



# Department of Civil Service

**NEW YORK STATE DEPARTMENT OF CIVIL SERVICE**

**EMPLOYEE BENEFITS DIVISION**

**PHARMACY BENEFIT SERVICES**

**AGREEMENT #C000615**

**AMENDMENT #4**

**between**

**NEW YORK STATE  
DEPARTMENT OF CIVIL SERVICE**

**and**

**CAREMARKPCS HEALTH, L.L.C.**

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**NEW YORK STATE DEPARTMENT OF CIVIL SERVICE**

**and**

**CAREMARKPCS HEALTH, L.L.C.  
AGREEMENT #C000615**

**AMENDMENT #4**

THIS Fourth Amendment to Agreement #C000615, entitled Pharmacy Benefit Services, is entered into by and between New York State Department of Civil Service (“Department” or “DCS”), having its principal office at the Agency Bldg 1, Empire State Plaza, Albany, NY, 12239 and CaremarkPCS Health, L.L.C. (“Contractor”), a limited liability company authorized to do business in the State of New York with a principal place of business located at One CVS Drive, Woonsocket, Rhode Island 02895, and collectively referred to as “the Parties.”

WHEREAS, Section 2.2.0 of the Agreement states that the Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the AG and the OSC; and

WHEREAS, in accordance with section 6.13.0 of the Agreement, the Department has requested and the Contractor has agreed to implement a 340B Drug Pricing Program in which certain qualifying Empire Plan, Excelsior Plan and Student Employee Health Plan Specialty Drug claims can be processed through a 340B Drug Pricing Program covered entity at a reduced cost to the DCS Program; and

WHEREAS, in accordance with section 7.6.0 of the Agreement, the Contractor implemented a change to the Mail Order Pharmacy prescription shipping process and the Department agreed to revise language in the applicable sections of the Contract to accurately reflect this process.

WHEREAS, in accordance with section 12.12.0 of the Agreement, the Contractor recommended and the Department approved the addition of new drugs to the Specialty Pharmacy Program; and

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WHEREAS, in accordance with section 6.19.0 of the Agreement, the Contractor recommended and the Department approved changes to the Vaccination Network pricing and administration fees for 2016-2017 seasonal vaccines.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby amend the Agreement as follows:

I. Article I of the Agreement is hereby amended to include the following new definitions:

**“1.100.0 340B Drug Pricing Program** means a U.S federal government program that requires drug manufacturers to provide outpatient drugs to eligible health care organizations/covered entities at significantly reduced prices.

**1.101.0 340B Claim** means a claim for certain Specialty Drugs outlined in Exhibit E-1 that are prescribed by a physician who is affiliated with a federally qualified 340B covered entity that is part of the Contractor’s 340B Drug Pricing Program network and that is dispensed by or for such a federally qualified 340B covered entity.”

II. Article IV Document Incorporation and Order of Precedence, of the Agreement is hereby amended by adding the following new section:

“4.1.6e.1 Exhibit E1, 340B Drugs and Reimbursement Rates”

III. Section 4.1.7j of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.7j Tenth, Exhibit D, the Summary Plan Descriptions and Benefit Summaries; Exhibit E, Specialty Pharmacy Program Dispensing Fees; Exhibit E-1, 340B Drugs and Reimbursement Rates; Exhibit F, Financial Guarantee; Exhibit G, Vaccination Network Pricing; and Exhibit H, Drug Savings Review Program Administration Fees and Return on Investment Guarantee.”

IV. Article VI of the Agreement is hereby amended by adding the following new Section 6.13.4:

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**“6.13.4 340B Drug Pricing Program.**

6.13.4(a) Contractor agrees to work in good faith to implement a 340B Drug Pricing Program for the DCS Program. Contractor will make the reimbursement rates for 340B Claims outlined in Exhibit E-1 applicable to the DCS Plan. Payment of 340B Claims invoiced to DCS shall be made in accordance with Article XV of the Agreement.

(b) Contractor shall invoice and DCS shall pay to Contractor a per claim administrative fee of [REDACTED] per 340B Claim except for claims that reversed. The Specialty Pharmacy Program Dispensing Fees set forth in Exhibit E shall not apply to 340B Claims.

(c) Notwithstanding any other provision in this Agreement, DCS acknowledges that no rebates shall be paid to DCS for 340B Claims, and Contractor will exclude 340B Claims when submitting DCS’s utilization to pharmaceutical manufacturers for rebate payment. DCS agrees not to seek any rebates or other payments, directly or indirectly, from manufacturers or other third parties with respect to 340B Claims.

(d) The 340B Drug Pricing Program set forth in this Section 6.13.4 shall continue until the termination of the Agreement. If material market or legal changes occur that affect the underlying assumptions of the 340B Drug Pricing Program, the Contractor shall notify the Department, in writing, documenting the material market or legal change. If the Department finds, in its sole discretion, that such material market or legal change affected the underlying assumptions of the 340B Drug

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Pricing Program, then I, upon mutual consent of both Parties, Section 6.13.4 of this Agreement shall be amended subject to the approval of the AG and the OSC. If the Parties cannot mutually agree to amend Section 6.13.4, then DCS's participation in the 340B Drug Pricing Program shall be suspended until such time as alternate terms are agreed upon.

- V. Section 7.6.1 is deleted in its entirety and replaced with a new Section 7.6.1, as follows:

**7.6.1 Guarantee:** The Contractor guarantees that at least [REDACTED] [REDACTED] of all non-intervention mail service Prescriptions, excluding Prescriptions for Limited Distribution Drugs, will be turned around in two (2) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the day after the Prescription is received by the Mail Service Pharmacy to the date the Prescription is metered for shipment. For example, a Prescription order received on Monday, January 6, 2014, by the mail service Pharmacy, must be metered for shipment no later than Thursday, January 9, 2014;

- VI. Section 7.6.3 is deleted in its entirety and replaced with a new Section 7.6.3, as follows:

**7.6.3 Guarantee:** The Contractor guarantees that at least [REDACTED] [REDACTED] of all intervention mail service Prescriptions, excluding Prescriptions for Limited Distribution Drugs, shall be turned around in five (5) Business Days (not including the date of Prescription receipt). Turnaround time is measured from the date the Prescription is received by the mail service Pharmacy to the date the Prescription metered for shipment. For example, a Prescription order received on Monday, January 6, 2014 by the Mail Service Pharmacy must be metered for shipment no later than Tuesday, January 14, 2014.

- VII. Section 12.12.0 Specialty Pharmacy Program Pricing is hereby amended by adding the following new subsection 12.12.9:

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“**12.12.9** DCS and Contractor acknowledge and agree that the pricing terms set forth in this Section 12.12.0 shall not apply to any 340B Claims, as set forth in Section 6.13.4, above.”

- VIII.** Exhibit E to the Agreement is deleted in its entirety and replaced with a new Exhibit E, dated July 1, 2016.
- IX.** Exhibit E-1, attached to this Fourth Amendment, is hereby incorporated into and made a part of the Agreement.
- X.** Exhibit G to the Agreement is deleted in its entirety and replaced with a new Exhibit G, dated July 01, 2016.
- XI.** Appendix D is deleted in its entirety and replaced with a new Appendix D.
- XII.** Except as expressly amended by the First Letter Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, all terms and conditions of the original Agreement shall remain in full force and effect.
- XIII.** This Fourth Amendment shall be deemed effective upon approval by the NYS Attorney General’s Office and the NYS Office of the State Comptroller, except as otherwise noted.

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IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to Agreement #C000615 to be duly executed on the day and year appearing opposite their respective signatures.

Agency Certification: "In addition to the acceptance of this Fourth Amendment to the Agreement, I also certify that original copies of this signature page shall be attached to all other exact copies of this Agreement."

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

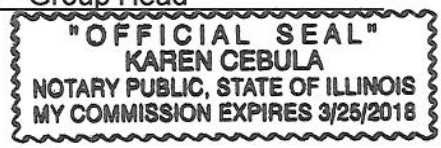
Date: 1/17/17  
By: [Redacted]  
Name: LOLA W. BRABHAM  
Title: Exec. Dep. Comm.

CAREMARKPCS HEALTH, L.L.C.

Date: 1/18/16  
By: [Redacted]  
Name: Diane Galo  
Title: Vice President - Group Head

LEGAL REVIEW

STATE OF Illinois  
COUNTY OF Cook ) ss:



On the 18th day of November, 2016, before me personally came Diane Galo, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the Vice President - Group Head of CaremarkPCS Health, L.L.C., the limited liability company described in and which executed the above instrument; and that (s)he signed his/her name thereto.

My commission expires: 3/25/2018  
[Redacted]  
NOTARY PUBLIC

Approved as to Form:  
ERIC SCHNEIDERMAN  
ATTORNEY GENERAL  
JAN 23 2017  
BENJAMIN L. MAGGI  
ASSISTANT ATTORNEY GENERAL

Approved:  
THOMAS P. DINAPOLI  
COMPTROLLER  
By: [Redacted]  
Date: 3/29/17

## EXHIBIT E

## Specialty Pharmacy Program Dispensing Fees

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
ACTIMMUNE	ACROMEGALY	INJECTION	N	Y*		
OCTREOTIDE	ACROMEGALY	VIAL	N	Y*		
OCTREOTIDE	ACROMEGALY	AMPUL	N	Y*		
OCTREOTIDE	ACROMEGALY	DISP SYRIN	N	Y*		
SANDOSTATIN	ACROMEGALY	AMPUL	N	Y*		
SANDOSTATIN	ACROMEGALY	VIAL	N	Y*		
SANDOSTATIN	ACROMEGALY	KIT	N	Y*		
SOMATULINE DEPOT	ACROMEGALY	DISP SYRIN	N	Y*		
SOMAVERT	ACROMEGALY	VIAL	N	Y*		
VIVITROL	ALCOHOL DEPENDENCY	SUS ER REC	Y	Y*		
CINQAIR	ALLERGIC ASTHMA	VIAL	Y	Y*		10/01/2016
NUCALA	ALLERGIC ASTHMA	VIAL	Y	Y*		04/01/2016
XOLAIR	ALLERGIC ASTHMA	VIAL	Y	Y*		
ARALAST	ALPHA-1 ANTITRYPSIN DEFICIENCY	VIAL	N	Y*		
GLASSIA	ALPHA-1 ANTITRYPSIN DEFICIENCY	VIAL	N	Y*		
ZEMIRA	ALPHA-1 ANTITRYPSIN DEFICIENCY	VIAL	N	Y*		07/01/2014
ARANESP	ANEMIA	VIAL	Y	Y*		
ARANESP	ANEMIA	DISP SYRIN	Y	Y*		
EPOGEN	ANEMIA	VIAL	Y	Y*		
PROCRIT	ANEMIA	VIAL	N	Y*		
BOTOX	BOTULINUM TOXINS	VIAL	Y	Y*		
DYSPORT	BOTULINUM TOXINS	VIAL	Y	Y*		
MYOBLOC	BOTULINUM TOXINS	VIAL	Y	Y*		
XEOMIN	BOTULINUM TOXINS	VIAL	Y	Y*		
TIKOSYN	CARDIAC DISORDERS	CAPSULE	N	Y*		
SKYLA	CONTRACEPTIVES (SPECIALTY)	IUD	N			
IMPLANON	CONTRACEPTIVES	IMPLANT	N	Y*		
MIRENA	CONTRACEPTIVES	IUD	N	Y*		
NEXPLANON	CONTRACEPTIVES (SPECIALTY)	IMPLANT	N	Y*		
ARCALYST	CRYOPYRIN ASSOCIATED PERIODIC SYNDROMES	VIAL	N	Y*		
ILARIS	CRYOPYRIN ASSOCIATED PERIODIC SYNDROMES	SOLR	N	Y*		
BETHKIS	CYSTIC FIBROSIS	AMPUL-NEB	N	Y*		04/01/2014
KALYDECO	CYSTIC FIBROSIS	TABLET	N	N		
KITABIS PAK	CYSTIC FIBROSIS	AMPUL-NEB	N	Y*		06/01/2015
ORKAMBI	CYSTIC FIBROSIS	TABLET	N	Y*		10/01/2015

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Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
PULMOZYME	CYSTIC FIBROSIS	SOLUTION	N	Y*		
TOBI	CYSTIC FIBROSIS	AMPUL-NEB	N	Y*		
XIAFLEX	DUPUYTREN'S CONTRACTURE	VIAL	Y	Y*		
SAMSCA	ELECTROLYTE DISORDERS	TABLET	Y	Y*		
GATTEX	GASTROINTESTINAL DISORDERS OTHER	INJECTION	Y	Y*		07/01/2014
OCALIVA	GASTROINTESTINAL DISORDERS OTHER	TAB	Y	Y*		10/01/2016
SOLESTA	GASTROINTESTINAL DISORDERS OTHER	INJECTION	N	Y*		
KRYSTEXXA	GOUT	VIAL	Y	Y*		
GENOTROPIN	GROWTH HORMONE	CARTRIDGE	N	Y*		
GENOTROPIN	GROWTH HORMONE	DISP SYRIN	N	Y*		
HUMATROPE	GROWTH HORMONE	VIAL	N	Y*		
HUMATROPE	GROWTH HORMONE	CARTRIDGE	N	Y*		
INCRELEX	GROWTH HORMONE	VIAL	N	Y*		
NORDITROPIN	GROWTH HORMONE	PEN INJCTR	N	Y*		
NORDITROPIN	GROWTH HORMONE	CARTRIDGE	N	Y*		
NUTROPIN	GROWTH HORMONE	VIAL	N	Y*		
NUTROPIN	GROWTH HORMONE	CARTRIDGE	N	Y*		
OMNITROPE	GROWTH HORMONE	CARTRIDGE	N	Y*		
OMNITROPE	GROWTH HORMONE	VIAL	N	Y*		
SAIZEN	GROWTH HORMONE	VIAL	N	Y*		
SAIZEN	GROWTH HORMONE	CARTRIDGE	N	Y*		
SEROSTIM	GROWTH HORMONE	VIAL	N	Y*		
TEV-TROPIN	GROWTH HORMONE	VIAL	N	Y*		
ZORBTIVE	GROWTH HORMONE	VIAL	N	Y*		
MOZOBIL	HEMATOPOETICS	VIAL	N	Y*		
NEUMEGA	HEMATOPOETICS	VIAL	N	Y*		
ADVATE	HEMOPHILIA	VIAL	N	Y*		
ADYNOVATE	HEMOPHILIA	VIAL	N	Y*		04/01/2016
AFSTYLA	HEMOPHILIA	KIT	N	Y*		10/01/2016
ALPHANATE	HEMOPHILIA	VIAL	N	Y*		
ALPHANINE SD	HEMOPHILIA	VIAL	N	Y*		
ALPROLIX	HEMOPHILIA	VIAL	N	Y*		07/01/2014
BEBULIN	HEMOPHILIA	KIT	N	Y*		
BENEFIX	HEMOPHILIA	KIT	N	Y*		
ELOCTATE	HEMOPHILIA	VIAL	N	Y*		02/01/2015
CORIFACT	HEMOPHILIA	VIAL	N	Y*		
FEIBA	HEMOPHILIA	VIAL	N	Y*		

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
HELIXATE FS	HEMOPHILIA	VIAL	N	Y*		
HEMOPHIL-M	HEMOPHILIA	VIAL	N	Y*		
HEMOPHIL-M	HEMOPHILIA	KIT	N	Y*		
HUMATE-P	HEMOPHILIA	KIT	N	Y*		
IDELVION	HEMOPHILIA	BOX	N	Y*		07/01/2016
IXINITY	HEMOPHILIA	VIAL	N	Y*		10/01/2015
KOATE-DVI	HEMOPHILIA	KIT	N	Y*		
KOGENATE FS	HEMOPHILIA	VIAL	N	Y*		
KOVALTRY	HEMOPHILIA	BOX	N	Y*		07/01/2016
MONARC M	HEMOPHILIA	VIAL	N	Y*		
MONOCLATE-P	HEMOPHILIA	KIT	N	Y*		
MONONINE	HEMOPHILIA	KIT	N	Y*		
NOVOSEVEN	HEMOPHILIA	VIAL	N	Y*		
NOVOEIGHT	HEMOPHILIA	VIAL	N	Y*		10/01/2015
NUWIQ	HEMOPHILIA	VIAL	N	Y*		04/01/2016
OBIZUR	HEMOPHILIA	VIAL	N	Y*		06/01/2015
PROFILNINE SD	HEMOPHILIA	VIAL	N	Y*		
PROPLEX T	HEMOPHILIA	VIAL	N	Y*		
RECOMBINATE	HEMOPHILIA	VIAL	N	Y*		
REFACTO	HEMOPHILIA	VIAL	N	Y*		
RIASTAP	HEMOPHILIA	EACH	N	Y*		
RIXUBIS	HEMOPHILIA	VIAL	N	Y*		
STIMATE	HEMOPHILIA	SPRAY/PUMP	N	Y*		
TRETEN	HEMOPHILIA	VIAL	N	Y*		07/01/2014
VONVENDI	HEMOPHILIA	VIAL	N	Y*		01/01/2017
WILATE	HEMOPHILIA	KIT	N	Y*		
XYNTHA	HEMOPHILIA	KIT	N	Y*		
XYNTHA	HEMOPHILIA	SYRINGEKIT	N	Y*		
RAVICTI	HEPATIC ENEPHALOPATHY	INJECTION	N	Y*		
COPEGUS	HEPATITIS C	TABLET	N	Y*		
DAKLINZA	HEPATITIS C	TABLET	N	N		10/01/2015
EPCLUSA	HEPATITIS C	TABLET	N	N		09/01/2016
HARVONI	HEPATITIS C	TABLET	N	N		10/20/2014
INCIVEK	HEPATITIS C	TABLET	N	Y*		
INFERGEN	HEPATITIS C	VIAL	N	Y*		
OLYSIO	HEPATITIS C	CAPSULE	N	Y*		04/01/2014
PEGASYS	HEPATITIS C	VIAL	N	Y*		
PEGASYS	HEPATITIS C	KIT	N	Y*		

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
PEG-INTRON	HEPATITIS C	KIT	N	Y*		
PEG-INTRON	HEPATITIS C	PEN IJ KIT	N	Y*		
REBETOL	HEPATITIS C	CAPSULE	N	Y*		
REBETOL	HEPATITIS C	SOLUTION	N	Y*		
RIBAPAK	HEPATITIS C	TAB DS PK	N	Y*		
RIBASPHERE	HEPATITIS C	CAPSULE	N	Y*		
RIBASPHERE	HEPATITIS C	TABLET	N	Y*		
RIBATAB	HEPATITIS C	TAB DS PK	N	Y*		
RIBAVIRIN	HEPATITIS C	CAPSULE	N	Y*		
RIBAVIRIN	HEPATITIS C	TABLET	N	Y*		
SOVALDI	HEPATITIS C	CAPSULE	N	Y*		04/01/2014
TECHNIVIE	HEPATITIS C	TABLET	N	N		10/01/2015
VICTRELIS	HEPATITIS C	CAPSULE	N	Y*		
VIEKIRA	HEPATITIS C	TABLET	N	Y*		12/28/2014
ZEPATIER	HEPATITIS C	TABLET	N	Y*		04/01/2016
BERINERT	HEREDITARY ANGIOEDEMA	VIAL	N	Y*		
CINRYZE	HEREDITARY ANGIOEDEMA	VIAL	N	Y*		
FIRAZYR	HEREDITARY ANGIOEDEMA	INJECTION	N	N		
KALBITOR	HEREDITARY ANGIOEDEMA	INJECTION	Y	Y*		
RUCONEST	HEREDITARY ANGIOEDEMA	PEN IJ KIT	N	Y*		02/01/2015
EGRIFTA	HIV	VIAL	N	Y*		
FUZEON	HIV	KIT	N	Y*		
AVEED	HORMONAL THERAPIES	VIAL	Y	Y*		07/01/2014
ELIGARD	HORMONAL THERAPIES	DISP SYRIN	N	Y*		
FIRMAGON	HORMONAL THERAPIES	VIAL	N	Y*		
LEUPROLIDE	HORMONAL THERAPIES	LUPRON	KIT	Y*		
LEUPROLIDE ACETATE	HORMONAL THERAPIES	KIT	N	Y*		
LUPANETA	HORMONAL THERAPIES	KIT	N	N		07/01/2014
LUPRON	HORMONAL THERAPIES	KIT	N	N		
LUPRON DEPOT	HORMONAL THERAPIES	SYRINGEKIT	N	Y*		
LUPRON DEPOT-PED	HORMONAL THERAPIES	SYRINGEKIT	N	Y*		
LUPRON DEPOT-PED	HORMONAL THERAPIES	KIT	N	Y*		
NATPARA	HORMONAL THERAPIES	CARTRIDGE	N	Y*		10/01/2015
SUPPRELIN LA	HORMONAL THERAPIES	KIT	N	Y*		
TRELSTAR	HORMONAL THERAPIES	VIAL	N	Y*		
TRELSTAR	HORMONAL THERAPIES	DISP SYRIN	N	Y*		
VANTAS	HORMONAL THERAPIES	KIT	N	Y*		

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
VIADUR	HORMONAL THERAPIES	KIT	N	Y*		
ZOLADEX	HORMONAL THERAPIES	IMPLANT	N	Y*		
BIVIGIM	I.V.I.G.	VIAL	N	Y*		07/01/2014
CARIMUNE	I.V.I.G.	VIAL	N	Y*		
CYTOGAM	I.V.I.G.	VIAL	N	Y*		
FLEBOGAMMA	I.V.I.G.	VIAL	N	Y*		
GAMASTAN S/D	I.V.I.G.	DISP SYRIN	N	Y*		
GAMASTAN S/D	I.V.I.G.	VIAL	N	Y*		
GAMMAGARD LIQUID	I.V.I.G.	VIAL	N	Y*		
GAMMAGARD S/D	I.V.I.G.	VIAL	N	Y*		
GAMMAKED	I.V.I.G.	VIAL	N	Y*		
GAMMAPLEX	I.V.I.G.	VIAL	N	Y*		
GAMUNEX	I.V.I.G.	VIAL	N	Y*		
GAMUNEX-C	I.V.I.G.	VIAL	N	Y*		
HEPAGAM B	I.V.I.G.	VIAL	N	Y*		
HIZENTRA	I.V.I.G.	VIAL	N	Y*		
HYPERHEP B	I.V.I.G.	VIAL	N	Y*		
HYPERHEP B	I.V.I.G.	DISP SYRIN	N	Y*		
HYPERRHO S/D	I.V.I.G.	DISP SYRIN	N	Y*		
HYQVIA	I.V.I.G.	VIAL	N	Y*		02/01/2015
MICRHOGAM	I.V.I.G.	DISP SYRIN	N	Y*		
NABI-HB	I.V.I.G.	VIAL	N	Y*		
OCTAGAM	I.V.I.G.	VIAL	N	Y*		
POLYGAM S/D	I.V.I.G.	VIAL	N	Y*		
PRIVIGEN	I.V.I.G.	VIAL	N	Y*		
RHOGAM	I.V.I.G.	DISP SYRIN	N	Y*		
RHOPHYLAC	I.V.I.G.	DISP SYRIN	N	Y*		
VARIZIG	I.V.I.G.	DISP SYRIN	N	Y*		
VIVAGLOBIN	I.V.I.G.	VIAL	N	Y*		02/01/2015
WINRHO SDF	I.V.I.G.	VIAL	N	Y*		
NPLATE	IDIOPATHIC THROMBOCYTOPENIC PURPURA	VIAL	Y	Y*		
PROMACTA	IDIOPATHIC THROMBOCYTOPENIC PURPURA	TABLET	Y	Y*		
ACTIMMUNE	INFECTIOUS DISEASE	VIAL	N	Y*		
ALFERON N	INFECTIOUS DISEASE	VIAL	N	Y*		
BRAVELLE	INFERTILITY	VIAL	N	Y*		
CETROTIDE	INFERTILITY	KIT	N	Y*		
CHORIONIC GONADOTROPIN	INFERTILITY	VIAL	N	Y*		

Agreement #C000615, Amendment #4: Pharmacy Benefit Services for The Empire Plan, Excelsior Plan and Student Employee Health Plan, Prescription Drug Programs

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
FOLLISTIM AQ	INFERTILITY	VIAL	N	Y*		
FOLLISTIM AQ	INFERTILITY	CARTRIDGE	N	Y*		
GANIRELIX ACETATE	INFERTILITY	DISP SYRIN	N	Y*		
GONAL-F	INFERTILITY	PEN INJCTR	N	Y*		
GONAL-F	INFERTILITY	VIAL	N	Y*		
LUVERIS	INFERTILITY	VIAL	N	Y*		
MENOPUR	INFERTILITY	VIAL	N	Y*		
NOVAREL	INFERTILITY	VIAL	N	Y*		
OVIDREL	INFERTILITY	DISP SYRIN	N	Y*		
PREGNYL	INFERTILITY	VIAL	N	Y*		
REPRONEX	INFERTILITY	VIAL	N	Y*		
CIMZIA	INFLAMMATORY BOWEL DISEASE	KIT	N	Y*		
CIMZIA	INFLAMMATORY BOWEL DISEASE	SYRINGEKIT	N	Y*		
ENTYVIO	INFLAMMATORY BOWEL DISEASE	VIAL	N	Y*		10/01/2015
DEFEROXAMINE	IRON OVERLOAD	VIAL	N	Y*		
DESFERAL	IRON OVERLOAD	VIAL	N	Y*		
EXJADE	IRON OVERLOAD	TAB DISPER	N	Y*		
JADENU	IRON OVERLOAD	TAB	N	Y*		10/01/2015
KYNAMRO	LIPID DISORDERS	INJECTION	Y	Y*		
PRALUENT	LIPID DISORDERS - PCSK9 INHIBITORS	INJ	N	Y		12/01/2015
REPATHA	LIPID DISORDERS - PCSK9 INHIBITORS	INJ	N	Y		12/01/2015
ALDURAZYME	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
CERDEGLA	LYSOSOMAL STORAGE DISEASES	CAPSULE	N	Y*		02/01/2015
CEREZYME	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
CYSTAGON	LYSOSOMAL STORAGE DISEASES	CAPSULE	N	Y*		
ELAPRASE	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
FABRAZYME	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
LUMIZYME	LYSOSOMAL STORAGE DISEASES	VIAL	Y	Y*		
MYOZYME	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
NAGLAZYME	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
VIMIZIM	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		07/01/2014
VPRIV	LYSOSOMAL STORAGE DISEASES	VIAL	N	Y*		
LUCENTIS	MACULAR DEGENERATION	SOLN	N	Y*		
MACUGEN	MACULAR DEGENERATION	SOLN	N	Y*		
VISUDYNE	MACULAR	VIAL	N	Y*		

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Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
	DEGENERATION					
ZECUITY	MIGRAINE	PATCH	N	Y		04/01/2016
APOKYN	MOVEMENT DISORDERS	CARTRIDGE	N	Y*		
NORTHERA	MOVEMENT DISORDERS	CAPSULE	N	Y*		02/01/2015
NUPLAZID	MOVEMENT DISORDERS	TABLET	N	Y		07/01/2016
XENAZINE	MOVEMENT DISORDERS	TABLET	Y	Y*		
AMPYRA	MULTIPLE SCLEROSIS	TAB ER 12H	Y	Y*		
AUBAGIO	MULTIPLE SCLEROSIS	TABLET	N	N		
AVONEX	MULTIPLE SCLEROSIS	KIT	N	Y*		
BETASERON	MULTIPLE SCLEROSIS	KIT	N	Y*		
COPAXONE	MULTIPLE SCLEROSIS	KIT	N	Y*		
EXTAVIA	MULTIPLE SCLEROSIS	KIT	N	Y*		
GILENYA	MULTIPLE SCLEROSIS	CAPSULE	Y	Y*		
LEMTRADA	MULTIPLE SCLEROSIS	VIAL	Y	Y*		06/01/2015
MITOXANTRONE	MULTIPLE SCLEROSIS	VIAL	N	Y*		
NOVANTRONE	MULTIPLE SCLEROSIS	VIAL	N	Y*		
PLEGRIDY	MULTIPLE SCLEROSIS	DISP SYRIN	N	Y*		02/01/2015
REBIF	MULTIPLE SCLEROSIS	DISP SYRIN	N	Y*		
TECFIDERA	MULTIPLE SCLEROSIS	CAPSULE	N	N		
TYSABRI	MULTIPLE SCLEROSIS	VIAL	Y	Y*		
ZINBRYTA	MULTIPLE SCLEROSIS	SYRINGE	Y	Y*		01/01/2017
GRANIX	NEUTROPENIA	DISP SYRIN	N	Y*		04/01/2014
LEUKINE	NEUTROPENIA	VIAL	N	Y*		
NEULASTA	NEUTROPENIA	DISP SYRIN	N	Y*		
NEUPOGEN	NEUTROPENIA	DISP SYRIN	N	Y*		
NEUPOGEN	NEUTROPENIA	VIAL	N	Y*		
ZARXIO	NEUTROPENIA	DISP SYRIN	N	Y*		12/01/2015
ADCETRIS	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
ARZERRA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
AVASTIN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
BELEODAQ	ONCOLOGY - INJECTABLE	VIAL	N	Y*		02/01/2015
BLINCYTO	ONCOLOGY - INJECTABLE	VIAL	N	Y*		06/01/2015
DACOGEN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
DARZALEX	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
DECITABINE	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
ELSPAR	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
EMPLICITI	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
ERBITUX	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
EVOMELA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		10/01/2016

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Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
FOLOTYN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
FUSILEV	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
GAZYVA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
HALAVEN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
HERCEPTIN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
INTRON A	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
INTRON A	ONCOLOGY - INJECTABLE	PEN IJ KIT	N	Y*		
ISTODAX	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
IXEMPRA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
JEVTANA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
KADCYLA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
KYPROLIS	ONCOLOGY - INJECTABLE	VIAL	N	Y*		07/01/2014
KEYTRUDA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		02/01/2015
ONCASPAR	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
OPDIVO	ONCOLOGY - INJECTABLE	VIAL	N	Y*		10/01/2015
PERJETA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
PROLEUKIN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
RITUXAN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
ROFERON-A	ONCOLOGY - INJECTABLE	KIT	N	Y*		
SYLATRON	ONCOLOGY - INJECTABLE	KIT	Y	Y*		
SYNRIBO	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
TEMODAR (INJECTABLE)	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
TECENTRIQ	ONCOLOGY - INJECTABLE	VIAL	N	Y*		10/01/2016
THYROGEN	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
TORISEL	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
TREANDA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
VALSTAR	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
VECTIBIX	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
VELCADE	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
VIDAZA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
XGEVA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
YERVOY	ONCOLOGY - INJECTABLE	VIAL	Y	Y*		
YONDELIS	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
ZALTRAP	ONCOLOGY - INJECTABLE	VIAL	N	Y*		04/01/2016
ZOLEDRONIC ACID 4MG/5ML	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
ZOMETA	ONCOLOGY - INJECTABLE	VIAL	N	Y*		
AFINITOR	ONCOLOGY - ORAL	TABLET	N	Y*		
BOSULIF	ONCOLOGY - ORAL	TABLET	N	Y*		

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
CABOMETYX	ONCOLOGY - ORAL	TABLET	N	Y*		07/01/2016
COTELLIC	ONCOLOGY - ORAL	TABLET	N	Y*		04/01/2016
ERIVEDGE	ONCOLOGY - ORAL	CAPSULE	N	Y*		
FARYDAK	ONCOLOGY - ORAL	CAPSULE	N	Y*		06/01/2015
GLEEVEC	ONCOLOGY - ORAL	TABLET	N	Y*		
HYCAMTIN	ONCOLOGY - ORAL	CAPSULE	N	Y*		
IBRANCE	ONCOLOGY - ORAL	CAPSULE	N	Y*		06/01/2015
ICLUSIG	ONCOLOGY - ORAL	TABLET	N	Y*		
INLYTA	ONCOLOGY - ORAL	TABLET	N	Y*		
IRESSA	ONCOLOGY - ORAL	TABLET	N	Y*		10/01/2016
JAKAFI	ONCOLOGY - ORAL	TABLET	N	Y*		
LONSURF	ONCOLOGY - ORAL	TABLET	N	Y*		04/01/2016
MEKINIST	ONCOLOGY - ORAL	TABLET	N	Y*		
MUGARD	ONCOLOGY - ORAL	SUSPENSION	N	N		07/01/2014
NINLARO	ONCOLOGY - ORAL	CAPSULE	N	Y*		04/01/2016
NEXAVAR	ONCOLOGY - ORAL	TABLET	N	Y*		
ODOMZO	ONCOLOGY - ORAL	CAPSULE	N	Y*		04/01/2016
OFORTA	ONCOLOGY - ORAL	TABLET	N	Y*		
POMALYST	ONCOLOGY - ORAL	CAPSULE	Y	Y*		
PURIXAN	ONCOLOGY - ORAL	SUSPENSION	N	Y*		07/01/2016
REVLIMID	ONCOLOGY - ORAL	CAPSULE	Y	Y*		
SPRYCEL	ONCOLOGY - ORAL	TABLET	N	Y*		
STIVARGA	ONCOLOGY - ORAL	TABLET	N	Y*		
SUTENT	ONCOLOGY - ORAL	CAPSULE	N	Y*		
TAFINLAR	ONCOLOGY - ORAL	CAPSULE	N	Y*		
TAGRISSO	ONCOLOGY - ORAL	TABLET	N	Y*		10/01/2016
TARCEVA	ONCOLOGY - ORAL	TABLET	N	Y*		
TARGRETIN	ONCOLOGY - ORAL	CAPSULE	N	Y*		
TARGRETIN	ONCOLOGY - ORAL	GEL (GRAM)	N	Y*		
TASIGNA	ONCOLOGY - ORAL	CAPSULE	Y	Y*		
TEMODAR (ORAL)	ONCOLOGY - ORAL	CAPSULE	N	Y*		
TEMOZOLOMIDE	ONCOLOGY - ORAL	CAPSULE	N	Y*		
THALOMID	ONCOLOGY - ORAL	CAPSULE	Y	Y*		
TYKERB	ONCOLOGY - ORAL	TABLET	N	Y*		
VOTRIENT	ONCOLOGY - ORAL	TABLET	N	Y*		
XALKORI	ONCOLOGY - ORAL	CAPSULE	N	Y*		
XELODA	ONCOLOGY - ORAL	TABLET	N	Y*		
XTANDI	ONCOLOGY - ORAL	CAPSULE	N	Y*		
ZYKADIA	ONCOLOGY - ORAL	TABLET	N	N		02/01/2015

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Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
ZOLINZA	ONCOLOGY - ORAL	CAPSULE	N	Y*		
ZYTIGA	ONCOLOGY - ORAL	TABLET	N	Y*		
ZELBORAF	ONCOLOGY - ORAL/TOPICALS	TABLET	N	Y*		
EUFLEXXA	OSTEOARTHRITIS	DISP SYRIN	N	Y*		
GEL-ONE	OSTEOARTHRITIS	INJECTION	N	N		
GELSYN-3	OSTEOARTHRITIS	SYRINGE	N	Y*		01/01/2017
GENVISC 850	OSTEOARTHRITIS	DISP SYRIN	N	Y*		07/01/2016
HYALGAN	OSTEOARTHRITIS	VIAL	N	Y*		
HYALGAN	OSTEOARTHRITIS	DISP SYRIN	N	Y*		
HYMOVIS	OSTEOARTHRITIS	DISP SYRIN	N	Y*		07/01/2016
MONOVISC	OSTEOARTHRITIS	DISP SYRIN	N	Y*		02/01/2015
ORTHOVISC	OSTEOARTHRITIS	DISP SYRIN	N	Y*		
SUPARTZ	OSTEOARTHRITIS	DISP SYRIN	N	Y*		
SYNVISC	OSTEOARTHRITIS	DISP SYRIN	N	Y*		04/01/2014
SYNVISC ONE	OSTEOARTHRITIS	DISP SYRIN	N	Y*		04/01/2014
FORTEO	OSTEOPOROSIS	PEN INJCTR	Y	Y*		
PROLIA	OSTEOPOROSIS	DISP SYRIN	Y	Y*		
RECLAST	OSTEOPOROSIS	INFUS. BTL	N	Y*		
RECLAST	OSTEOPOROSIS	INJECTION	Y	Y*		
ZOLEDRONIC ACID 5MG/100ML	OSTEOPOROSIS	INJECTION	Y	Y*		
SOLIRIS	PAROXYSMAL NOCTURNAL HEMOGLOBINURIA	VIAL	Y	Y*		
KUVAN	PHENYLKETONURIA	TABLET SOL	N	Y*		
MAKENA	PRE-TERM BIRTH	VIAL	N	Y*		
AMEVIVE	PSORIASIS	VIAL	N	Y*		
COSENTYX	PSORIASIS	PEN	N	Y*		06/01/2015
STELARA	PSORIASIS	VIAL	Y	Y*		
STELARA	PSORIASIS	SOLN	Y	Y*		
TALTZ	PSORIASIS	SYRINGE	N	Y*		07/01/2016
ADCIRCA	PULMONARY ARTERIAL HYPERTENSION	TABLET	N	Y*		
ADEMPAS	PULMONARY ARTERIAL HYPERTENSION	TABLET	Y	N		04/01/2014
EPOPROSTENOL SODIUM FOR INJECTION	PULMONARY ARTERIAL HYPERTENSION	VIAL	N	Y*		
LETAIRIS	PULMONARY ARTERIAL HYPERTENSION	TABLET	Y	Y*		
OPSUMIT	PULMONARY ARTERIAL HYPERTENSION	TABLET	Y	N		04/01/2014
ORENITRAM	PULMONARY ARTERIAL HYPERTENSION	TAB	N	N		04/01/2014
REMODULIN	PULMONARY ARTERIAL HYPERTENSION	VIAL	N	Y*		

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
REVATIO	PULMONARY ARTERIAL HYPERTENSION	VIAL	N	Y*		
REVATIO	PULMONARY ARTERIAL HYPERTENSION	TABLET	N	Y*		
SILDENAFIL	PULMONARY ARTERIAL HYPERTENSION	TABLET	N	Y*		
STERILE DILUENT FOR EPOPROSTENOL SODIUM FOR INJECTION	PULMONARY ARTERIAL HYPERTENSION	VIAL	N	Y*		
TRACLEER	PULMONARY ARTERIAL HYPERTENSION	TABLET	Y	Y*		
TYVASO	PULMONARY ARTERIAL HYPERTENSION	AMPUL-NEB	N	Y*		
UPTRAVI	PULMONARY ARTERIAL HYPERTENSION	TABLET	N	Y*		04/01/2016
VELETRI	PULMONARY ARTERIAL HYPERTENSION	VIAL	N	Y*		
VENTAVIS	PULMONARY ARTERIAL HYPERTENSION	AMPUL-NEB	N	Y*		
ESBRIET	PULMONARY DISORDER - OTHER	CAPSULE	N	N		06/01/2015
OFEV	PULMONARY DISORDER - OTHER	CAPSULE	N	Y*		04/01/2016
SENSIPAR	RENAL DISEASE	TABLET	N	Y*		
EYLEA	RETINAL DISORDERS	INJECTION	N	Y*		
ILUVIEN	RETINAL DISORDERS	IMPLANT	N	Y*		06/01/2015
OZURDEX	RETINAL DISORDERS	IMPLANT	N	Y*		
RETISERT	RETINAL DISORDERS	IMPLANT	N	Y*		
VISUDYNE	RETINAL DISORDERS	VIAL	N	Y*		
ACTEMRA	RHEUMATOID ARTHRITIS	VIAL	Y	Y*		
ENBREL	RHEUMATOID ARTHRITIS	KIT	N	Y*		
ENBREL	RHEUMATOID ARTHRITIS	DISP SYRIN	N	Y*		
ENBREL	RHEUMATOID ARTHRITIS	PEN INJCTR	N	Y*		
HUMIRA	RHEUMATOID ARTHRITIS	KIT	N	Y*		
HUMIRA	RHEUMATOID ARTHRITIS	PEN IJ KIT	N	Y*		
KINERET	RHEUMATOID ARTHRITIS	DISP SYRIN	N	Y*		
KINERET	RHEUMATOID ARTHRITIS	SOLN	N	Y*		
OTEZLA	RHEUMATOID ARTHRITIS	CAPSULE	N	N		07/01/2014
ORENCIA	RHEUMATOID ARTHRITIS	VIAL	N	Y*		
ORENCIA	RHEUMATOID ARTHRITIS	DISP SYRIN	N	Y*		
OTREXUP	RHEUMATOID ARTHRITIS	PEN INJCTR	N	N		07/01/2014
RASUVO	RHEUMATOID ARTHRITIS	PEN INJCTR	N	N		02/01/2015
REMICADE	RHEUMATOID ARTHRITIS	VIAL	N	Y*		
SIMPONI	RHEUMATOID ARTHRITIS	DISP SYRIN	N	Y*		
SIMPONI	RHEUMATOID ARTHRITIS	PEN INJCTR	N	Y*		
XELJANZ	RHEUMATOID ARTHRITIS	TABLET	Y	Y*		
SYNAGIS	RSV	VIAL	N	Y*		
HP ACTHAR GEL	SEIZURE DISORDERS	VIAL	Y	Y*		

Agreement #C000615, Amendment #4: Pharmacy Benefit Services for The Empire Plan, Excelsior Plan and Student Employee Health Plan, Prescription Drug Programs

Drug Name	Therapeutic Class	Dosage Form (infusion, injection, oral)	REMS (Y or N)	Special Packaging (Y or N)	Contractor's Dispensing Fee	Date Added
SABRIL	SEIZURE DISORDERS	TABLET	Y	Y*		
SABRIL	SEIZURE DISORDERS	POWD PACK	Y	Y*		
BENLYSTA	SYSTEMIC LUPUS ERYTHEMATOSUS	VIAL	N	Y*		
BUPHENYL	UREA CYCLE DISORDERS	TABLET	N	Y*		
RAVICTI	UREA CYCLE DISORDERS	INJECTION	N	Y*		

\* Special Packaging is for Specialty Refrigerated or Specialty Frozen item as well as Specialty Non-refrigerated products which may require cold packs based on the temperature of the demographic area the product is being shipped to and the time of day the product will be delivered. Individual and unique situations may also require special packaging.













[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

\* The reimbursement rates set forth in this Exhibit E-1 are subject to change on a contract year basis. Any changes in pricing are subject to mutual agreement and the execution of a contract amendment to this Exhibit E-1. In the event that 340B Program pricing changes occur with respect to future calendar years, (i) Contractor shall notify DCS promptly, but in no event later than thirty (30) days prior to the change; and (ii) the parties shall amend this Exhibit E-1 to reflect the new pricing terms. If DCS does not agree to the revised pricing terms, DCS may, in its sole discretion, elect to suspend participation in Contractor's 340B Program provided pursuant to Section 6.13.4 of the Agreement and this Exhibit E-1 until such time as alternate terms are agreed upon.

**EXHIBIT G**

Empire Plan, Excelsior Plan and SEHP Prescription Drug Program

Vaccination Network- Pricing and Administration Fees (Pricing Per Vaccination)

Pricing and Administration Fees (Pricing Per Vaccination)

**Seasonal Vaccines\***

**Cost of Drug**

Influenza (Injectable Trivalent)	flat rate
Influenza (Intradermal/Injectable Quadrovient/Intranasal Flu Mist)	flat rate
Influenza (Injectable High Dose)	flat rate

\* Seasonal influenza vaccines are not subject to a vaccination administration fee or Dispensing Fee, but are subject to a Claims Administration Fee. The quoted pricing is for the season covering August through April. Any changes in pricing are subject to mutual agreement and the execution of a contract amendment to this Exhibit G of the Agreement. In the event that network-wide pricing changes occur with respect to future influenza seasons, (i) Contractor shall notify DCS promptly, but in no event later than thirty (30) days prior to the change; and (ii) the parties shall amend this Exhibit G to reflect the new pricing terms. If DCS does not agree to the revised pricing terms, DCS may, in its sole discretion, elect to suspend participation in Contractor's vaccine program provided pursuant to Section 6.19.0 of the Agreement and this Exhibit G until such time as alternate terms are agreed upon. Should DCS so elect, it may, in its sole discretion, elect to obtain vaccination services from an alternate vendor.

**Non-Seasonal Vaccines\***

**Vaccination Administration Fee**

Zostavax	
Pneumococcal	
Meningococcal	

\* Any changes in pricing are subject to mutual agreement and the execution of a contact amendment to this Exhibit G of the Agreement. In the event that network-wide pricing changes occur with respect to non-season vaccines, (i) Contractor shall notify DCS promptly, but in no event later than thirty (30) days prior to the change; and (ii) the parties shall amend this Exhibit G to reflect the new pricing terms. If DCS does not agree to the revised pricing terms, DCS may, in its sole discretion, elect to suspend participation in Contractor's vaccine program provided pursuant to Section 6.19.0 of the Agreement and this Exhibit G until such time as alternate terms are agreed upon. Should DCS so elect, it may, in its sole discretion, elect to obtain vaccination services from an alternate vendor.

**Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

**CONTRACTOR REQUIREMENTS AND OBLIGATIONS UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)**

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**I. General Provisions**

- A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all “State contracts” as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the “Department”), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of the Contract, the Department established an overall goal of 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation as subcontractors and suppliers, as it relates only to the overall cost of the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in section II-A above, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.nylovesmwbe.ny.gov/cf/search.cfm>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

## **Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department of proposed award of the Contract to the Contractor.
  3. If Contractor or subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or subcontractor a model statement (see Form EEO-102 entitled "Minority and Women-Owned Business Enterprises M/WBE - Equal Employment Opportunity (EEO) Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
    - d. The Contractor will include the provisions of sections (a) through (c) of this subsection 4 and paragraph "E" of this section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- C. Form EEO-100 – EEO Staffing Plan

## **Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

To ensure compliance with this section III, the Contractor shall submit an EEO Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the EEO Staffing Plan form and submit it as part of its Proposal or within a reasonable time, but no later than the time of proposed award of the Contract.

- D. Form EEO-101 - Workforce Utilization/Compliance Report (“Workforce Report”)
1. Once proposed contract award has been made and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted EEO Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
  3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

### **IV. MWBE Utilization Plan Form (MWBE-100) and Certification of Good Faith Efforts (Form MWBE-104)**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (form MWBE-100) either prior to, or at the time of, the execution of the Contract for Department consideration and acceptance. The Contractor shall ensure that enterprises have been identified within the MWBE Utilization Plan, and the Contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the Contractor’s MWBE Utilization Plan as accepted by the Department. The Contractor must document "good faith efforts" to provide meaningful participation by New York State Certified MWBE subcontractors or suppliers in the performance of the Contract. In support of such efforts, the Contractor will include with its MWBE Utilization Plan submission a Certification of Good Faith Efforts statement (Form MWBE-104).

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- B. Contractor agrees to use such MWBE Utilization Plan, as accepted by the Department, for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix D.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

### **V. Waiver Requests (MWBE-101)**

- A. For Waiver Requests Contractor should use Form MWBE-101 – Request for Waiver Form.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver Form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the Waiver Request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

### **VI. Quarterly M/WBE Contractor Compliance Report (Form MWBE-103)**

Contractor is required to submit a Quarterly M/WBE Contractor Compliance Report (Form MWBE-103) to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

### **VII. Liquidated Damages - MWBE Participation**

- A. Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development

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pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

### **VII. Further Information:**

General questions concerning New York's MWBE program should be directed to:

New York State Department of Economic Development  
633 Third Avenue  
New York, NY 10017  
Telephone: (212) 803-2414

New York State Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl Street  
Albany, NY 12245  
Telephone: (518) 292-5150

All of the EEO and M/WBE forms referenced herein this Appendix D are available for download at the Department's website at: <http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm>). These forms are to be submitted without change to the goals specified by Department in the Contract.