

**SECOND AMENDMENT to  
AGREEMENT NO. #C000718  
between  
NEW YORK STATE DEPARTMENT OF CIVIL SERVICE  
and  
CAREMARKPCS HEALTH, L.L.C.**

This Second Amendment ("Second Amendment") to Agreement #C000718, 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 Building 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 New York State Attorney General's Office and the New York State Office of the State Comptroller; and

WHEREAS, the Parties previously entered into a letter amendment ("First Amendment"), dated January 14, 2019, to clarify the term of the Agreement; and

WHEREAS, when the Agreement was established, the novel coronavirus, COVID-19, had not manifested nor been declared a public health emergency and the Agreement included limited, specific coverage for seasonal and non-seasonal vaccines; and

WHEREAS, the entire nation has undertaken a massive effort to inoculate the population against the novel coronavirus, COVID-19; and

WHEREAS, the Parties wish to amend this Agreement to incorporate provisions for the administration of and reimbursement for the novel coronavirus, COVID-19, vaccination program.

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

- I. Section 4.1.6 is hereby revoked in its entirety and replaced with a new 4.1.6 as follows:

**4.1.6** The following Exhibits attached and incorporated by reference to the body of the Agreement:

- 4.1.6a** Exhibit A: which includes: the MacBride and Non-Collusive Bidding Certification;
- 4.1.6b** Exhibit B: the Request for Proposals entitled "Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs," dated May 29, 2018, and Exhibit B-1, the official Procuring Agencies response to questions raised concerning the RFP;
- 4.1.6c** Exhibit C: the Contractor's Proposal and Exhibit C-1 the Contractor's written responses to the Technical Management Interview;
- 4.1.6d** Exhibit D: The Empire Plan Certificate of Insurance;
- 4.1.6e** Exhibit E: Specialty Pharmacy Process Dispensing Fees;
- 4.1.6f** Exhibit F: Financial Guarantee;
- 4.1.6g** Exhibit G: Vaccination Administration Fees; and
- 4.1.6h** Exhibit H: COVID-19 Vaccination Enrollment Form.

- II. Section 4.1.7 is hereby revoked in its entirety and replaced with a new 4.1.7 as follows:

**4.1.7** In the event of any inconsistency in, or conflict among, the document elements of the Agreement identified above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

- 4.1.7a** First, Appendix A – Standard Clauses for All New York State Contracts;
- 4.1.7b** Second, Appendix B – Standard Clauses for All Department of Civil Service Contracts;
- 4.1.7c** Third, Appendix C – Third Party Data Connection and Data

- Exchange Agreement; and Appendix C-1 ITS-AGS: Information Security;
- 4.1.7d** Fourth, Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures; Appendix D-1 Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Policy Statement; and Appendix D-2: MWBE Utilization Reporting Responsibilities under Article 15-A;
  - 4.1.7e** Fifth, any Amendments to the body of the Agreement;
  - 4.1.7f** Sixth, the body of the Agreement;
  - 4.1.7g** Seventh, Exhibit A, the MacBride and Non-Collusive Bidding Certification;
  - 4.1.7h** Eighth, Exhibit B, the Request for Proposals entitled “Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan and New York State Insurance Fund Workers’ Compensation Prescription Drug Programs,” dated May 29, 2018, and Exhibit B-1, the official Procuring Agencies response to questions raised concerning the RFP;
  - 4.1.7i** Ninth, Exhibit C: the Contractor’s Proposal; and Exhibit C-1 the Contractor’s written responses to the Technical Management Interview;
  - 4.1.7j** Tenth, Exhibit D, The Empire Plan Prescription Drug Program Certificate of Insurance;
  - 4.1.7k** Eleventh, Exhibit E, Specialty Pharmacy Process Dispensing Fees;
  - 4.1.7l** Twelfth, Exhibit F, Financial Guarantee;
  - 4.1.7m** Thirteenth, Exhibit G, Vaccination Administration Fees; and
  - 4.1.7n** Fourteenth, Exhibit H: COVID-19 Vaccination Enrollment Form.

**III.** Section 6.20.0 Vaccination Network, is hereby revoked in its entirety and replaced with a new Section 6.20.0 Vaccination Network as follows:

**6.20.0 Vaccination Network**

The Contractor will arrange for provision of vaccine services permitted by applicable law, through the Contractor's Vaccination Network, for non-Medicare primary enrollees to obtain seasonal and non-seasonal preventive vaccinations and COVID-19 vaccinations when administered by a licensed pharmacist or, when authorized by applicable law or regulation, a pharmacy intern or other authorized title.

**6.20.1 Seasonal Vaccines.** Seasonal vaccines (vaccines for influenza) are subject to annual enrollment, as vaccine availability, pricing terms and dates of service may change from year to year.

**6.20.2 Non-Seasonal Vaccines.** Non-Seasonal Vaccines (vaccines for viruses other than influenza) will be in effect until superseded or revoked by the Department through written notice to the Contractor.

**6.20.3 COVID-19 Vaccines.** COVID-19 vaccines are subject to the Department's enrollment, in accordance with the provisions of Exhibit H: COVID-19 Vaccination Enrollment Form. Exhibit H: COVID-19 Vaccination Enrollment Form is subject to change during the course of this Agreement, as vaccine availability and pricing terms may change, in accordance with section 2.2.0.

**6.20.4 Contractor's Vaccination Network** is a subset of the Network Pharmacies, which have elected to administer vaccinations consistent with the terms of this Section 6.20.0. Contractor shall provide the Department with a listing of Network Pharmacies participating in the Vaccination Network upon request. Generally, in-pharmacy health care clinics do not participate in the Vaccination Network. Not all Network Pharmacies participating in the Vaccination Network regularly stock all the vaccines that may be administered pursuant to this Section 6.20.0. Participating Network Pharmacies may decline to provide vaccinations to minors based on state law or clinical considerations

- IV.** Article XII, DCS Program Claims Reimbursement, Section 12.13.3 is renumbered to 12.13.4 and the following new Section 12.13.3 is added:

**12.13.3** The COVID-19 vaccine shall be charged to the Program in accordance with the provisions of Exhibit H: COVID-19 Vaccination Enrollment Form. The Parties acknowledge that Exhibit H: COVID-19 Vaccination Enrollment Form is subject to change during the course of this Agreement, as vaccine availability and pricing terms may change, in accordance with section 2.2.0.

V. Exhibit G, Vaccination Administration Fees, is amended to add the following note to the bottom of the page:

*Note: The administration fee for the COVID-19 vaccination program is set forth in Exhibit H, COVID-19 Vaccination Enrollment Form.*

VI. Exhibit H, COVID-19 Vaccination Enrollment Form, is added, attached and incorporated by reference to the body of the Agreement.

VII. Except as expressly amended by this Second Amendment, all terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

VIII. Upon approval by the NYS Attorney General's Office and the NYS Office of the State Comptroller, this Second Amendment shall be deemed effective as of January 1, 2021.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to Agreement #C000718 to be duly executed on the day and year appearing opposite their respective signatures.

Agency Certification: "In addition to the acceptance of this Second 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."

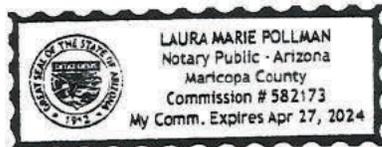
NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

Date: 9/21/21 By: [Redacted]  
Name: Rebecca A Cross  
Title: Acting Commissioner

CAREMARKPCS HEALTH, L.L.C.

Date: May 4, 2021 By: [Redacted]  
Name: Lara Church  
Title: Senior Vice President, Client Analytics

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss:



On the 4th day of May, 2021, before me personally came Lara Church, 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 corporation or organization described in and which executed the above instrument; and that (s)he signed his/her name thereto.

My commission expires: April 27, 2024 [Redacted]

NOTARY PUBLIC

Approved as to Form:  
LETITIA JAMES  
ATTORNEY GENERAL

Approved:  
THOMAS P. DINAPOLI  
COMPTROLLER

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

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

APPROVED  
DEPT. OF AUDIT & CONTROL  
Nov 08 2021  
James M. Iwaneczko  
FOR THE STATE COMPTROLLER

## Exhibit H: COVID-19 Vaccination Enrollment Form



CVS Health COVID-19 Vaccination Program  
COVID-19 Vaccination Network –COVID-19 Vaccines  
Enrollment Form for Health Plan clients

2020-2021

### CLIENT USE - Summary of Program:

- Nationwide Covid-19 Vaccination Network.
- Covers COVID-19 reimbursement to pharmacies for administration of the vaccine.
- Patient prescription benefit coverage is required for this program.
- COVID-19 vaccines can only be administered once the vaccine has received FDA approval or Emergency Use Authorization and has been released to the marketplace by the manufacturer.
- Enrollment in the COVID-19 Vaccination Program is only applicable during the time that the federal government is funding the cost of the vaccine ("Government Funding Phase"). You will be in the Program until the Government Funding Phase is terminated. Once the Government Funding Phase is no longer providing zero cost vaccines for all Americans, a new COVID-19 Vaccination Program Enrollment Form will be sent to you.
- Enrollment in the COVID-19 Vaccination Program requires client sign-off and benefit coding.

### Reimbursement Rates

For vaccine administrations occurring on or before March 14, 2021, CVS Health reimbursement rates for the COVID-19 Vaccination Program for all lines of business (excluding a Medicare line of business) we service, are as set forth below:

- \$16.94 to be reimbursed to pharmacies for the first (1<sup>st</sup>) COVID-19 vaccine dose.
- \$28.39 will be reimbursed to pharmacies for the second (2<sup>nd</sup>) dose for those COVID-19 vaccines requiring two (2) doses.
- \$28.39 will be reimbursed to pharmacies for COVID-19 vaccines requiring a single dose only.

For vaccine administrations occurring on or after March 15, 2021, CVS Health reimbursement rates for the COVID-19 Vaccination Program for all lines of business (excluding a Medicare line of business) we service, are as set forth below:

- \$40.00 to be reimbursed to pharmacies for the first (1<sup>st</sup>) COVID-19 vaccine dose.
- \$40.00 will be reimbursed to pharmacies for the second (2<sup>nd</sup>) dose for those COVID-19 vaccines requiring two (2) doses.
- \$40.00 will be reimbursed to pharmacies for COVID-19 vaccines requiring a single dose only.

**NOTE:** If a patient receives a subsequent dose after the second dose deadline date set by the vaccine manufacturer, such subsequent dose will be billed as a first dose and a subsequent, timely, dose will be billed as a second dose.

- All CVS Caremark contracted retail pharmacies will be solicited to be included in the COVID-19 Vaccination Network
- This COVID-19 Vaccination Network applies to all of client's covered members unless otherwise instructed by client.
- Participating retail pharmacies will utilize NCPDP standards for claims submission and CDC and ACIP guidelines when administering the COVID-19 vaccine
- Client will be invoiced for COVID-19 vaccine administration on its standard PBM services invoice.

**Vaccinations provided through the CVS Pharmacy COVID-19 Vaccination Network shall be excluded from the calculation of financial and performance guarantees in the PBM services contract between client and CVS Health. The pharmacy will be responsible for the determination of the second dose and will submit the appropriate NCPDP code.**

By signing below, Client agrees to participate in the CVS Health COVID-19 Vaccination Network, as indicated. Client understands and agrees to the terms and conditions stated above. This Enrollment Form and the PBM services contract between client and CVS Health constitute the entire agreement of the parties with respect to the subject matter of this Enrollment Form, and supersede any and all other agreements, writings, and understandings.

Client Info: (Please Print)

*New York Department of Civil Service* *Albany, NY 12239*  
 Client Name Client Address / City / State / Zip

*James DeWan* *4-21-21*  
 Client Contact Name Date Signed

 *Director, Employee Benefit*  
 Authorized Client Signature Title

**INTERNAL (ACCOUNT TEAM) USE ONLY**

**Instructions:**

Fill out this section completely and obtain client's signature on the Enrollment Form. Work with your BRM to submit a BAR case with the completed and signed Enrollment Form attached.

Account Team Information	
SAE/AE Name:	Matt Hall
Email:	
AM Name:	William Liebrich
Email:	
Health Plan Client Information	
Client Name:	State of New York
Client Name aka/fka/abbreviation (if applicable):	SONY/NYSHIP (New York State Health Insurance Plan)
Carrier ID(s):	6027
Total Lives:	800,000
Client Type	
Line of Business (not applicable to Medicare):	Government
<input checked="" type="checkbox"/> Entire Client <input type="checkbox"/> Partial Client (provide hierarchy in an excel document)	
Effective Date:	TBD
RxID Card Information (required for pharmacy communications- review BPG info in RxClaim to obtain)	
RxBin#	004336
RxPCN	ADV
RxGroup	RX6027