ET-7422

Supplemental Insurance Guidelines

2023-2025

Effective from January 1, 2023 through December 31, 2025

The State of Wisconsin Department of Employee Trust Funds (ETF) is ONLY accepting proposals for:
(1) Supplemental Vision (ETB0043) and
(2) Supplemental Accident with an Accidental Death & Dismemberment (AD&D) plans (ETB0044).

ETF is specifically *not* accepting proposals for a stand-alone Death & Dismemberment (AD&D) plan, hospital indemnity, or critical illness.

Department of Employee Trust Funds
Group Insurance Board
4822 Madison Yards Way Madison,
Wisconsin 53705-9100

Table of Contents

1. Purpose

This document, "Supplemental Insurance Guidelines," or Guidelines, serves as a resource for Insurers interested in offering the State of Wisconsin, and in some cases local government employees, supplemental insurance plans. It sets forth the requirements Insurers must meet to offer these plans, provides the instructions Insurers must follow for submitting a proposal, and outlines the criteria the evaluators will review in making their contracting recommendation to the Group Insurance Board (Board), who will determine one (1) Insurer/Proposer to contract with for each type of supplemental insurance.

2. Definitions

A. **Administration Manual (ET-1158):** provides guidelines to the supplemental program vendors on how to administer the supplemental plans and is found on ETF's website here: https://etf.wi.gov/resource/state-wisconsin-supplemental-benefit-plans-administration-manual

B. **Business Day**: Monday through Friday, excluding holidays observed by the Department of Employee Trust Funds.

C. **Calendar Day**: A twenty-four (24) hour day from midnight to midnight denoted on a calendar. Calendar Days include Saturdays, Sundays and Holidays.

D. **Contract**: Contract between an Insurer and the Board related to the offering of a Supplemental Insurance Plan(s) to State of Wisconsin Eligible Employees. Some Contracts may also include local government employees, state retirees and local retirees.

E. **Eligible Employee**: Defined in Wis. Stat. § 40.02(25).

F. **Group Insurance Board (Board)**: The eleven (11) member Board that sets policy and oversees administration of the group health, life insurance, supplemental, pharmacy, wellness, uniform dental and income continuation insurance plans for state employees, retirees and the local employers who choose to offer them. The Board's authority is governed by Wis. Stat. § 40.03 (6)(b). For more information on the Board, visit etf.wi.gov/boards/board_gib.htm.

G. **Insured**: The employee, retiree or their dependents that are covered by a supplemental, employee-pay-all policy offered by the Board.

H. **Insurer**: For purposes of this document, Insurer refers to the company offering and underwriting the Supplemental Insurance Plan(s).

I. **Local Government** means a State of Wisconsin government entity, other than a State agency or the University of Wisconsin System, that is eligible to participate in the Program.

J. **State**: State of Wisconsin

K. **Supplemental Insurance Plan(s)**: This term has the same meaning as, "other group insurance plans" as provided in Wis. Stat. § 40.03 (6)(b). It includes insurance plans that are approved by the Board as voluntary group plan offerings for state employees with 100% of the premium paid by employees through payroll deduction. Examples of insurance plans falling under this definition include but are not limited to: accidental death and dismemberment, accident, critical illness, hospital indemnity, vision and dental and specific disease. Note that group health insurance, life insurance, income continuation insurance and long-term care insurance are part of different programs.

L. **Subscriber**: An Eligible Employee enrolled in a Supplemental, employee-pay-all, Insurance Plan.

3. Statutory and Administrative Authority

A. The Board is given the following statutory and administrative authority related to Supplemental Insurance Plans:

1. The Board is given authority under Wis. Stat. § 40.03 (6) (b) to provide group insurance plans in addition to plans provided for in Wis. Stats. Chapter 40 to retirees, employees and their dependents.

2. The Board is charged by Wis. Stat. § 20.921 (1) (a) (3) and Wis. Admin. Code § ETF 10.20 to approve or disapprove group insurance plans for which payment of premium is made through payroll deductions.

3. Fees for program administration are authorized under Wis. Stat. § 40.04 (2) (c) (see administrative fee explanation under Insurer Responsibilities).

4. Supplemental Insurance Plan Requirements

In order to be considered for approval, each proposed plan must:

A. Be approved as a policy by the State of Wisconsin Office of the Commissioner of Insurance (OCI) if applicable

B. Be a group insurance plan; *not* individual policies marketed as a group plan.

1. For rating purposes, the "group" consists of all Eligible Employees, their spouses and other dependents, and retired Eligible Employees within limits proposed by the Insurer.

C. Meet all the requirements set forth in the Board approved in these Supplemental Plan Guidelines.

D. Meet all applicable requirements listed in Attachments A through G.

5. Insurer Responsibilities

Insurers interested in offering a Supplemental Insurance Plan must meet and agree to the requirements as listed below.

A. General

1. The Insurer must hold a license from the State of Wisconsin Office of the Commissioner of Insurance (OCI) to conduct the business of insurance in this State.

2. The Insurer must have at least two years of operating experience in the State of Wisconsin.

3. The Insurer must satisfy payment of the annual administrative fee. ETF will invoice the Insurer an administrative fee of one percent (1%) of the *estimated* total yearly premium collected by Insurer from Subscribers. By April 15 of each year, the Insurers will submit a Subscriber Report to ETFSMBInsuranceSubmit@etf.wi.gov which, among other things, includes Insurers' actual first-quarter premiums, collected from Subscribers between January 1 through March 31 (see Attachment D Reporting and Performance Standards). ETF will multiply the actual first-quarter premium by four (4) quarters in a year, in order to calculate an *estimated* total yearly premium paid by Subscribers. One percent (1%) of the *estimated* total yearly premium will be invoiced to Insurer. Insurer will remit payment of invoice to ETF thirty (30) days after receipt.

B. Plan Administration

1. Each plan must maintain a minimum annual claim/premium loss ratio of 75%.

2. Each plan's premium increase may not exceed 5% annually.

3. Each plan must offer an open enrollment opportunity every year.

4. Newly Eligible Employees must be allowed to enroll, provided an application is submitted within 30 days of eligibility.

5. The Insurer will work directly with ETF staff and assist payroll centers and employers with technical implementation and ongoing maintenance of each plan.

6. The Insurer must be able to accept eligibility file transmissions and offer an online enrollment portal for small employers.

7. Eligible Employees and his/her eligible dependents must be allowed to enroll without restrictions or benefit limitations due to a Health Insurance Portability and Accountability (HIPAA) qualifying event, such as loss of other comparable coverage, marriage, birth or adoption.

8. Retirees must be allowed to enroll in the plan unless the proposal can demonstrate negative impacts on premium rates, or substantial constraints for continuing to administer the plan if retirees are included. This must be approved by the Board.

9. Submit data regarding enrollment, provider networks, utilization, service level statistics and performance standards which must be reported on a quarterly basis, including an aggregate data submission annually.

10. Submit accurate claims and provider data to ETF's data analytics warehouse (DAISI) for internal business use. ETF expects to implement this capability for the supplemental plans during the 2023-2025 contract period. The Board selected supplemental vendors must work with ETF and ETF's data warehouse vendor in the implementation and testing of this capability. See Attachment E – Data Warehouse File Requirements (example, using supplemental dental). The supplemental file requirements will be similar but unique to their specific insurance type.

11. Incumbent vendor to submit historical cost and enrollment data for ETF to provide as an attachment to this document for the next proposal submission period.

12. The Department is in the process of implementing Benefitfocus' Benefitplace eligibility and enrollment software and service. The contracted supplemental vendors will need to submit and/or receive data to/from the Department and/or Benefitfocus. The contracted supplemental vendor will be required to have the ability to provide and receive repeatable, automatable data interchange with the Department and/or Benefitfocus.

C. Marketing, Materials and Member Resources

1. A Contract with the Board must be in place prior to any marketing activity or distribution of materials to Eligible Employees. The Contract must be signed by the Insurer before the annual May Board meeting.

2. All marketing and informational materials provided to Eligible Employees must have *prior approval* from ETF, including materials distributed plan-wide every time the material is distributed. Approval of marketing materials by OCI is not a substitute for ETF approval.

3. The Insurer must have a phone number for Eligible Employees, staffed to adequately

answer member, employer or payroll center calls with questions about enrollment, claims or benefits in a timely manner. See Attachment D – Reporting and Performance Standards for required times for answering member and payroll inquiries.

4. Upon ETF request, the Insurer must provide hard paper copies of brochures, applications, communications, notices and reporting forms to ETF staff, State of Wisconsin employers, Eligible Employees, agencies or payroll centers upon request. The Insurer must notify ETF of all requests for materials.

5. The Insurer must notify the ETF program manager of any requests for presentations to employers, agencies or payroll centers. The Insurer must notify ETF of the request prior to accepting the invitation to present and provide ETF with the opportunity to review any presentation materials no less than five (5) Business Days prior to the materials being due.

6. The Insurer must provide a State of Wisconsin employer group-specific website available to Eligible Employees prior to the annual open enrollment period. This website must include the following at a minimum:

    a. Information summarizing benefits and exclusions,

    b. Provider directory or provider search function, where applicable,

    c. Links or access to *all* plan forms for Eligible Employees and employers without requiring login,

    d. Access to online processes for enrollment,

    e. Information on continuation coverage and how to report status changes,

    f. Customer service phone number and email address for Eligible Employees, and

    g. Resources for Eligible Employees to file a grievance or appeal.

D. Member Complaints and Grievances

The Insurer agrees to provide the following to Eligible Employees:

1. A method whereby the Insured who filed the grievance, or the Insured's authorized representative, has the right to appear in person or by telephone before the grievance panel to present written or oral information.

2. A written notification to the Insured of the time, telephone number to use to appear via telephone and physical location of the grievance meeting at least seven (7) calendar days before the meeting.

3. A written acknowledgement to the Insured or the Insured's authorized representative confirming receipt of the grievance within five (5) Business Days of receipt of a grievance.

4. Detailed complaint and grievance process in the policyholder certificate. The ETF Insurance Complaint Form (ET-2405) details the ETF process.

6. Board Responsibilities

A. In accordance with Wis. Admin. Code § ETF 10.20 (1) (a), the Board will determine whether an Insurer qualifies to offer a particular program through consideration of, but not limited to, the following factors:

1. Number of employees affected.
2. Amount and variation in premiums.
3. Adequacy of other approved coverage providing the same or similar protection.
4. History, performance and acceptance of the plan by the employees.
5. Reference checks.

B. The Board will limit the number of approved Insurers to ***one plan for each plan type*.**

C. The Board reserves the right to deny an Insurer and/or plan proposal for up to three (3) years if the Insurer has in the past been unable to meet the minimum loss ratio. Any plan proposal from an Insurer who has a history of not meeting the minimum loss ratio will need to include a detailed explanation of how the proposed plan will meet ETF's minimum loss ratio.

D. The Board may withdraw its approval if Insurers and the Supplemental Insurance Plans they offer fail to meet requirements detailed in these guidelines, its attachments, or the Contract.

7. Submitting a Proposal

The process for submitting a proposal is as follows:

A. Insurer reviews this document and Attachments A - G thoroughly to understand all requirements and expectations.

B. Insurer should contact ETF at ETFSMBInsuranceSubmit@etf.wi.gov with any questions about the Insurer's responsibilities and requirements *prior to submitting the signed proposal*.

C. At a minimum, Insurer's submission shall include the following two (2) files:

1. Insurer's unredacted Proposal. The file name for this document should be "**[Insurer name] Proposal – Supplemental [plan name]**". This file must contain all electronic, unredacted Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). Do not include Attachment B – Benefit Design/Cost Proposal in this file.
2. Insurer's Attachment B – Benefit Design/Cost Proposal. The file name for this document should be "**[Insurer name] Attachment B – Benefit Design/Cost Proposal – Supplemental [plan name]**". This file must contain Insurer's completed Attachment B – Benefit Design/Cost Proposal. Costs provided in Insurer's Cost Proposal shall NOT be redacted for confidentiality.

- **IF** the Proposal includes confidential or proprietary information, include a file labeled **"[Insurer name] Redacted Proposal – Supplemental [plan name]".** This file must contain all electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format **EXCLUDING or REDACTING** all confidential and proprietary information/documents. Insurer should be aware that the Department may need to electronically send the redacted files to members of the public and other Proposers when responding appropriately to public records requests. Note that no matter what the method the Insurer uses to redact documents in this file, the Department is not responsible for checking that the redactions match the Proposer's Attachment G – Designation of Confidential and Proprietary Information. The Department is not responsible for checking that redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department may post redacted Proposals on the Department's public website in exactly the same file format the Insurer provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, emailed, or transferred via any electronic means, and somehow loses its redactions in that process. **Do not include Attachment B – Benefit Design/Cost Proposal in this file.**

- Redact only material the Insurer authored.
- Do not redact page numbers.

D. Insurer must submit along with your proposal by the due date (see E. below) $5,000 for *each* proposal submitted as payment for the independent third-party actuarial review fee. The check should be payable to Milliman, Inc., identified as payment for the actuarial review for the supplemental plan bid process, and mailed to ETF at the following address:

Wisconsin Department of Employee Trust Funds
Attn: Supplemental Plan Actuarial Fee
c/o Department of Trust Finance, Accountant
P.O. Box 7931
Madison, WI 53707-7931

E. All proposals are due no later than 2:00 p.m. CST on the last Business Day of January to ETFSMBInsuranceSubmit@etf.wi.gov *and* ETFSMBProcurment@etf.wi.gov. Proposals received by the Department after this date and time may not be accepted and may be disqualified. All required parts of the Proposal must be submitted by the specified due date and time; if any portion of the Proposal is submitted late, the entire Proposal may be disqualified.

8. Review and Approval Process

A. ETF notifies an Insurer within ten (10) Business Days that the submission has been received and whether it is deemed complete.

1. If ETF does not receive a complete proposal within five (5) Business Days of notification to the Insurer that a proposal is missing information, the proposal may not be considered.

B. ETF reviews the proposal.

1. Review by the Board's consulting actuary is necessary and will range from brief to extensive, based on the features of the plan and clarity of the proposal submitted.

2. The review process may include discussions between the Insurer and ETF, an evaluation committee of employer representatives and/or the consulting actuary.

3. Any modifications by the Insurer to the proposal must be received electronically by ETF no later than six (6) weeks prior to the scheduled Board meeting where the proposal will be discussed.

4. ETF will contact all references provided in the proposal on behalf of the Board.

C. ETF finalizes the review and prepares a recommendation for the Board.

1. ETF will notify the Insurer selected for each benefit type within thirty (30) days prior to the May Board meeting.

2. ETF will provide the selected Insurer with the Contract for review with notification of their selection.

3. The Insurer must provide an Insurer-signed copy of the Contract to ETF ***prior to the May Board meeting***, for signature by the Board Chair if approved by the Board.

4. ETF will notify the non-recommended Insurers at least two (2) weeks prior to the May Board meeting.

D. The Board will determine one (1) Insurer/Proposer to contract with for each type of supplemental insurance at a publicly noticed Board meeting.

1. An Insurer representative should be present at the May Board meeting (by phone or in person).

2. The Board agenda and documents are posted to etf.wi.gov prior to each meeting.

E. If the signed contract is not submitted by the Supplemental Insurers selected by the Board, within thirty (30) Calendar Days after the May Board meeting, the Board may contract with a different Insurer/Proposer.

F. Any Insurer/Proposer who the Board chooses not to contract with may:

1. Request to virtually meet with the ETF supplemental project manager and ETF procurement staff to identify any concerns with the process or recommendation; and

2. Write a letter to the Board to identify concerns with the selection and submit it electronically to ETFSMBBoardFeedback@etf.wi.gov.

9. Additional Information

A. Please send questions related to the Supplemental Insurance Plan approval process to: ETFSMBInsuranceSubmit@etf.wi.gov

B. The attachments to these guidelines are:
Attachment A: Proposal Submission Checklist
Attachment B: Benefit Design/Cost Proposal
Attachment C: Insurer Acknowledgement
Attachment D: Reporting and Performance Standards
Attachment E: Data Warehouse File Requirements
Attachment F: Department Terms and Conditions (version 7.1.2020)
Attachment G: Designation of Confidential and Proprietary Information

Attachment A - Proposal Submission Checklist

Insurers must submit the following information electronically to the Department of Employee Trust Funds Office of Strategic Health Policy at ETFSMBInsuranceSubmit@etf.wi.gov and ETFSMBProcurement@etf.wi.gov

ETF reserves the right to request paper copies. Requested paper copies are expected within ten (10) Business Days of the request.

Tab 1: General Information

☐ Cover letter, including an executive summary of the proposal.

☐ Table of contents, clearly labeled with page numbers.

☐ This Attachment A: Proposal Submission Checklist, complete.

☐ Contact information for the representative(s) responsible for responding to follow up questions related to the proposal.

Name of Proposal Contact:	
Title:	
Mailing Address:	
Phone Number (direct):	
Email Address:	

☐ Provide the name, title, phone number and email address for the representative(s) who will manage Contract negotiation and administration.

Name of Account Manager:	
Title:	
Mailing Address:	
Phone Number (direct):	
Email Address:	

☐ Provide the name of the specific insurance plan the Insurer is interested in offering State employees. *Note:* this is the name of the plan presented within the proposal; other plans not listed will not be considered for approval. Also provide the Office of the Commissioner of Insurance (OCI) identification number and date the Insurer was most recently licensed by Wisconsin OCI.

Specific Name of Insurance Plan Proposed:	
OCI Identification Number:	
Date of Most Recent WI OCI license:	

☐ Provide *three (3), non-ETF,* client references below. Please be sure each Reference contact listed has experience with the insurance product for which vendor is submitting a proposal. References must include two (2) large-group employers and one public-sector group at minimum.

Reference 1

Organization Name:	
Contact First and Last Name:	
Contact Phone:	
Contact Email:	
Product Lines Offered:	
Number of Covered Lives:	
Contracted Years:	

Reference 2

Organization Name:	
Contact First and Last Name:	
Contact Phone:	
Contact Email:	
Product Lines Offered:	
Number of Covered Lives:	
Contracted Years:	

Reference 3

Organization Name:	
Contact First and Last Name:	
Contact Phone:	
Contact Email:	
Product Lines Offered:	
Number of Covered Lives:	
Contracted Years:	

Tab 2: Benefits and Materials

☐ Complete Attachment A for the corresponding type of plan(s) proposed.

☐ Provide an itemization of costs for any bundled benefit proposals, include a breakdown by benefit type and member type (active employee, retiree, etc.)

☐ Provide a sample brochure, specifically drafted plans available to the State of Wisconsin Group.

☐ Submit a marketing plan, detailing the electronic and print materials that will be available to Eligible Employees. For reference, the State of Wisconsin employee and annuitant benefit information is found at etf.wi.gov/benefits

☐ Submit a premium schedule for each plan. *Note*: A minimum loss ratio of 75% must be maintained annually. Insurers must submit actuarial data to justify any ratio below 75%. Include the forecasted loss ratio for each premium schedule submitted. Any loss ratio below 75% without actuarial data justifying the ratio and a plan in increase the loss ratio may lead to a return of a portion or the entirety of premiums to Eligible Employees.

Tab 3: Actuarial Analysis

☐ Submit an actuarial analysis of the proposed plan for the State of Wisconsin Group.

☐ Submit a detailed description of the Insurer's rating process.

☐ Submit the following financial documents to demonstrate financial stability:

- Balance sheet.
- Statement of operations.
- Audited financial statement by a certified public accountant in accordance with generally accepted accounting principles.
- Utilization statistics.
- Results from the most recent financial examination completed by the State insurance regulator.

Tab 4: Reporting & Performance Standards

☐ Submit current service level guarantees in the areas of:

- Customer Service.
- Grievances and Appeals.
- Enrollment.
- Claims Accuracy and Timeliness.

☐ Review and agree to meet the Reporting and Performance standards contained in Attachment D.

☐ Confirm whether the Insurer's service level guarantees currently align with the performance standards defined in Attachment D. If not, explain in detail how you intend to ensure those standards will be met within six (6) months of entering into a Contract with the Board. Include a list of steps you plan to take to meet these standards.

Attachment B - Benefit Design/Cost Proposal

Use the Excel workbook at this link to complete Attachment B – Benefit Design/Cost Proposal:
etf.wi.gov/publications/GuidelinesAttachmentB-BenefitDesign-Page9.xlsx

For All Supplemental Plan Proposals:

- Complete one table for each plan proposed; use additional sheets if necessary.
- Incomplete Attachment B - Benefit Design/ Cost Proposal submissions will not be considered.
- If the proposed plan type does not appear in a tab within the spreadsheet, please email ETFSMBInsuranceSubmit@etf.wi.gov for further instruction.

Attachment C - Insurer Acknowledgment

Instructions:

1. Check “Agree” or “Disagree” to each requirement as appropriate.
2. Complete the “ACKNOWLEDGE AND ACCEPT” section:
   - Print company name.
   - Print the name of the representative signing this form (must be authorized to legally bind the company).
   - Sign and date.

Supplemental Insurance Requirements	Agree	Disagree
A. Insurer agrees to all Wisconsin Department of Employee Trust Funds (Department) terms and conditions in Attachment F. **Exceptions to the terms and conditions language will not be considered**. Any clarifications to the terms and conditions must be sought and determined by ETF prior to the submission of the proposal.	☐	☐
B. Insurer understands that the Department is in the process of implementing Benefitfocus’ Benefitplace eligibility and enrollment software and service and the contracted supplemental vendors will need to submit data to and/or receive data to/from the Department and/or Benefitfocus.	☐	☐
Insurer understands that the contracted supplemental vendors will be required to have the ability to provide and receive repeatable, automatable data interchange with the Department and/or Benefitfocus.	☐	☐
Are you a part of the Benefitfocus Benefit Catalog Vendor program? If so, please provide us with your vendor or partner identification number.	☐ Yes ☐	☐ No
C. Insurer agrees to all responsibilities and requirements outlined in this document, *Supplemental Insurance Guidelines* (ET-7422), including all Attachments A through G.	☐	☐
D. Insurer has the ability to exchange data electronically with existing or emerging State of Wisconsin benefits systems for payroll and annuities, including but not limited to: D.1. Exchange of enrollment data in the 834-eligibility file format. D.2. Reconciliation of premiums. D.3. Flexibility to accommodate retroactive enrollment changes which may result in premium and/or claim adjustments.	☐	☐
E. Insurer agrees not to modify benefits or premiums during the coverage period, unless such change is necessary to comply with state or federal law, regulation or court order.	☐	☐
F. Insurer agrees to satisfy payment of the annual administrative fee of one percent (1%) of the *estimated* total yearly premium collected by Insurer, assessed by ETF for administration of the plan within 30 days of receipt of invoice.	☐	☐
G. Insurer has submitted payment of $5,000 to ETF for each proposal submitted as payment for the third-party actuarial review fee. Checks should be made out to ETF’s third-party actuary Milliman, Inc. and	☐	☐

submitted along with Insurer's Proposal by 2:00 p.m. CST on the last Business Day in January. See ET-7422 Section 7.D.		
H. Insurer has no outstanding debts to ETF or ETF's third-party actuary.	☐	☐
I. Insurer agrees to submit accurate claims and provider data to ETF's data warehouse vendor for internal business use, upon ETF request.	☐	☐
J. Insurer agrees to provide all reports to ETF as laid out in Attachment D of this document with data from ETF subscribers, not the Insurer's book of business.	☐	☐
K. Insurer understands that Attachment E – Data Warehouse File Requirements are a sample provided using supplemental dental data file requirements and agrees to provide similar data file requirements for supplemental vision and/or accident as agreed upon with ETF.	☐	☐
L. Insurer agrees to establish a website for ETF's Eligible Employees dedicated to providing information about the benefit being offered, how to apply for the benefit and any other applicable information for ETF's Eligible Employees.	☐	☐
M. Insurer agrees to send informational materials to Eligible Employees at ETF's discretion (i.e. in the event of a large-scale error or legislative change, upon the Insurer's acceptance into or termination from the program, etc.) via U.S. mail unless otherwise agreed to by ETF.	☐	☐
N. Insurer acknowledges that a contract must be signed by the Insurer prior to the annual May Board meeting where the Board will determine one (1) Insurer/Proposer to contract with for each type of supplemental insurance for the following plan year.	☐	☐

By signing hereunder, the Insurer hereby agrees to the responsibilities as outlined above.

ACKNOWLEDGE AND ACCEPT:

This form has been reviewed by me and shall become part of the final Contract. I am a duly authorized representative of my company and have the authority to legally bind my company. I hereby acknowledge and accept responsibility for the accuracy of the responses given above. I further accept that my company's Proposal *may* be rejected on the grounds that any item listed above is marked as "Disagree." I have specified and provided a reason for any answer marked as "Disagree" in my company's Proposal.

Proposer Company Name:	Click or tap here to enter text.
Name & Title of Authorized Representative:	Click or tap here to enter text.
Authorized Representative Signature:	
Signature Date:	Click or tap here to enter text.

ATTACHMENT D - Reporting and Performance Standards

Reporting requirements are specific to the data from the Supplemental Insurance Plan, not general data from the Insurer's book of business. Performance will be measured by ETF on a quarterly basis. ETF reserves the right to waive a penalty in certain circumstances when ETF determines it is warranted.

1. Claim Processing

Performance Standards	Penalties
Processing Accuracy: At least ninety-seven percent (97%) incidence of claims processed without any error. Calculated as the total number of claims processed correctly divided by the total number of claims processed. Processed is defined as the handling of a claim by paying, denying or closing it through a request for additional information. The claims processing accuracy measure recognizes all claim errors, not just errors that result in an under or over payment.	Two thousand and five hundred ($2,500) dollars for each percentage point for which the standard is not met each quarter.
Claims Processing Timeliness or Turnaround Time (TAT): At least ninety (90%) of claims correctly adjudicated within fourteen (14) calendar days. TAT is measured from the date a claim is received to the date it is adjudicated (paid, denied, or pended).	Two thousand and five hundred ($2,500) dollars for each percentage point for which the standard is not met each quarter.

2. Customer Service

Performance Standards	Penalties
Call Abandonment Rate: No more than three percent (3%) of calls abandoned, measured by the number of total calls that are not answered by customer service (caller hangs up before answered) divided by the number of total calls received.	Two thousand and five hundred ($2,500) dollars for each percentage point for which the standard is not met each quarter.
Open Call Resolution Turn-Around-Time: At least ninety percent (90%) of customer service calls that require follow-up or research will be resolved within two (2) Business Days of initial call. Measured by the number of issues initiated by a call and resolved (completed without need for referral or follow-up action) within two (2) Business Days, divided by the total number of issues initiated by a call.	Two thousand and five hundred ($2,500) dollars for each percentage point for which the standard is not met each quarter.
Electronic Written Inquiry Response: At least ninety-eight percent (98%) of customer service issues submitted by email and website are responded to within two (2) Business Days.	Two thousand and five hundred ($2,500) dollars for each percentage point for which the standard is not met each quarter.
Non-Disclosure: The vendor shall not use or disclose names, addresses, or other data for any purpose other than specifically provided in the Contract.	The return of a portion or the entirety of premiums to Eligible Employees.

3. Expectations

- Telephone access for Eligible Employee Eligible Employees: Available 7:30 a.m. - 5:00 p.m. Central Time. Monday - Thursday and 7:30 a.m. - 4:30 p.m. Central Time Friday, except for legal State holidays and mutually agreed upon Insurer holiday which will be updated and provided to ETF yearly by email.

- Web portal availability: Portal cannot be unavailable for full member access for more than six (6) non-peak hours per month.
- During open enrollment period at least ninety-nine percent (99%) complete enrollment with fifteen (15) Business Days after close of open enrollment period.
- Outside of the open enrollment period when there are new hires or changes in eligibility at least ninety-nine percent (99%) complete enrollment within five (5) Business Days of receipt of completed paperwork.
- Census file accuracy: Reconciliation of agency payroll records must happen within five (5) Business Days of receipt
- Membership cards to members: Members who enroll during the designated open enrollment period must receive their cards no later than January 1 of each year:
    - New hire or life event changes: Must receive their ID card within ten (10) Business Days of processing enrollment or change
- Disenrollment: Processed within five (5) Business Days of receipt
- Inquiries from a payroll office or ETF staff must be acknowledged within one (1) Business Day and a completed response needs to be provided within five (5) Business Days ninety-five percent (95%) of the time.
- Direct member inquiries must be acknowledged within two (2) Business Days and be provided with a completed response within five (5) Business Days ninety-five percent (95%) of the time.
- Refunds: Accurate refunds must be issued within fifteen (15) days of receipt of complete documentation ninety-eight percent (98%) of the time.
- Member grievances must always follow the process and timeline in Wisconsin Administrative Code INS Chapter 18.

4. Reports

Frequency	Description	Due Date	Penalty
Quarterly	Submit customer service and enrollment statistics spreadsheet to ETFSMBInsuranceSubmit@etf.wi.gov and copy the supplement program manager.	Due 30 days after end of quarter	One thousand ($1,000) dollars per Business Day for which the standard is not met.
Annually	Submit Report to ETFSMBInsuranceSubmit@etf.wi.gov, and copy the supplement program manager. Data in requested report from January 1 - December 31 of previous year • Total number of subscribers (include active and retired) • Number of dependents • Subscriber gender • Number of subscribers per agency • Number of subscribers by state • Number of Wisconsin subscribers by county • Number of local government subscribers and dependents (if applicable) • Total premiums collected from subscribers • Total amount paid in claims; • Number of claims incurred; • Loss ratio submit • Report of member grievances and resolution	No later than 2:00 PM CST on the last Business Day in January.	One thousand ($1,000) dollars per Business Day for which the standard is not met.
Annually	Submit Report to ETFSMBInsuranceSubmit@etf.wi.gov and copy the supplement program manager. Data in submission is from January 1 - March 31 of current calendar year. Include: • Total number of subscribers (include active and retired) • Number of dependents • Subscriber gender • Number of subscribers per agency • Number of subscribers by state • Number of Wisconsin subscribers by county • Total premiums collected from subscribers from January 1 - March 31 • Total amount paid in claims • Number of claims incurred • Loss ratio submit • Report of member grievances and resolution	Due by April 15 of each year.	One thousand ($1,000) dollars per Business Day for which the standard is not met.

ATTACHMENT E - Data Warehouse File Requirements

5. Data Warehouse File Requirements

The Contractor shall cooperate with the Department's designated data warehouse vendor by submitting the required data for Benefits provided to Participants under this Contract.

1) Data Submission Requirements

The Contractor shall comply with the Department's specifications for submission of the required data in the formats attached to this Contract, 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.

a) Data submitted by the Contractor to the Department's data warehouse shall include all of the following:
   i. Data for all claims processed for Participants for Benefits provided under this contract. 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.
   ii. Data on other financial transactions associated with the claim payments, including charged amount, allowed amount, per-claim rebates, discounts, payments made by third-party insurance, including Medicare, and charges to members as co-payments, coinsurance, and deductibles.
   iii. Data on the providers of Benefits provided under this Contract.
   iv. Data on all Participants enrolled for Benefits provided under this contract, including demographic and enrollment information.
   v. Data for all In-Network providers including subcontracted providers, as specified by the Department.
   vi. Other data, as specified by the Department.

b) Data submitted to the Department's data warehouse shall meet all of the following requirements:
   i. The Contractors shall submit, in the most recent file format specified by the Department, all claims processed for Participants.
   ii. The Contractors shall submit, in the most recent file format specified by the Department, the specified data for all In-Network providers including subcontracted providers.
   iii. The Contractors shall submit, in the most recent file format specified by the Department, the specified data for all Participants enrolled.
   iv. The claim adjustment data the Contractor submits shall follow the logic the Department's data warehouse vendor defines in the data specifications.
   v. On all files, the Contractors 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.

2) 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.

3) Submission Timeline

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

Contractor and the Department.

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

a) All data for claims paid in the previous month shall be submitted in the correct file layout to the Department's data warehouse on the date of the month following the date of payment to the provider as approved by the Department, or another time period approved by the Department.
b) 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.
c) All Participant 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 in the month following the month of the Participant's enrollment.
d) The Contractor shall communicate any delays in submitting the required 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.
e) 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.
f) The Department shall charge the Contractor a penalty for each data file submitted after the deadlines established above. For files that are delayed by no more than five (5) calendar days and for which the 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.

4) 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 Contractor's data dictionary.

5) Data Steward

The Contractors shall designate a Contractor employee as a data steward who is knowledgeable of its data and 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 Contractor's data and the correction of data errors should they occur.

6) Data Quality

The quality of Contractor's data submission shall be assessed by the Department's data warehouse vendor for timeliness, validity, and completeness. If the Department's data warehouse vendors determines that the data submitted by the 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 the goals and timelines for improvement.

The Contractor agrees to financial penalties for failure to submit data in accordance with this Contract, 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 Contract that impact the Department's data warehouse vendor will either be invoiced to the Contractor and due within thirty (30) 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 Attachment E, Section 6 – Data Warehouse Performance Guarantees below.

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 describe in 3)d) 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 Attachment E, Section 6 below.

No cap is applied to the penalties assessed in Attachment E, Section 5 Data Warehouse File Requirements and Section 6 Data Warehouse Performance Guarantees.

6. Data Warehouse Performance Guarantees

Data warehouse requirements are specific to the data from the Supplemental Dental Program not general data from the Contractor's book of business.

The penalties assessed in Attachment E, Sections 5 and 6 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.

6A Data Warehouse Deliverable Requirements

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

1) Claims Data Transfer to the 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 Attachment E, Section 5)
Frequency	Monthly
2) 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 Attachment E, Section 5)
3) **Participant 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 members enrolled. (See Attachment E, Section 5.)
Frequency	Monthly

6B Data Warehouse Performance Standards

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*
a) 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 *Attachment E, Section 5 Part (3a).*	One thousand ($1,000) dollars per Business Day for which the standard is not met.
b) 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 *Attachment E, Section 5 Part (3b).*	One thousand ($1,000) dollars per Business Day for which the standard is not met.
c) Participant 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 enrolled members according to the schedule established in *Attachment E, Section 5 Part (3b).*	One thousand ($1,000) dollars per Business Day for which the standard is not met.
d) 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) calendar day before the scheduled transfer. (*See Attachment E, Section 5. Part 3.c*.)	One thousand ($1,000) dollars per Business Day for which the standard is not met.
e) 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 Attachment E, Section 5 Part 3.d*)	One thousand ($1,000) dollars per Business Day for which the standard is not met
f) 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 Attachment E, Section 5 Part.6.)*	One thousand seven hundred fifty dollars ($1,750) dollars for each submission after the allowed submissions.
g) 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 Attachment E, Section 5 Part 6.)*	One thousand seven hundred fifty dollars ($1,750) dollars for each submission after the allowed submissions.

h) Pass-Through Data Warehouse Penalties: The Department will pass through any penalties assessed by the Department's data warehouse vendor for failure to submit data in accordance with this Contract. (*See Attachment E, Section 5 Part 6.*)	The amount charged by the Department's data warehouse vendor for the Contractor's failure to meet data submission requirements not otherwise subject to a penalty as described above.