



Contract by Authorized Board

Commodity or Service: Administrative Services for the State of Wisconsin
Standard Plan

Request for Bid/Proposal No: ETA0002

Amendment 5

Authorized Board: Group Insurance Board

Contract Period: 01/01/2017 thru 12/31/2017

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Group Insurance Board (Board) and the contractor whose name, address, and principal officer appears on page 2. The Department is the sole point of contact for Board contracting;
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant 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. Except with respect to sexual orientation, 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) working 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, 608.261.7952.
5. Unless either party notifies the other in writing by March 1 (of a year in which the contract expires) of its intent to allow this AGREEMENT to expire on December 31 of that year, this AGREEMENT shall be continued and renew automatically. This AGREEMENT may expire on December 31 of 2014 or 2016 if action is taken. If this AGREEMENT is renewed pursuant to this provision, this AGREEMENT shall renew with its then current terms, conditions and provisions unless the parties otherwise agree in writing to amend those terms, conditions, and provisions for the renewal period.
6. For purposes of administering this contract, or in the event of any conflict, ambiguity, or inconsistency among the terms of this Contract and the documents incorporated within, the Order of Precedence to resolve any inconsistencies is:
 - a. This contract;
 - b. The contract documents including the Professional Administrative Services Agreement (PASA), Health Benefit Plan and Stop Loss Policy effective January 1 of 2012
 - c. Business Associate Agreement;
 - d. The Uniform Benefits provisions found in the "TERMS AND CONDITIONS FOR COMPREHENSIVE MEDICAL PLAN PARTICIPATION IN THE STATE OF WISCONSIN GROUP HEALTH BENEFIT PROGRAM AND UNIFORM BENEFITS FOR THE CONTRACTED YEAR (ET-1136-xx)" as related to benefits to be provided through the contractor under the express provisions of the Uniform Benefits Guidelines and Standard Plan and terms and conditions of the specific contracts between the Board and the contractor as amended by the Board from time to time for 2012 or for subsequent years;
 - e. Any applicable federal or State statute and rule or regulation;
 - f. RFP ETA0002 dated January 11, 2011, including all appendices, attachments and amendments;
 - g. The technical and cost proposals for the RFP ETA0002 submitted by WPS Health Insurance dated February 11, 2011, including all appendices, attachments and amendments.
7. Amendment # 1 replaces the previous PASA, Health Benefit Plan and Stop Loss Policy with one effective January 1, 2013. All other provisions of this contract unrelated to the Amendment remain in effect.
8. This Amendment # 2 replaces the previous PASA, Health Benefit Plan and Stop Loss Policy with one effective January 1, 2014. All other provisions of this contract unrelated to this Amendment remain in effect.
9. This Amendment # 3 replaces the previous PASA, Health Benefit Plan and Stop Loss Policy with one effective January 1, 2015. All other provisions of this contract unrelated to this Amendment remain in effect.
10. This Amendment # 4 replaces the previous PASA, Health Benefit Plan and Stop Loss Policy with one effective January 1, 2016. All other provisions of this contract unrelated to this Amendment remain in effect.
11. This Amendment #5 extends the contract for one additional year starting on January 1, 2017 through December 31, 2017. The cost increase for this period shall be nine (9%) percent. The existing PASA, Health Benefit Plan and Stop Loss Policy are extended for the term of this Amendment. Notwithstanding paragraph 5., this contract will not automatically renew. This contract will end on December 31, 2017.

However, as concerns reporting requirements in the Performance Standards (see PASA), no later than May 31, 2016, staff of the Contractor and the Department shall meet and make a good faith effort to finalize a document which will set forth the specific needs, expectations and capabilities for each of those reports. If staff do not reach an agreement by May 31st, the President and CEO of the Contractor, the Secretary of the Department and their respective legal counsel will meet and reach an agreement on the reporting requirements document no later than June 30, 2016. If there is no agreement on the document by June 30th, the contract extension is void and the February 28, 2016 termination notice shall remain in force. The document will be titled Exhibit 1 and attached to this Amendment.

No liquidated damages and penalties will be imposed for the period from January 1, 2013 through the date Exhibit 1 is finalized. The Department hereby waives any liquidated damages and penalties for this period.

From the effective date of this Amendment through December 31, 2017, legal counsel of the Contractor and the Department must be copied on all written communication between staff of the parties concerning the reporting requirements.

Contract Number & Service: ETA0002; Amendment 5 to the Administrative Services as the State of Wisconsin Standard Plan

State of Wisconsin Department of Employee Trust Funds
By Authorized Board (Name) Group Insurance Board
By (Name) Robert J. Conlin
Signature 
Title Secretary, Dept. of Employee Trust Funds Group Insurance Board
Phone 608.266.9854 (John Voelker, Deputy Secretary)
Date (MM/DD/CCYY) 05/04/2014

To be Completed by Contractor
Legal Company Name Wisconsin Physicians Service Insurance Corporation
Trade Name WPS Health Insurance
Taxpayer Identification Number 39-1268299
Company Address (City, State, Zip) 1717 West Broadway Madison WI 53708
By (Name) Michael F. Hamerlik
Signature 
Title President and CEO
Date (MM/DD/CCYY) 05/03/2016