



**Department of  
Civil Service**

**NEW YORK STATE DEPARTMENT OF CIVIL SERVICE**

**EMPLOYEE BENEFITS DIVISION**

**PHARMACY BENEFIT SERVICES**

**AGREEMENT #C000615**

**AMENDMENT #3**

**between**

**NEW YORK STATE  
DEPARTMENT OF CIVIL SERVICE**

**and**

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

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**AGREEMENT #C000615**

**AMENDMENT #3**

THIS Third 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, the Contractor recommended and the Department approved changes to the definition of the Grace Period for Specialty Drugs specific to drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect the clinical outcome; and

WHEREAS, in accordance with section 6.18.12 of the Agreement, the Department now directs the Contractor to designate all FDA approved medications without therapeutic equivalents prescribed for the treatment of Cancer, Hepatitis, and HIV as Preferred Brand Drugs; and

WHEREAS, in accordance with 6.17.0 of the Agreement, the Contractor recommended and the Department approved the implementation of the Contractor’s Drug Savings Review Program; and

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WHEREAS, in accordance with section 16.3.1 of the Agreement, the Department now directs the Contractor to provide premium projections for subsequent fiscal years in their quarterly financial summary reports; and

WHEREAS, the Contractor recommended and the Department approved the addition of new drugs to the Specialty Pharmacy Program.

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 revoked and replaced with a new Article I in its entirety:

**ARTICLE I: DEFINITION OF TERMS**

**1.1.0 Affiliate** means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.

**1.2.0 Ancillary Charge** means the amount in addition to the applicable Copayment an Enrollee/ Dependent will pay when purchasing a Brand Drug if an A-rated or authorized generic equivalent is available in the market. The amount is the difference to the Program between the Discounted Ingredient Cost of the dispensed Brand Drug and the Discounted Ingredient Cost of the available generic equivalent if it had been dispensed, not to exceed the actual cost of the drug.

**1.3.0 AWP** means the Average Wholesale Price (AWP) for the eleven (11) digit NDC of the drug dispensed as of the date the Prescription was filled, as reported by the Medi-Span Prescription Pricing Guide (with supplements) (“Medi-Span”), unless the Parties mutually agree in writing to utilize a different source for AWP information.

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- 1.4.0 Brand Drug** means a Prescription drug sold under a trade name other than its chemical name that is manufactured and marketed by a single manufacturer (or single group of manufacturers pursuant to agreement among the manufacturers) where the manufacturer holds or held a patent protecting the active ingredient from generic competition. For The Empire Plan and SEHP, the Contractor shall utilize the Department's approved process to replicate the results of the methodology used by the DCS Program as of December 31, 2013 for determining the appropriate classification of drugs consistent with this definition. The Excelsior Plan will utilize the Contractor's book of business PDL classification and tier placement for generic and brand name medications.
- 1.5.0 Brand for Generic** means an additional feature of the Enhanced Flexible Formulary which allows a Brand-Name drug to be placed on the lowest copayment level and the new generic equivalent to be placed on the highest copayment level, or excluded, when advantageous to the DCS Program.
- 1.6.0 Business Day(s)** means every Monday through Friday, except for days designated as business holidays by the Contractor and approved as such by DCS prior to January 1 of each Calendar Year.
- 1.7.0 Business Holiday(s)** means days designated by the Contractor as business holidays and approved as such by the Department prior to January 1 of each Calendar Year.
- 1.8.0 Calendar Year/Annual** means a period of 12 months beginning with January 1 of a given year and ending with December 31 of that year.
- 1.9.0 Call Center Hours** means 24 hours a Day, 365 Days a year.
- 1.10.0 Child(ren)** means children under 26 years of age, including natural children, legally adopted children, children in a waiting period prior to finalization of adoption, Enrollee stepchildren, and children of the Enrollee's domestic partner. Other children who reside permanently with the Enrollee in the Enrollee's

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household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation.

**1.11.0 Compound Drug(s)/Medication(s) or Compounded Drug(s)/Medication(s)**

means a drug with two or more ingredients (solid, semi-solid, or liquid), at least one of which is a Covered Drug with a valid NDC requiring a Prescription for dispensing, combined together in a method specified in a Prescription issued by a Medical Professional. The end result of this combination must be a Prescription medication for a specific patient that is not otherwise commercially available in that form or dose/strength from a single manufacturer. The Prescription must identify the multiple ingredients in the Compound, including active ingredient(s), diluents(s), ratios or amounts of product, and directions for use. The act of compounding must be performed or supervised by a licensed Pharmacist. Any commercially available product with a unique assigned NDC requiring reconstitution or mixing according to the FDA approved package insert prior to dispensing will not be considered a Compound Prescription by the Program.

**1.12.0 Contractor** means the successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to Exhibit B, the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Student Employee Health Plan and New York State Insurance Fund Workers' Compensation Prescription Drug Programs" and who executes a contract with the Department to provide Program Services.

**1.13.0 Controlled Drug** means drugs designated by Federal Law or New York State law as a Class I, II, III, IV, or V substance. A Controlled Drug includes but is not limited to: some tranquilizers; stimulants; and pain medications.

**1.14.0 Copayment** means the amount the Enrollee/Dependent is required to pay for Covered Generic, Preferred and Non-Preferred Brand Drugs as specified by the benefit design of the DCS Program. The actual payment amount required from the Enrollee for a Prescription may not exceed the Ingredient Cost of the drug to

the Plan after application of the Program's Lesser of Logic provision plus the applicable dispensing fee.

**1.15.0 Covered Drug(s)** means medically necessary Prescription drugs as defined in the Summary Plan Description, subject to all limitations and exclusions set forth therein. The DCS Program acknowledges that the Physician or other Medical Professional shall have final authority over the drug prescribed to an Enrollee, and the Contractor acknowledges that benefits coverage shall be determined by the Department.

**1.16.0 Day(s)** means calendar days unless otherwise noted.

**1.17.0 DCS or Department** means the New York State Department of Civil Service.

**1.18.0 DCS Program(s)/Plan** means the New York State Health Insurance Program's Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program, and the Student Employee Health Program (SEHP) Prescription Drug Program. Unless the context in which it is used requires otherwise, as determined in the Department's sole discretion, "Program" shall refer to the DCS Program.

**1.19.0 DCS Program MAC List** means the Program's specific Maximum Allowable Cost (MAC) List managed by the Contractor to set the maximum price the DCS Program shall be charged and the dispensing retail Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on the DCS Program MAC List.

**1.20.0 Dedicated Call Center** The Customer Service Representatives are dedicated to the DCS Programs and do not work on any other accounts.

**1.21.0 Dependent** means the spouses, Domestic Partners, and children under twenty-six (26) years of age (as further defined in Article 1.10.0 of this Agreement) of an Enrollee. Adult children age twenty-six (26) or over are also eligible if in accordance with DCS requirements, such adult children are determined to be

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incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under the DCS Program.

**1.22.0 Dependent Survivor** means the unremarried spouse, dependent child, or Domestic Partner who has not acquired another Domestic Partner, of an Enrollee who died after having had at least ten (10) years of service, who were covered as dependents of the deceased Enrollee at the time of the Enrollee's death and who elect to continue coverage under NYSHIP following the three (3) month extended benefits period.

**1.23.0 Designated Call Center** means a group of Customer Service Representatives trained and capable of responding to a wide range of questions, complaints, and inquiries specific to the DCS Programs. The Customer Service Representatives may work on other accounts.

**1.24.0 Designated Specialty Pharmacy** means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor to provide certain Specialty Drugs/Medications. All facilities must meet all legal and contractual requirements as set forth in the Agreement.

**1.25.0 Designated Specialty Pharmacy Hard Edit** means a Network Pharmacy claims adjudication edit that will result in denial of the claim for a Specialty Drug/Medication under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

**1.26.0 Designated Specialty Pharmacy Passive Edit** means a Network Pharmacy claims adjudication edit that will prompt processing of the claim at the Designated Specialty Pharmacy but will permit continued processing and coverage for a Specialty Drug/Medication at the Network Pharmacy under the Specialty Pharmacy Process after the Grace Period for Specialty Drugs has elapsed.

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- 1.27.0 Disabled Lives Benefit** means the benefits provided to an Enrollee/Dependent who is Totally Disabled on the date coverage ends. The benefits are provided on the same basis as if coverage had continued with no change until the day the Enrollee/Dependent is no longer Totally Disabled or for ninety (90) days after the date the coverage ended, whichever is earlier.
- 1.28.0 Discounted Ingredient Cost(s)** means the cost to the Plan for a specific drug or drugs dispensed to an Enrollee after the Contractor has applied the appropriate discount exclusive of any associated dispensing fee(s), other costs, or Copayments.
- 1.29.0 Dispense As Written (DAW) Code** means an industry coding system that may be used by (i) Medical Professionals to memorialize their instructions to the dispensing pharmacy as to the correct dispensing of a Prescription and/or (ii) dispensing pharmacies to communicate to Prescription claims processors the manner in which the Prescription was dispensed.
- 1.30.0 Domestic Partner** means an Enrollee's same or opposite sex domestic partner. A domestic partnership, for eligibility under NYSHIP, is one in which the Enrollee and the partner are 18 years of age or older, unmarried and not related in a way that would bar marriage, living together, involved in a lifetime relationship and financially interdependent.
- 1.31.0 Drug Savings Review (DSR)** means the Contractor's retrospective review program which identifies opportunities for improved prescribing and utilization for prescriptions filled at mail and retail according to accepted evidence-based prescribing criteria. The Contractor will use this program to communicate with prescribers through telephone calls, facsimiles, and letters to make them aware of improved prescribing based on evidence-based criteria.
- 1.32.0 Employee** means any person defined as an Employee as defined in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.



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**1.33.0 Employer** means the State of New York in all its branches, departments and agencies, and any Participating Employer or Participating Agency.

**1.34.0 Employer Group Waiver Plan (EGWP)** means a Medicare Part D program in which the Contractor’s Affiliate and Key Subcontractor, SilverScript Insurance Company (“SilverScript”), a Medicare Part D Plan Sponsor, contracts with the Center for Medicare and Medicaid Services directly to provide prescription drug benefits replicating, to the extent permitted under CMS rules, the current Empire Plan prescription drug benefit structure for non-Medicare primary Enrollee/Dependents. Contractor and the Department agree to meet and confer regarding the impact of CMS rules, in order to replicate the current Empire Plan benefit structure as closely as possible and ensure full compliance with CMS rules.

**1.35.0 Enhanced Flexible Formulary** means a Flexible Formulary Drug List which includes the ability to place drugs on the appropriate Copayment level based on their economic and therapeutic value, including placement of Brand Drugs on the lowest Copayment level and to exclude Generic Drugs or place them on a higher Copayment level.

**1.36.0 Enrollee** means an “Employee” or “Dependent” enrolled in the DCS Programs with prescription drug benefits.

**1.37.0 Enrollee Submitted Claim(s) or Subscriber Claims** means a claim for benefits submitted by an Enrollee to the Contractor for direct reimbursement.

**1.38.0 ET** means prevailing Eastern Time.

**1.39.0 Final Paid Claim** means a [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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[REDACTED]

[REDACTED]

**1.40.0 First Fill** means an Enrollee’s initial or very first dispensing of a Specialty Drug/Medication covered under The Empire Plan Specialty Pharmacy Program.

**1.41.0 Flexible Formulary Drug List** means a Preferred Drug List in which Brand Drugs may be assigned to different copayment levels based on value to the DCS Program and clinical judgment. In some cases, drugs may be excluded from coverage if a therapeutic alternative or over-the-counter drug is available.

**1.42.0 Generic Drug** means a prescription drug sold under its chemical name or drug sold under a name other than its chemical name by a manufacturer other than the manufacturer that held the original patent for the active ingredient in the drug. The term Generic Drug shall include “authorized generics” marketed by or in conjunction with the manufacturer that is the holder of the original patent for the active ingredient of the drug. Any drug approved through an FDA Generic Drug approval process, including any FDA approval process established for approving generic equivalents of brand name biologic drugs, shall be classified as a Generic Drug. For The Empire Plan and SEHP, the contractor shall utilize the Department’s approved process to replicate the results of the methodology used by the DCS Program as of December 31, 2013, for determining the appropriate classification of drugs. The Excelsior Plan will utilize the Contractor’s book of business PDL classification and tier placement for generic and brand name medications.

**1.43.0 GPI** means Generic Product Identifier as assigned by Medi-Span.

**1.44.0 Grace Period for Specialty Drugs** means the period of time during which enrollees may receive one fill of a Specialty Drug/Medication at a Pharmacy other than the Designated Specialty Pharmacy. Specialty Drugs/Medications identified as being for short-term therapy for which a delay in starting therapy would not affect clinical outcome may not be eligible for the Grace Period for Specialty

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Drugs as recommended by the Contractor and approved in writing by the Department.

**1.45.0 Guaranteed Discount(s)** means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand Drugs expressed as a percent off of AWP dispensed through the Mail Service Pharmacy Process. For Specialty Drug/Medications dispensed through the Specialty Pharmacy Program, Guaranteed Discounts means the Contractor's fixed, contracted, guaranteed Ingredient Cost discounts for Brand and Generic drugs expressed as a percent off of AWP.

**1.46.0 Guaranteed Dispensing Fee** means the quoted dispensing fee(s) the Contractor guarantees for Generic, Brand and Compound Drugs for Prescriptions dispensed at the Mail Service Pharmacy.

**1.47.0 Guaranteed Maximum Dispensing Fee(s)** means the quoted dispensing fee(s) the Contractor guarantees that the actual average dispensing fee assessed under Pass Thru Pricing will not exceed. This Guaranteed Maximum Dispensing Fee(s) is applicable to the DCS Program for Generic, Brand, and Compound Drugs, calculated separately, for prescriptions dispensed by Network Pharmacies.

**1.48.0 Guaranteed Minimum Discount(s)** means the guaranteed Ingredient Cost discount(s) as expressed as a percent off of the aggregate AWP and is applicable to Generic and Brand Drugs, separately, dispensed through Retail Pharmacy Network as well as Generic Drugs dispensed through the Mail Service Pharmacy Process.

**1.49.0 Hard Edit** means a Network Pharmacy claims adjudication edit that will result in denial of the claim.

**1.50.0 HIPAA** means the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended

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- 1.51.0 Ingredient Cost(s)** means the cost to the Plan for a specific drug, or drugs dispensed to an Enrollee exclusive of any associated dispensing fee(s), other costs, or Copayments through application of the Program's Lesser of Logic.
- 1.52.0 Key Subcontractor** means those vendors with whom the Contractor subcontracts to provide DCS Program Services and incorporates as a part of the Contractor's Project Team.
- 1.53.0 Limited Distribution Drug** means a Specialty Drug/Medication whose distribution is limited by the manufacturer to select Pharmacies and as a result of this restriction is not available to be dispensed from the Designated Specialty Pharmacy and/or Mail Service Pharmacy.
- 1.54.0 Mail Service Pharmacy Process** means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees through the mail or other home delivery service, excluding any drug eligible under the Specialty Pharmacy Process. For those DCS employee groups not participating in the Specialty Pharmacy Process, the Mail Service Pharmacy Process means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees through the mail or other home delivery service including any drug that could be classified as a Specialty Drug/Medication, or that require special preparation or handling, using one or more Mail Service Pharmacy Process Facilities or other entities approved as distribution channels for dispensing Limited Distribution Drugs to Enrollees through the Mail Service Pharmacy Process. Prescriptions are considered to be submitted through the Mail Service Pharmacy Process if they are submitted by phone, fax, internet, e-prescribing or mail to any Mail Service Pharmacy Process Facility. All Prescriptions filled through the Mail Service Pharmacy Process shall be processed in strict accordance with the provisions of this Agreement including all pricing provisions related to the Mail Service Pharmacy Process. Prescriptions dispensed through the Retail Pharmacy Network and delivered to the Enrollee through the mail shall not be considered to have been filled through the Mail

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Service Pharmacy Process provided the Enrollee or their Physician presented the Prescription directly to the dispensing Network Pharmacy. The Contractor or its Key Subcontractor will not refer an Enrollee or their Physician to a retail Pharmacy without also making the Enrollee aware of the Mail Service Pharmacy Process.

**1.55.0 Mail Service Pharmacy Process Facility(ies)** means all facilities owned, operated, subcontracted or otherwise affiliated with the Contractor or any Key Subcontractor of the Contractor capable of being utilized by the Contractor in the Mail Service Pharmacy Process, including any mail service intake facility. For those DCS employee groups participating in the Specialty Pharmacy Process, the Designated Specialty Pharmacy is not considered a Mail Service Pharmacy Process Facility. All facilities must meet all legal and contractual requirements.

**1.56.0 Maximum Allowable Cost** means the maximum price the DCS Program shall be charged and the dispensing Network Pharmacy shall be paid on a pass through basis for the Ingredient Cost of a drug required to be included on the DCS Program MAC List managed by the Contractor, which MAC List and ingredient Cost shall be identical for applicable Generic Drugs dispensed at a Mail Service Pharmacy Process Facility.

**1.57.0 Medically Necessary Drug** means any drug which, as determined by the Contractor, is: (i) provided for the diagnosis or treatment of a medical condition; (ii) appropriate for the symptoms, diagnosis or treatment of a medical condition; (iii) within the standards of generally accepted health care practice; and (iv) not used for cosmetic purposes.

**1.58.0 Medical Professional(s)** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) licensed without limitation or restriction to practice medicine. For benefits provided in this Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine

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(D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.

**1.59.0 Narrow Therapeutic Index (NTI) Drugs** means a drug for which small variances in blood levels can cause changes in the effectiveness or toxicity of that drug.

**1.60.0 NDC** means the National Drug Code number assigned to a pharmaceutical product obtained by the manufacturer of the product through a U.S. Food and Drug Administration administered process.

**1.62.0 Network Pharmacy** means a Pharmacy, other than those Pharmacies meeting the definition of Mail Service Pharmacy Process Facilities or a Designated Specialty Pharmacy, which has entered into an agreement with the Contractor, or any Affiliate or Key Subcontractor of the Contractor, to provide Covered Drugs to Enrollees, including limited distribution or Specialty Drugs. The Contractor's records shall be conclusive as to whether a Pharmacy has a Network Pharmacy agreement in effect on the date a drug is dispensed.

**1.62.0 Non-Network Pharmacy** means any Pharmacy, other than a Network Pharmacy, a Mail Service Pharmacy Process Facility or a Designated Specialty Pharmacy, which has not entered into an agreement with the Contractor, or any Affiliate or Key Subcontractor of the Contractor, to provide Covered Drugs to Enrollees. The Plan has no obligation to pay the Pharmacy; the Enrollee must file a claim form with the Contractor in order to receive reimbursement for Covered Drugs.

**1.63.0 Non-Preferred Drug** means an FDA approved prescription drug that is covered by the DCS Program in accordance with the DCS Program Summary Plan Description, but is not included on the Contractor's and/or its Key Subcontractor's Preferred Drug List and will result in a higher drug Copayment for Enrollees.

**1.64.0 NYS** means New York State.

- 1.65.0 NYSHIP** means the New York State Health Insurance Program.
- 1.66.0 NYSIF** means the New York State Insurance Fund.
- 1.67.0 Over-the-Counter Drug (OTC)** means a drug approved by the FDA, which has been determined to be safe and effective for use by the general public without a doctor's Prescription.
- 1.68.0 Participating Agency (PA)** means any unit of local government such as school districts, special districts and district or municipal corporations which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.
- 1.69.0 Participating Employer (PE)** means a public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the State which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.
- 1.70.0 Pass-through Pricing** means the DCS Program is charged the same Ingredient Cost and/or dispensing fee paid to the dispensing Network Pharmacy for the Generic, Brand, or Compound Drug dispensed.
- 1.71.0 Pharmacist** means a person who is legally licensed to practice the profession of Pharmacy. He or she must regularly practice such profession within the scope of their license.
- 1.72.0 Pharmacy or Pharmacies** means any establishment, which is registered as a Pharmacy with the appropriate state licensing agency or is a Veterans Affairs Hospital Pharmacy, and regularly dispenses medications that require a Prescription from a Physician.
- 1.73.0 Pharmacy Benefit Services or Program Services** means all of the services to be provided by the Contractor as set forth in this Agreement.

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- 1.74.0 Pharmacy Submitted Ingredient Cost or Pharmacy Submitted Pricing or Submitted Cost** means the value entered by the Pharmacy in field 409, ‘Ingredient Cost Submitted’ of Telecommunication Standard Version 5.1 issued by the National Council for Prescription Drug Programs, Inc. For purposes of adjudication of Compound claims the value shall be no more than the total AWP of all ingredients in the Compound.
- 1.75.0 Pharma Revenue** means any and all revenues generated from agreements between pharmaceutical manufacturers and the Contractor, or any Affiliate or Key Subcontractor of the Contractor, which relate to DCS Program utilization and/or Pharmacy benefit management services provided under this Agreement. Such revenues include revenue described by any name, but not limited to, revenues described as formulary rebates, market share rebates, administrative fees, AWP caps or by any other name.
- 1.76.0 Physician** means a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.). He or she must be legally licensed without limitations or restrictions, to practice medicine. For benefits provided in this Program, and for no other purpose, Physician also means a Doctor of Dental Surgery (D.D.S.), a Doctor of Dental Medicine (D.D.M), a Podiatrist and any other health care professional licensed to prescribe medication, when he or she is acting within the scope of his or her license.
- 1.77.0 Plan/DCS Program** means the New York State Health Insurance Program’s Empire Plan Prescription Drug Program, the Excelsior Plan Prescription Drug Program and the Student Employee Health Program (SEHP) Prescription Drug Program.
- 1.78.0 Plan Sponsor** means the Council on Employee Health Insurance, which is composed of the President of the Civil Service Commission, Director of the Governor’s Office of Employee Relations, and the Director of the Division of Budget.



- 1.79.0 Plan Year** means the period from January 1st to December 31st in each Plan Year, unless specified otherwise by the DCS.
- 1.80.0 Preferred Brand Drug** means an FDA approved brand name prescription drug that is included on the Preferred Drug List developed by the Contractor for the DCS Program.
- 1.81.0 Preferred Drug List or PDL** means a list of FDA approved brand name and generic prescription drugs developed by the Contractor for the Program. Unless otherwise specified, this definition applies to all four of The Empire Plan PDLs including: (1) the Flexible Formulary Drug List; (2) Enhanced Flexible Formulary; (3) Empire Plan Medicare Rx and Bonus Drug List, as well as the (4) Contractor's book of business PDL which applies to Enrollees/Dependents with Excelsior Plan benefits (Excelsior Plan PDL).
- 1.82.0 Prescription/Prescription Order** means the written or oral request for drugs issued by a Medical Professional duly licensed to make such a request in the ordinary course of his or her professional practice. This order must be written in the name of the person for whom it is prescribed or be an authorized refill of that order.
- 1.83.0 President** means the President of the Civil Service Commission and the Commissioner of the DCS.
- 1.84.0 Program Services or Pharmacy Benefit Services** means all of the services to be provided by the Contractor as set forth in this Agreement.
- 1.85.0 Program Team** means the Contractor and those Key Subcontractors, if any, utilized by the Contractor who collectively undertake and perform the Program Services which are the subject of the Agreement.

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**1.86.0 Proposal** means the Contractor’s Administrative Proposal, Technical Proposal and Cost Proposal, including all responses to supplemental requests for clarification, information, or documentation, submitted during the course of the Procurement.

**1.87.0 Regulations of the President of the New York State Civil Service Commission** means those regulations promulgated by the President of the Civil Service Commission under the authority of Civil Service Law, Article XI, as amended, and including, but not limited to those regulations to be promulgated as 4 New York Code of Rules and Regulations (NYCRR) Part 73.

**1.88.0 Renewal Date** means January 1, 2015, and annually thereafter up to and including January 1, 2018.

**1.89.0 Retail Pharmacy Network** means the Contractor’s credentialed network of participating independent or chain Pharmacies, and specialty Pharmacies contracted to deliver services to Enrollees.

**1.90.0 Retiree** means any person defined as a Retiree pursuant to the terms of 4 NYCRR Part 73, as amended.

**1.91.0 RFP or Procurement** means the Request for Proposals entitled “Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and the New York State Insurance Fund Workers’ Compensation Prescription Drug Programs.”

**1.92.0 Specialty Drugs/Medications** means drugs that treat rare disease states; drugs requiring special handling, special administration, or intensive patient monitoring/testing; biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or, other drugs used to treat patients with chronic or life threatening diseases identified as specialty medications through the mutual agreement of the parties.

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- 1.93.0 Specialty Pharmacy Process/ Specialty Pharmacy Program** means the method that the Contractor employs to accept, process, and dispense Prescriptions for Covered Drugs to Enrollees through the Designated Specialty Pharmacy or a Limited Distribution Drug Pharmacy, for those employee groups participating in the specialty pharmacy benefit. Prescriptions are considered to be submitted through the Specialty Pharmacy Process if they are a Limited Distribution Drug submitted directly to the Limited Distribution Drug Pharmacy, or if they are a Specialty Drug/Medication submitted directly to the Designated Specialty Pharmacy, by phone, fax, internet, e-prescribing or mail. All Prescriptions filled through the Specialty Pharmacy Process shall be processed in strict accordance with the provisions of the contract to be agreed upon by the Department and the Contractor.
- 1.94.0 State** means the DCS acting in its statutory authority as the administrator of NYSHIP's Empire Plan Prescription Drug Program and/or State of New York.
- 1.95.0 Summary Plan Description(s) SPD** means the document(s) issued pursuant to an attached by reference to the Agreement. The SPD is issued to Enrollees and describes DCS Program benefits. The SPD includes the initial SPD and amendments, if any.
- 1.96.0 Therapeutically Equivalent** means drugs that can be expected to produce essentially the same therapeutic outcome and toxicity.
- 1.97.0 Transition Plan** means a written plan which outlines the tasks, milestones and deliverables associated with transitioning the DCS Program from the Contractor to a successor contractor.
- 1.98.0 Usual and Customary (U&C)** means the retail price charged to the general public as submitted by the dispensing retail Pharmacy during claims processing.

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**1.99.0 Vestee** means a former Employee who is entitled to continue benefits under NYSHIP because he/she has met all the requirements for NYSHIP coverage as a Retiree, except for age eligibility for pension, at the time employment terminates.

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

“4.1.6h Exhibit H: Drug Savings Review Program Administration Fees and Return on Investment Guarantee.”

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 F, Financial Guarantee, Exhibit G, Vaccination Network Pricing, and Exhibit H, Drug Savings Review Program Administration Fees and Return on Investment Guarantee.”

IV. Section 6.13.3a(12) of the Agreement is revised to read as follows;

“**6.13.3a(12)** Providing a simple, user friendly method(s) of ordering, reordering, and transferring Prescriptions from retail and mail to the Designated Specialty Pharmacy(ies) including pre-addressed postage paid Specialty Pharmacy Program envelopes. The Contractor must send a Specialty Pharmacy Program letter to Enrollees who have received a First Fill of a Specialty Drug/Medication through a Network Pharmacy. The letters must be sent within seven (7) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication subject to the Designated Specialty Pharmacy Hard Edit and within thirty (30) Days of the Prescription being filled to Enrollees who have received a Specialty Drug/Medication subject to the Designated Specialty Pharmacy Passive Edit. Enrollees are allowed one Grace Period for Specialty Drugs/Medications unless they are Specialty Drugs/Medications, as recommended by the Contractor and approved in writing by the Department, identified as being for short-term therapy for which a delay in starting therapy would not affect clinical outcome.”

V. Article 6.17.0, Clinical Management/Drug Utilization Review (DUR), of the Agreement is hereby amended by adding the following new Section 6.17.6:

“6.17.6 Drug Savings Review”

“6.17.6a The Drugs Savings Review administration fee and return on investment guarantee are set forth in Exhibit H;

**VI.** Section 6.18.12 of the agreement is revoked in its entirety;

**VII.** Section 16.3.1 of the Agreement is revised to read as follows;

**“16.3.1 *Quarterly Financial Summary Reports:*** The Contractor must submit quarterly financial reports which present the DCS program’s experience for the most recent quarter (based on a Calendar Year) and the experience from the beginning of the Calendar Year to the end of the quarter being reported. The quarterly reports must also include projections of:

- annual financial performance;
- assessment of DCS Program costs;
- incurred claim triangles;
- Pharma Revenue;
- coordination of benefit recoveries;
- audit recoveries;
- drug settlement and litigation recoveries;
- administrative expenses
- premium projection for subsequent plan year
- trend statistics; and
- such other information as the Department deems necessary
- The reports are due on a quarterly basis, fifteen (15) Days after the end of the reporting period.”

**VIII.** Exhibit E to the Agreement is deleted in its entirety and replaced with a new Exhibit E, dated October 1, 2015.

**IX.** Exhibit G to the Agreement is deleted in its entirety and replaced with a new Exhibit G, dated July 22, 2015. The Parties anticipate replacing Exhibit G only in the event of vaccine pricing changes from the previous year.

**X.** Exhibit H, attached to this Third Amendment, is hereby incorporated into and made a part of the Agreement.

**XI.** Appendix D is deleted in its entirety and replaced with a new Appendix D. Appendices D-1 and D-2 dated November 3, 2015 are hereby incorporated into and made part of the Agreement

**XII.** Except as expressly amended by the First Letter Amendment and the Second and Third Amendments, all terms and conditions of the original Agreement shall remain in full force and effect.

XIII. This Third 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Third 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 Third 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: November 20, 2015 By: [Redacted]  
Name: Lola W. BRANNAN  
Title: Executive Deputy Commissioner

CAREMARKPCS HEALTH, L.L.C.

Date: November 16, 2015 By: [Redacted]  
Name: Bruce C. Lyons  
Title: Senior Vice President

LEGAL REVIEW

STATE OF Illinois ) ss:  
COUNTY OF Cook



On the \_\_\_\_\_ day of November 16, 2015, before me personally came Bruce C. Lyons, 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 Senior Vice. President 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: May 27, 2016

[Redacted Signature]

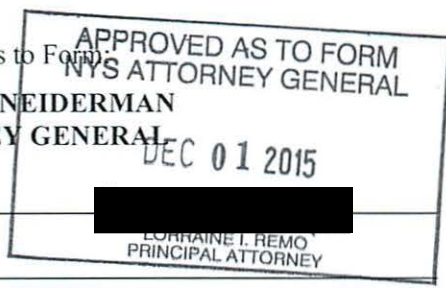
NOTARY PUBLIC

Approved as to Form

ERIC SCHNEIDERMAN  
ATTORNEY GENERAL

By: [Redacted]

Date: \_\_\_\_\_



Approved:

THOMAS P. DINAPOLI  
COMPTROLLER

By: [Redacted]

Date: 2/26/16















**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)

<b>Seasonal Vaccines*</b>	<b>Cost of Drug</b>
Influenza (Injectable Trivalent)	■ flat rate
Influenza (Intradermal/Injectable Quadrovlent/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.

<b>Non-Seasonal Vaccines</b>	<b>Vaccination Administration Fee</b>
Zostavax	■
Pneumococcal	■
Meningococcal	■

\* 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 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.



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**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The Department of Civil Service is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“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. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Civil Service (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”). The 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 this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the 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 the Contract.

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the 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 it 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.

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

- A. The 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. The Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and subcontractor performing work on the Contract (“Subcontractor”) 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 the Department to award the Contract to the Contractor.
  3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement (see Appendix D-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity 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 Subdivisions (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 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a 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 Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form MWBE-100 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted 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.
  3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the 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 the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The 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, the Department shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver 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 MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE 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 MWBE Contractor Compliance Report**

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the Department by the 10<sup>th</sup> 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 the Department determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the 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, the 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 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.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

CaremarkPCS Health, L.L.C., the (awardee/contractor) contractor, agree to adopt the following policies with respect to the project being developed or services rendered at the New York State Department of Civil Service.

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Department and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO** (a) This organization 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 programs of affirmative action to ensure that minority group members 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 on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract

Agreed to this 16<sup>th</sup> day of November, 2015



By \_\_\_\_\_

Print: Bruce C. Lyons Title: Senior Vice President

Raul Suarez-Rodriguez is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)  
responsible for administering the Minority and Women-Owned Business Enterprises- Equal  
Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

4% Minority and Women's Business Enterprise Participation

0% Minority Business Enterprise Participation

0% Women's Business Enterprise Participation

**EEO Contract Goals**

% Minority Labor Force Participation

% Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: SUPPLIER DIVERSITY MANAGER

Date: 11-23-15



## Division of Minority and Women's Business Development

### Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.

#### **GETTING STARTED**


To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract’s project manager. For verification, in the email, include your business name and contact information.

#### **VENDOR RESPONSIBILITIES**

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on



all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.