

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
UNIVERSITY OF CONNECTICUT HEALTH CENTER
and
THE CONNECTICUT INSURANCE DEPARTMENT

This Memorandum of Understanding, entered into between the University of Connecticut Health Center (hereinafter "UCHC ") and the Connecticut Insurance Department (hereinafter "CID")(collectively, the "Parties"), this 4th day of August, 2009.

WHEREAS, the CID is required by Public Act 09-179 to establish a health benefit review program for the review and evaluation of any mandated health benefit that is requested by the joint standing committee of the General Assembly having cognizance of matters relating to insurance; and

WHEREAS, the CID is required to contract with the University of Connecticut CENTER FOR PUBLIC HEALTH AND HEALTH POLICY ("CPHHP") to conduct any mandated health benefit review requested pursuant to Public Act 09-179; and

WHEREAS, the UCHC through its CPHHP is required by Public Act 09-179 to conduct any mandated health benefit review requested by the CID pursuant to Public Act 09-179; and

WHEREAS, The director of the CPHHP may engage the services of an actuary, quality improvement clearinghouse, health policy research organization or any other independent expert, including other academic institutions, and may engage or consult with any dean, faculty or other personnel said director deems appropriate within The University of Connecticut schools and colleges, including, but not limited to, The University of Connecticut (A) School of Business, (B) School of Dental Medicine, (C) School of Law, (D) School of Medicine, and (E) School of Pharmacy;

NOW THEREFORE IT IS HEREBY AGREED THAT:

I. PURPOSE

The purpose of this MOU is to define the mutual understandings between UCHC and the CID that will govern the health benefit review program services to be rendered by UCHC to CID to assist in the review and evaluation of any mandated health benefit that is requested by the joint standing committee of the General assembly having cognizance of matters related to insurance pursuant to Public Act 09-179. Through the execution of this MOU, UCHC, through CPHHP will assist the staff of the CID in conducting requested reviews and evaluations of any mandated health benefits.

II. DEFINITIONS

The following definitions shall apply to this MOU:

- A. "Commissioner" means Commissioner of Insurance.
- B. "Insurance Committee" means the joint standing committee of the General Assembly having cognizance of matters relating to insurance.
- C. "Mandated health benefit" shall have the meaning as stated in Public Act 09-179 or as that act may be amended.

III. SERVICES TO BE PROVIDED

Services to be provided by UCHC and CPHHP to the CID will include, but not be limited to:

- A. Jointly with CID, issuing a request for proposals and engaging the services of an actuary, quality improvement clearinghouse, health policy research organization or any other independent expert as needed;
- B. Engaging or consulting with any dean, faculty or other personnel deemed appropriate within the University of Connecticut ("UCONN") schools and colleges, including, but not limited to, the UCONN School of Business, School of Dental Medicine, School of Law, School of Medicine, and School of Pharmacy;
- C. Meeting with the CID as needed concerning the review and evaluation of health benefit mandates;
- D. Delivering a report by January first of the succeeding year following receipt by the Commissioner of a request from the Insurance Committee for a review of specified existing or proposed mandated health benefits;
- E. Providing expert testimony at any legislative hearings regarding the report;
- F. Participating in any meetings with any legislators, special interest groups or insurance industry officials regarding the report.

IV. PROCEDURES

- A. Not later than August 1 of each year, The Insurance Committee will submit to the Commissioner a list of any mandated health benefits for which the Insurance Committee is seeking a review.
- B. The Commissioner will notify CPHHP of the list and request an evaluation and review to be undertaken.

- C. CPHHP will develop and submit to the Commissioner no later than September 1 of each year a plan for the evaluation and review, including periodic updates to the CID and projected dates for delivery of draft and final reports.
- D. CPHHP shall engage as needed the services of any additional subcontractors needed to perform the review and evaluation. If requested by CPHHP, CID will manage the solicitation and contracting duties for any subcontractors needed. CPHHP and CID will enter into three party contracts for the services of any subcontractors.
- E. The review report shall include the requirement as provided in Public Act 09-179, or as that act may be amended.

V. PAYMENT RESPONSIBILITY

- A. Such program shall be funded by the Insurance Fund established under section 38a-52a of the general statutes. Pursuant to Public Act 09-179, the Commissioner shall be authorized to make assessments in a manner consistent with the provisions of chapter 698 of the general statutes for the costs of carrying out the requirements of this Memorandum.
- B. CPHHP will provide an estimated cost for the review to the CID no later than September 1 of each year.
- C. CID will make preliminary assessments in a manner consistent with the provisions of chapter 698 of the general statutes for the initial costs of the review.
- D. Subcontractors will submit invoices to CPHHP which will submit verified and approved subcontractor invoices to the CID for processing on a monthly basis. CID will make payments within 30 days following receipt of an approved invoice.
- E. The CPHHP will submit monthly transfer invoices for its services, at the following rates to the Connecticut Insurance Department for payment . Payments will be made to the UCHC within 30 days following submission of the request for payment.

CONSULTING RATES/PER HOUR	
Physician/Faculty	\$200
Ph.D/Training/Tech Staff	\$125
Admin	\$ 65

- F. CID will make additional assessments as necessary in a manner consistent with the provisions of chapter 698 of the general statutes for the initial costs of the review.

VI. CONTACT PERSONS

CPHHP and CID agree to designate a contact person for the purpose of communicating information and coordinating any necessary activities. The following people will be the designated contact persons:

CID: Debra Korta
Legislative Program Manager
Connecticut Insurance Department
P.O. Box 816
Hartford, CT 06142-0816
Tel: 860-297-3864
Fax: 860-566-7410
Debra.Korta@ct.gov

UCHC/CPHHP : Robert Trestman, MD, Ph.D. Center for Public Health and Health Policy
University of Connecticut Health Center
263 Farmington Avenue, Suite 262
Farmington, CT 06032
Tel: 860-679-5596
Fax: 860-679-5519trestman@uchc.edu

VII. DISPUTE RESOLUTION

In the event of a dispute over the implementation or operation of any administrative aspect of this MOU, an attempt shall first be made to resolve the issue(s) between the designated contact persons or their designees from CID and UCHC. Further resolution, if necessary, shall be determined by the Commissioner or his/her designee and the Executive Vice President for Health Affairs or his/her designee.

VIII. GENERAL PROVISIONS

- A. The parties to this MOU are cooperating state agencies. Neither agency nor any of its employees or agents are authorized to bind the other agency relative to any matters outside of their respective statutory authority, except as expressly set forth in this MOU.
- B. This MOU shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- C. The parties may wish to amend this MOU. No amendments shall be valid unless and until they have been duly signed and attached to the original MOU.

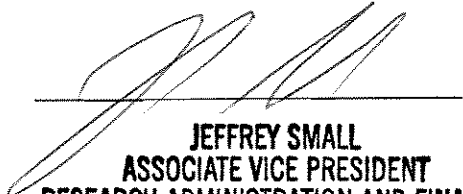
IX. TERM

The CID and UHC agree to review this MOU on an annual basis. This MOU shall remain in effect until the parties mutually agree to terminate the MOU or until sixty (60) days after written notice of intent to terminate this MOU is submitted by either party. Each party agrees to discharge its respective responsibilities up to and including the date of termination.

X. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures are original signatures.

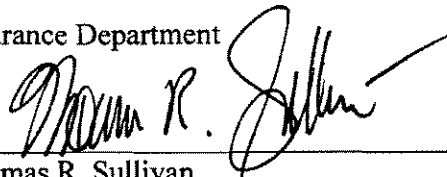
University of Connecticut Health Center



JEFFREY SMALL
ASSOCIATE VICE PRESIDENT
RESEARCH ADMINISTRATION AND FINANCE

Date: 8-4-09

Insurance Department



Thomas R. Sullivan
Commissioner

Date: 7/22/09