

From: [REDACTED]
To: [ETF SMB Board Feedback](#)
Subject: Re: Access Plan
Date: Friday, December 8, 2023 7:12:21 PM

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Dear ETF Insurance Board Members,

Thank you for the work you do as board members. I have two requests that I am asking for Board consideration. The first relates to a revision to the certificate of coverage under the state ETF plan. The second is imploring the Board to seek an alternative provider for the Access Plan.

1. Certificate of Insurance Revision Request

Background: Article 5 in the ETF insurance coverage policy recites “Exclusions and Limitations.” Item 23 in the listed exclusions and limitations refers to weight loss, diet programs, and supplements as being excluded by the ETF policy. I currently have a family member that has been denied coverage of enteral therapy by Dean Healthcare (Access Plan) where the insurer has specifically referenced the ETF policy exclusion clause shown below (in particular, part c).

“23. Weight Loss, Diet Programs, & Food Supplements

a. Weight loss programs including dietary and nutritional treatment in connection with obesity unless prescribed for the purposes of meeting authorization requirements to undergo bariatric surgery, as determined by the **Health Plan**. This does not include **Nutritional Counseling** as provided in [Section 4. F. Covered Services, Nutritional Counseling](#).

b. Any diet control program, treatment, or supply for weight reduction unless prescribed for the purposes of meeting authorization requirements to undergo bariatric surgery, as determined by the Health Plan.

c. Food or food supplements except when provided during a covered outpatient or inpatient Confinement.”

In this instance, the sole means for nutritional intake for my family member is via enteral therapy – not the intake of ordinary food by mouth. The insurer has broadly applied this exclusion in the particular case of my family member. I am asking the Board to incorporate an exemption for this policy exclusion that would specifically apply to “medical food.”

Proposed ETF Policy Revision: The following is draft language the Board could consider adopting or further modifying as appropriate to incorporate the spirit of the requested exemption. The proposed addition is shown in red text underlined.

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23. Weight Loss, Diet Programs, & Food Supplements

a. Weight loss programs including dietary and nutritional treatment in connection with obesity unless prescribed for the purposes of meeting authorization requirements to undergo bariatric surgery, as determined by the **Health Plan**. This does not include medical food or Nutritional Counseling as provided in Section 4. F. Covered Services, Nutritional Counseling.

Supporting Rationale:

In the legislation that governs FDA, 21 USC 321 includes a definition of “food” that is intended for the Federal Food, Drug, and Cosmetic Act. In this legislation, “food” is defined as:

“The term “food” means

- (1) articles used for food or drink for man or other animals,
- (2) chewing gum, and (3) articles used for components of any such article.”

[reference: 21 USC 321(f)]

In the same section of 21 USC 321, “critical food” is defined as:

“The term “critical food” means a food that is—

- (1) an infant formula; or
- (2) a medical food, as defined in section 360ee(b)(3) of this title.”

[reference: 21 USC 321(ss)]

Still further, in referenced Section 360ee(b)(3), “medical food” is defined as:

“The term “medical food” means a food which **is formulated to be consumed or administered enterally under the supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on recognized scientific principles, are established by medical evaluation.**” (emphasis added)

[reference: 21 USC 3360ee(b)(3)]

The rational conclusion for incorporating the exemption I am seeking for the policy exclusion is that the enteral nutrition therapy is “medical food” and not the “food” that is excluded in insured’s policy coverage. The requested change would remove that ambiguity and require coverage for patients in need of this form of nutrition intake.

2. **New provider for the Access Plan**

The unexpected transition of the Access Plan from WEA Trust to another provider was sudden and unexpected. The first year of our transitioning to Dean Health as the provider of the Access Plan has been quite challenging for many reasons. Dean has been extremely difficult to work with and decline in insurers going from WEA Trust to Dean Health has been quite significant. I am requesting that the Board pursue an alternate provider for the Access Plan at the earliest possible time.

Thank you for your consideration in these two matters.

Respectfully submitted,
Douglas Reindl

Douglas Reindl

[Redacted signature block]



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December 20, 2023

Douglas Reindl
[REDACTED]

Dear Douglas Reindl:

Thank you for your December 8, 2023, email to the Group Insurance Board (Board) and the Department of Employee Trust Funds (ETF) regarding your concerns about the lack of coverage for food used in enteral feeding and Dean Health Plan's (Dean's) performance as the vendor for the Access Plan in the State of Wisconsin Group Health Insurance Program (GHIP).

As you cited, the GHIP explicitly excludes coverage for food or food supplements except when provided during a covered outpatient or inpatient confinement. This is a longstanding exclusion that applies to all food, regardless of the purpose or means of delivery. The GHIP does cover the supplies associated with enteral feeding. Annually ETF and the Board consider benefit changes. We are currently considering changes for 2025. Note that under Wis. Stats. [§40.03\(6\)\(c\)](#), the Board cannot add benefits that would increase costs without a legal mandate or decreasing other benefits.

As you know, Dean was awarded the contract for the Access Plan effective January 1, 2023, after a vendor selection process undertaken due to WEA Trust's announcement in June 2022 that they would no longer offer health insurance as of January 1, 2023. We recognize that new vendor implementations cause some disruption and can be challenging. We work with new vendors on implementation. This period lasts well into the first year of the contract and longer as needed. We have seen that Dean is continually working to improve. We have asked them to respond to us regarding your statement that they have been difficult to work with and that you have experienced a decline in insurers, which we take to mean provider access, when compared to WEA Trust's Access Plan.

When Dean submitted a bid for the Access Plan, they offered a three-year premium rate cap guarantee. The Board accepted it. It is common to retain a vendor for at least three years due to the complexity in implementing the GHIP. Note that the Board and ETF monitor plan performance. If a plan is not performing up to standards, regular meetings are held and financial penalties can be assessed.

Douglas Reindl
December 20, 2023
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I hope you have found this response helpful. If you have additional questions or concerns, please feel free to reach out using the contact information provided below. A copy of your letter and ETF's response will be included in the materials for the February 21, 2024, Board meeting.

Sincerely,

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