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**STATE OF CONNECTICUT**

***OFFICE OF POLICY AND MANAGEMENT***

**Office of Labor Relations**

**September 12, 2012**

**General Notice 2012-04a**

**TO: Labor Relations Designees**

**SUBJECT**: Dependents under State Sponsored Health Insurance Plan –Draft Stipulated Agreement

Attached is a draft of a Stipulated Agreement for your use for Individuals described in Paragraph 1 of OLR General Notice 2012-04 who you deem have covered a former spouse after they were divorced and must repay the State for the value of the benefit erroneously received. If you determine that disciplinary action should be taken, the Stipulated Agreement should be modified appropriately. Additionally, the Stipulated Agreement should be modified to deal with any individual circumstance(s).

You are reminded to provide copies of the signed agreements to OLR for final signature and we will send back to you.

**This Stipulated Agreement should not be utilized for any individual who the State determines has covered a former spouse after July 1, 2012.**

We are trying to obtain copies of the schedule of premium amounts for prior years. If you need them and have been unable to obtain from the Comptroller’s office, please email Tammy.kowalski@ct.gov and she will forward on to you.

Labor Relations Designees with questions concerning this matter should contact the Office of Labor Relations at (860) 418-6447. All others should contact their Central Personnel Office.

## **Linda J. Yelmini**

Linda J. Yelmini

Director of Labor Relations

**STIPULATED AGREEMENT**

**In The Matter of**

**State of Connecticut**

**And**

**(UNION)**

**(EMPLOYEE)**

The State of Connecticut (hereinafter referred to as the “State”), Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Department” or the “Agency”), the (UNION) (hereinafter referred to as “the Union”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Employee (hereinafter referred to as “the Employee”) hereby agree as follows:

1. The Employee understands and acknowledges that he/she continued to claim, for purposes of insurance coverage, an individual who was no longer his/her spouse for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Employee removed such former spouse during open enrollment and, therefore, such coverage ceased on (SEPTEMBER 30, 2011 OR JUNE 30, 2012 as APPROPRIATE).
2. The Employee shall reimburse the Treasurer, State of Connecticut, in the amount of (AMOUNT) for benefits received to which the Employee was not entitled. The reimbursement shall be made via bank check, cashier’s check or money order. The Employee must reimburse the state for benefits received during the 2012 calendar year by December 31, 2012. The amount may be repaid via payroll deductions, but it will then include five percent (5%) interest.
3. The reimbursement for benefits received from to December 31, 2011 in the amount of (AMOUNT) shall be made via payroll deductions over a month period (the same number of months over which they received the benefit). Any periodic payment shall include five percent (5%) interest. If the Employee wishes to avoid the five percent (5%) interest charge, the Employee may reimburse the Treasurer, State of Connecticut by bank check, cashier’s check or money order and present such payment with the signing of this agreement.
4. If the Employee leaves State service for any reason prior to making full payment, any unpaid amount shall be paid by the close of business on the Employee’s final day of employment. If full restitution has not been made prior to the time the Employee leaves State service, the Employee hereby authorizes for himself, his Executor, administrator, heirs and/or assigns, the deduction of any remaining unpaid amount, including interest, from his/her final paycheck, including wages, vacation, sick leave or other amounts to which the Employee may be entitled.
5. In the event there remains any amount due when the Employee leaves State service that has not been repaid as provided above, the Employee hereby acknowledges for himself, his Executor, administrator, heirs and/or assigns, and agrees to pay any cost of collection, including court costs and attorneys fees, and agrees to pay any cost of collection, including court costs and attorneys fees that are incurred as a result of the State’s efforts to collect the money owed.
6. The Employee and the Union hereby withdraw any and all grievances, prohibited practice complaints, discrimination (CHRO and EEOC) complaints, lawsuits and any other legal or administrative actions filed on behalf of the Employee either now or in the future that involve the same facts and transactions giving rise to this agreement. This agreement resolves all related outstanding issues involving the Employee and extinguishes any and all claims he/she may have concerning the same.
7. In signing this Agreement, the Employee acknowledges that he/she freely and voluntarily enters into this Agreement without duress, intimidation, undue influence or any threatened loss of benefit. The Employee acknowledges that he/she has read it and fully understands its contents, meaning, intent and implications.
8. The Employee agrees not to file or pursue any legal action against the State of Connecticut, its representatives, its employees or the Union, its representatives or employees in any forum as a result of this Agreement, except to enforce the terms of this Agreement.
9. This Stipulated Agreement shall not serve as precedent in any pending or future dispute between the parties, and shall not be admissible as evidence in any proceeding involving anyone other than the Employee.

**FOR THE UNION: EMPLOYEE**

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(NAME) Date (NAME) Date

**FOR THE STATE**

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(AGENCY) Date (OLR) Date