

## **PARTICIPATION AGREEMENT (MAPD)**

This Agreement is made and entered into as of July 1<sup>st</sup>, 2023, by and between the Office of the State Comptroller (“Comptroller”) and Town of Wilton, a political subdivision of the State of Connecticut, hereinafter referred to as “Participating Employer.

### **RECITALS**

WHEREAS, Comptroller has entered into agreements to obtain pharmacy benefit management, group hospitalization and medical and surgical, dental benefits for State employees and other groups pursuant to Sections 5-259(a) and (m) of the Connecticut General Statutes; and

WHEREAS, pursuant to Public Act 15 - 93, the Comptroller is authorized to offer non-state public employers coverage under the Partnership Plan 2.0, which is based upon health benefit plans procured under Section 5-259 (a) and (m);

WHEREAS, Participating Employer previously obtained health benefit coverage for its employees and eligible dependents under the Partnership Plan 2.0 for a three-year period and wishes to enroll for an additional three-year period of coverage,

WHEREAS, Comptroller has provided Participating Employer with a premium equivalent rate for medical and pharmacy coverage based on the experience of the State’s employee and retiree health plans for its active employees and non-Medicare retirees, and a fully insured premium rate for coverage under the State of Connecticut’s group Medicare Advantage Plan;

NOW THEREFORE, intending to be legally bound, the parties to this Participation Agreement agree as follows:

Upon execution of this Agreement, Town of Wilton shall become and be known as a Participating Employer and shall be entitled to obtain coverage for its eligible members under the Partnership Plan 2.0 as of the effective date shown above.

Participating Employer adopts and agrees to be bound by all terms, conditions and provisions in the Partnership Plan 2.0 Operating Rules, dated October 1, 2019, as they may be amended from time-to-time. A true copy of the Partnership Plan 2.0 Operating Rules is attached as Exhibit A hereto.

### **I. TERM**

Participating Employer shall participate in the Partnership Plan for a three-year period beginning on July 1<sup>st</sup>, 2023 and ending on June 30<sup>th</sup>, 2026. The term of this agreement may be extended by mutual consent of the parties. Participating Employer has the right to terminate its participation in this program upon 90 days’ notice without assessment of exit fees for early termination as set forth in the Partnership Plan 2.0 Operating Rules.

## II. RATES

Participating Employer will be charged the rates set forth in Exhibit B, which covers expected claims, and administrative service fees for medical and pharmacy benefits. Rates to be charged to Participating Employer for its active employees and non-Medicare retirees are subject to annual revision based on the State of Connecticut's annual renewal on July 1<sup>st</sup>, 2024 and each July 1<sup>st</sup> thereafter, taking into account any applicable regional adjustment, as set forth in Exhibit A and Public Act 19-117, Section 377. Rates charged to Participating Employer shall be increased for any member of Participating Employer's plan that fails to qualify for the financial benefits of the Health Enhancement Program (HEP) following the initial compliance review period, for each such member Participating Employer shall be required to pay the applicable non-HEP rate as set forth on Exhibit B. Rates to be charged to the Participating Employer for its Medicare-eligible retirees are subject to the terms of the State's contract with its Medicare Advantage Carrier; the initial rate is set forth in Exhibit B.

III. **DEFINITIONS**—Capitalized terms shall have the meaning provided in this section:

A. **“Carrier” or “Contractor”** means a vendor under contract with the State of Connecticut to provide medical, pharmacy, vision, or dental benefits pursuant to Section 5-259 (a) or (m) on a fully insured or self-insured basis (“the Services”) and that has been designated as an eligible provider for purposes of the Partnership Plan.

B. **“Plan”** means the health benefit programs(s) sponsored by Participating Employers that include prescription drug, medical benefits with optional vision rider, and dental benefits.

C. **“Participating Member” or “Member”** means each individual identified by a Participating Employer as eligible for coverage under the Plan, as set forth in and as described in the Participating Employer's Application, which is incorporated by reference herein.

D. **“Eligibility Structure”** means Participating Members that will be classified as either active, retired (pre age 65), Medicare-eligible or on COBRA.

## IV. COVERAGE

A. **Review of Partnership Plan Documents**—Participating Employer represents and warrants that it has reviewed the medical and pharmacy benefits available under the CT Partnership Plan and understands that the benefits to be provided to Participating Members are limited to those medically necessary services authorized under the terms of the operative Partnership Plan document(s), consistent with the Carrier's Medical Necessity guidelines.

B. **Disclosure of Coverage Exceptions**—Participating Employer represents and warrants that it has disclosed to Comptroller all instances where its current medical or pharmacy plan was directed to provide coverage for services or medications that are exceptions to or in excess of benefits covered by the terms of the plan document(s) in effect prior to its entry into the Partnership Plan.

C. **Liability for Non-Covered Benefits**—Participating Employer acknowledges and agrees that the Partnership Plan is not obligated to continue providing coverage to Participating Members for benefits or medical or pharmacy coverage exceptions authorized prior to its entry into the Partnership Plan that are not eligible for coverage under the Partnership Plan. If Participating Employer requests continuation of any coverage exceptions, Participating Employer understands and agrees that it will be responsible for payment of the full cost of all excepted benefits and that such costs will be invoiced to it by the ASO as a line item captioned “Supplemental Claims Charges” and are

subject to payment in accordance with Section V.D. below.

## **V. INVOICING AND PAYMENT**

### **A. Eligibility**

1. Thirty days prior to the effective date, Participating Employer shall provide the State's current Administrative Services Only ("ASO") organization with an electronic file providing a snapshot of all current live enrollment data (known as the "Full File"). After receipt of the Full File the ASO shall reconcile all enrollment data and report any discrepancies to the Participating Employer. The ASO will forward the Participating Employer's eligibility data to the State's current Pharmacy Benefits Manager ("PBM") on a schedule to be mutually agreed..

2. The ASO will accept the Eligibility Structure as defined by the Participating Employer. Participating Employer will provide the ASO of any changes within its enrollments, including additions, terminations, coverage class changes, or dependent eligibility modifications. the ASO will forward Participating Employer's eligibility data to the PBM on a schedule to be mutually agreed, .

3. Participating Employer will provide its eligibility data to the Medicare Advantage Carrier thirty days prior to the effective date.

### **B. Invoicing**

1. The ASO will invoice Participating Employer monthly in advance for the premium equivalent amounts set by the Comptroller for payment of medical and pharmacy claims and administrative service fees based on current eligibility as reflected in its Full File.

2. The ASO will invoice Participating Employer monthly for any Supplemental Claims Charges

3. Participating Employer will pay premiums for its Medicare-eligible Members to the Medicare Advantage Carrier in accordance with its reported eligibility.

**C. Payment**—Participating Employer shall pay all invoiced amounts to the ASO by the first day of the month following the date of the invoice. If any payment due from a Participating Employer is not received by the tenth day after the date such payment is due, interest shall be added to the outstanding invoice retroactive to the date such payment was due, at the rate of 8% per cent per annum.

**D. Payment Amounts**—The ASO shall forward all Plan payment amounts received from Participating Employer to Comptroller by the tenth day of every month. Such amounts shall be applied by Comptroller for the benefit of each Participating Employer for the payment of medical and pharmacy claims for its Members and administrative services fees. The Medicare Advantage Carrier shall retain all premiums paid to it by Participating Employer.

### **E. Non-payment of Invoices.**

1. If a Participating Employer fails to make payments for medical and pharmacy benefits as required under the Agreement, the Comptroller may direct the State Treasurer, or any other officer of the state who is the custodian of any moneys made available by grant, allocation or appropriation payable to such Participating Employer, to withhold the payment of such moneys until the amount due, including interest, has been paid to the Comptroller,

or until the State Treasurer or such custodial officer determines that arrangements have been made, to the satisfaction of the State Treasurer, for the payment of such amounts and interest. Such moneys shall not be withheld if such withholding will adversely affect the receipt of any federal grant or aid in connection with such moneys.

2. If no grant, allocation or appropriation is payable to such Participating Employer or is not withheld, pursuant to subparagraph (1) of this section, the Comptroller may terminate Participating Employer's participation in the Partnership Plan on the basis of nonpayment of amounts due, provided at least ten days' advance notice is given to such employer, which may continue the coverage and avoid the effect of the termination by remitting payment in full at any time prior to the effective date of termination.

3. The Comptroller may request the Attorney General to bring an action in the superior court for the judicial district of Hartford to recover any premium or premium equivalent, interest costs, paid claim expenses or equitable relief from a terminated employer, including any amounts assessed under the Rules of Operation for premature termination or any claims paid on behalf of Participating Employer's members after the date of termination.

4. If a Participating Employer fails to make payments as required under the Agreement, the Comptroller, in addition to the other remedies above, may direct the ASO and PBM to implement a temporary hold on payment of claims for the Participating Employer's members until such time as the outstanding invoices and any accrued interest are paid in full.

5. If a Participating Employer fails to make payments to the ASO for Supplemental Claims Charges when due the ASO may, upon notice to Comptroller and Participating Employer, discontinue coverage of Excepted Services to the Participating Member until outstanding charges are paid in full.

6. If Participating Employer fails to make payments to the Medicare Advantage Carrier as set forth in the Partnership Group Addendum, coverage for its Medicare-eligible retirees may be terminated in accordance with the Medicare Advantage Carrier's contract with the State.

## **F. Payment of Claims and Premiums**

1. In accordance with the Rules of Operation, Comptroller will pay claims for medical and pharmacy benefits allocable to a Participating Employer's Active Members and its non-Medicare-eligible retirees and their dependents on a self-insured basis. Any rebates or payments for missed pricing guarantees on pharmacy claims attributable to Participating Employer's Members will be included in the State's claims experience for the purpose of determining annual renewal rates. The rates for the Partnership Plan 2.0, as set forth in Exhibit B, are set to cover the claims incurred during the contract period, regardless of their payment date.

2. If the Participating Employer was self-insured immediately prior to joining the Partnership Plan, it will be responsible for funding claims incurred by Participating Employer's Members before the effective date of coverage under this plan.

3. If the Participating Employer exits the Partnership Plan, the Partnership Plan will fund the run-out claims. Comptroller will invoice Participating Employer for any administrative fees that are assessed by the ASO for processing of its run-out claims, and Participating Employer agrees to pay such invoice within 30 days of receipt.

4. If the Participating Employer exits the Partnership Plan with respect to its active employees and Non-

Medicare retirees, coverage for its Medicare-eligible retirees will be terminated as of the end of the calendar year.

5. Fully insured claims for medical and prescription drug benefits allocable to a Participating Employer's Medicare-eligible retirees and their dependents prior to termination will be paid by the Medicare Advantage Carrier.

## **VI. OBLIGATIONS OF PARTICIPATING NON-STATE PUBLIC EMPLOYER**

**A. Plan Participant Authorizations**—Participating Employer represents and warrants that it has obtained from Participating Members all consents and/or authorizations required, if any, for the Carriers to perform the Services and for the use and disclosure of information, including PHI, as permitted under this Agreement.

**B. Control of Plan**—Participating Employer retains the sole and absolute authority to modify provisions pertaining to applicable premium or cost shares to be paid by its employees or members, and the rules concerning eligibility for coverage of active and retired employees and their dependents, subject to the right of Comptroller to ensure the Participating Employer's compliance with the conditions under which its participation in the Partnership Plan was accepted.

**C. Administration of Eligibility**—Participating Employer shall have complete discretionary, binding and final authority to construe eligibility rules affecting its own Participating Members. Provided however, each Participating Employer is responsible for maintaining compliance with the requirements of the Internal Revenue Code Section 125 with regard to deduction of health care premiums from employee wages and any tax reporting.

## **VII. INTERPRETATION OF PLAN**

Comptroller shall have complete discretionary, binding and final authority to interpret the Plan Documents, to make factual determinations regarding the payment of Claims or provision of benefits, to review denied Claims and to resolve complaints by Participating Members under the self-insured medical and pharmacy plans. Such authority is delegated to the respective Carriers for the sole purpose of initial Claims determinations and appeals adjudication. Administration of the Medicare-Advantage plan is governed by the Medicare Advantage Carrier's Evidence of Coverage, and therefore, this provision is not applicable to that plan.

## **VIII. NOTICES**

Unless otherwise expressly provided to the contrary, any notices provided for hereunder shall be in writing and may be delivered personally, by facsimile ("fax") or by mail. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other. Notices will be effective if delivered personally, by fax with delivery confirmation, or, if by mail, upon receipt, to the following addresses:

OFFICE OF THE STATE COMPTROLLER  
Joshua Wojcik  
165 Capital Avenue  
Hartford, CT 06106

TOWN OF WILTON  
238 Danbury Road  
Wilton, CT 06897

FAX 860-702-3556

FAX

**IX. DATA**

Participating Employer authorizes each Contractor to report claims data for its Members in the same format and on the same schedule as is employed for reporting the State’s claims. As applicable, Contractor(s) will provide claims, capitated services, and enrollment data for Participating Employer’s members to the State’s health consultant for analysis and inclusion in the claims database. Comptroller will direct its consultant to provide Participating Employer with de-identified claims data pertaining to its Members.

**X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)**

The ASO, PBM and Dental Carrier are “Business Associates”, and the Comptroller is a “Covered Entity”, as defined in 45 C.F.R § 160.163. “Business Associates” of the Comptroller, may make claims disclosures directly to Comptroller as a “Covered Entity” (or to its healthcare consultant) for plan administration purposes. The Carriers are bound by the provisions of their respective Business Associate Agreements with the Comptroller

**XI. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile or Portable Document Format (PDF) copies thereof shall be deemed to be originals.

IN WITNESS HEREOF, the parties execute this Agreement as of July 1<sup>st</sup>, 2023.

OFFICE OF THE STATE COMPTROLLER

TOWN OF WILTON

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF THE STATE  
COMPTROLLER**

**HEALTHCARE COST  
CONTAINMENT COMMITTEE**



**HEALTHCARE POLICY & BENEFIT  
SERVICES DIVISION  
165 CAPITOL AVENUE  
HARTFORD, CT 06106-1775**

**PHONE: (860) 702-3480 • FAX: (860) 702-3556**

March 23<sup>rd</sup>, 2023

Re: CT Partnership Plan Renewal

Town of Wilton  
Sarah Taffel  
238 Danbury Road  
Wilton, CT 06897

Dear Sarah Taffel,

We have completed the 2023-24 healthcare rate renewal process for the Town of Wilton on Partnership 2.0. The exhibits below illustrate the renewal rates effective 7/1/2023.

Please contact the Partnership Team at (860) 702-3560 should you have questions or require additional information.

Thank you,

A handwritten signature in black ink, appearing to read "Joshua Wojcik".

Joshua Wojcik, Director  
Health Care Policy & Benefit Services Division

Cc: Steve Scholl (AJ Gallagher)

<b>Medical/Pharmacy Rates Effective 7/1/23</b>			
<b>Employee Status</b>	<b>Tier</b>	<b>w/HEP</b>	<b>w/o HEP</b>
<b>Active</b>	Employee Only	\$1,210.35	\$1,310.35
	Employee + 1	\$2,588.80	\$2,688.80
	Employee + Family	\$3,163.16	\$3,263.16
<b>Pre-65 Retiree</b>	Employee Only	\$1,440.25	\$1,540.25
	Employee + 1	\$3,095.63	\$3,195.63
	Employee + Family	\$3,785.38	\$3,885.38
<b>Post-65 Retiree (Non-Medicare)</b>	Employee Only	\$2,562.92	\$2,662.92
	Employee + 1	\$5,567.01	\$5,667.01
	Employee + Family	\$6,818.76	\$6,918.76



## EXHIBIT C

### STATE OF CONNECTICUT MEDICARE ADVANTAGE WITH PRESCRIPTION DRUG BENEFIT PLAN

#### PARTNERSHIP PLAN ENROLLMENT ADDENDUM

This Addendum, effective January 1, 2023 (“Effective Date”), is entered into between the Town of Wilton (“Participating Employer”) and Aetna Life Insurance Company, on behalf of itself and its affiliates (Aetna). This Addendum applies to the PDP Plan (as defined in the Agreement) and certain administrative services in connection therewith Aetna is providing to Participating Employer.

By executing this Addendum, Aetna and Participating Employer each agree to be bound by the terms and conditions as set forth in the Medicare Advantage and Medicare Prescription Drug Plan Group Agreement (the “Agreement”) by and among The Office of the Connecticut State Comptroller (“OSC”) and Aetna effective January 1, 2023, including any amendments thereto as outlined in Section 6, Paragraph R of the Agreement, and the additional provisions delineated below. For the purposes of this Addendum, the Participating Employer is responsible for fulfilling the terms and conditions of the agreement that apply to OSC, Comptroller and/or State, unless expressly excluded in this Addendum.

OSC shall interact directly with Aetna to negotiate the terms of the Agreement. To the extent the Agreement is amended or succeeded by another agreement, which shall be deemed to be the governing Agreement between OSC and Aetna, Participating Employer hereby agrees to be bound by the amended terms of this or any successor Agreement. OSC is required to deliver notice of any amended terms or successor Agreement to Participating Employer. Any capitalized term not defined herein has the meaning ascribed to such term as set forth in the Agreement.

The terms of the Agreement between OSC and Aetna and the Participating Employer Addendum are confidential and Participating Employer agrees it shall maintain the confidentiality of the terms of the Agreement and this Addendum in accordance with the Agreement and shall not release such information to any other person or entity, except as permitted by law or in accordance with a validly executed nondisclosure agreement. Participating Employer agrees it shall have no entitlement or access to any Member claim information, including State’s claims information or that of any other participating employer group.

**Section 1 Replacement Provisions.** The following replacement or supplemental provisions are made by agreement of the parties:

The following Sections of the Agreement do not apply to the Addendum:

- Section 8 C, Claims Reporting
- Section 9. Reporting Requirements
- Section , Par. P Sovereign Immunity
- Section 6, Par. I, Audit
- Exhibit 3 Performance Guarantees
- Section 5 Payment and Billing, subsection A, of the Agreement is replaced with Section 5 of this Addendum

- Special programs applicable specifically for the State of CT (e.g. pilot programs) and any other services added at future date specific to the State administration will not be applicable to Participating Employer unless specifically authorized by State of CT.
- Aetna attendance or representation at a Participating Employer's meeting or event, except when requested by Participating Employer and agreed upon in writing by Aetna.
- Marketing customization to Participating Employer member materials shall not to extend beyond what has already been agreed to with initial Partnership Plans.
- Aetna will not provide any DEFRA/TEFRA determinations or reporting.

**Section 2 Participating Employer Acknowledgments.** Participating Employer or its Member is solely responsible for (i) payment of the applicable MA-PD Plan Beneficiary Premium set forth in Exhibit A of the Agreement, as outlined in Section 1; and (ii) the payment of any services fees set forth on Attachment A to this Addendum]. Participating Employer also agrees to the terms of the Business Associate Agreement attached to the Agreement as Exhibit B. In addition to the Participating Employer shall also pay Aetna any additional fee that is authorized by a provision elsewhere in this Addendum or is otherwise agreed to by the parties.

**Section 3 Services Begin.** Aetna will begin providing Participating Employer services under this Addendum on the Effective Date.

**Section 4 Services End.** This Addendum will commence on the Effective Date and will automatically continue unless and until the Agreement is terminated, or the Addendum is terminated. Services under this Addendum stop on the date the Agreement, or this Addendum terminates.

**Section 5 Payment and Billing.** Participating Employer shall pay 0-100% of the applicable MA-PD Plan Beneficiary Premium, as set forth in Exhibit A to the Agreement, with respect to its Members. Members shall pay 0-100% of the applicable MA-PD Plan Beneficiary Premium, as set forth in Exhibit A to the Agreement Contractor shall accept such payment as full compensation for any direct costs or expenses incurred by the Contractor to administer the MA-PD Plan, subject to adjustments described below. Contractor shall arrange for Covered Services under the MA-PD Plan only for those Members for whom the applicable Plan Beneficiary Premium has been paid.

## **Section 6 Addendum Termination Events.**

### **A. Addendum Termination for Convenience.**

This Addendum will terminate under the following circumstances: (i) The Agreement terminates, (ii) Both Participating Employer and Aetna agree in writing to terminate the Addendum, (iii) Either Participating Employer or Aetna gives the other party at least sixty (60) days prior written notice of termination to allow time for Aetna to provide Members with a minimum of twenty-one (21) calendar days written notice of termination. Participating Employer shall continue to be liable for administration fees for all Members enrolled in this PDP Plan through this Addendum until the date of termination. Termination of this Addendum will have no effect on the required duration of Participating Employer's membership in the Partnership Plan pursuant to its Participation Agreement with OSC.

**B. Addendum Termination for Cause.**

In the event Aetna materially breaches one or more term, covenant, condition, obligation or representation under this Addendum and fails to cure such breach within sixty (60) days after Participating Employer sends written notice detailing the alleged breach, Participating Employer shall have the right to terminate this Agreement. Termination of this Addendum will have no effect on the term of Participating Employer’s Participation Agreement with OSC. Aetna shall then be responsible for providing Members with written notice of such termination not less than thirty (30) days prior to the effective date of such termination.

**C. Addendum Termination by AETNA.**

In the event Aetna terminates the Agreement, the termination of this Addendum will be effective on the date the Agreement terminates. The termination provisions of Agreement Section 13 Termination, Subsection C Termination by Contractor, also apply to this Addendum.

**Section 7 Additional Services.** The services Aetna has agreed to provide to Participating Employer are identified in the Agreement. Participating Employer may request that Aetna provides services in addition to those set forth in the Agreement or this Addendum. If Aetna agrees to provide them, those services will be governed by the terms of the Agreement, this Addendum and any amendments thereto. When applicable, any additional services that Aetna has agreed to provide to Participating Employer, and any applicable fees for the additional services, shall be identified in an Exhibit to this Addendum.

**Aetna Life Insurance Company**

**Town of Wilton**  
238 Danbury Road  
Wilton, CT 06897

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

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

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

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[The following exhibit will be included when Participating Employer requests that Aetna provides services in addition to those set forth in the Agreement]

**Attachment A - Additional Services**

The following exhibit identifies those services Aetna has agreed to provide in addition to those set forth in the Agreement [ and the applicable fees. ]