

**CONTRACT NO.: DMS 13/14-011**  
**BETWEEN**  
**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**CAREMARKPCS HEALTH, L.L.C.**

**AMENDMENT NO.: 4**

This Amendment to Contract No.: DMS 13/14-011 (the "Contract") is by and between the State of acting through the Florida Department of Management Services (the "Department") and CaremarkPCS Health, L.L.C. ("Service Provider"), and collectively known as the "Parties."

**WHEREAS**, Service Provider entered into the Contract with the Department for Pharmacy Benefit Management Services on August 29, 2014;

**WHEREAS**, State of Florida Executive Order No.: 20-85, issued on March 26, 2020 (see Exhibit 1), directed the Department to implement provisions therein, effective immediately through the expiration of Executive Order No.: 20-52;

**WHEREAS**, section 1.1 Definitions, defined term "Services", and section 11.7 Best Pricing of the Contract, expressly allows for amendments to be made to the Contract;

**NOW THEREFORE**, in consideration of the foregoing premises, the Parties do hereby agree to amend the Contract as follows:

1. The above Whereas clauses are incorporated as if fully stated herein.
2. Section 1.1 Definitions, defined term of "Contract" is hereby deleted in its entirety and replaced with the following:

"Contract" means this agreement between the Department and Service Provider consisting of, in order of precedence, the following documents:

1. This agreement, including Exhibits A (Administrative Requirements), Exhibit B (Performance Guarantees), Exhibit C (Plan Booklet and Benefits Document), Exhibit D (Approved Subcontractors), Exhibit E (Fees, Claims, Clinical Programs, and Drug Lists), Exhibit F (Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HITECH Act Compliance Agreement), and Exhibit G (Vaccine Program Terms and Conditions). In the event of conflict between this agreement document and the Exhibits, the Exhibits will control.
2. The [PUR Form 1000](#), General Contract Conditions, is incorporated herein by reference. The Parties agree that the following provisions of the PUR 1000 are not applicable to this Contract: 2-13, 17, 20-23, 26-29, 31, 34-35.
3. Exhibit G: Vaccine Program Terms and Conditions, is added to the Contract, as attached to this Amendment and incorporated herein by reference.
4. The Vaccine Program services set forth in Exhibit G, are to be provided while State of Florida Executive Order Nos.: 20-52 and 20-85 are effective, from March 26, 2020, through expiration of either order, including any extensions thereof. The Vaccine Program services

shall also be provided beginning on July 1, 2020, per Section 8(3)(b)5 of the General Appropriations Act, if not hereafter altered, or as otherwise provided for in that Act upon signature of the Governor.

5. This Amendment and all of its Attachments and Exhibits are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
6. This Amendment is effective upon last signature of the Parties and applies retroactively to March 26, 2020.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

**SO AGREED** by the Parties' authorized representatives on the dates noted below:

**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

DocuSigned by:

*Tami Fillyaw*

**Tami Fillyaw, Chief of Staff**

5/15/2020 | 8:41 AM EDT

**Date**

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

DocuSigned by:

*Diane Galo*

**Signature**

Diane Galo, Vice President and Group Head

**Print Name and Title**

5/14/2020 | 12:58 PM EDT

**Date**

## Exhibit G

### Vaccine Program Terms and Conditions

This Vaccine Program Terms and Conditions Exhibit (“Exhibit”) describes Service Provider’s Vaccine Program (the “Program”), pursuant to which Service Provider shall arrange for the provision of certain vaccination services through participating retail pharmacies to those individuals selected by the Department, as set forth below.

**1. Program Overview.** The Program consists of the following three (3) components, as described further in this Exhibit: (a) an eligibility-based program for seasonal influenza vaccines (the “**Influenza Program**”); (b) an eligibility-based program for vaccines other than the seasonal influenza vaccines (the “**Non-Seasonal Program**”); and (c) a retail voucher-based program for seasonal influenza vaccine (the “**Retail Voucher Program**”). These components are collectively referred to herein as the “Program” with respect to terms or conditions that apply to all components. Each Program component is optional and the Department may elect to participate in or end its participation in any or all Program components at any time, as set forth in Section 1.5, below.

**1.1 Influenza Seasons.** The Influenza Program and the Retail Voucher Program provide coverage for influenza vaccines. Influenza vaccine formulation generally changes each year. Accordingly, the exact vaccine options and pricing may vary each Flu Season. A “Flu Season” will generally begin in August or September of a calendar year and continue for several months thereafter into the succeeding calendar year, typically ending in April. Influenza vaccine formulated for one Flu Season will generally be labeled with an expiration date corresponding to the end of the respective Flu Season, after which date influenza vaccine will generally no longer be available in the marketplace until the following Flu Season. Specific Program offerings may also vary from one Flu Season to the next based on relevant considerations, including, but not limited to, vaccine availability, client requests, and availability of qualified personnel to administer vaccinations.

**1.2 Eligibility-Based Coverage.** Under the Influenza Program and the Non-Season Program, Participants desiring a vaccination covered by the Department’s Plan, may receive such vaccination upon presentation of a valid prescription benefit ID Card, at a Participating Vaccine Pharmacy (as defined below), and payment of the applicable Cost Share, if any.

**1.3 Participating Vaccine Pharmacies.** Participating Pharmacies administering vaccinations under the Program are referred to herein as “Participating Vaccine Pharmacies”. Not all Participating Pharmacies are able to administer vaccinations under the Program. Subject to pharmacy schedule and vaccine availability, Participating Vaccine Pharmacies shall administer the vaccination(s) covered under the Program components elected by the Department in accordance with the terms of this Exhibit. Availability of vaccines may vary by Participating Vaccine Pharmacy location. MinuteClinic locations may elect to participate in the Program. The annual notification provided to the Department by Service Provider, pursuant to Section 2.4 of this Exhibit, shall confirm whether MinuteClinic shall be a Participating Vaccine Pharmacy under the Program during an annual Flu Season. At the Department’s request Service Provider shall provide the Department with a current list of Participating Vaccine Pharmacies. The Department understands and acknowledges that all Participating Pharmacies are offered the opportunity to administer vaccinations as Participating Vaccine Pharmacies in the Broader Vaccine Network (as defined in Section 2.1, below), but not all Participating Pharmacies have chosen to do so.

**1.4 Program Elections.** Unless otherwise specified herein, the Department's elections regarding the Program shall be made through the Benefits Document, as defined in the Agreement, as amended from time to time with the Department's written approval.

**1.5 Terminating Participation.** The Vaccine Program shall continue for as long as Service Provider continues to offer the Program and the Department continues to elect to participate in the Program, even in the event that the Department elects not to participate in, or Service Provider elects not to offer, any specific Program component during any portion of the Term of the Agreement. The Department may, upon at least thirty (30) days' prior written notice to Service Provider, terminate participation in (a) the Influenza Program component and/or the Voucher Program component as of the end of any Flu Season, and (b) the Non-Seasonal Program component at any time.

**2. Influenza Program Terms.** The following terms apply to the Influenza Program.

**2.1 Network Options.** Service Provider offers two Participating Vaccine Pharmacy networks under the Influenza Program, the Broader Vaccine Network, and the CVS Only Vaccination Network. The Department has the option to participate in either network option, but no Department Plan may participate in both networks simultaneously. The Broader Vaccine Network includes any Participating Vaccine Pharmacies participating in the Program. The CVS Only Vaccination Network consists only of CVS/pharmacy retail pharmacy locations, including Longs Drugs and Navarro Pharmacy locations.

**2.2 Automatic Enrollment.** Unless the Department has directed Service Provider, in writing, to not implement the Influenza Program, or elected in writing to participate in the CVS Only Vaccination Network, the Department shall be enrolled in the Broader Vaccine Network. If the Department elects to participate in the CVS Only Vaccination Network at any time, the Department's participation in the Broader Vaccine Network shall cease as of the effective date of such election. If the Department has directed Service Provider, in writing, to not implement the Influenza Program, this Section 2 of this Exhibit shall not be applicable and the Department shall not be enrolled in the Influenza Program.

**2.3 Vaccine Fee Composition.** The Department will be invoiced a single charge for each vaccination administered to a Participant under the Influenza Program. This fee shall include the cost of the vaccine, the vaccine administration fee, and the dispensing fee.

**2.4 Vaccine Availability and Annual Pricing Notifications.** Each Flu Season, the influenza vaccinations available through the Influenza Program may vary and may include, but not be limited to, trivalent, quadrivalent, high-dose and/or flu mist vaccines. In addition, pricing for the vaccines available may vary from Flu Season to Flu Season based on availability, wholesale pricing and other relevant factors. Each Flu Season that the Department participates in the Influenza Program Service Provider shall provide the Department written notification of the vaccines that will be available through each of the Broader Vaccine Network and the CVS Only Vaccine Network and the corresponding charges. This written notification shall be provided to the Department not less than thirty (30) days prior to the start of the respective Flu Season and the Department shall have fifteen (15) days from receipt of such notification to make any changes in its Influenza Program elections, including suspending or terminating its participation in the Influenza Program, which changes, if any, shall be made by written notification to Service Provider. If the Department does not elect to change its Influenza Program elections, the charges in

Service Provider's notification to the Department shall apply to any influenza vaccinations administered to Participants under the Influenza Program during the respective Flu Season.

- 2.5 Invoicing.** Service Provider shall invoice the Department pursuant to Exhibit A: Minimum Service Requirements, XII Payment Specifications of the Contract.
- 3. Non-Seasonal Program Terms.** Under the Non-Seasonal Program, certain non-seasonal vaccine offerings may be available from time to time, which will be set forth in the Benefits Document, as approved by the Department in writing. Non-seasonal vaccine services under the Non-Seasonal Program shall be provided on an open-ended basis and not on a Flu Season-specific basis. Elections made in the Benefits Document shall remain in effect for so long as Service Provider offers the Non-Seasonal Program, until modified or terminated by the Department or the termination of the Agreement.
- 3.1 Non-Seasonal Vaccine Availability and Network.** The Non-Seasonal Program will be provided through the Broader Vaccine Network, notwithstanding which, if any, election the Department has made under the Influenza Program, above. Not all Participating Vaccine Pharmacies will stock all available non-seasonal vaccines. Participants should call the pharmacy to confirm availability.
- 3.2 Non-Seasonal Vaccine Pricing.** Non-seasonal vaccines will adjudicate (a) using the same AWP discount and dispensing fee as would a standard 30-day supply brand drug claim at a retail pharmacy under the Agreement, plus (b) an administration fee of [REDACTED] for Zostavax or [REDACTED] for any other available vaccine. In the event of a change in the administration fees set forth in the preceding sentence, Service Provider shall provide the Department written notification of such change at least thirty (30) days prior to the effective date of the change and the Department shall have fifteen (15) days from receipt of such notification to make any changes in its Non-Seasonal Program elections, including suspending or terminating its participation in the Non-Seasonal Program, which changes, if any, shall be made by written notification to Service Provider. If the Department does not elect to change its Non-Seasonal Program elections, the charges in Service Provider's notification to the Department shall apply to any non-seasonal vaccinations administered to Participants under the Non-Seasonal Program on and after the effective date set forth in Service Provider's notification. Service Provider's Retail-90, CVS-90 and Maintenance Choice pricing terms, if any, do not apply to non-seasonal vaccines.
- 3.3 Invoicing.** Service Provider shall invoice the Department pursuant to Exhibit A: Minimum Service Requirements, XII Payment Specifications of the Contract.
- 4. Retail Voucher Program Terms.** The Retail Voucher Program is not eligibility-based. Individuals selected by the Department, who may or may not be Participants obtain an influenza vaccination by presenting a voucher, as further set forth below. Participation in the Retail Voucher Program is optional and if the Department does not elect, in writing, to participate, this Section 4 of this Exhibit shall be of no force or effect. The following terms apply to the Retail Voucher Program, if elected by the Department.
- 4.1 Enrollment Form.** Upon request, Service Provider shall provide the Department with a Retail Voucher Program enrollment form. The enrollment form shall set forth the pricing, the time period the vouchers shall be available for redemption and other relevant Program details.

**4.2 Distribution of Retail Vouchers.** Service Provider shall provide the Department with a portable document file, in PDF format, electronic file ("Electronic File"), from which the vouchers may be printed. The Department shall be responsible for selection of individuals eligible to receive the vouchers ("Voucher Recipients") and distribution of the Electronic File or the vouchers to Voucher Recipients.

**4.3 Redemption of Retail Vouchers.** Service Provider shall arrange for the provision of vaccinations to Voucher Recipients exclusively through the CVS Only Network. The vaccination indicated on the voucher shall be provided upon presentation of a voucher, which must be relinquished at the time the Voucher Recipient receives the vaccination.

**4.4 Invoicing.** Service Provider shall invoice the Department for Retail Voucher Program services in accordance with the rates and terms specified in the respective Program enrollment form. If no invoicing terms are specified in the enrollment form, Service Provider shall invoice the Department monthly and invoices shall be paid within thirty (30) days of receipt.

## **5. Additional Terms.**

**5.1** Vaccinations administered under the Program shall be administered by licensed pharmacists or pharmacist interns in accordance with all laws and regulations applicable to the respective Participating Vaccine pharmacy. Participating Vaccine Pharmacies may decline to provide vaccinations to minors based on state law or clinical considerations. The provision of all Program services is subject at all times to vaccine availability. In the event of an epidemic, pandemic or similar public health incident(s), Participating Vaccine Pharmacies may be unable to purchase and/or supply vaccine, and product held by Participating Vaccine Pharmacies may be subject to superseding requirements imposed by a governmental authority, including, without limitation, potential seizure. Service Provider shall have no liability due to any resulting inability to provide Program services.

**5.2** Vaccinations provided pursuant to the Program may be excluded from the calculation of any and all financial and performance guarantees in the Agreement. Except with respect to collection of Cost Share as agreed to by the Department and Service Provider, Service Provider undertakes no responsibility to bill any payor other than the Department for the services described in this Exhibit or any Program Enrollment Form and specifically disclaims any obligation to engage in any coordination of benefits with respect to such services, except where required by applicable law.

**5.3** This Exhibit shall supersede all previous vaccine pricing agreed to by the Parties, if any. Capitalized terms used, but not otherwise defined in this Exhibit, shall have the meaning set forth in the Agreement.

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-85

(Emergency Management - COVID-19 - Telehealth and Immunizations for State Group Insurance)

**WHEREAS**, on March 1 , 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS** , on March 1 , 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19 ; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can be transmitted among humans through respiratory transmission and presents with symptoms similar to those of influenza;

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention ("CDC") issued the " 5 Days to Slow the Spread" guidance advising individuals to adopt far-reaching social distancing measures , such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, the CDC also recommends consulting your healthcare provider if individuals or members of your household are at high risk for COVID-19 complications , show symptoms of COVID-19, or have otherwise been exposed to the virus; and

**WHEREAS**, the CDC recommends that everyone over the age of six months receive the influenza (flu) vaccine; and



**WHEREAS**, the flu can lead to more serious respiratory diseases that can result in hospitalization or death and individuals with certain health conditions are at a higher risk of flu complications, including many of the same high-risk indicators for COVID-19 complications; and

**WHEREAS**, State Employees across Florida are working tirelessly to support the COVID-19 response effort by providing mission critical support to protect all Floridians; and

**WHEREAS**, the State Group Insurance Program (SGI) provides coverage to State Employees and their dependents ; and

**WHEREAS**, Current SGI coverage includes preventive and sick visits through in-person physician office visits, therefore limiting patient access to care; and

**WHEREAS**, the SGI also provides coverage for immunizations administered by a participating provider, including the flu, which are included on the Advisory Committee for Immunization Practices recommendations list based on a member's age and condition; and

**WHEREAS**, all SGI plan providers have in-network or contracted, Florida-licensed telehealth providers ready to provide health care services effective immediately which would allow state employees to remain in their homes , if sick, and avoid exposure to other sick individuals; or, if not sick, to attend physician appointments without fear of exposure to others; and

**WHEREAS**, as Governor, I am responsible for protecting our state and the health and safety of its residents;

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

**Section 1.** Telehealth

A. I suspend the relevant portions of section 110.123, Florida Statutes, and direct the Secretary of the Department of Management Services to amend the state employee health benefits plan documents effective immediately through the expiration of Executive Order 20-52, including any extensions, to include telehealth services at no additional cost to employees.

B. I suspend the relevant portions of section 110.12315, Florida Statutes, and direct the Secretary of the Department of Management Services to amend the state employee pharmacy benefits plan documents effective immediately through the expiration of Executive Order 20-52, including any extensions, to include telehealth services, as appropriate, to employees participating in the SGI plan.

C. I hereby direct the Department of Management Services, Division of State Group Insurance, to ensure that all state employees have access to telehealth services through the state's contracted HMO plans and PPO organization plan without cost sharing effective immediately through the expiration of Executive Order 20-52, including any extensions.

**Section 2.** Immunizations

A. I suspend the relevant portions of section 110.123, Florida Statutes, and direct the Secretary of the Department of Management Services to amend the state employee health plan benefits plan documents effective immediately through the expiration of Executive Order 20-52,

including any extensions, to provide employees participating in the State Employees' Group Insurance Program the option to receive immunizations covered by the employee's plan in either a participating physician's office pursuant to the participant's current PPO Plan Group Health Insurance Plan Booklet or a participant ' s current HMO contract, or a participating pharmacy in the State Employees' pharmacy benefit manager ' s network.

B. I hereby direct the Department of Management Services, Division of State Group Insurance, to ensure that all cost sharing that would have been applicable to state employees seeking immunization services under this Executive Order for the influenza vaccination be waived effective immediately through the expiration of Executive Order 20-52, including any extensions.

Section 3. This Executive Order shall expire upon the expiration of Executive Order 20-52, including any extensions.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 26th day of March, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
LAUREL M. RICE  
SECRETARY OF STATE

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