

**First Set (Numbers 1-72) of  
Vendor Questions and ETF Answers for**

**Request for Proposals (RFP) ETD0012**

**Employee Trust Funds Board Consulting Actuary for  
Health Insurance Programs**



Issued by the State of Wisconsin  
Department of Employee Trust Funds

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## RFP ETD0012 VENDOR QUESTIONS AND ETF ANSWERS

No.	RFP Section	RFP Page	Question
<b>Q1</b>	General		Is it required to bid on all 3 RFPs
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	Qualified vendors are encouraged to submit competitive proposals on each of the above. One or more vendors may be awarded a contract. Vendors may submit proposals for one, two, or all of the RFPs. However, for each RFP that a vendor chooses to bid on, the response must be complete and separate from other RFP responses. After considering the proposals and prior to awarding a contract, the Board reserves the right to negotiate with any or all vendors a discounted final cost based on the vendor(s) being awarded more than one contract.
<b>Q2</b>	General		Will preference be given to a firm or lead consultant located in the State of Wisconsin?
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	No.
<b>Q3</b>	Special Terms and Conditions 5.1 and 5.3	17-18	Is the State willing to negotiate the terms of this section? Specifically is the State willing to add a limitation of liability for the selected actuary? Is the State willing to negotiate the terms related to the ownership of intellectual capital
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	The Employee Trust Funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03
<b>Q4</b>	General		Are all plans currently self-funded?
<b>A</b>			No, the State offers employees the choice of enrolling either in one of two self-funded plans or alternate health plans (that is, health maintenance organizations [HMO's] or preferred provider organizations [PPO's]) with specific provider networks. The State also manages its pharmacy benefits through a self-insured pharmacy benefits manager third-party administrator.
<b>Q5</b>	General		When was the last time that the medical plan vendors were bid?
<b>A</b>			Self-insured: Wisconsin Physicians Service (WPS) – last bid in 2011; contract allows for 2 two year extensions through 2018. Pharmacy Benefit Manager: Navitus – last bid in 2010; contract allows for 2 two year extensions through 2017. Alternate health plans (HMO's, PPO's) – annually (2013)
<b>Q6</b>	General		What are the main collective bargaining units who participate in the programs? Do plans vary by

			bargaining unit? When do the existing bargaining agreements expire?
<b>A</b>			Plans are administered uniformly for all participants, and the consulting actuary does not perform any services for individual collective bargaining units.
<b>Q7</b>	General		Does the state utilize a data warehouse for aggregation of claims and enrollment data? If so, will the selected consultant have direct access to the data warehouse?
<b>A</b>			No.
<b>Q8</b>	RFP ETD0012 Section 3.4	8	How does the State utilize the WHIO information today to manage and design its programs?
<b>A</b>			Our Group Insurance Board is examining the WHIO data to better understand our cost drivers and utilization patterns. We continue to investigate WHIO's utility as it matures.
<b>Q9</b>	RFP ETD0012 Section 3.6		To what extent is the State's procurement department involved in the solicitation of HMO and other health and welfare program bidding?
<b>A</b>			The group health insurance programs are governed by the Group Insurance Board under Wis. Stat. 40.51. The State Bureau of Procurement ensures that ETF follows state procurement laws.
<b>Q10</b>	General		Is there a preference to work with one consulting firm for all three bodies of work?
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	One or more vendors may be awarded a contract. Vendors may submit proposals for one, two, or all of the RFPs. However, for each RFP that a vendor chooses to bid on, the response must be complete and separate from other RFP responses. After considering the proposals and prior to awarding a contract, the Board reserves the right to negotiate with any or all vendors a discounted final cost based on the vendor(s) being awarded more than one contract.
<b>Q11</b>	1.1.10	4	Do the duties required under this RFP qualify under sections 246.020.5 or 246.020.6 of Wisconsin Human Resources Handbook? If no, please confirm that a compliant vendor is not required to perform criminal background checks. If yes, for what purpose(s) are background checks to be used and how are they to be employed?
<b>A</b>			Yes, the duties qualify. It is part of the fiduciary duties of Employee Trust Funds to protect the security and privacy of program data and participant information. See also, Appendix G – Information Confidentiality and Security Requirements
<b>Q12</b>	Appendix F	36	What was the Full-Year Annual Retainer Fee for 2013?

<b>A</b>			The total cost for 2013 was \$443,455.
<b>Q13</b>	Appendix F	36	What where the hourly rates charged by staff level for the most recent fiscal year?
<b>A</b>			During the last three years supplemental services have been negotiated fixed fee contracts and not based on hourly rates.
<b>Q14</b>	General		If the vendor has negotiated terms and conditions (T&Cs) with State of Wisconsin in conjunction with other contracts, would those T&Cs be acceptable for this RFP?
<b>A</b>			No, each RFP stands on its own.
<b>Q15</b>	3.1	12	In Section 3.1, you stated that you are requesting general consultation services for all group health insurance plans (including those with uniform dental benefits for diagnostic, preventive, and restorative services) and optional plans (e.g. dental, vision, long term care insurance, etc.) administered by the Department or State. Can you provide more detail (including a list of products, number of participants, funding arrangements, vendors) as related to the level of support you are seeking on all group health insurance plans and optional benefits?
<b>A</b>			Please note that the optional plans (employee pay all for dental, vision, long term care, etc.) should not have been referenced in RFP ETD0012 as they are included in RFP ETD0013. The 2012 Fact Sheet is essentially unchanged for 2013. Total number of group health insurance contracts as of January 1, 2014 is 111,668, covering 248,732 lives.
<b>Q16</b>	General		Given there are three RFPs released at the same time, please let us know if you intend to or prefer to contract one firm to perform all three RFP contracts. Would a firm demonstrating expertise in all three requested areas be preferred so engagements can be leveraged across all?
<b>A</b>			One or more vendors may be awarded a contract. Vendors may submit proposals for one, two, or all of the RFPs. However, for each RFP that a vendor chooses to bid on, the response must be complete and separate from other RFP responses. After considering the proposals and prior to awarding a contract, the Board reserves the right to negotiate with any or all vendors a discounted final cost based on the vendor(s) being awarded more than one contract.
<b>Q17</b>	2.1.4	10	Section 2.1.4 - information regarding the professional and experience qualifications of all actuaries, underwriters and/or professional staff who will perform work under the contract. - Our

			actuarial practice is a national practice and we poll our actuaries nationally based on their expertise, years of experience and skillsets. Are you looking for a large pool of professionals that are qualified to work on this engagement or available pool of professionals that will likely to be staffed for this engagement?
<b>A</b>			In the past, the Department has worked with an available team of professionals specifically staffed for this contract. That team may need to reach out to a larger pool of professionals as needed. Consideration will be given both to the specific team proposed for the State of Wisconsin contract as well as the size and quality of the larger pool.
<b>Q18</b>	4	16	Please provide a list of your current health and pharmacy vendors and when were the last time that went out to bid? Please also provide a planned schedule of upcoming vendor selection of your health and pharmacy benefits manager.
<b>A</b>			Self-insured: Wisconsin Physicians Service (WPS) – last bid in 2011; contract allows for 2 two year extensions through 2018. Pharmacy Benefit Manager: Navitus – last bid in 2010; contract allows for 2 two year extensions through 2017. Alternate health plans (HMO's, PPO's) – annually (2013).
<b>Q19</b>	4	16	Can you provide a breakdown of enrollment in the various benefit plans (HMO, PPO, and self-insured indemnity)?
<b>A</b>			The breakdowns have no relevance to the RFP response and will be provided to the selected vendor.
<b>Q20</b>	3	12	Does the requested scope of work include retiree health benefits and if so, can you provide more detail on the number of actives and retirees, their current benefits and vendors. For Part D activities, please provide the current offerings to Part D eligible retirees. If the Part D offerings are not applicable to retirees, is this referring to Medicare-eligible disabled employees?
<b>A</b>			Yes, this includes retiree health benefits. The number of actives and retirees is provided when actuarial analysis is being performed, but not at the RFP selection stage. The current PBM provides Medicare Part D benefits through the Navitus MedicareRx (PDP) (an employer group waiver plan) offered by Navitus Health Solutions and underwritten by Sterling Life Insurance Company,

			Federally-Qualified Medicare Contracting Prescription Drug Plan. This benefit also includes a commercial, supplemental benefit that wraps around the Medicare Part D coverage, which ensures coverage is comparable to non-Medicare coordinated prescription drug benefits provided under the State and Wisconsin Public Employers group health insurance programs.
<b>Q21</b>	3.3 - Item 2	14	Section 3.3 item 2 Page 14 indicates that the scope includes periodic assistance on rebidding contracts. What assistance has the consulting actuary typically provided in this rebidding?
<b>A</b>			Consulting actuary reviews the State's RFP and provides general comments where appropriate and also provides specific assessment of network adequacy and fee structure related to cost effectiveness of fee discount arrangements.
<b>Q22</b>	3.3 – Item 4	14	Section 3.3 item 4 Page 14 outlines a surcharge for prospective large employers. Please provide more detail regarding this surcharge (e.g. how it is calculated and to whom it is paid) and how many large employers typically go through this process
<b>A</b>			Surcharge amounts for newly participating Wisconsin Public Employer (WPE) groups are determined through large or small group underwriting on a quarterly basis. Based upon the federal register Vol. 78 # 39 dated February 27, 2013, we believe that the State of Wisconsin program, as a non-federal governmental group health plan, is able to continue underwriting local employers who want to join the WPE Group Health Insurance Program. The underwriting process begins at the office of the third party administrator of the Standard Plans, WPS Health Insurance (WPS). Large or small group underwriters calculate estimated rates for a given WPE. They develop rates to align with Uniform Benefits, the health insurance program selected by most subscribers. Following this, the calculation and a copy of all materials are shared with the consulting actuary. The actuary reviews the calculation for accuracy and determines whether the WPE group may join at existing pooled rates or if the risk is detrimental to the pool, the WPE will receive an additional per contract per month surcharge for up to 24 months. The surcharge amounts are passed back to the health plans and pharmacy benefit manager to offset the cost of expected claims. A flat amount is passed back for each subscriber. WPS and the consulting actuary are paid per service fees that vary based on group size. The range of fees paid

			<p>to the consulting actuary is 2014 falls between \$150 and \$1,400 per group. In 2013, 12 WPEs went through the underwriting process. In 2012, there were 13.</p> <p>Annually the actuary reviews the surcharge policy and rates to determine if changes should be made. This is done in conjunction with staff at ETF in September.</p>
<b>Q23</b>	3	12	Please confirm that Other Post-Employment Benefits are not included among the requested services for this RFP
<b>A</b>			That is correct. However, other state agencies may request to leverage this contract for OPEB and other services, at which times these would be negotiated.
<b>Q24</b>	3	12	Please provide sample deliverables for each item included in the scope of services in which the State received a deliverable.
<b>A</b>			Certain deliverables contain confidential information and are not available. Deliverables that are public record include 2014 Self-Insured State medical and Prescription Drug Plans 2014 Rate Development ( <a href="http://etf.wi.gov/boards/agenda-items-2013/gib0827/item3e.pdf">http://etf.wi.gov/boards/agenda-items-2013/gib0827/item3e.pdf</a> ) and State of Wisconsin Five Year Utilization and Age Gender Score Analysis ( <a href="http://etf.wi.gov/boards/agenda-items-2013/gib1112/item3e.pdf">http://etf.wi.gov/boards/agenda-items-2013/gib1112/item3e.pdf</a> ).
<b>Q25</b>	3.4.7	14	Please confirm that a data warehouse is not currently used. If a data warehouse is not used, how many data sources will need to be synthesized?
<b>A</b>			A data warehouse is not currently used. See Q27.
<b>Q26</b>	4	16	When was the last time the health and PBM administration was rebid?
<b>A</b>			See Q18.
<b>Q27</b>	Section 3.3 through 3.5	Pages 13 - 15	In what form is the data stored currently? Is the data supplied by each respective vendor on a monthly basis or a quarterly basis?
<b>A</b>			The data for the self-insured plans' valuations (Standard and PBM) are maintained by the respective vendors and storage of the data is not required by the consulting actuary. The PBM claims data is supplied monthly. The Standard Plan data (claims triangle, etc.) is provided annually.
<b>Q28</b>	Section 3.3 Item 4	Page 14	In determining the appropriate surcharge category for prospective large employers, please provide more detail on the number of potential entities that require a surcharge allocation in the local plan.



<b>A</b>			See Q22.
<b>Q29</b>	Section 3.4 Item 3	Page 14	Please specify the number of collective bargaining units covered under the HMO/PPO rate review process.
<b>A</b>			See Q6.
<b>Q30</b>	Section 3.3 Item 1v.	Page 13	Please provide clarification regarding the target trend used in establishing the PBM compensation. Is this in relation to a performance guarantee?
<b>A</b>			The target trend is calculated by the consulting actuary based on the claims data and is used in establishing PBM compensation. Currently there is no performance guarantee.
<b>Q31</b>	Appendix F – Cost Proposal	Page 36	Please provide the current consulting fees paid for Health Insurance actuarial services for each of the last three years? Please break these amounts into “rfp” work and ad hoc special project work.
			The current consulting fees and ad hoc work for Deloitte can be found at openbook.wi.gov/, ETG0012 contract.
<b>Q32</b>	Section 2.1 Item 3	Page 10	How long has the current lead actuary been in that position and how long has he / she been working on the program?
<b>A</b>			Since 2007.
<b>Q33</b>	Section 2.1 Item 9	Page 11	Please confirm that a sample group health insurance actuarial valuation means an annual rate renewal report.
<b>A</b>			Yes.
<b>Q34</b>	N/A	N/A	Who is the State of Wisconsin Group Insurance Board (GIB)’s current consultant and how long have they worked for you?
			Deloitte Consulting is the current actuary for group health insurance and has worked for ETF since 1996.
<b>Q35</b>	N/A	N/A	Why is GIB going out to bid for these services?
<b>A</b>			The Group Insurance Board has a fiduciary duty to assure that it is receiving the best services at the lowest possible cost to the trust funds. They accomplish this by periodically soliciting proposals from all qualified vendors for the services they need. This process is not a reflection of the Board’s satisfaction with the services provided by the current consulting actuary.
<b>Q36</b>	N/A	N/A	Will preference be given to a firm or lead consultant based in Wisconsin?
<b>A</b>			No.



<b>Q37</b>	N/A	N/A	Given the size of your program, we would recommend using our national resources. Would there be any issues in using consultants in other parts of the country, as long as all the availability requirements in 3.1(6) are met?
			No.
<b>Q38</b>	N/A	N/A	What are the predominant collective bargaining units that participate in the health insurance program?
<b>A</b>			See Q6.
<b>Q39</b>	N/A	N/A	Can you please make available the contract for the incumbent actuary? Please indicate the fees paid for similar services and the associated hours for the last three years. Do these fees include commissions or are they strictly fee for service based? If the incumbent received commissions, please provide annual figures for those as well.
			The current contract is available on the ETF extranet. Payments made to Deloitte can be found at openbook.wi.gov/, ETG0012 contract. Please note that ETF does not pay any commissions; these are strictly fee for service.
<b>Q40</b>	N/A	N/A	Please describe your current open enrollment process (timing, how employees make their elections, and how the eligibility files are transmitted to the carriers/vendors)
<b>A</b>			The open enrollment usually occurs starting the first full week in October and lasts four weeks (for 2014, the open enrollment period ran from October 7, 2013 through November 1, 2013). Employees and retirees may make elections either by filing a paper application (employees submit to their employer, retirees submit to ETF) or by using the myETF Benefits online health insurance enrollment system. All enrollments are ultimately entered into myETF Benefits. The eligibility files are transmitted to the plans and the pharmacy benefit manager via HIPAA 834 file, generated from myETF Benefits. Also see the Health Insurance Program Overview in the Reference Materials.
<b>Q41</b>	N/A	N/A	Please provide copies of your current enrollments, benefits, costs and employee contributions (SBDs, open enrollment materials, rate structure exhibit - besides health, dental and vision). Please provide for <u>all</u> benefits.
<b>A</b>			This information is not relevant for proposal submission.
<b>Q42</b>	N/A	N/A	Please provide a contribution rate schedule.
<b>A</b>			Rates for state employees can be found in the current open enrollment publication "It's Your Choice 2014 Decision Guide,"

			<a href="http://etf.wi.gov/publications/iy14/et2107d.pdf">http://etf.wi.gov/publications/iy14/et2107d.pdf</a> . Rates for local employees can be found in the current open enrollment publication "It's Your Choice 2014 Decision Guide," <a href="http://etf.wi.gov/publications/iy14/et2128d.pdf">http://etf.wi.gov/publications/iy14/et2128d.pdf</a> .
<b>Q43</b>	1.1.4	3	Will there be a vendor conference or additional opportunities to ask questions?
<b>A</b>			No vendor conference is planned at this time. Vendor questions were due January 21, 2014. At the discretion of ETF Procurement and as time permits, significant questions may be entertained. However, there is limited time for answers to be prepared, distributed, and equitably incorporated into RFP responses.
<b>Q44</b>	1.2.3	5	If our proposal does not contain any confidential material, do we need to provide two (2) electronic copies in addition to the two (2) complete unlocked and non-password protected electronic copies we must provide?
<b>A</b>			Yes.
<b>Q45</b>	1.2.3	6	You mention that electronic copies are submitted in MS-Word format. It is more standard to submit these in a PDF format, since there are attachments, forms, etc. Would that format (PDF) be acceptable?
<b>A</b>			No.
<b>Q46</b>	1.3.4	9	We understand the finalist presentation will be on April 16 <sup>th</sup> . When will the vendors be notified that they are a finalist?
<b>A</b>			The date has not been set and will depend on the evaluation committee review of all responses. Vendors will be notified as soon as committee has determined the rankings.
<b>Q47</b>	2.1(7)	11	With over 1,000 public sector clients, a list with all the information requested is unmanageable. Is it acceptable to include our client list and then provide a sample of our 20 largest accounts or possibly all those over 50,000 lives? What is GIB looking to see in our response?
<b>A</b>			Providing your 20 largest accounts or all those over 50,000 lives is acceptable.
<b>Q48</b>	2.1(9)	11	You request a sample group health insurance actuarial valuation. Could you please clarify what type of valuation you are referring to (i.e. post retirement medical)? In addition, could you please make available the most recent valuation report you are referencing for your current actuary and consultant?
<b>A</b>			See Q24 for the most recent valuation report. The valuation must address all components of the

			group insurance program (e.g., State, Local, Active, Retiree, Graduate Assistant, etc.).
<b>Q49</b>	2.2 (2)	11	Is it necessary for the supervisory actuary to have experience with “valuation assignments”? This seems to be related to post-retirement medical valuations, which we do not see as part of this procurement. Please confirm.
<b>A</b>			This procurement is not related to OPEB valuations.
<b>Q50</b>	3.1(3)	12	When is the legislative session and when should we expect most of the new legislation?
<b>A</b>			A copy of the current Wisconsin State Legislature session can be found at <a href="http://legis.wisconsin.gov/Pages/session.aspx">http://legis.wisconsin.gov/Pages/session.aspx</a> . Legislation affecting the group health insurance program can occur any time when the Legislature is in session.
<b>Q51</b>	3.1(4)	12	Who maintains the detailed claims and eligibility files and what access would the selected vendor have to these data on a regular basis?
<b>A</b>			Detailed claims files are maintained by the participating health insurance plans and third party administrator for the self-insured plans. Eligibility files are maintained by the Department. The Department does not expect the consulting actuary to need access to these on a regular basis.
<b>Q52</b>	3.2(1)	13	Please clarify what “valuation documentation including sample liability calculations” you are referring to?
<b>A</b>			The valuation of the self-insured Standard Plan and PBM rates along with the fund balance valuation.
<b>Q53</b>	3.3	13	Could you please list the plans and whether they are fully-insured or self-insured? Are the latest open enrollment documents available?
<b>A</b>			See the links in Q42.
<b>Q54</b>	3.3(1)	13	How is claims data provided, and made available, to the consultant? Is the claims data housed in a data warehouse or does the claims data come directly from the vendors?
<b>A</b>			See Q51.
<b>Q55</b>	3.3(1)	13	Can a sample of the actuary’s rate development reports for 2013 and 2014 be made available?
<b>A</b>			See Q24.
<b>Q56</b>	3.3(1)	13	Please provide clarification regarding the target trend used in establishing the PBM compensation.
<b>A</b>			See Q30.
<b>Q57</b>	3.3(2)	14	When was the last time that the health and PBM third party administrator contracts were rebid? Are there separate bids for HMOs & PPOs? How does

			GIB typically work with the consultant on these projects?
<b>A</b>			See Q18.
<b>Q58</b>	3.3(4)	14	In determining the appropriate surcharge category for prospective large employers, please provide more detail on the number of potential entities that requires a surcharge allocation in the local plan. Please make available the current underwriting standards.
<b>A</b>			See Q22.
<b>Q59</b>	3.4(1)	14	Please provide more details and the intent of the form. Is it for rate development, monthly comparative reporting, etc? Does GIB get claims data for all the HMOs, whether fully-insured or self-insured? Please provide the current form being used.
<b>A</b>			Claims data from HMOs and PPOs is provided to the consulting actuary through Addendum 1, see Reference Material Terms and Conditions for Comprehensive Medical Plan Participation in the State of Wisconsin Group Health Benefit Program and Uniform Benefits for the 2014 Benefit Year.
<b>Q60</b>	3.4(3)	14	What is the current HMO risk adjustment methodology? When was the last time the methodology was updated?
<b>A</b>			See Reference Material: ETF Three Tier Rate Development Document.
<b>Q61</b>	3.3(8)	15	Please provide additional details on the WHIO data and how it is currently being utilized.
<b>A</b>			See Q8.
<b>Q62</b>	3.5	15	Has GIB looked at Medicare Advantage, MA with PDP or EGWP options? Have any been implemented?
<b>A</b>			Implemented EGWP Medicare Part D only in 2012. Note that one of the health insurance HMOs offers a Medicare Advantage plan.
<b>Q63</b>	3.6	15	Is the March 1 <sup>st</sup> PMPM estimated for plan design changes only? Please clarify what the PMPM estimate is for and provide a sample from the current actuary.
<b>A</b>			There is no standard format. The PMPM estimates are based on specific requests from the Department to cost out proposed benefit design changes.
<b>Q64</b>	4	16	Is the "It's Your Choice" Guide on your webpage and readily available?
<b>A</b>			See Q42. Additional information is available: State: <a href="http://etf.wi.gov/members/benefits-state-health2014.htm">http://etf.wi.gov/members/benefits-state-health2014.htm</a> Local: <a href="http://etf.wi.gov/members/benefits-local-health2014.htm">http://etf.wi.gov/members/benefits-local-health2014.htm</a>

<b>Q65</b>	Appendix F	36	<p>"The annual retainer shall be inclusive of all services identified in Section 3, except 3.6".</p> <p>There are a number of open ended items that are required to be included. The largest could likely be the support of various procurements under 3.3(2). Procurement support can vary widely, from reviewing to managing the entire process. Could we include an estimate of the number of hours of support each year to be included in our retainer?</p>
<b>A</b>			See Q18. Please see cost sheet for what is required.
<b>Q66</b>	Appendix F	36	How many projects were performed outside the annual retainer for 2012 & 2013? What were the associated fees for those projects?
<b>A</b>			See Q31. ETG0012 Contracts(s) including fees are posted on our ETFextranet Fiscal Year 7 as specified in 1.1.3
<b>Q67</b>	APPENDIX H – BUSINESS ASSOCIATE AGREEMENT	44	Will the GIB provide an opportunity to negotiate specific terms of the BAA to make sure it reflects the most current status of laws and regulations?
<b>A</b>			See Tab 4. It is customary update the BAA agreement at the time of contract negotiations. The Employee Trust Funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03
<b>Q68</b>	1.1.9. Due Diligence and Errors/Omissions Coverage	4	<p>Will the GIB consider the following RFP contractual substitutions:</p> <p>The selected vendor shall exercise due diligence in providing services under any contract awarded. In order to protect the Department's governing boards and any Department employee against liability, cost, or expenses (including reasonable attorney fees) which may be insured or sustained as a result of vendor errors or other failure to comply with the terms of the awarded contract, the selected vendor shall maintain errors and omissions insurance in an amount acceptable to the Department in force during the contract period and shall furnish the Department with a certificate of insurance for such amount.</p> <p>Our firm does cannot add specific client names to our Professional Liability/E&amp;O Insurance. Will this pose a contractual problem?</p>
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	See Tab 4. The Employee Trust Funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03

Q69	5.3 Ownership of Materials	18	<p>Will the GIB consider the following RFP contractual substitutions:</p> <p><b>5.3 Ownership of Deliverables</b></p> <p>Except for medical records as defined by Wis. Admin. Code § ETF 10.01 (3m), all information, data, reports and other materials as are existing and available from the Department and which the Department determines to be necessary to carry out the scope of services under this contract shall be furnished to the vendor and shall be returned to the Department upon completion of the contract. The vendor shall not use it for any purpose other than carrying out the work described in the contract. The Department shall not disclose medical records.</p> <p>It is agreed that the Department will be furnished without additional charge all data, models, information, reports and other materials associated with and generated under this contract by the vendor.</p> <p>The Department shall solely own all customized software, documents, and other materials developed under this RFP. Use of software, documents, and materials by the vendor shall only be with the prior written approval of the Department.</p> <p>If used in conjunction with program revenue generating activities with third parties, the Department, vendor, and such third party shall negotiate fee arrangements, which shall include recovery by the Department of development costs associated with the software, documents, or other materials.</p> <p>Additional costs to modify software, documents, or other materials developed under this RFP to meet specific requirements of third parties shall be the responsibility of such third parties Except to the extent that they incorporate the vendor's proprietary software, tools, know-how, techniques, methodologies and report formats (collectively, the "Vendor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by the vendor to the Department under this contract (collectively, the "Deliverables"), are the sole and exclusive property of the Department once paid for by the Department. To the extent Vendor's Proprietary Information is</p>
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			incorporated into such Deliverables, the Department shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify Vendor's Proprietary Information as part of the Deliverables internally and for their intended purpose.
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	See Tab 4. The Employee Trust funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03
<b>Q70</b>	5.5 Confidentiality of Participant Records	18	<p>Will the GIB consider the following RFP contractual substitutions:</p> <p>All media in the possession of the vendor including, but not limited to diskettes, CD's, files, and written documents containing confidential participant information shall be destroyed or turned over to the Department within 60 calendar days of the completion of this contract. The vendor shall furnish to the Department a written certification that all such media have been destroyed or returned to the Department, unless the Department makes any exceptions to this requirement in writing.</p>
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	See Tab 4. We do not understand the question. However, the Employee Trust funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03
<b>Q71</b>	Standard Terms and Conditions, Insurance Responsibility 23.2	29	Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	See Tab 4. We do not understand the question. However, the Employee Trust funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03
<b>Q72</b>	Standard Terms and Conditions,	29	The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents



	Hold Harmless 32.0		and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property to the extent resulting from the operations negligence of the contractor, or of any of its contractors, in prosecuting work under this agreement.
<b>A</b>	1.3, 1.3.5, 1.3.6	8-9	See Tab 4. The Employee Trust funds Board may determine the terms and conditions of each contractual agreement as allowed under Wis.Stats.40.03