 100%   |                   | 80%   |
| <b>Pre-Admission Testing</b>                              | 100%   |                   | 80%   |
| <b>Urgent or Emergency Care</b>                           | 100%   |                   | 100%  |
| <b>Durable Medical Equipment</b>                          | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Prosthetics</b>  | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Routine Eye Exam</b>                                   | \$15 copay, 1 exam per year                          |                   | 50%, 1 exam every 2 years   |
| <b>Audiological Screening</b>                             | \$15 copay, 1 exam per year                          |                   | 80%, 1 exam per year  |

\*\* You pay 20% of the allowable charge plus 100% of any amount your provider bills over the allowable charge.

\*\*\* Note: For adult physical examinations and routine gynecological examinations and Pap smears pursuant to carrier plan schedules.

# Your Medical Plans at a Glance

| BENEFIT FEATURES  | BOTH CARRIERS  |   |
|---|--|---|
|   | POE, POE-G, POS AND<br>OUT-OF-AREA IN NETWORK        | POS<br>OUT-OF-NETWORK   |
| <b>Annual Deductible</b>                                  |  |   |
| Each Individual   | None   | \$300   |
| Family (3 or more)  | None   | \$900   |
| <b>Annual Out-of-Pocket Maximums</b>                      |  |   |
| Each Individual   | None   | \$2,000 (plus deductible)   |
| Family  | None   | \$4,000 (plus deductible)   |
| <b>Coinsurance</b>  | None   | You pay 20% of allowable charge plus*                                   |
| <b>Lifetime Maximum</b>                                   | None   | None  |
| <b>Outpatient Physician Visits</b>                        | \$5 copay  | 80%   |
| <b>Preventive Care</b>                                    |  |   |
| Children  | No copayment for well-child visits and immunizations | 80%   |
| Adults  | \$5 copay  |   |
| <b>Family Planning</b>                                    |  |   |
| Oral Contraceptives - Rx plan                             | Covered on same basis as other prescription drugs    | Covered on same basis as other prescription drugs                       |
| Vasectomy   | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| Tubal Ligation  | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| <b>Inpatient Physician</b>                                | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| <b>Inpatient Hospital</b>                                 | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| <b>Outpatient Surgical Facility</b>                       | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| <b>Ambulance</b>  | 100% (if emergency)                                  | 100% (if emergency)   |
| <b>Pre-admission Certification/<br/>Concurrent Review</b> | Through participating provider                       | Penalty of 20% up to \$500 for no certification                         |
| <b>Mental Health</b>                                      | Pre-certification required                           | Pre-certification required  |
| Inpatient   | 100%   | 80%   |
| Outpatient  | \$5 copay  | 80%   |
| <b>Substance Abuse</b>                                    | Pre-certification required                           | Pre-certification required  |
| Detoxification  | 100%   | 80%   |
| Inpatient   | 100%   | 80%   |
| Outpatient  | \$5 copay  | 80%   |
| <b>Skilled Nursing Facility</b>                           | 100% (pre-certification required)                    | 80%, up to 60 days/year (pre-certification required)                    |
| <b>Home Health Care</b>                                   | 100% (pre-certification required)                    | 80%, up to 200 visits/year (pre-certification required)                 |
| <b>Hospice</b>  | 100% (pre-certification required)                    | 80%, up to 60 days (pre-certification required)                         |
| <b>Short Term Rehabilitation and Physical Therapy</b>     | 100%   | 80%, up to 60 inpatient days, 30 outpatient days per condition per year |
| <b>Diagnostic X-Ray and Lab</b>                           | 100%   | 80%   |
| <b>Pre-Admission Testing</b>                              | 100%   | 80%   |
| <b>Urgent or Emergency Care</b>                           | 100%   | 100%  |
| <b>Durable Medical Equipment</b>                          | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| <b>Prosthetics</b>  | 100% (pre-certification required)                    | 80% (pre-certification required)  |
| <b>Routine Eye Exam</b>                                   | \$15 copay, 1 exam per year                          | 50%, 1 exam every 2 years   |
| <b>Audiological Screening</b>                             | \$15 copay, 1 exam per year                          | 80%, 1 exam per year  |

\* You pay 20% of the allowable charge plus 100% of any amount your provider bills over the allowable charge.

# Your Medical Plans at a Glance

| BENEFIT FEATURES  | BOTH CARRIERS  |                   | BOTH CARRIERS   |
|---|--|-------------------|---|
|   | POE, POE-G AND<br>OUT-OF-AREA IN NETWORK             | POS IN<br>NETWORK | POS<br>OUT-OF-NETWORK   |
| <b>Annual Deductible</b>                                  |  |                   |   |
| Each Individual   |  | None              | \$300   |
| Family (3 or more)  |  | None              | \$900   |
| <b>Annual Out-of-Pocket Maximums</b>                      |  |                   |   |
| Each Individual   |  | None              | \$2,000 (plus deductible)   |
| Family  |  | None              | \$4,000 (plus deductible)   |
| <b>Coinsurance</b>  |  | None              | You pay 20% of allowable charge plus**                                  |
| <b>Lifetime Maximum</b>                                   |  | None              | None  |
| <b>Outpatient Physician Visits</b>                        | \$10 copay*  | \$15 copay*       | 80%   |
| <b>Preventive Care</b>                                    |  |                   |   |
| Children  | No copayment for well-child visits and immunizations |                   | 80%   |
| Adults  | \$5 copay***   |                   |   |
| <b>Family Planning</b>                                    |  |                   |   |
| Oral Contraceptives - Rx plan                             | Covered on same basis as other prescription drugs    |                   | Covered on same basis as other prescription drugs                       |
| Vasectomy   | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| Tubal Ligation  | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Inpatient Physician</b>                                | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Inpatient Hospital</b>                                 | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Outpatient Surgical Facility</b>                       | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Ambulance</b>  | 100% (if emergency)                                  |                   | 100% (if emergency)   |
| <b>Pre-admission Certification/<br/>Concurrent Review</b> | Through participating provider                       |                   | Penalty of 20% up to \$500 for no certification                         |
| <b>Mental Health</b>                                      | Pre-certification required                           |                   | Pre-certification required  |
| Inpatient   | 100%   |                   | 80%   |
| Outpatient  | \$10 copay*  | \$15 copay*       | 80%   |
| <b>Substance Abuse</b>                                    | Pre-certification required                           |                   | Pre-certification required  |
| Detoxification  | 100%   |                   | 80%   |
| Inpatient   | 100%   |                   | 80%   |
| Outpatient  | \$10 copay*  | \$15 copay*       | 80%   |
| <b>Skilled Nursing Facility</b>                           | 100% (pre-certification required)                    |                   | 80%, up to 60 days/year (pre-certification required)                    |
| <b>Home Health Care</b>                                   | 100% (pre-certification required)                    |                   | 80%, up to 200 visits/year (pre-certification required)                 |
| <b>Hospice</b>  | 100% (pre-certification required)                    |                   | 80%, up to 60 days (pre-certification required)                         |
| <b>Short Term Rehabilitation<br/>and Physical Therapy</b> | 100%   |                   | 80%, up to 60 inpatient days, 30 outpatient days per condition per year |
| <b>Diagnostic X-Ray and Lab</b>                           | 100%   |                   | 80%   |
| <b>Pre-Admission Testing</b>                              | 100%   |                   | 80%   |
| <b>Urgent or Emergency Care</b>                           | 100%   |                   | 100%  |
| <b>Durable Medical Equipment</b>                          | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Prosthetics</b>  | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Routine Eye Exam</b>                                   | \$15 copay, 1 exam per year                          |                   | 50%, 1 exam every 2 years   |
| <b>Audiological Screening</b>                             | \$15 copay, 1 exam per year                          |                   | 80%, 1 exam per year  |

\* \$5 copay for retirees who retired before July 1, 1999.

\*\* You pay 20% of the allowable charge plus 100% of any amount your provider bills over the allowable charge.

\*\*\* Note: For adult physical examinations and routine gynecological examinations and Pap smears pursuant to carrier plan schedules.

# Your Medical Plans at a Glance

| BENEFIT FEATURES  | BOTH CARRIERS  |                   | BOTH CARRIERS   |
|---|--|-------------------|---|
|   | POE, POE-G AND<br>OUT-OF-AREA IN NETWORK             | POS IN<br>NETWORK | POS<br>OUT-OF-NETWORK   |
| <b>Annual Deductible</b>                                  |  |                   |   |
| Each Individual   |  | None              | \$300   |
| Family (3 or more)  |  | None              | \$900   |
| <b>Annual Out-of-Pocket Maximums</b>                      |  |                   |   |
| Each Individual   |  | None              | \$2,000 (plus deductible)   |
| Family  |  | None              | \$4,000 (plus deductible)   |
| <b>Coinsurance</b>  |  | None              | You pay 20% of allowable charge plus**                                  |
| <b>Lifetime Maximum</b>                                   |  | None              | None  |
| <b>Outpatient Physician Visits</b>                        | \$10 copay   | \$15 copay        | 80%   |
| <b>Preventive Care</b>                                    |  |                   |   |
| Children  | No copayment for well-child visits and immunizations |                   | 80%   |
| Adults  | \$5 copay*   |                   |   |
| <b>Family Planning</b>                                    |  |                   |   |
| Oral Contraceptives - Rx plan                             | Covered on same basis as other prescription drugs    |                   | Covered on same basis as other prescription drugs                       |
| Vasectomy   | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| Tubal Ligation  | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Inpatient Physician</b>                                | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Inpatient Hospital</b>                                 | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Outpatient Surgical Facility</b>                       | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Ambulance</b>  | 100% (if emergency)                                  |                   | 100% (if emergency)   |
| <b>Pre-admission Certification/<br/>Concurrent Review</b> | Through participating provider                       |                   | Penalty of 20% up to \$500 for no certification                         |
| <b>Mental Health</b>                                      | Pre-certification required                           |                   | Pre-certification required  |
| Inpatient   | 100%   |                   | 80%   |
| Outpatient  | \$10 copay   | \$15 copay        | 80%   |
| <b>Substance Abuse</b>                                    | Pre-certification required                           |                   | Pre-certification required  |
| Detoxification  | 100%   |                   | 80%   |
| Inpatient   | 100%   |                   | 80%   |
| Outpatient  | \$10 copay   | \$15 copay        | 80%   |
| <b>Skilled Nursing Facility</b>                           | 100% (pre-certification required)                    |                   | 80%, up to 60 days/year (pre-certification required)                    |
| <b>Home Health Care</b>                                   | 100% (pre-certification required)                    |                   | 80%, up to 200 visits/year (pre-certification required)                 |
| <b>Hospice</b>  | 100% (pre-certification required)                    |                   | 80%, up to 60 days (pre-certification required)                         |
| <b>Short Term Rehabilitation and Physical Therapy</b>     | 100%   |                   | 80%, up to 60 inpatient days, 30 outpatient days per condition per year |
| <b>Diagnostic X-Ray and Lab</b>                           | 100%   |                   | 80%   |
| <b>Pre-Admission Testing</b>                              | 100%   |                   | 80%   |
| <b>Urgent or Emergency Care</b>                           | 100%   |                   | 100%  |
| <b>Durable Medical Equipment</b>                          | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Prosthetics</b>  | 100% (pre-certification required)                    |                   | 80% (pre-certification required)  |
| <b>Routine Eye Exam</b>                                   | \$15 copay, 1 exam per year                          |                   | 50%, 1 exam every 2 years   |
| <b>Audiological Screening</b>                             | \$15 copay, 1 exam per year                          |                   | 80%, 1 exam per year  |

\* Note: For adult physical examinations and routine gynecological examinations and Pap smears pursuant to carrier plan schedules.

\*\* You pay 20% of the allowable charge plus 100% of any amount your provider bills over the allowable charge.

## Comparing Plans: A Message From Anthem

### Anthem Blue Cross and Blue Shield Offerings

|                                       | State BlueCare POE Plus<br>In Network | State BlueCare POE<br>In Network | State BlueCare POS<br>In/Out-of-Network | Anthem<br>Out of Area Plan |
|---------------------------------------|---------------------------------------|----------------------------------|---|----------------------------|
| Office Visit Copay                    | \$10*                                 | \$10*                            | \$15*                                   | \$15*                      |
| Specialist Copay                      | \$10*                                 | \$10*                            | \$15*                                   | \$15*                      |
| Specialist Referral                   | Yes                                   | No                               | No                                      | No                         |
| Local & National<br>Provider Networks | Yes                                   | Yes                              | Yes                                     | Yes                        |
| Hospital Network                      | Local and national                    | Local and national               | Local and national                      | Local and national         |
| National Access                       | Yes                                   | Yes                              | Yes                                     | Yes                        |
| International Access                  | Yes                                   | Yes                              | Yes                                     | Yes                        |

\* Retiree copays may vary



Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

If you don't have a Primary Care Physician (PCP), you can select one at [anthem.com/stategate](http://anthem.com/stategate)

State BlueCare POS, State BlueCare POE and State BlueCare POE Plus feature national and international access. State of Connecticut employees and retirees who reside in Connecticut, Massachusetts or Rhode Island can enroll in any State BlueCare plan and select a Primary Care Physician.

To find a provider, call 1-800-810-BLUE (2583) or visit our website at [anthem.com/stategate](http://anthem.com/stategate).

You can continue to access a Guest Membership through our Away From Home Care coverage. This option is available to give you flexibility and ease when accessing your benefits.

Your trusted partner in health with local, dedicated service

For more than 50 years, we've been proud to serve State of Connecticut employees, retirees and their families with the kind of local, dedicated service you deserve. We're here to help you get the most out of your health benefits and wellness programs so that you can stay on top of your health.

- Local, State-dedicated Member Services Unit full of knowledgeable, caring people
- Local, onsite dedicated retiree specialist
- State-dedicated website to find a doctor, check claims, order ID cards and more

Anthem Blue Cross and Blue Shield is the trade name for Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ®ANTHEM and MyHealth@Anthem are registered trademarks of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association. 360° HEALTH is a registered trademark. ®BlueCard is a registered trademark of the Blue Cross and Blue Shield Association. ™ "SpecialOffers@Anthem" is a service mark of Anthem Insurance Companies, Inc. Vendors and offers are subject to change without prior notice. Anthem does not endorse and is not responsible for the products, services or information provided by the Special Offers@Anthem vendors. Arrangements and discounts were negotiated between each vendor and Anthem for the benefit of our members. All other marks are the property of their respective owners. All of the offerings in the Special Offers@Anthem program are continually being evaluated and expanded so the offerings may change. Any additions or changes will be communicated on our website, [anthem.com](http://anthem.com). These arrangements have been made to add value for our members. Value-added services and products are not covered by your health plan benefit. Available discount percentages may change or be discontinued from time to time without notice. Discount is applicable to the items referenced. The in-network vision providers referred to in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross and Blue Shield.

## Your trusted partner in health, today and tomorrow.

With wellness programs designed to support and guide you through your health care decisions.

### 360° Health®

With our 360° Health® program, you get the information and services you need to live a healthier life and feel your best every day.

- **Tools & Resources** - Get info on wellness, health topics and specific conditions 24/7 online or through our Audio Tape Library and NurseLine. Use interactive tools to learn more about staying healthy. Get discounts on healthy living products and services, including a smoking cessation program.
- **Health Guidance** - Get support and guidance when you need it, 24/7, including the Future Moms maternity care program and Behavioral Health Advisors.
- **Health Management** - Learn how to best manage a chronic illness or condition with Condition Care programs and the Neonatal Intensive Care Unit program.
- **ConditionCare** - If you or someone you love suffers from a chronic medical condition, help is just a phone call away. Our ConditionCare nurses help people of all ages manage the symptoms of asthma, diabetes, heart failure, chronic kidney disease and chronic obstructive pulmonary disease. With ConditionCare you'll get the information you need to feel your very best — day after day. Our ConditionCare nurses gather information from you and your doctor to help you follow a personalized care plan.

Sign up for ConditionCare at no additional cost or obligation by calling the toll-free number listed on your ID card. Information and encouragement are a phone call away.

### SpecialOffers@Anthem<sup>SM</sup>

As a State employee or retiree, you can access discounts on all kinds of healthy living products and services by visiting [anthem.com/statect](http://anthem.com/statect). These are just a few of the discounts available:

- Weight loss programs - Weight Watchers®, Jenny Craig®, Lindora Online™, LivingLean
- Fitness club memberships, fitness equipment, coaching

- Hearing aids
- Allergy products
- Acupuncture
- Massage therapy
- Barnes and Noble
- Baby products and supplies
- Senior Care products and services

### Vision

#### Eye Exams

Your State of Connecticut health benefits cover you for an annual routine eye exam. No matter which plan you have, you do not need a referral.

#### Value-Added Discounts

- **EyeMed** - Save up to 30% on eyeglasses, 25% on nonprescription sunglasses and enjoy discounted prices on exams. Choose from private practitioners or leading optical retailers including LensCrafters®, Target® Optical, Sears Optical, JC Penney Optical and most Pearle Vision® locations.
- **TruVision™** - Pay just \$895 to \$1,895 per eye on LASIK laser vision correction or receive discounts of 15-20% and free shipping on contact lens orders.

#### LCA Vision

Save 15% on LASIK with all in-network providers and prices as low as \$695 per eye with "select" providers. The Premier Lasik Network is one of the largest surgeon networks in the U.S. with more than 550 provider locations offering the latest technologies in the industry.

For more information, call our State-dedicated Member Services Unit at 1-800-922-2232 or visit our website at [anthem.com/statect](http://anthem.com/statect).

Need a medical procedure? Use Anthem Care Comparison to see side-by-side cost comparisons of medical procedures at area hospitals and other medical facilities.

# Comparing Plans: A Message From UnitedHealthcare®



*Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.*

## Here's Why You Should Select an Oxford® plan from UnitedHealthcare

Our plans provide the same benefits and cover the same services as all of the plans offered to State of Connecticut employees and retirees at a lower premium cost to you and your family. It's no wonder UnitedHealthcare, featuring State of Connecticut Oxford plans, is the fastest growing carrier choice for State of Connecticut employees.

In addition, every Oxford plan provides access to our seamless national network of physicians and health care professionals and our regional network in Connecticut, New York and New Jersey. We provide access to many of the top hospitals nationwide - **including all 33 hospitals in Connecticut.**

Over the years we have been the only carrier to offer this kind of access to State of Connecticut employees, while keeping your premium cost shares low. State of Connecticut Retirees can enjoy the same access to quality care with our seamless nationwide network, so they can live and travel around the country without worry.

## Three Steps to Quality, Affordable Health Coverage

### 1) Select an Oxford plan to meet your budget and your coverage needs

- We offer coverage options and plan designs that work for your personal and medical circumstances, at very affordable premium rates.
- Oxford plans are the lowest premium cost options of all plans offered to State of Connecticut employees and cover all the same services.

### 2) Visit the Web site to search for a doctor

- **Log in** to [www.oxhp.com/stateofct](http://www.oxhp.com/stateofct), a **customized State of Connecticut Employee Web site**, and follow the directions to "Search for a Doctor." To find doctors outside of New York, New Jersey or Connecticut, click "Search outside the Oxford service area."
- Members can also **search** for doctors identified under our **Premium® designation program** who meet or exceed evidenced-based performance standards for quality of care and cost-efficiency criteria. This user-friendly tool gives members access to information sorted by physician quality and cost-efficiency, enabling them to make informed decisions about where to get their care.



3) **Sign up now for access to our health discount programs!** Our health discount programs complement your medical plan<sup>1</sup> by offering savings on a wide range of health and wellness products and services for you and your family. From vision, dental and hearing care to health supplies and long-term care services, members get preferred rates.

- **Vision care savings** from a nationwide network of eye care professionals and facilities, as well as convenient online programs. Discount vision care savings include:
  - 20% savings on eyeglass frames, lenses and options like tinting
  - 10% to 20% savings on professional fees for contact lens fittings;
  - LASIK and other vision correction surgeries at a 15% discount, plus more!
- **Healthy Bonus<sup>®</sup>** and **Health Allies** programs provide discounts and special offers **to help you to stay healthy while saving money** on weight loss programs, fitness products, nutrition products and publications, and more. All materials about these member discount programs, as well as other useful resources can be found by visiting [www.oxhp.com/stateofct](http://www.oxhp.com/stateofct).

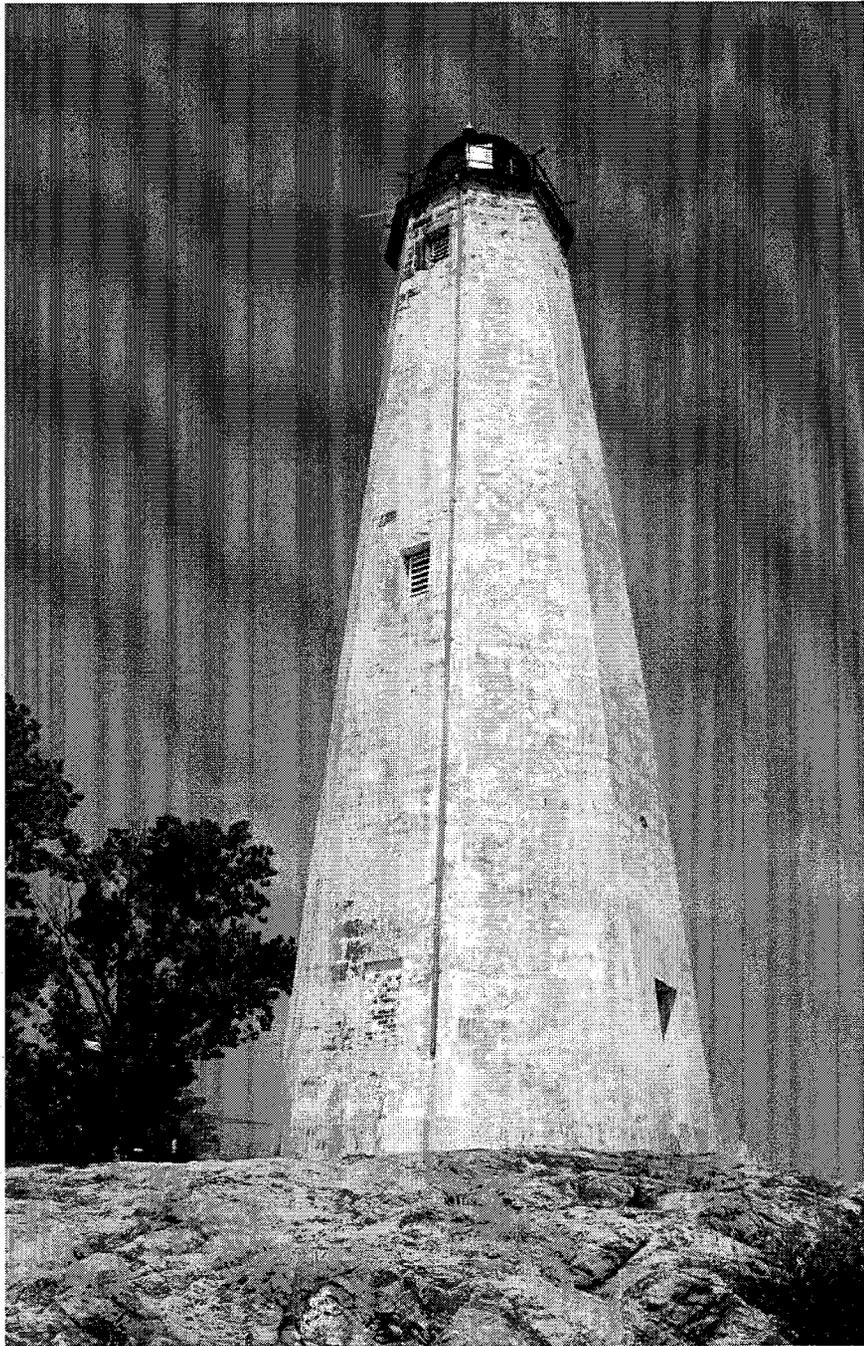
When you select an Oxford plan from UnitedHealthcare you get a better value with more choices.

#### **State of Connecticut Benefits Contact Information**

**Medical Coverage**  
**Member Services (pre-enrollment)**  
**1-800-760-4566**

**Member Services (post-enrollment)**  
**1-800-385-9055**  
**[www.oxhp.com/stateofct](http://www.oxhp.com/stateofct)**

**Dental Coverage**  
**Dedicated Service Center**  
**1-800-896-4834**  
**[www.myuhcdental.com/statact](http://www.myuhcdental.com/statact)**



*Offers are valid through December 31, 2010. Healthy Bonus and Health Allies offers are not insured benefits and are in addition to, and separate from, Oxford benefit coverage. These arrangements have been made for the benefit of members and do not represent an endorsement or guarantee on the part of the Oxford plan. Offers may change from time to time and without notice and are applicable to the items referenced only. Offers are subject to the terms and conditions imposed by the vendor. Oxford cannot assume any responsibility for the products or services provided by vendors or the failure of vendors referenced to make available discounts negotiated with Oxford. However any failure to receive offers should be reported to Customer Service by calling the number on your Oxford member ID card.*

|   |   |
|---|---|
|  | <i>Information for vendors that exchange data with CT</i> |
|---|---|

### **Inbound files to Core-CT**

Transactions are sent in biweekly – due in on Friday payday \*.

The transactions are sent in XML format – see dpy470/Payroll Input/ Inbound Interface at: <http://www.core-ct.state.ct.us/hrint/layouts/>

### **Outbound files to the vendor**

Deduction remittance files and reports are sent to the vendors biweekly – normally available no later than the Thursday before payday.

The deduction remittance file is in XML format – see dpyi02/Deduct Remit 3rd Parties/ Outbound Interface at: <http://www.core-ct.state.ct.us/hrint/layouts/>

The deduction remittance report is in PDF format.

### **File exchange protocols**

There are currently two approved methods for exchanging files:

Vendor logs into the secure Core-CT Production Supplier Portal via https to upload and download files.

FTP w/PGP – the State and the vendor can exchange files using FTP w/PGP – we will use the vendor's server.

### **Testing requirements**

At least one test cycle will be completed successfully prior to going live.

Access to the Core-CT Supplier Portal by the vendor is required to successfully complete the test, even if FTP w/PGP will be used in Production. The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the vendor's Tech Support area to accomplish this.

Production Supplier Portal URL: <https://corect.ct.gov:10400/psp/PSPRD/?cmd=login>

Test Supplier Portal URL: <https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>

\* See <http://www.core-ct.state.ct.us/hrint/schedules/2010.htm> for the 2010 Processing Schedule (for sample purposes).



**AGREEMENT FOR THE**  
**STATE OF CONNECTICUT VOLUNTARY SUPPLEMENTAL BENEFIT PROGRAM**  
**PAYROLL DEDUCTION SLOT**

This Agreement (“Agreement”) for the State of Connecticut Voluntary Supplemental Benefit Program (“Program”) payroll deduction slot is made and entered into as of the 1st day of January, 2011 (“Effective Date”) by and between the State of Connecticut (“State”) by and through Office of the State Comptroller (“Comptroller” and/or “Agency”), and \_\_\_\_\_ (“Carrier” and/or “Contractor”).

WITNESSETH THAT:

WHEREAS, under the authority of Conn. Gen. Stat. Section 3-112 and Section 3-123g the Comptroller has approved a payroll deduction slot for [insert description], insurance, which shall be offered to active and retired employees of the State.

WHEREAS, the Carrier desires to market [insert description] insurance, to employees of the State.

WHEREAS, the State has selected the Carrier to provide [insert description] insurance under the Program on the terms and conditions set forth below.

NOW, THEREFORE, intending to be legally bound, the State, and Carrier hereby agree as follows:

*Section 1 – Definitions.*

- a. “Employees” shall mean all permanent, active employees (excluding per diem employees and temporary or seasonal employees) of the State who work a minimum of seventeen and one-half (17.5) hours or more per week.
- b. “Vendor Advisory Committee” shall mean the Committee created by and defined in Section 3-123g of the Connecticut General Statutes.

*Section 2 – Agreement to Provide Services/ Rates/ Payroll Deduction Slots.*

(a). Services The Carrier hereby agrees to offer [insert description] insurance to State employees pursuant to its [insert description] Insurance Program (the “Policy”) and its applicable riders, which policy is on file at the Connecticut Department of Insurance. The Carrier’s solicitation and marketing to Employees, subject to Section 7 of this Agreement, shall be limited to [insert description] insurance offered under the aforementioned Policy.

The Carrier shall continue to provide to those who purchased [insert description] insurance through the Program previously, the opportunity to upgrade their coverage should such upgrades become available in the future.

(b). Rates The Carrier agrees that any policies issued to an employee of the State hereunder will be pursuant to its filed and approved insurance policy rates and forms with the State’s Insurance Department. The special group rates and discounts provided by the Carrier to employees of the State shall remain in effect through a period of not less than four (4) years, including any extensions pursuant thereto. If the Connecticut Insurance Department should prohibit the Carrier from offering special group rates or discounts, Carrier shall notify the Office of the State Comptroller. Carrier agrees not to submit a request to the Connecticut Insurance Department which alters the special group rates or discounts provided to state employees.

(c). Payroll Deduction Slots The State agrees to provide payroll deduction to employees paying premium for the [insert description] insurance offered in accordance with this Agreement, and to continue to provide payroll deduction for those currently paying premium for coverage previously obtained.

(d). Insurance Certificate Upon the request of an employee, insured or previously insured by the Carrier, the Carrier shall provide a certificate of insurance verifying when the employee enrolled, the type of coverage provided, and the amounts of coverage.

*Section 3 - Entire Agreement.*

This Agreement embodies the entire agreement between the State and the Carrier on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties. The Carrier's proposal dated December 21, 2005 was created and used as determinative in the competitive marketing exercise that resulted in this Agreement. That proposal is attached hereto as a reference exhibit (EXHIBIT A).

*Section 4 – Term and Termination.*

4.1 Term. This Agreement shall begin effective January 1, 2011 and shall expire on December 31, 2014, at which time the parties may agree to extend the Agreement for an additional term, not to exceed one year.

4.2 Termination.

(A.) Termination for Cause –

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the State shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Agreement by the Contractor, and the State may withhold any payments to the Contractor for

the purposes of set-off until such time as the exact amount of damages to the State is determined.

(B.) Termination for Convenience –

The State may terminate this Agreement for any time by giving at least 60 days notice in writing to the other party. If the agreement is terminated by the State as provided herein, the Contractor will be paid an amount equal to the costs actually incurred under the Agreement, less payments previously made.

*Section 5 –Continuation of Coverage.*

In the event that a covered employee leaves state service the Carrier shall continue to provide coverage to covered employees, if the person so chooses, limited only by the terms and provisions of the insurance policies, and the Carrier shall bill such person directly.

In the event that this Agreement expires and is not renewed or is otherwise terminated as provided in Section 4 of this Agreement, the Carrier shall continue to provide coverage to covered employees, if the person so chooses, limited only by the terms and provisions of the insurance policies, and the Carrier shall bill such person directly. In the event that this Agreement expires and is not renewed or is otherwise terminated as provided in Section 4 of this Agreement, the Carrier shall not offer or market coverage under the Program or offer payroll deductions to any state employee.

*Section 6 –Policy Changes.*

The Carrier shall provide to those who purchased coverage through the Program the opportunity to explore all coverages available to state employees under this contractual agreement and in conformance with the competitive bid process and change their coverage in the future. The Carrier shall obtain written approval of from the Comptroller's Office prior to offering any change in coverage. It is understood that the State's Department of Insurance must

approve any coverage changes required by law prior to offering the same.

*Section 7 – Marketing.*

Carrier shall submit a marketing plan to the Comptroller for review and written approval by the Comptroller. This marketing plan and the Comptroller's approval thereto are attached hereto and incorporated herein by reference. Such marketing plan shall include, but not be limited to: an identification of any other person or companies engaged by the Carrier to market such coverage under the Agreement. The Comptroller may consult with the Vendor Advisory Committee in reviewing such marketing plan. The Carrier shall coordinate any marketing strategy through the Comptroller. The Carrier, and any agent or person employed by the Carrier to market [insert description] insurance under this Agreement, shall conduct its marketing activities in accordance with the marketing plan approved by the Comptroller.

The Carrier shall pay for all educational, marketing and enrollment expenses associated with the Program and its offering except for Program administrative expenses incurred by the Comptroller. The Comptroller shall pay for promotional activities specifically generated by the Comptroller in connection with the Program, unless otherwise agreed upon by the Carrier and the Comptroller.

Prior to distribution to employees and retirees, the Carrier agrees to submit to the Comptroller for review and prior approval all communication, marketing and educational materials related to the Program, including, but not limited to, letters, brochures, flyers, posters, web sites, radio/television advertising, newspaper advertising, billboards, etc. All marketing material must contain truthful information and not convey negative or disparaging information about competitors' products, or contain comparisons to competitors' products. Carrier shall not offer incentives to enroll in coverage, and Carrier shall not offer promotions including, but not limited to, door prize giveaways and raffles. Carrier is permitted to offer business related items

such as pens, pencils, and magnets. Carrier agrees to distribute only such material and items which have been approved by the Comptroller.

The Comptroller agrees to actively promote the Program to employees and retirees through letters, payroll stuffers and other means at her disposal.

The Comptroller further agrees to work with various State Agencies to educate employees as to the availability of the Program. The Comptroller also agrees to educate the various state employee unions as to the availability of the Program.

*Section 8 – Advertising, Publicity and Promotion.*

Unless specifically authorized in writing by the Comptroller, the Carrier shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the State, or the seal of the Comptroller:

- a. In any advertising, publicity, promotion; nor
- b. To express or imply any endorsement of the Carrier's products or services; nor
- c. To use the names of the State, its officials or employees or the State seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the State, provided however, the use of the State seal shall require specific and express permission from the Secretary of the State.

*Section 9 – Payment Schedules and File Requirement.*

The Carrier shall notify the Comptroller of which employees have elected coverage and have requested their premiums to be payroll deducted along with the amount to be deducted under the Program.

Notwithstanding any occurrence beyond the reasonable control of the Comptroller, the Comptroller agrees to send to the Carrier, on at least a monthly basis, an amount of funds

representing those individuals who have had their premiums payroll deducted together with a list of the names of employees covered and their corresponding premium amounts.

By the Effective Date, the Carrier shall develop a payment schedule and a procedure for notifying the Comptroller of any changes that are necessary to an individual's deduction amounts. For example, changes may arise due to a drop, upgrade or downgrade of the coverage. The Comptroller may develop specific file and reporting requirements, the Carrier agrees to accept and abide by such requirements as determined by the Comptroller.

*Section 10 – Effective Dates of Coverage.*

Effective dates of coverage shall be determined in accordance with the policy, but in no event shall the effective date be later than the first of the month following the month the first payment is received from the Comptroller for those paying premiums through payroll deduction.

*Section 11 – Access and Examination of Records.*

The Comptroller or her representatives shall have the right at reasonable hours to examine applicable books, records, accounts and other documents of the Carrier or its subcontractors pertaining to work performed under this Agreement. The State agrees that it will not seek the claim status of individual policyholders. The State will provide the Carrier or such subcontractor 72 hour's notice of such intended examination. At the State's request, the Carrier shall provide the State with hard copies, magnetic tape, or a diskette containing any aggregate data or information relating to the State's business, which data or information is in the possession or control of the Carrier. The aggregate data provided shall be broken down by line of business, including but not limited to, [insert description] and other. The Carrier shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services under this Agreement.

*Section 12 – Performance Objectives and Reporting.*

Carrier agrees to adhere to the Performance Objectives and Guarantees attached hereto and incorporated herein by reference.

In accordance with the Performance Objectives and Guarantees, the Carrier shall submit the following reports to the Comptroller on a quarterly basis (within 30 days of the end of the quarterly period) beginning with the effective date of the Agreement:

- a) a report detailing the number of active employees who have purchased coverage dropped coverage through the Program, the total amount of premiums received in accordance with pay frequency (payroll deduction, direct bill, EFT. etc.), and the total number of policies in force.
- b) a report detailing the number of retired employees who have purchased coverage or dropped coverage through the Program, the total amount of premiums received in accordance with pay frequency (pension deduction, direct bill, EFT. etc.), and the total number of policies in force.
- c) a claims activity report detailing the number of claims received, number of claims processed, number of claims denied, number of claims pending, claim turnaround time, financial claim payment accuracy rate and non-financial claim coding accuracy rate on an aggregate basis with specific State employee metrics. The aggregate data provided shall be broken down by line of business, including but not limited to, [insert description] and other.
- d) a report detailing target telephone response time, abandonment rate, and written response rate.

The Comptroller reserves the right to request additional reports as may be necessary; the Carrier agrees to comply with such request. Carrier agrees to abide by and accept the Comptroller's reporting requirements.

*Section 13 - Discovery of Conflicts, Errors, Omissions and Discrepancies.*

In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Carrier to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any service affected by such conflicts, discrepancies, errors or omissions which are performed by the Carrier prior to clarification by the Comptroller shall be at the Carrier's risk. This section 13 shall not be interpreted to allow any discontinuance by the Carrier of insurance to Employees.

*Section 14 – Amendments.*

This Agreement may be amended only with the consent and signature of both parties and with the approval of the Attorney General.

*Section 15 – Applicable Law and Litigation.*

This Agreement shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

The Contractor shall provide written notice to the state of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligation under the Agreement.

*Section 16 – Indemnity.*

Carrier hereby agrees to indemnify and hold harmless the State, including its officers, employees and agents from and against any and all loss, liability, claim, suit or judgment, including reasonable attorneys fees arising out of the performance of this Agreement, including those arising out of injury to or death of Carrier's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner caused, occasioned or contributed to by reason of any act, omission, fault or negligence of Carrier or its employees, agents or subcontractors.

*Section 17 – Subcontracting.*

The Carrier may enter into one or more subcontracts for the performance of portions of its services and obligations under this Agreement. The Carrier shall notify the State prior to the effective date of such subcontract of the identity of any material subcontractor together with a description of the portions of the work to be subcontracted and the State shall approve such subcontractor prior to commencement of work or service and such approval shall not be unreasonably withheld. Notwithstanding such subcontracting and/or delegation of duties, the Carrier shall remain responsible to the State for ensuring that its obligations under this Agreement are performed in accordance with the applicable provisions of this Agreement.

*Section 18 – Authorizations.*

Each party hereby represents that it has the unrestricted right and authority to enter into and perform its obligations under this Agreement.

*Section 19 – Notices.*

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by

certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Comptroller:                      Office of the State Comptroller  
Healthcare Policy & Benefit Services Division  
55 Elm Street  
Hartford, CT 06106  
Attn: Thomas C. Woodruff, Ph.D., Director

If to Carrier:

*Section 20 – Grievance Procedures.*

By the effective date of this Agreement, the Carrier shall submit a grievance procedure to the Comptroller for review and written approval by the Comptroller. The Carrier shall implement the grievance procedure as approved by the Comptroller. The Carrier's Grievance Procedure attached hereto and incorporated herein by reference.

*Section 21 – Nondisclosure.*

The Carrier shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller, except to the extent required by law, legal process or regulatory authority having jurisdiction over the Carrier.

*Section 22 – Confidentiality.*

All employee data provided to Carrier by the State will be treated as proprietary to the State and confidential. The Carrier agrees to hold such employee information in strictest confidence and not to disclose or otherwise make available any of such information in any form to any person except to those employees of the State, or the Carrier who need access to the information to facilitate the provision of services under this Agreement and except where a disclosure of such information by Carrier is required by other governmental authority to ensure

compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Carrier will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller, except to the extent required by law, legal process or regulatory authority having jurisdiction over such party. Nothing herein shall be construed to prohibit Carrier from providing routine information to employees or beneficiaries concerning the Program. Contractor agrees and warrants that this Section 22 is binding on any subcontracts for the performance of services and obligations under this Agreement.

All materials associated with the Agreement and information exchanged in the course of providing services may be subject to disclosure under the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations.

*Section 23 – Sovereign Immunity.*

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

*Section 24 – Non-Waiver.*

None of the conditions of this Agreement shall be considered waived by any party hereto unless given in writing. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

*Section 25 – Executive Orders.*

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices,

Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

*Section 26 – Assignment.*

This Agreement shall not be assigned by either party without the express prior written consent of the other.

*Section 27 – Summary of State Ethics Laws.*

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract. (See Exhibit 1, attached hereto and incorporated by reference herein.)

*Section 28 – Campaign Contribution Restrictions (“CCR”).*

This Section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-

public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, Commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes.

"Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective

State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- (b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

- (c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said Contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.
- (f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State

Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

*Section 29 – Nondiscrimination and Affirmative Action Provisions.*

Carrier acknowledges that it has reviewed the requirements of Sections 4a-60 and 4a-60a of the Connecticut General Statutes as well as the Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which is available on the Commission on Human Rights and Opportunities' web site at [www.state.ct.us/chro](http://www.state.ct.us/chro) under "Contract Compliance." The definitions, obligations, activities, procedures and standards as outlined and otherwise stated in Sections 4a-60 and 4a-60a of the Connecticut General Statutes as well as the Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, are hereby incorporated

*Section 30 – Health Insurance Portability Act.*

(a) This Section may or may not apply. If an appropriate party or entity determines that it does apply, then for purposes of this Section the following definitions shall apply:

“Business Associate” shall mean the Contractor.

(1) “Covered Entity” shall mean the Agency.

- (2) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - (3) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (6) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (8) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (9) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
  - (10) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (11) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and

conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- (c) The Contractor and the Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (d) The Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
- (e) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103.
- (f) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103.
- (g) Obligations and Activities of Business Associates
  - (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.
- (9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate

(1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure.

(3) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it

will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations Of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination

(1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration

Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or

federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

*Section 31 – Insurance.*

The Contractor, at its sole expense, agrees that while performing services specified in this agreement shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the OSC prior to the performance of services.

*Section 32 – Additional Reporting and Carrier Requirements.*

As of the effective date of this Agreement, the Carrier shall provide to the Comptroller any and all agreements for compensation with its brokers and/or enrollers who are authorized to serve employees of the State pursuant to this Agreement. Compensation for purposes of this Agreement includes, but is not limited to any and all fees, bonuses, salary, commissions, expenses, finder’s fees, awards payments, rollovers, override agreements, consolidation and book rolling. Carrier is prohibited from providing any contingent commissions, rollovers, override payments or volume based bonuses to brokers and/or enrollers for recommending the Carrier’s insurance product,

The Carrier is prohibited from providing any compensation, as defined in this section, except for permitted compensation to brokers and/or enrollers, to any organization, group, individual, firm or agency for placement of or access to insurance for employees of State pursuant to the Program or this Agreement, provided except that the Parties agree that the Carrier may compensate third parties such as agents, producers, brokers and consultants, in furtherance of fulfilling its obligations under this Agreement.

Any violation of this section shall be grounds for immediate termination of the payroll slot for insurance offered by the Carrier.

*Section 33 - CAMPAIGN FINANCE*

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11].

CERTIFICATION

I \_\_\_\_\_ (signer's name), \_\_\_\_\_ (title) of \_\_\_\_\_ (name of entity), an entity lawfully organized and existing under the laws of \_\_\_\_\_ (name of state or commonwealth), do hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the governing body of \_\_\_\_\_ (name of entity), in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_ (name of state or commonwealth) and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: That \_\_\_\_\_ (name of entity) hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name:

Title:



ATTACHMENT 8

**STATE OF CON**  
**STATE ELECTIONS ENFC**  
20 Trinity Street Hartford, Connecticut 06103-1220

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SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF  
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.