



**STATE OF WISCONSIN**  
**Department of Employee Trust Funds**  
**A. John Voelker**  
 SECRETARY

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Date: January 17, 2025

To: All Potential Proposers to Invitation to Negotiate supplemental (employee-pay-all) ETE0063 Vision & ETE0064 Supplemental Accident

RE: Addendum No. 3 vendor questions and Department answers

This Addendum is available on ETF's web site at <https://etf.wi.gov/node/39816>

**Acknowledgement of receipt of this Addendum No. 3:**

**Proposers should acknowledge receipt of this Addendum No. 3 by providing the information in the table below and including this Page 1 with their Proposal cover letter.**

Company Name:	
Authorized Person:	
Date:	

The following questions from Proposers and answers from the Department are hereby added to the Invitation to Negotiate Supplemental (employee-pay-all) ETE0063 vision and ETE0064 accident:

Q #	Question/Rationale	Department Answer
Q1	Section 24.0(e) of the Department Terms and Conditions places prohibitions on Confidential Information in relation to the contiguous United States. For those carriers that might have operations and/or employees located in Hawaii and Alaska, would the State consider either dropping the word contiguous or including Hawaii and Alaska to the restriction?	The Department may make an exception to this requirement in limited circumstances and depending on the specific circumstances. Please provide detail about information accessed outside of the contiguous United States in your Proposal, such as the scope of services, the scope of information accessible, and information security protocols.
Q2	Section 24.0(m)(2) of the Department Terms and Conditions requires at least two business days' notice to the State prior to providing a notification to another governmental entity. Some of our regulators require us to provide them notice within 72 hours of a breach, which would make such a requirement	Exceptions to the terms and conditions language will not be considered. However, the Department is open to clarifying the scope of this section with the selected vendor.

	impossible. Would the State be open to modifying the requirement such that the prior notice is required only when a notification would name the State? Our regulators do not require any such information in their notice requirements.	
Q3	Section 25.0(b) of the Department Terms and Conditions is at odds with the record retention requirements of Section 24.0(v)(1). Would the State be open to clarifying that Section 24.0(v)(1) controls?	The Department does not interpret these Sections as conflicting. However, the Department is open to clarifying the scope of this section with the selected vendor.
Q4	We are wondering about the evidence required to show our Information Security Plan, as referenced in Section 31.0 of the Department Terms and Conditions. Can the State confirm whether providing the necessary SOC audits would satisfy the requirement under Section 31.0 to provide evidence of our Information Security Plan?	The Department typically finds SOC 2, Type 2 reports to meet DTC Section 31.0 requirements. However, the Department cannot unequivocally confirm that providing the necessary SOC audit will satisfy the DTC Section 31.0 requirements at this time.
Q5	For faster and more secure processing of the third-party actuarial review fee, please confirm if ACH draft is an option. If so, please provide payment details.	As stated in the ET-7422, the check is to be made payable to Milliman, the contracted actuary. ETF merely forwards the checks on to Milliman. Since payment is not being made to ETF, ETF is unable to use ACH.
Q6	Is the current Accident plan 24 hour or off the job?	The current accident plan offers 24-hour coverage, both on and off the job. If the proposer wants to offer a plan that restricts on-the-job injuries (for example), that should be clearly stated in the proposal.
Q7	Regarding Attachment E – Data Warehouse File Requirements, please confirm any data submitted by the Contractor to the Department may be anonymized or otherwise deidentified in order to maintain the privacy of plan participants.	The Department confirms that any data submitted by the Contractor will be anonymized or otherwise deidentified to maintain the privacy of plan participants. However, it is important to clarify that the identifiable data is not sent directly to the Department. Instead, the Contractor securely transmits <u>identifiable</u> data directly to the Department’s data warehouse vendor. The Department’s data warehouse vendor manages the data, performs the necessary de-identification processes, and

		provides anonymized data to the Department for analysis and insights. Identifiable data is required to ensure accurate linkage with other participant data for comprehensive analysis and reporting.
Q8	With respect to the various Attachment F provisions that request that we flow-down obligations to our subcontractors, MetLife agrees to comply with these requirements with respect to third-party subcontracts entered into exclusively to perform services related to the Department's vision and accident insurance coverages.	Please identify this limitation in your Proposal.
Q9	With respect to Attachments E and F – we note that Wisconsin insurance law will control, which prohibits an insurer from disclosing an insured's personal medical information to you without individual authorization outside of certain limited circumstances. See <u>Wis. Stat. 610.70(5)</u> . This prohibits us from disclosing an insured's claim information to the State or to your data warehouse vendor without individual permission. We could still disclose de-identified information to you if this information could not be linked to an identifiable individual. Regarding ownership, insured claim data is not the property of MetLife's group customers. We can disclose this to you for claims experience reporting or audit purposes and upon cancellation we can provide a detailed claim history. We will also need to retain copies of certain information to comply with applicable law. We would be happy to discuss further.	There are exceptions in Wis. Stat. 610.70(5). The Department's use of the data falls within those exceptions.

**END**