



State of Wisconsin
Department of Employee Trust Funds
4822 Madison Yards Way
Madison, WI 53705-9100

P. O. Box 7931
Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Consulting Actuary for Wisconsin
Health Insurance Programs

Contract No.:

ETD0012 – Amendment #29 dated August 4, 2025

Contract Period: January 1, 2025 through December 31, 2025

1. This Contract Amendment #29 is entered into by the State of Wisconsin Department of Employee Trust Funds (ETF), hereinafter referred to as the "Department," and The Segal Company (Eastern States), Inc., hereinafter referred to as the "Contractor," whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited herein in accordance with the State of Wisconsin Standard Terms and Conditions and in accordance with the Contractor's proposal date February 17, 2014 hereby made a part of this contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.266.2586, or via e-mail at ETFSMBProcurement@etf.wi.gov.
5. This initial contract period is for fifteen (15) months. Each contract period annually will be for twelve (12) months and extend unless and until either party gives the other 180 days' notice of their intent to cancel the Contract.
6. The Contract Amendment #1 is dated January 7, 2016 and the costs are not to exceed \$333,720.
7. The Contract Amendment #2 is dated April 7, 2016 with the attached Scope of Work dated April 7, 2016. Maximum costs for Wellness and Data Warehouse and Business Intelligence services shall be \$27,000 and paid upon ETF's satisfactory deliverable receipt and an approved invoice with billable hours. Maximum costs for Self-insuring/Regional Services shall be \$175,000 and paid in eight (8) equal installments from April through November 2016 upon receipt of an approved invoice. The total costs for Contract Amendment #2 shall not exceed \$202,000.
8. The Contract Amendment #3 is dated May 16, 2016 with attached Scope of Work dated May 16, 2016. All deliverables will be received by June 30, 2016. The total cost for Contract Amendment #3 shall not exceed \$106,000.
9. The Contract Amendment #4 is dated February 2, 2017 and the costs are not to exceed \$340,094.
10. The Contract Amendment #5 February 19, 2018 for consulting actuary related services, with the costs not to exceed \$354,474 for retainer fee services described in RFP ETD0012 and Amendment #5A. Amendment #5B includes the scope of work and fees for the Medicare Advantage RFP, and the costs are not to exceed \$107,844. Amendment #5C includes the scope of work and fees for the preparation of the Other Postemployment Benefit (OPEB) Information and the costs are not to exceed \$125,000. Amendment #5D includes the scope of work and fees for assistance on the RFP for the Self-insuring and regionalization of the health benefits program and the costs are not to exceed \$159,794. Costs for Amendments #5B&C&D shall be billed in addition to the 2018 retainer fee, in a single invoice, after ETF's satisfactory receipt of deliverables.
11. The Contract Amendment #6 dated March 7, 2019 is for consulting actuary related services:
 - costs are not to exceed \$362,201 for those retainer fee services described in RFP ETD0012;

- RFP ETD0012 Sect. 2.4 is amended as shown in Amendment #6A; and
 - RFP ETD0012 Sect. 3.6 Annual Health Insurance Dates and Deliverables Timetables is replaced with the table in Amendment #6B; and
 - Amendment #6C adds scope of work dated February 20, 2019 regarding Audit of the Income Continuation Insurance (ICI) and Duty Disability (DD) Actuarial Valuations for the Wisconsin Department of Employee Trust Funds (ETF) for which costs are not to exceed \$110,000.
12. The Contract Amendment #7 dated April 23, 2019 is for consulting actuary related services. It includes the scope of work and fees for the preparation of the Other Postemployment Benefit (OPEB) Information and the costs are not to exceed \$40,000.
 13. The Contract Amendment #8 dated June 14, 2019 is for consulting actuary related services. It includes the scope of work described in Amendment #8A for the assessment of the Department's data warehouse and visual business intelligence services with costs are not to exceed \$40,000.
 14. The Contract Amendment #9 dated June 25, 2019 is for the scope of work described in Amendment #9A for the audit of the Department's wellness and disease management contract with costs not to exceed \$63,000.
 15. The Contract Amendment #10 dated January 2, 2020 is for consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$369,626 for calendar year 2020.
 16. The Contract Amendment #11 dated February 28, 2020 is for:
 - The scope of work described in Amendment 11A for preparing other postemployment benefit information (OPEB Information) for programs administered by ETF in which the State participates as an employer for which costs are not to exceed \$110,000; and
 - RFP ETD0012 Sect. 3.6 Annual Health Insurance Dates and Deliverables Timetables is replaced with the table in Amendment 11B for calendar year 2020.
 17. The Contract Amendment #12 dated January 8, 2021 is for:
 - Consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$373,988 for calendar year 2021; and
 - The scope of work (SOW) described in Amendment 12A for the Wellness Return on Investment (ROI) with costs not to exceed \$25,000.
 18. The Contract Amendment #13 dated February 23, 2021 is for the statement of work described in this Amendment regarding Other Postemployment Benefit Information (OPEB Information) which shall not exceed \$40,000 and be invoiced according to this payment schedule:

Deliverable	Due Date	Invoice Amount
Draft audit report	April 30, 2021	\$25,000
Final audit report	May 31, 2021	\$15,000

19. The Contract Amendment #14 dated April 15, 2021 replaces RFP ETD0012 Section 3.6 Annual Health Insurance Dates and Deliverables Timetable with the table in Amendment #14A for calendar year 2021.
20. The Contract Amendment #15 dated August 16, 2021 is for Contractor to audit the Department's Wellness and Disease Management contract ETG0005 with WebMD Health Services according to the attached scope of work in Amendment #15A which shall not exceed \$55,000.
21. The Contract Amendment #16 dated December 14, 2021 is for consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$385,208 for calendar year 2022.
22. The Contract Amendment #17 dated March 2, 2022 is for Contractor to perform the attached scope of work for preparing other postemployment benefit (OPEB) information for programs administered by the Department in which the State participates as an employer with costs not to exceed \$120,000.
23. The Contract Amendment #18 dated March 10, 2022 replaces RFP ETD0012 Section 3.6 Annual Health Insurance Dates and Deliverables Timetable and the table in Amendment #14A with the attached table in Amendment 18 for calendar year 2022.
24. The Contract Amendment #19 dated June 17, 2022 is for Contractor to (a) evaluate 6-9 new and current health plan vendors offering to expand their network to provide Access-type services to ETF's members, (b) build a new tier rate model that will migrate all the various members to the new plans, in qualified counties where they operate, (c) estimate the risk moving to each, (d) develop regional factors, (e) look at other high dollar claimants from the exiting WEA Trust, and (f) develop new premium rates for all of the above with costs not to exceed \$30,000.

25. The Contract Amendment #20 dated December 16, 2022 is for consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$396,764 for calendar year 2023.
26. The Contract Amendment #21 dated February 3, 2023 is for Contractor to perform the attached scope of work regarding the 2023 GASB75 WI Health Insurance OPEB valuation with costs not to exceed \$44,000.
27. The Contract Amendment #22 dated February 20, 2023 replaces RFP ETD0012 Section 3.6 Annual Health Insurance Dates and Deliverables Timetable and the prior tables in Amendments #6B, 11B, 14A, and 18 with the attached 2023 Annual Health Insurance Dates and Deliverables Timetable.
28. The Contract Amendment #23 dated October 12, 2023 is for Contractor to perform the attached scope of work regarding ETF's Medicare RFPs with costs not to exceed \$75,000. Segal will invoice ETF not more often than every 30 days for completed work after deliverables are received by ETF and ETF has acknowledged the quality of the deliverables.
29. The Contract Amendment #24 dated December 15, 2023 is for consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$408,667 for calendar year 2024 and replaces RFP ETD0012 Section 3.6 Annual Health Insurance Dates and Deliverables Timetable and the prior tables in Amendments #6B, 11B, 14A, 18, and 22 with the attached 2024 Annual Health Insurance Dates and Deliverables Timetable.
30. The Contract Amendment #25 dated February 26, 2024 is for the year 2024 GASB75 Wisconsin Health Insurance OPEB valuation with the final draft due May 31, 2024 and not to exceed \$120,000.
31. The Contract Amendment #26 dated April 16, 2024 includes amendments 26A and 26B:
 - a) 26A describes the 2024 Income Continuation Insurance (ICI) valuation audit scope of work with costs not to exceed \$85,000 and
 - b) 26B describes the 2024 Duty Disability (DD) valuation audit scope of work with costs not to exceed \$60,000.Contractor will invoice the Department hourly for actual hours spent, while not exceeding the do not exceed limit to complete the audits. Contractor will provide the Department with an invoice that itemizes hours spent on the state versus local income continuation audit as well on the separately invoiced duty disability audit.

In connection with the performance of work under this Contract, the Contractor agrees to not use or disclose Confidential Information, as defined in Department Terms and Conditions s. 22.0, in an Artificial Intelligence model unless approved by the Department in writing.

32. The Contract Amendment #27 dated January 8, 2025:
 - a) establishes Contractor's calendar year 2025 consulting actuary retainer fee to costs not to exceed \$419,701 for services described in RFP ETD0012;
 - b) replaces RFP ETD0012 Section 3.6 Annual Health Insurance Dates and Deliverables Timetable and the prior tables in Amendments #6B, 11B, 14A, 18, 22, and 24 with the attached 2025 Annual Health Insurance Dates and Deliverables Timetable; and
 - c) adds the following Artificial Intelligence term to the ETD0012 Contract:

ARTIFICIAL INTELLIGENCE: Contractor use of Artificial Intelligence (AI) models shall at all times comply with and observe the terms of the Contract. "AI model" means a system that is designed to process or learn from data entered to conduct cognitive functions that simulate human intelligence. This includes, but is not limited to, search and filtering functionality that collects, tracks, and monitors data whether via sensors, user-entered data, or other sources without a human responsible for verifying the validity and integrity of data inputs and outputs to maintain the system's integrity, including legal due process if the model is allowed to make decisions on issues that impact human or legal rights.

(a) Contractor use of AI models shall comply with each of the following:

- (1) Materially comply with and observe all applicable State and federal laws, administrative rules, and regulations, including but not limited to privacy, intellectual property, and equity requirements.

- (2) Maintain the integrity of work performed and Services provided under the Contract, including, but not limited to, ensuring that bias is not introduced into Services provided pursuant to the Contract by Contractor.
- (3) Maintain the quality of Department information under Contractor's authority.
- (4) Maintain the confidentiality, privacy, and security of Confidential Information as defined in Section 24.0 (a) (2).
- (b) The Contractor shall remove all Department information, including Confidential Information, from AI models used by Contractor upon the Department's request or, at the latest, upon Contract termination, including removal from AI model training data and learning.
- (c) The Contractor shall not gain profit from use of Department information, including Confidential Information, that is outside the scope of the Contract.
- (d) Upon request from the Department the Contractor will disclose within 30 calendar days from the day of the request which Services provided to the Department are using AI models.
- 33. The Contract Amendment #28 dated February 6, 2025 is for the GASB 75 Wisconsin State Retiree Health Insurance Valuation work on behalf of the Department of Administration (DOA) for their FY25 Annual Comprehensive Financial Report (ACFR) as described in the attached scope of work with the final draft due May 31, 2025 and not to exceed \$52,000.
- 34. This Contract Amendment #29 dated August 4, 2025 is for the attached statement of work (SOW) related to Comprehensive Benchmarking of the Wisconsin ETF plans and costs for a do not exceed limit of \$30,000.
- 35. For purposes of administering the Contract, the order of precedence is:
 - a. The Contract with the Segal Company (Eastern States), Inc.;
 - b. this Contract Amendment #29 dated August 4, 2025;
 - c. the Contract Amendment #28 dated February 6, 2025;
 - d. the Contract Amendment #27 dated January 8, 2025;
 - e. the Contract Amendment #26 dated April 16, 2024;
 - f. the Contract Amendment #25 dated February 26, 2024;
 - g. the Contract Amendment #24 dated December 15, 2023;
 - h. the Contract Amendment #23 dated October 12, 2023;
 - i. the Contract Amendment #22 dated February 20, 2023;
 - j. the Contract Amendment #21 dated February 3, 2023;
 - k. the Contract Amendment #20 dated December 16, 2022;
 - l. the Contract Amendment #19 dated June 17, 2022;
 - m. the Contract Amendment #18 dated March 10, 2022;
 - n. the Contract Amendment #17 dated March 2, 2022;
 - o. the Contract Amendment #16 dated December 14, 2021;
 - p. the Contract Amendment #15 dated August 16, 2021;
 - q. the Contract Amendment #14 dated April 15, 2021;
 - r. the Contract Amendment #13 dated February 23, 2021;
 - s. the Contract Amendment #12 dated January 8, 2021;
 - t. the Contract Amendment #11 dated February 28, 2020;
 - u. the Contract Amendment #10 dated January 2, 2020;
 - v. the Contract Amendment #9 dated June 25, 2019;
 - w. the Contract Amendment #8 dated June 14, 2019;
 - x. the Contract Amendment #7 dated April 23, 2019;
 - y. the Contract Amendment #6 dated March 7, 2019;
 - z. the Contract Amendment #5 dated February 19, 2018;
 - aa. the Contract Amendment #4 dated February 2, 2017;
 - bb. the Contract Amendment #3 dated May 16, 2016 with attached Scope of Work dated May 16, 2016;
 - cc. the Contract Amendment #2 dated April 7, 2016 with attached Scope of Work dated April 7, 2016;
 - dd. the Contract Amendment #1 dated January 7, 2016;
 - ee. Questions from vendors and ETF Answers dated January 28, 2014
 - ff. Exhibit A, Changes Agreed to by the Parties from the Request for Proposal (RFP) ETD0012;
 - gg. Exhibit B, Business Associate Agreement dated July 23, 2014;
 - hh. the RFP dated January 6, 2014, and

ii. the Contractor's proposal dated February 17, 2014.

Contract Number & Service: ETD0012 – Amendment #28 Consulting Actuary for Wisconsin Health Insurance Programs

State of Wisconsin Department of Employee Trust Funds	
Signature	<i>John Voelker</i>
Name/Title A. John Voelker, Secretary Department of Employee Trust Funds	
Phone 608.266.0301	
Date (MM/DD/CCYY) 8/6/2025	

Contractor	
Legal Company Name The Segal Company (Eastern States), Inc.	
Trade Name Segal Consulting	
Taxpayer Identification Number 13-1835864	
Company Address (City, State, Zip) 2727 Paces Ferry Road SE, Bldg. 1 Suite 1400, Atlanta, GA 30339	
Name/Title Kenneth C. Vieira, FSA, FCA, MAAA, Senior Vice President	
Signature	<i>Kenneth Vieira</i>
Phone 678.306.3154	
Date (MM/DD/CCYY) 8/4/2025	

Amendment #29 Statement of Work Comprehensive Benchmarking of the Wisconsin ETF plans and costs.

The Wisconsin Department of Employee Trust Funds (ETF) would like to have a complete review of their medical and pharmacy benefit programs. Specifically, ETF wants to examine the current benefits (e.g., types of plans offered, services covered, cost sharing, plan costs, contribution rates, and limitations) to determine how those benefits compare to those covered by comparable public sector organizations.

Segal shall:

1. Define Comparable Organizations as follows:
 - a) Jointly with ETF staff, Segal shall identify other organizations to be included in the comparison.
 - b) Including certain surrounding states that are comparable geographically, the list of organizations shall also include up to a total of eight (8) states that are comparable in size, complexity, and group structure. When this was done in 2014, Segal used Illinois, Indiana, Iowa, Michigan and Minnesota. We can do those and a few targeted additional states.
2. Gather Plan Information as follows.
 - a) Segal shall gather information from public websites that includes, but is not limited to detailed plan documents, contribution structures, premium amounts, and membership; and will supplement this with in-house information for current state clients.
 - b) Segal shall reach out to its contacts in other organizations and will request assistance from the Plan in gathering additional information, linking in appropriate parties, and conducting a peer outreach, as needed.
 - c) Segal will research and use any additional internal resources and/or contacts that could contribute to the scope of this analysis.
3. Perform Analysis focusing on the following:
 - a) Overall Comparison
 - i. Number and types of benefit offerings
 - ii. Contribution structure and state funding
 - iii. Benefit richness
 - iv. Comparison of findings with ETF's program offering
 - b) Benefit Levels
 - i. Cost sharing, including, but not limited to deductibles, coinsurance, copays, and out-of-pocket limits
 - ii. Premium sharing, including, but not limited to member monthly contributions
 - iii. Covered Services
 - iv. Comparison of findings with ETF's program benefit levels
 - c) Actuarial Value
 - i. Calculate for each benchmark plan - before and after monthly contributions
 - ii. Comparison of findings with ETF's programs actuarial value

4. As a separate analysis, Segal will provide a comparison of current ETF premiums and premiums for similar plans offered on the State's Healthcare Marketplace (Exchange). When this was done in 2014, it indicated that the plans on the Exchange may be more efficiently priced than the current ETF offerings. The comparison will look at the plans regionally and provide an overall financial analysis.
5. The project should take 8-10 weeks to complete. We will have a draft report/presentation to ETF by October 31, 2025. Segal may be asked to present (either in person or on the phone, at ETF's direction) its analysis of proposals (including a cost analysis) to the Group Insurance Board at its meeting on November 12, 2025.

Work Plan

Date	Task/Deliverable
8/11/2025	Work begins
8/14/2025	ETF/Segal determine reference organizations/scope during regular meeting
8/18/2025	Segal begins outreach
9/4/2025	Segal shares preliminary results of outreach
9/25/2025	Segal completes analysis of comparison states/organizations
10/2/2025	Segal completes analysis of comparison Exchange plans
10/2/2025	Segal/ETF discuss initial findings
10/13/2025	Segal provides first draft of materials for routing
10/16/2025	ETF/Segal discuss edits and comments to first draft
10/20/2025	Segal provides final draft to ETF for routing
11/12/2025	Segal attends and presents at November GIB meeting

Proposed Staff:

Below is the primary staff to work on the benchmarking:

- Ken Vieira, Account Manager
- Patrick Klein, Lead Actuary
- Zachary Vieira, Actuarial Associate
- Chris LeCount, Actuarial Assistant
- Albert Shaaya, Data Analyst

of Hours: 100-120 hours

\$ Amount: \$30,000

Segal will invoice ETF for all work above completed in 2025, after deliverables are received by ETF and ETF has acknowledged the quality of the deliverables. Segal will invoice a fixed fee for the project.