# Administrative Requirements

State of Wisconsin Employees have the option to elect Group Health Insurance Program (GHIP) health insurance coverage with dental coverage and GHIP health insurance without dental coverage. Local Government Employees have the same option if their Local Government Employer has filed a resolution to participate in GHIP with the Uniform Dental Benefit (UDB). This dental coverage is not available to Members who do not enroll in the GHIP. The same level of coverage that is selected by the Member for GHIP medical coverage must also be selected for dental coverage. For example, an Employee who enrolls in family medical coverage and wants dental coverage must enroll in family dental coverage.

Administrative responsibilities are currently divided among the Department, the Contractor, State Payroll Centers, and Employers participating in the Program. Individuals, local Employers, and State agencies are responsible for initial UDB eligibility determinations, enrollment, and collection of premiums. Department-contracted health plans are responsible for collection of dental premiums for Retirees and Continuants. The Department collects dental enrollments and premiums from State Payroll Centers, State and Local Employers, State agencies, and Department-contracted health plans and reimburses the Program Contractor for claims expenses.

## Enrollment

The Contractor shall:

### Provide at least one statewide dental provider network to accommodate all eligible State of Wisconsin and Local Government Employees. Members are in rural areas all over Wisconsin.

### Offer at least one dental provider network to accommodate Members who live close to Wisconsin’s borders and Members who may not live full-time in Wisconsin.

## Promotional Materials/Forms

The Contractor shall:

### Provide a printed and online dental provider directory available to Members. The Contractor must agree to issue dental plan ID cards to every Participant.

### Offer the plan benefits included in the Uniform Dental Benefits Certificate of Coverage beginning January 1, 2022.

### Submit to the Department for approval, drafts of all literature, forms, or video presentations regarding the Program to be provided to members and Employers. All Program literature and other written or visual aids, prepared by the Contractor for use with the Program shall at all times be the property of the Department, and the Contractor shall not obtain or reserve any proprietary or literary rights on its own with respect thereto and, upon request of the Board, shall execute any assignments necessary to release any such proprietary rights.

### Work with the Department, other State agencies, and Local Government Employers to communicate Program benefits through bulletins, brochures, benefit fairs, emails, websites and other appropriate channels. For example, in 2019 seventy (70) benefit fairs were held around the State. The Contractor will be required to attend the majority of the annual benefit fairs.

### Provide customized promotional materials that are mutually agreed upon by the Contractor and the Department. All costs associated with the design and printing of the promotional materials must be included in Form H – Cost Proposal Workbook.

### Cooperate with the Department in preparing additional information for distributing to eligible Employees or Employers as may be necessary for the proper administration of the Program.

### The Contractor must have a website/microsite dedicated to this account. All information materials (marketing documents, provider directories, Contractor contact information, certificate of coverage, etc.) must be available and have prior approval from the Department.

## Customer Service

The Contractor shall:

### Provide informational materials for the Program to Employers and Members and display materials on the website the Contractor has dedicated to Members prior to the open enrollment period each year. These materials must be approved by the Department before they are released. A final copy must be sent to the Department electronically. The Department reserves the right to request hard copies of the final product if needed.

### Maintain a billing and membership information system for all Members and provide on-line access to Participants to view their dental insurance information.

### Provide non-discriminatory services to all Participant’s that include services for the physically, visually, and hearing impaired.

### Provide an adequate number of trained staff to provide customer service to Participants, Employers and the Department and provide customer service by telephone, internet, email, or other appropriate means.

### Provide a toll-free telephone number for customer service for State and Local Government Employers, Department staff and Participants to handle claims and other service-related issues.

### Communicate frequently with the Department to review current questions on Program operations, claims, and issues.

### The Contractor must have customer service staff dedicated to the Program equipped to respond to the volume of calls by Participants while meeting the Contractor Performance Standards as described below. Contractor’s customer service staff must be trained on the specifics and nuances of the Program and provide ongoing training for Program changes, clarifications, and when coaching is needed.

### A separate Contractor phone number must be in place for the Participants to contact the Contractor. Calls should be recorded and be able to be easily pulled when necessary by Member name or Member IDs. Calls should be tracked by nature of inquiry and be able to be found when requested by the Department.

### Besides contacting the Contractor via telephone, Participants must be able to submit questions online or via email for timely responses.

### Communication and Training. There must be a Contractor central point of contact for Employer issues (questions about enrollments, deductions, etc.). Contractor must provide training as needed to Employer human resources, benefits departments, and at Employer kick-offs, Payroll Council meetings, and any other trainings the Department feels is needed. Such training could be in-person, through videoconferencing, teleconferencing, or through online interactive options. Training may be necessary for implementation, annual Program benefit changes, or during any period of transition. Note that any training provided by the Contractor is at no additional cost to the Department, Employers, and/or Participants.

## Technical Assistance/Staffing

The Contractor shall:

### Have a Lead Account Manager and a Back-up Account Manger assigned to the Program, with a minimum of two (2) years of experience managing Third Party Administration of employee benefit programs, specifically dental benefits.

### Be required to staff the coordination of Program implementation activities, turnover activities, and transition planning subject to the Department’s approval.

### Monitor the development of and provide notification, information, and advice to the Department in a timely manner concerning State and Federal regulations or legislation that may affect the Program. The Contractor must have legal and technical staff available to the Department for advice and consultation as needed for Program administration, including during any appeals processes.

### Operate within the requirements of the Department’s identification policies. The Department will communicate eligibility and member information using the MyETF Benefits (MEBS) 8-digit member ID, and the Contractor must agree to develop a crosswalk if they cannot accept this ID for each member. The Contractor’s system must be able to accept and accommodate a Health Insurance Portability and Accountability Act (HIPAA) 834 file transfer and update eligibility daily. The Contractor is not permitted to share or sell member information (including email addresses) to third-party vendors or anyone outside of the Contractor’s organization for any reason.

### Cooperate with the Department’s insurance administration system vendor by submitting a standard file on a regular basis, on a schedule to be determined by the Department. (The Department is currently upgrading its administration systems, which will result in the need for the Contractor to interface with the selected solution(s).)

### Develop, revise and implement Program policies and procedures, under the direction of the Department, as may be required to comply with changes in Federal or State law or regulations.

### Comply with all applicable State and Federal insurance laws and administrative rules affecting the operation of the Program.

### Provide counsel and defense on contested claims. In addition, the Contractor shall work with the Department on all legal matters associated with the Program.

### Provide counsel and defense for the Contractor when the Contractor has been named as a defendant by a plaintiff. In accordance with [Wis. Stat. § 40.03(3)](https://docs.legis.wisconsin.gov/statutes/statutes/40/I/03/3), this representation shall not extend to the State, Department, or Board absent a special, express agreement for that purpose.

### Within reasonable limitations given its staff and resources, upon the request of the Department, provide assistance to the Department on legal matters associated with the Program, including technical and legal questions that relate to proposed legislation, administrative rule and code changes, Contract changes, Program changes, and Department and Board recommendations.

### At no additional charge or fee the Contractor must, at the request of the Department, make available qualified consultants to assist the Department in its reviews of questionable claims recommended for denial for dental reasons, reconsiderations, and appealed claim determinations.

### Fully cooperate with the Department and the Board regarding any claim or litigation against any or all of the State, Department, or Board regarding a matter pertaining to the Program, including but not limited to providing relevant records, technical assistance, and witnesses if necessary, to the defense of such litigation. With respect to any litigation to which the Department and the Board is not a party, the Contractor shall keep the Department and the Board fully apprised concerning particulars of any litigation or threatened litigation directly concerning the Program or benefits thereunder, including settlement discussions. In litigation to which the Department and the Board are not a party, the Contractor shall have sole responsibility regarding any claim or litigation filed by an insured or the insured's beneficiary.

### Provide all renewal information and attend meetings as determined by the Department.

### Maintain an office to adequately serve participating Employers and Participants.

### Share data and provide strategic coordination with the Department’s contractors and/or third-party administrators, such as the Department’s data warehouse vendor, participating health insurers and the Board’s consulting actuary.

### Include a hold harmless clause in provider network agreements for any difference between billed charges and the allowed charges, such that Members are not balance-billed by providers.

### Prepare and file all reports required by Federal and State taxing authorities including those required for the last year of the Contract and filed the year after the termination of the Contract or any extension thereof.

### The Contractor’s staff shall work with the Department as needed on all administrative matters required for the efficient and effective operation of the Program.

### Assist the Department in addressing audit questions. The Contractor will participate in and cooperate with the Department, any external audit vendor contracted by the Department and the State of Wisconsin Legislative Audit Bureau regarding audits that may be required. See Appendix 2 - Department Terms and Conditions.

## Contractor Performance Standards

### Performance Standards and Penalties

The Contractor shall meet or exceed the performance standards listed below. For each standard not achieved during each calendar quarter, the Contractor may be assessed the penalty listed below. Penalties will be calculated by the Department and paid by the Contractor quarterly. The penalties accessed shall not exceed ten percent (10%) of the administrative fee paid by the Department to the Contractor in the same quarter.

|  |  |  |  |
| --- | --- | --- | --- |
| **Frequency** | **1.5.1 A. Reports** | **Penalty** | |
| **Due to the Department by the 15th of the month following the end of each Quarter** | Report calculations quarterly from the following standards listed above:   1. Inquiry from Employer Payroll office 2. Inquiry from ETF staff 3. Direct member inquiry 4. Telephone response time 5. Telephone access for members 6. Claim processing accuracy 7. Claim Processing Timeliness or Turnaround Time (TAT) 8. Web Portal Availability 9. STAR agency 10. UW System 11. University Hospital and Clinics (UWHC) 12. All other State Agencies 13. All Local Government Agencies 14. Census file accuracy 15. ID cards to members 16. Disenrollment | $2,500 each Business Day the report is late. | |
| **Performance Standard** | 1.5.1 B. Performance Measure | **Required  Threshold** | **Penalty** |
| Inquiry from Member, Payroll Office or ETF Staff | Acknowledge within one (1) Business Day | 95% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Inquiry from Member, Payroll Office or ETF Staff | Complete response within five (5) Business Days | 95% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Telephone Response Time | Calls dropped while in the queue | <3% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Telephone access for Members | Available 7:30 AM-5PM CST Monday-Thursday, 7:30AM-4:30PM CST Friday, except legal State holidays and mutually agreed upon yearly Contractor Holiday Schedule | 98% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Claim processing accuracy | Claims processed without any error | >97% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Claim Processing Timeliness or Turnaround Time (TAT) | Claim correctly adjudicated within 14 Calendar Days | >90% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Web Portal Availability | Portal available to Members with minimal planned outages | 99% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| STAR agency | Upload enrollment files successfully, as scheduled | 99% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Non-Star agency | Complete open enrollment by February 1 each year and new hire/change in eligibility enrollments within ten (10) Business Days of receipt of completed paperwork | 98% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Census file accuracy | Reconcile to Department payroll records within five (5) Business Days of receipt | 99% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| ID cards to member | Open Enrollment: Provide ID cards to Members as soon as possible, preferably by January 1 of each year, but in no case later than February 1 of each year (the threshold applies to the February 1 date)  New Hire or life event changes: Provide ID cards to Members within 10 Business Days of processing the enrollment or change | 98% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |
| Disenrollment | Process all disenrollments within five (5) Business Days of receipt | 98% | $2,500 each Business Day the report is late.  $2,500 for each percentage point the threshold is missed. |

Data warehouse requirements are specific to the data from the Program, not general data from the Contractor’s book of business.

The penalties assessed in Section 1.5.1 C and Section 1.7 below are not subject to an assessment maximum in any given quarter. The Department reserves the right to waive a penalty in certain circumstances when the Department determines it is warranted.

The Contractor must provide data to the Department’s data warehouse vendor in the file format specified by the Department.

|  |  |  |
| --- | --- | --- |
| **1.5.1 C. Data Warehouse** | | |
| 1. **Claims Data Transfer to Data Warehouse** | | |
| ***Description*** | The Contractor submits to the Department’s data warehouse, in the most recent file format specified by the Department, all claims processed for Participants. *(See Section 1.7)* | |
| ***Frequency*** | Monthly | |
| 1. **Provider Data Transfer to Data Warehouse** | | |
| ***Description*** | The Contractor submits to the Department’s data warehouse, in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers. *(See Section 1.7)* | |
| ***Frequency*** | Monthly | |
| 1. **Non-Claims Based Data Transfer to Data Warehouse** | | |
| ***Description*** | The Contractor submits to the Department’s data warehouse, in the most recent file format specified by the Department, the specified data for all non-claims based payments (*See Section 1.7*) | |
| ***Frequency*** | As determined by the Department. | |
| The Contractor shall submit data and corrected data when necessary by the dates indicated by the Department’s data warehouse vendor. Performance standards for the data warehouse will be measured by the Department as needed. | | |
| **Performance Standards** | | **Penalties** |
| 1. **Claims Data Transfer:** The Contractor must submit on a monthly basis to the Department’s data warehouse vendor, in the most recent file format specified by the Department, all claims processed for Participants according to the schedule established in 1.7.3 a. *(See Section 1.7)* | | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Provider Enrollment Data Transfer:** The Contractor must submit on a monthly basis to the Department’s data warehouse vendor in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers according to the schedule established in 1.7.3 b. *(See Section 1.7)* | | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Non-Claims Based Payment Data Transfer:** The Contractor must submit to the Department’s data warehouse vendor in the most recent file format specified by the Department, the specified data for all non-claims based payments according to the schedule established in Section 1.7.3 c. *(See Section 1.7)* | | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Data Warehouse Submission Delays:** The Contractor must communicate any delays in submitting program data to the Department’s data warehouse vendor via email to the Department Program Manager or designee and the designated data warehouse vendor as soon as the delay is known, but at least one (1) Business Day before the scheduled transfer. *(See Section 1.7.3 d.)* | | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Data File Corrections:** Within two (2) Business Days of notification, unless otherwise approved by the Department in writing, the Contractor shall resolve any data errors on the file as identified by the Department’s data warehouse vendor or the Department. *(See Section 1.7.3 e.)* | | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Two-Chance Rule:** During the implementation of the Department’s data warehouse or a new Contractor, the Contractor will have two (2) chances to submit acceptable data. The Department will charge the Contractor a penalty for each data file submitted after the second submission not accepted by the Department’s data warehouse vendor. *(See Section 1.7.6).* | | One thousand seven hundred fifty dollars ($1,750) for each submission after the third test submission. |
| 1. **One-Chance Rule:** During the ongoing operation of the Department’s data warehouse, if the Department’s data warehouse vendor identifies an error with the Contractor’s initial data submission, the Contractor will have one opportunity to submit a corrected data file. If the Contractor requires additional submissions to correct identified errors, the Department will charge the Contractor a penalty for each data file submitted after the first corrected submission not accepted by the Department’s data warehouse vendor. *(See Section 1.7.6)* | | One thousand seven hundred fifty dollars ($1,750) for each submission after the second monthly submission. |
| 1. The Contractor agrees to financial penalties for failure to submit data in accordance with this Program Agreement, and which are assessed by the Department’s data warehouse vendor on behalf of the Department. *(See Section 1.7.6).* | | The amount charged by the Department’s Data Warehouse vendor for the Contractor’s failure to meet data submission requirements and not otherwise subject to a penalty described above. |

### Reports must be provided to ETF by the Contractor as described in this section within 15 Calendar Days of the close of the reporting period. In addition to the information laid out above, the Contractor must provide to ETF on a weekly basis:

a. Individual Claim Detail Reports  
b. Aggregate Claim Detail Reports   
c. Claim Reports by Service Type, Member Demographics, Provider, Procedure Code, Date of Services, Price, and Procedure Codes that were denied coverage  
d. Total Cost Reports in aggregate and by Service Type, Member Demographics, Provider, Procedure Code  
e. Financial Reconciliation Reports  
f. Ad Hoc Reports as requested by ETF

### Reports must be provided to ETF by the Contractor as described in this section monthly on a scheduled agreed upon by the Contractor and Department:

a. Eligibility Reconciliation Reports  
b. Ad Hoc Reports as requested by ETF

### The Contractor must provide the above reports electronically or send to the Department via Secure File Transfer Protocol (SFTP). Any costs associated with these reports should be included in the Cost Proposal Workbook (Form H).

### Performance standards identified for noncompliance shall be reviewed and assessed at the close of each quarter or annually based on when the information is due to the Department.

1. The Department, at its discretion, may waive any penalty.
2. Penalty amounts assessed shall be accompanied by documentation from the Department identifying the specific area of noncompliance.
3. The Contractor shall have fifteen (15) Calendar Days from the date of receipt of the Department’s penalty documentation to refute the penalty in writing to the Department.
4. The Contractor shall have (30) Calendar Days from date of receipt of the Department’s payment request to pay the amount due.
5. If the Contractor agrees with the facts and penalty amount calculated, the penalty shall be assessed as stated above.
6. If the Contractor disagrees with the facts and/or penalty calculation, the Contractor shall provide a defense or explanation of the issue.
7. If the Department disagrees with the Contractor’s explanation, the Department and the Contractor shall meet within fifteen (15) Calendar Days from the date of receipt of the Contractor’s defense or explanation of the issue to resolve the disagreement.
8. In the event of Contract termination, the penalties assessed to the Contractor shall be determined as provided above, except that any penalty payment owed to the Department shall be due from the Contractor at the time the assessment of the penalty is resolved.

## Network and Data Security

### The Contractor’s network and personal computers (PCs) must be protected by an up-to-date firewall. PCs and applications must be updated with latest security fixes and are continually maintained and up-to-date. Servers must be secured with only authorized staff allowed physical access to servers. Data must be transmitted using current industry standard secure transmission protocols which encrypt data. Data that is at rest must be encrypted using strong industry standard encryption.

### Annually, on a date mutually agreed upon by the Contractor and the Department, the Contractor must submit to the Department a copy of Contractor’s Service Organization Control (Soc) 1/Type 2 and Soc 2/Type 2 reports.

### Any subcontractors must agree to abide by the requirements in this RFP.

## Data Warehouse File Requirements

The Contractor shall cooperate with the Department’s designated data warehouse vendor by submitting the required data for Program benefits provided to Participants.

### Data Submission Requirements

The Contractor shall comply with the Department’s specifications for submission of the required data elements in the formats, which will be provided by the Department, and as updated by the Department. To comply with the data submission requirements, the Contractor shall follow the specified data file layout and formatting of all data elements within the specified data file layout and the Department’s specifications for data filtering and extraction. All file formats are subject to change, as determined by the Department, to better serve the needs of the Program.

Data submitted to the Department’s data warehouse shall include all of the following:

Data on payments for Program benefits provided to Participants. Payment data shall include claim payments made or denied, capitation or per-Member payments, administrative payments, and payments made after coordinating responsibility with third parties.

Data on other financial transactions associated with claim payments, including charged amount, allowed amount, per-claim rebates, discounts, payments made by third-party insurance, and charges to members as co-payments, coinsurance, and deductibles.

Provider data.

Other data, as specified by the Department.

Data submitted to the Department’s data warehouse shall meet all of the following requirements:

The Contractor shall submit, in the most recent file format specified by the Department, all claims processed for Participants.

The Contractor shall submit, in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers.

The Contractor shall submit, in the most recent file format specified by the Department, the specified data for non-claims based payments made to Participants or providers related to services provided under this Program Agreement and not included in the claims file described above in Section G (1bi).

The Contractor shall submit the required data on a monthly basis, or other frequency agreed upon by the Contractor and the Department.

The claim adjustment data the Contractor submits shall follow the logic the Department’s data warehouse vendor defines in the data specifications.

A unique person/member identifier is required on all data files and the identifier shall match the person identifier on the Department’s eligibility file.

On all files, the Contractor shall supply the 10-digit National Provider Identifier (NPI) as issued by the US Centers for Medicare and Medicaid Services’ National Plan and Provider Enumeration System (NPPES), if applicable.

### Data Transmission

The Contractor shall establish and maintain a secure data transfer with the Department’s data warehouse. The Contractor shall follow the data transmission instructions provided by the Department’s data warehouse vendor, which shall include industry-standard electronic transmission methods via secure Internet technology.

### Submission Timeline

The Contractor shall submit data and corrected data when necessary by the dates indicated by the Department’s data warehouse vendor. Specifically:

All claims paid for the previous month shall be submitted to the Department’s data warehouse in the correct file layout on the date approved by the Department of the month following the date of payment to the provider or another time period approved by the Department.

All network provider enrollment data for the previous month shall be submitted to the Department’s data warehouse in the correct file layout on the date approved by the Department of the month following the month of the provider’s enrollment, or another time period approved by the Department.

All non-claims based payment data for the previous time period specified by the Department shall be submitted to the Department’s data warehouse in the correct file layout on the date approved by the Department in the month following the time period in which the payments were made and as defined by the Department. Non-claims based payments include incentive payments, reinsurance or rebate payments, or any other payments made to Participants or providers that are related to services provided under this Program Agreement and not included in the claims file described in Section 1.7.3 a. above. Such payment data does not include payments for the operational costs of the Contractor.

The Contractor shall communicate any delays in submitting program data to the Department’s data warehouse vendor via email to the Department Program Manager or designee and the designated data warehouse vendor as soon as the delay is known, but at least one (1) Business Day before the scheduled transfer as described above.

Within two (2) Business Days of notification, unless otherwise approved by the Department in writing, the Contractor shall resolve any data errors on the file as identified by the Department’s data warehouse vendor or the Department and resubmit the data to the data warehouse.

The Department shall charge a penalty for each data file submitted after the deadlines established above. See Program Agreement Section 1.5.1 C. For files that are delayed by no more than five (5) Calendar Days and for which Contractor provided the Department with notice of delay at least one (1) Business Day prior to the scheduled transfer date, the penalty shall be waived.

### Data Dictionary

The Contractor shall submit documentation on its data files including a data dictionary. The data files must use the valid values specified in the data dictionary.

### Data Steward

The Contractor shall designate a Contractor employee as a data steward who is knowledgeable of its data and the systems that generate it. The data steward shall attend data submission planning or status meetings scheduled by the Department’s data warehouse vendor on the Department’s behalf and shall be the key point of contact for the Department’s data warehouse vendor on the submission of data and the correction of data errors should they occur.

### Data Quality

The quality of Contractor’s data submissions shall be assessed by the Department’s data warehouse vendor for timeliness, validity and completeness. If the Department’s data warehouse vendor determines that the data submitted by Contractor fails to meet the Department’s data warehouse vendor’s thresholds for data quality, the Contractor shall cooperate with the Department’s data warehouse vendor in submitting corrected data.

As needed, the Department, in consultation with its data warehouse vendor and the Contractor, shall develop a data improvement plan which will identify specific areas for the Contractor to improve the quality and completeness of its data submission, along with goals and timelines for improvement.

The Contractor agrees to financial penalties for failure to submit data in accordance with this Program Agreement, and which are assessed by the Department’s data warehouse vendor on behalf of the Department. Charges or penalties that are the direct result of the Contractor’s failure to meet the Department’s data submission requirements, timelines, or other requirements in this Program Agreement that impact the Department’s data warehouse vendor will either be invoiced to the Contractor and due within thirty (3) Calendar Days or deducted from a future payment(s) owed the Contractor.

During the implementation of the Department’s data warehouse or a new Contractor, the Contractor will have two (2) chances to submit acceptable data. The Department will charge the Contractor a penalty for each data file submitted after the second submission not accepted by the Department’s data warehouse vendor. See Program Agreement Section 1.5.1 C.

During the ongoing operation of the Department’s data warehouse, if the Department’s data warehouse vendor notified the Contractor of an error on its initial data submission, as described in Section 1.7.3 e. above, the Contractor will have one opportunity to submit a corrected data file. If the Contractor requires additional submissions to correct identified errors, the Department will charge the Contractor a penalty for each data file submitted after the first corrected submission not accepted by the Department’s data warehouse vendor. See Program Agreement Section 1.5.1 C.

The penalties assessed in Section 1.5.1 C do not apply to the penalty maximum of 10% of administrative fee per quarter.

## General Administration Responsibilities of the Department

The Department will:

### 1.8.1 Maintain all Program Participant and Employer records.

### 1.8.2 Deduct premiums from annuities of insured Retired Employees under age 65 and reimburse the UDB Contractor for claims expense.

### 1.8.3 In consultation with the Contractor, revises all forms, Employer manuals and brochures as needed. Prints and distributes Employer manuals and selected forms.

### Counsel Employees and Retired Employees on their benefits under the Program.

1.8.5 Assist Employers interested in participating in the Program, approves new Employers and responds to Employer questions about Program provisions and requirements.

1.8.6 Report to the Board on all things related to the Program.

1.8.7 Communicate Program changes.

1.8.8 Oversee the Program.

1.8.9 Administer the appeal process.

1.8.10 If needed, make available to the Contractor access to information in the applicable systems.

1.8.11 Assist the Contractor in communicating the provisions of the Program to all Employees eligible to participate or who are participating in the Program.

1.8.12 Counsel Employers interested in participating in the Program; approve new Employers; respond to routine and unusual Employer questions about Program provisions and requirements.

1.8.13 Publish official notice in its Employer Bulletin on premium rates, statutory or Contract changes, policies and procedures pertaining to the Program.

1.8.14 Review and approve or disapprove all descriptive literature, advertising material and visual aids proposed by the Contractor as a means for communicating and presenting the Program to the eligible Employers and Employees.

1.8.15 Require an Employer seeking UDB insurance coverage pursuant to [Wis. Stat. § 40.03(6)(b)](https://docs.legis.wisconsin.gov/statutes/statutes/40/I/03/6/b) or [Wis. Stat. § 40.51](https://docs.legis.wisconsin.gov/statutes/statutes/40/IV/51) to adopt and file a resolution under terms and conditions determined by the Board and on forms prescribed by the Department.

1.8.16 Maintain records from which may be determined the names of all insured State Employees and Retired Employees. The Department shall make available to the Contractor such information concerning insureds under the policy as may reasonably be considered to have a bearing on the insurance, subject to the provisions of [Wis. Stat. § 40.07](https://docs.legis.wisconsin.gov/statutes/statutes/40/I/07). The records of the Department which have a bearing on the insurance under the policy shall be open for inspection by the Contractor at any time.

1.8.17 Maintain Program Participant and Employer records and make these records available as necessary for the administration of the Program, subject to statutory restrictions.

1.8.18 Be responsible for making all decisions, or providing the Contractor with the Board’s decisions, that are necessary for the appropriate operation of the Program, including determinations regarding:

a. The classification of any person as being an eligible Employee.

b. The application of statutes and contract provisions regarding the fact of coverage, whether an Employee is entitled to enroll or to continue coverage after termination of employment, and similar matters.

c. To the extent not delegated to the Contractor, the review and approval or denial of requests from Employers for enrollment of Employees based on Employer error.

d. Administer the appeal process by which interested parties may contest the Department’s determinations related to the Program. These appeals are ultimately decided by the Board.

e. Fully cooperate with the Contractor regarding any claim or litigation against any or all of the Department, the Board and the Contractor including but not limited to providing relevant records, technical assistance and witnesses if necessary, to the defense of such litigation.

## Contractor Responsibilities Upon Termination

### At the termination of the Contract, the Contractor shall turn over all physical files and all required data pertaining to the Program in an electronic media format acceptable to the Department, that includes a record layout and data description of the information contained on the electronic media or in an alternative format mutually agreeable to the Department and the Contractor. The Contractor shall release all files and data to the Department or the Department’s designee in a mutually agreeable time frame but in no case later than ninety (90) Calendar Days after notification of nonrenewal of the Contract.

### The Contractor shall cooperate with both the Department and the new administrator in meeting any reasonable requests.

### The Contractor shall provide the Department one final report and file listed in Section E above and for each of the reports and files provide information for the period from the last report or file date to the Contract end date within one hundred eighty (180) Calendar Days from the Contract end date.

### The Contractor shall provide an independent audit of the Program prepared by a Certified Public Accounting firm that is acceptable to the Board for the business reporting period from the last Program audit to the Contract termination date that provides an audit of all business activities for that period and financial position as of the Contract termination date.