Stipulated Agreement in Settlement of Pension Grievance S-16 and S-17

The State Employees Bargaining Agent Coalition (hereinafter referred to as "SEBAC") filed two grievances regarding the implementation of the 2011 SEBAC Agreement (hereinafter referred to as the "Agreement"). In full and final resolution of those grievances numbered S-16 and S-17, SEBAC and the State of Connecticut (hereinafter referred to as the "State") hereby agree as follows:

1. The Agreement provides that covered members enrolled in the Health Enhancement Program are entitled to two (2) dental cleanings at no cost to them. Some individuals who are members of the enhanced plan may have chosen to have that service performed by dentists who are not participants in the enhanced plan. To the extent that those individuals have been balanced billed by a dentist who is not a participant in the enhanced plan for dental cleaning, the member shall notify United Health care and provide evidence of such bill and that such bill has been paid. United shall reimburse the member the amount that was paid by the member for such dental cleaning. If the bill has not been paid, the member should forward the bill to United for resolution with the dentist.

2. Effective July 1, 2012, it is clarified that HEP members in the Enhanced Dental Plan must use network dentists to avoid balance billing for their cleanings.

3. The Agreement also provides that covered members enrolled in the Health Enhancement Program are entitled to one vision screening every two (2) years at no cost to them. Therefore, no member should have been charged for their first vision screening. To the extent that members have been charged a copayment for their first vision screening between October 1, 2011 and September 1, 2012, their carrier shall reprocess the prior claim. The providers of those services will be directed by the carriers to reimburse those members and dependents that paid the $15 copayment. Each carrier will provide affected members with an Explanation of Benefits to indicate that the claim has been reprocessed. If the reimbursement does not occur, the carrier will provide a toll free number to call and resolve the issue. For members and dependents who have not had a vision examination since October 1, 2011, the first exam shall not be subject to the $15.00 copayment. If a member or dependent has a second vision exam within a two-year period it shall be subject to the $15.00 copayment. Going forward, the one vision screening every two (2) years at no cost for HEP enrollees shall be administered on an individual member basis by the carrier.

4. The administration of the Occupational Therapy and Physical Therapy benefits shall be in accordance with the procedures that existed prior to October 1, 2011 by both carriers. The carriers shall continue to require justification from providers for the provision of these services for review by either the carriers' third party administrator, if any, or by the carriers' in-
house personnel and medical director. Utilization data for each provider shall be maintained by each carrier for periodic review.

Linda J. Yelmini, Director of Labor Relations  
State of Connecticut  

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Date: 8/03/2012  
Date: 8/7/2012