



## EXHIBIT 1

### **Pro Forma Contract By Authorized Board**

**Commodity or Service:** Administrative Services for the State of Wisconsin Pharmacy Benefit Program      **Contract No./Request for Proposal No:**      ETG0013

**Contract Period:**      January 1, 2018 through December 31, 2020 with two (2), two (2) year renewal options

1. This CONTRACT is entered into by and between the State of Wisconsin Group Insurance Board (BOARD) hereinafter referred to as the "BOARD" and the State of Wisconsin, Department of Employee Trust Funds (ETF) hereinafter referred to as the "DEPARTMENT," and between XXXX hereinafter referred to as the "CONTRACTOR," whose address and principal officer appears on page 2. The DEPARTMENT is the sole point of contact for this CONTRACT.
2. The "AGREEMENT" (Pro Forma State of Wisconsin Pharmacy Benefit Program Agreement), including all exhibits, appendices, and attachments, are hereby incorporated by reference in the Order of Precedence as if set forth below.
3. The CONTRACTOR will observe and comply with all the terms and conditions of the AGREEMENT, CONTRACTOR submittals, terms of the described Uniform Benefits, state employee and local public employee group health insurance plans and in accordance with the CONTRACTOR's proposal dated XXXXX hereby made a part of this CONTRACT and hereby incorporated by reference in the Order of Precedence set forth below.
4. 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 Wis. Stat. § 51.01 (5), sexual orientation as defined in Wis. Stat. § 111.32 (13m), 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 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.
5. 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, CONTRACTOR shall submit the plan 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, or via e-mail at [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov).
6. For purposes of administering this CONTRACT, the Order of Precedence is:
  - A). This CONTRACT between the DEPARTMENT and XXXX, and;
  - B). the RFP including the AGREEMENT dated XXXXX, and;
  - C). CONTRACTOR'S proposal dated XXXXX.

**Contract Number & Service: ETG0013 – Administrative Services for the State of Wisconsin Pharmacy Benefit Program**

<b>State of Wisconsin</b>
<b>Department of Employee Trust Funds</b>
By <i>(Name)</i>
Signature
Title <b>Chair</b> Group Insurance Board
Phone
Date <i>(MM/DD/CCYY)</i>

<b>Contractor to Complete</b>
Legal Company Name
Trade Name
Taxpayer Identification Number
Company Address <i>(City, State, Zip)</i>
By <i>(print Name)</i>
Signature
Title
Phone
Date <i>(MM/DD/CCYY)</i>