



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

DFCM

STATEMENT OF ACTUARIAL EQUIVALENCY
EFFECTIVE NOVEMBER 14, 2017

EMPLOYER: _____

The undersigned is an actuary or an underwriter responsible for developing the above-named Employer's employer group premium rates. The undersigned hereby certifies that as of the [Day] _____ [Month] _____ [Year] _____ (Please check **one** of the following)

- ☐ the above-named Employer has obtained and maintains a health benefit plan and employer contribution level with a combined actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark plan as determined under UCA 26-40-115(1)(a) and a contribution level at which the Employer pays at least 50% for the premium for the employee and the dependents of the employee who reside or work in Utah.

OR

- ☐ the above-named Employer has obtained and maintains a federally qualified high deductible health plan that, at a minimum, meets the requirements of UCA 26-40-115(1)(b).

Actuary/Underwriter: _____

Signature

Please type/print name clearly

Credentials: _____

Company: _____



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

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**CERTIFICATION OF COMPLIANCE WITH EMPLOYEE/ SUBCONTRACTOR
QUALIFIED HEALTH INSURANCE COVERAGE**
EFFECTIVE MARCH 17, 2016 / REVISED NOVEMBER 14, 2017

DFCM PROJECT NAME: _____

DFCM PROJECT NO: _____ DFCM CONTRACT NO: _____

The undersigned Prime Contractor/Prime Designer for the above-referenced project, hereby certifies to the Director of the Division of Facilities Construction and Management that the Prime Contractor/ Prime Designer that has a contract of \$2,000,000 or greater at the original execution of the contract and any Subcontractor/Design Subconsultant that has a subcontract of \$1,000,000 or greater at the original execution of the contract, will maintain an offer of qualified health insurance coverage for their respective employees and the employee's dependents as required by Utah Code Annotated (UCA) 63A-5-205 and Utah Administrative Code Rule R23-23, throughout the contract period for the Project specified above. In case of conflict between UCA 63A-5-205 and Rule R23-23, UCA 63A-5-205 shall control.

Please complete and submit the attached Statement of Actuarial Equivalency Form, which is not more than one year old, from either an actuary selected by the contractor or the contractor's insurer, or an underwriter who is responsible for developing the employer group's premium rates. I will be responsible for collecting the statements as required by law from any of my subcontractors at any tier that must do so.

Penalties for noncompliance are provided in UCA 63A-5-205 and Utah Administrative Code Rule R23-23.

That the contractor's compliance is subject to an audit by the Division or the Office of the Legislative Auditor General.

Actuary equivalency must be in accordance with the commercially equivalent benchmark provided by the Department of Health, the CHIP commercial benchmark for FY 2016, and posted on the following URL: <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf>, in accordance with UCA 26-40-115(2), which is also posted for convenience on DFCM's website. The health insurance must be available upon the first day of the calendar month following sixty (60) days from the date of hire.

The Supplemental General Conditions for Health Insurance, posted on the DFCM website at http://dfcm.utah.gov/downloads/1const/Health_Insurance_031716.pdf are hereby incorporated by reference herein.

PRIME CONTRACTOR/PRIME DESIGN FIRM: _____

Authorized Signature: _____ Title: _____

Date: _____

Please type/print name clearly

ATTACHMENT: Statement of Actuarial Equivalency Form

NOTE:

Applies to a prime contractor (and design professional) if the prime contract is in the amount of \$2,000,000 or greater; and

(ii) Applies to a subcontractor (and subconsultant of design professional) if the subcontract is in the amount of \$1,000,000 or greater.

Does not apply:

(i) if the application of this jeopardizes the receipt of federal funds;

(ii) if the contract is a sole source contract;

(iii) if the contract is an emergency procurement; or

(iv) a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the threshold required by Subsection (3) of UCA 63A-5-205 (a).

INFRACTION NOTICE: UCA 63A-5-205(5): A person who intentionally uses change order or contract modifications to circumvent the requirements of Subsection (3) of UCA 63A-5-205 is guilty of an infraction.