

CVS HEALTH AND STATE OF CONNECTICUT COVID-19 TESTING SERVICES AGREEMENT

This COVID-19 Testing Services Agreement (“**Agreement**”) is entered into by and between the **Office of the Connecticut State Comptroller on behalf of the State of Connecticut** (“OSC”, “Comptroller” and/or “State”) and **CVS Pharmacy, Inc.**, a Rhode Island corporation, on behalf of itself and its subsidiaries and affiliates (“CVS”) including MinuteClinic, L.L.C. (on behalf of itself, its subsidiaries and its managed entities) (MinuteClinic, L.L.C. hereinafter referred to as “MinuteClinic,” and together with CVS Pharmacy, Inc., collectively as “CVS Health”). CVS Health and State are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” This Agreement is intended to be binding between the Parties, enforceable in accordance with its terms and conditions.

WHEREAS, on March 10, 2020, Governor Lamont declared a public health emergency to bolster Connecticut’s efforts to contain Novel Coronavirus Disease 2019 (COVID-19) and has taken several emergency actions in response to the COVID-19 outbreak; and

WHEREAS, on April 30, 2020, Governor Lamont issued Executive Order 7GG, which waived the provisions of Conn.Gen.Stat. Section 4a-57 requiring competitive solicitation where the head of a state contracting agency deems such waiver necessary to expedite the procurement of “essential services” defined as necessary for supporting state agencies that are responding to COVID-19, including, including treatment, diagnosis and limiting the risk of transmission of COVID-19 within Connecticut; and

WHEREAS, on May 3, 2020, the Office of the Governor and the Department of Administrative Services, assigned responsibility to the Office of the State Comptroller to enter into contracts on behalf of the State with vendors selected to provide such services, to facilitate payment and to implement testing of identified populations, including employees and other groups covered under group hospitalization and medical and surgical benefits procured by the Comptroller under Conn.Gen.Stat. 5-259; and

WHEREAS, the Comptroller has determined that provision of COVID-19 testing is an essential service and has obtained proposals from vendors identified as having the capacity to provide these essential services, will facilitate payment, and implement testing of identified populations, including employees and other groups covered under group hospitalization and medical and surgical benefits procured by the Comptroller under Conn.Gen.Stat. Section 5-259; and

WHEREAS, Comptroller is empowered, pursuant to Section 3-112 of the Connecticut General Statutes to enter into such contractual Agreements as may be necessary to discharge such duties and to support the statewide response to this health emergency; and

WHEREAS, CVS has agreed to provide the COVID-19 testing services, as defined below, on the terms stated herein;

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

1. Scope of the Agreement

The purpose of this Agreement is to establish the terms and conditions pursuant to which CVS Health will provide COVID-19 Testing Services to State as set forth in Exhibit A, attached hereto. For purposes of this Agreement, COVID-19 Testing Services are defined as the provision of drive

through Swab and Send (“S&S”) testing services at selected CVS retail locations. The COVID-19 Testing Services are further outlined in Exhibit B, attached hereto.

2. State Roles and Responsibilities

- a. State shall be solely responsible for ensuring that the COVID-19 Testing Services do not violate any laws or regulations governing medical testing of its workforce.
- b. State shall be solely responsible for all State protocols relating to COVID-19 testing, including, but not limited to, protocols for employee screening, maintaining a safe workplace, and returning to work.
- c. State must provide CVS Health with a list of individuals eligible for testing (the “HR Data File”), in a format determined by CVS Health, at least fourteen (14) days in advance of the first testing date.
- d. At least fourteen (14) days in advance of the first testing date, State shall assign points of contact for billing and for the HR Data File, as set forth in Exhibit D.
- e. During the Term of this Agreement, Comptroller shall facilitate communications among other State agencies and groups involved in the Corona virus response effort, and take all reasonable efforts to provide CVS Health with relevant information needed to provide the Services contemplated.

3. CVS Health Roles and Responsibilities

- a. CVS Health shall provide personnel to conduct the COVID-19 tests, COVID-19 testing kits, and ancillary testing-related supplies necessary to provide COVID-19 Testing Services.
- b. CVS Health shall provide State with COVID-19 test results, as further detailed in Paragraph 4 herein.
- c. CVS Health shall make all disclosures as required by State and Federal law to public health agencies for tests processed by CVS Health. For tests processed by an independent lab, the lab shall make any disclosures as required by State and Federal law to public health agencies, as set forth in Exhibit E herein.
- d. CVS Health assumes no obligation with regard to treatment of any employee for any condition, including, but not limited to, COVID-19.
- e. CVS Health shall provide State with suggested guidelines for determining the population of employees to be tested and the frequency of testing; however, State shall be solely responsible for all determinations made with regard to such protocols.
- f. CVS Health will not test employees who do not provide CVS Health with all required consents and authorizations.
- g. CVS Health will only test employees who are included in the HR Data File provided by State. CVS Health will not test anyone who is not an employee of State, including, but not limited to, third party workers.

4. Reporting

- a. Employee Test Results. CVS Health shall use commercially reasonable efforts to directly notify employees about positive test results. For S&S testing, results are generally available within 2-4 days. CVS Health shall monitor test result turnaround times and, if necessary, shall use best efforts to explore engagements with additional lab partners in order to obtain test results in a timely manner.
- b. Utilization Reporting. If test results are requested by State, CVS Health shall obtain all required authorizations needed to share employee test results with State. CVS Health shall

make available a reporting dashboard, showing volume of tests and test outcomes, including the names of employees tested, the dates and times of the tests, and the test results.

5. Compensation and Payment.

- a. State shall reimburse CVS Health for all COVID-19 Testing Services in accordance with the pricing terms set forth in Exhibit C, attached hereto. CVS Health will invoice State for all fees on a monthly basis. Payment terms are net thirty (30) days. CVS Health shall not seek reimbursement for COVID-19 Testing Services provided pursuant to this Agreement from any third-party payer.
- b. Invoices shall, at a minimum, include CVS Health's name, the CVS Health Number, CVS Health's Federal Employer Identification Number, the billing period, and an itemization of fees and authorized expenses.
- c. CVS Health shall be compensated for its services based upon work performed, documented, and accepted by the Comptroller. Except as set forth herein, the State shall have no right to offset disputed amounts or amounts due or allegedly due from CVS Health from such payment. The State is exempt from any sales, use or other tax or assessment imposed under any applicable service, supply or product Invoice.
- d. Invoices shall be submitted by CVS Health via email to the following address:
OSC.COVID-19TESTING@ct.gov
- e. Comptroller shall make all payments to the CVS Health through electronic funds transfer via the Automated Clearing House ("ACH"). CVS Health shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. CVS Health may obtain detailed information regarding ACH at:
<http://www.osc.ct.gov/vendor/directdeposit.html>.

6. Notice

- a. Notices to CVS Health are to be sent to:

CVS Health
Attn: Thomas Moffatt, VP & Assistant General Counsel
One CVS Drive
Woonsocket, RI 02895

- b. Notices State are to be sent to:

Office of the Connecticut State Comptroller
ATTN: Natalie Braswell, General Counsel
165 Capitol Avenue
Hartford, CT06106

7. Indemnification and Limitation of Liability

- a. CVS Health shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns (the "State Indemnified Parties") from and against any and all third-party claims arising directly or indirectly, (1) from the acts of commission or omission (collectively, the "Acts") of CVS Health in connection with performance of the Agreement; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with third party claims arising, directly or indirectly, from the Acts in connection with performance of the

Agreement. . The State shall give prompt notice to CVS Health upon receiving notice of any such third-party claim. CVS Health shall use counsel reasonably acceptable to the State in carrying out its obligations under this section and the State shall cooperate with CVS Health in such defense as may be requested by CVS Health. Notwithstanding the foregoing, CVS Health shall have no such obligation to indemnify and hold harmless the State with respect to any claims that, if made directly against CVS Health, would be within the scope of the immunity afforded CVS Health by the PREP Act.

- b. CVS Health shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- c. CVS Health shall reimburse the State for any and all damages to the real or personal property of the State caused by the negligence of CVS Health. The State shall give CVS Health reasonable notice of any such claims.
- d. CVS Health's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement.
- e. In no event will either Party be liable to the other Party for any indirect, incidental, consequential, punitive, special or exemplary damages arising out of or relating in any way to this Agreement or its performance, including, but not limited to, lost profits or revenues, lost savings, business interruption, or costs of procuring substitute goods, services, facilities, equipment, or technology of any kind, whether or not such Party has been advised of the possibility of such damages, and whether such damages were reasonably foreseeable, and whether any claim for recovery is based on theories of contract, tort, or otherwise.
- f. The Parties acknowledge and agree that (a) the Public Readiness and Emergency Preparedness Act provides immunity to CVS Health with respect to all claims for loss caused by, arising out of, or resulting from the provision of COVID-19 Testing Services; and (b) CVS Health shall not be liable to State for any damages relating to any supply disruption or inability of CVS Health to procure a sufficient number of test kits to meet State's testing needs.
- g. The Parties further acknowledge and agree that development and refinement of testing methodologies for COVID-19 have been rapid and are ongoing and that: (a) available testing procedures can produce false negative results due to a variety of factors beyond the control of either Party; and (b) State should treat negative testing results as presumptive, should consider such results in the context of an employee's recent exposures, history and the presence of clinical signs and symptoms consistent with COVID-19, and where such results appear inconsistent with clinical signs and symptoms, should be supplemented with an alternative testing methodology.
- h. The Parties further acknowledge and agree that State is solely responsible for developing and implementing return to work protocols for its employees, and CVS Health assumes no liability with respect to State's return to work protocols. The Parties understand that no protocol can provide absolute safeguards against the transmission of COVID-19 in the workplace, and CVS Health is not responsible for any advertising or representations made by State to its employees, customers, or any other third parties with regard to such return to work protocols or the transmission of COVID-19 in the workplace.
- i. Notwithstanding the foregoing, the maximum liability of CVS Health to State for any and all claims arising out of or relating to this Agreement, whether for breach or in tort, shall not

exceed twenty-five percent (25%) of the amount paid by State to CVS Health under this Agreement. This limitation shall not apply to obligations of CVS Health with respect to data security.

8. Sovereign Immunity.

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

9. Non-Publicity and Confidentiality

State agrees to hold confidential all COVID-19 test results and related information, whether in written, electronic, or verbal form, and shall employ reasonable safeguards to protect the confidentiality of such information. State agrees that it will limit disclosure of the COVID-19 test results to employees with a need to know such information.

Neither party shall be permitted to use the name, trademark, service mark, or trade names, whether registered or not, of the other party in any press release or marketing materials without that party's prior written consent. Further, State shall not disclose to any third party the details of the COVID-19 Testing Services, unless required by law, without the prior written consent of CVS Health.

If either Party is requested to disclose the other party's confidential information in response to a subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise, the disclosing Party shall provide the nondisclosing Party prior written notice to allow it to seek an appropriate protective order or modification of any requested disclosure.

10. Freedom of Information.

- a. The Parties acknowledge that the State must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State of Connecticut upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- b. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Agreement exceeds two million five hundred thousand dollars (\$2,500,000), and if CVS Health is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), State is entitled to receive a copy of the Records and files related to CVS Health's performance of the governmental function, which may be disclosed by State pursuant to the FOI.
- c. Claim for Exemption
 - i. Within 10 days of signing this Agreement, CVS Health shall notify Comptroller in writing of all Confidential Information contained in this Agreement that it claims may be exempt from public disclosure under FOIA. In making a request for protection of materials CVS Health must specifically identify particular provisions, documents or parts of documents [sentences, paragraphs, pages, data compilations, or sections] that CVS Health believes

are exempt from disclosure under the FOIA by marking each as “CONFIDENTIAL” and provide an explanation and rationale sufficient to justify each exemption claimed under FOIA. The rationale and explanation must be stated in terms of the prospective harm that would result to the competitive position of CVS Health if the identified material were to be released and reasons why the materials are legally exempt from release pursuant to the FOIA.

- ii. Within ten (10) days of signing this Agreement, CVS Health shall provide Comptroller with a copy of this Agreement in electronic format from which all information asserted by CVS Health to be Confidential has been redacted. CVS Health acknowledges and agrees that in the event a FOIA request for disclosure of the Agreement is submitted, Comptroller may disclose such redacted copy without advance notice or objection.
- iii. In the event that CVS Health receives a FOIA request for disclosure of Confidential Information contained in other documents relating to services performed by CVS Health under this Agreement, Comptroller shall promptly notify CVS Health so that it may have the opportunity (i) to submit within the time limit prescribed by FOIA for the Comptroller to respond, a sufficient justification, as described above in Section [E.3.a] above why the requested materials are exempt and should not be disclosed and under FOIA or (ii) should Comptroller indicate an intention to disclose the requested materials, to seek a protective order or other similar relief. Comptroller has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information of CVS Health that is sought pursuant to the FOIA. CVS Health shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue.
- iv. Comptroller agrees that it will not release any information identified by CVS Health as Confidential Information or claimed to be exempt from disclosure under FOIA without first providing notice to CVS Health of such intent and allowing CVS Health an opportunity to seek administrative or judicial relief to prevent such disclosure. If the Freedom of Information Commission or a court thereafter determines that the Comptroller is legally required to disclose such Confidential Information, Comptroller shall disclose the minimum required pursuant to such order.

11. **Compliance**

All CVS Health personnel delivering COVID-19 Testing Services under this Agreement shall be licensed and/or registered consistent with applicable law, including as modified by formal or informal guidance by the relevant regulatory agencies. CVS Health shall maintain all federal, state, and local license, certifications and permits that are required by applicable law, as modified by any executive order or guidance from federal or state officials, for CVS Health to furnish the COVID-19 Testing Services.

12. **Term**

This Agreement shall be effective upon the signature of CVS Health and State authorized officials and shall remain in effect for a period of one (1) year (the "Initial Term"). At the conclusion of the Initial Term the Agreement may be extended for an additional one (1) year period as mutually agreed by the Parties.

13. Termination, Cancellation and Expiration

- a. Either Party may terminate this Agreement without cause upon ninety (90) days advanced written notice to the other Party.
- b. Notwithstanding any provisions in this Agreement, Comptroller, through a duly authorized employee, may Terminate the Agreement whenever the Comptroller makes a written determination that such Termination is in the best interests of the State by providing at least sixty (60) calendar days' written notice of Termination to CVS Health pursuant to this section.
- c. Notwithstanding any provisions in this Agreement, the Comptroller, through a duly authorized employee, may, after making a written determination that CVS Health has breached the Agreement, cancel the Agreement in accordance with the provisions in the Breach section of this Agreement.
- d. If for any reason, CVS Health shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate this Agreement by giving written notice to CVS Health of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by CVS Health under this Agreement shall become available for audit. CVS Health shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by CVS Health, and the Comptroller may withhold any payments to CVS Health for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.
- e. The Comptroller shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to CVS Health at the most current address which CVS Health has furnished to Comptroller for purposes of correspondence, or by hand delivery. Upon receiving such notice from Comptroller, CVS Health shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Comptroller all Records. The Records are deemed to be the property of Comptroller and CVS Health shall deliver them to Comptroller no later than thirty (30) days after the Termination, Cancellation or Expiration of the Agreement or fifteen (15) days after CVS Health receives a written request from Comptroller for the Records. CVS Health shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- f. Upon receipt of a written notice of Termination or Cancellation from the Comptroller, CVS Health shall cease operations as directed by the Comptroller in the notice, and take all actions that are necessary or appropriate, or that the Comptroller may reasonably direct, for the protection and preservation of goods and any other property. Except for any work which the Comptroller directs CVS Health to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, CVS Health shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- g. In the case of any Termination or Cancellation, Comptroller shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse CVS Health for its Performance rendered in substantial accordance with this Agreement in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which CVS Health was required to complete by the notice. However, CVS Health is not entitled to receive and the Comptroller is not obligated to tender to CVS Health any payments for anticipated or lost profits. Upon request by Comptroller, CVS Health shall assign to the State or any agency of the State designated by the State, or any replacement contractor which the Comptroller designates, all subcontracts, purchase orders and other commitments, deliver to Comptroller all Records and other information pertaining to its Performance, as Comptroller may reasonably request.

14. Good Faith.

The Parties agree to take all reasonable actions necessary to consummate performance of the Services contemplated by this Agreement and will promptly cooperate with and furnish information to any party necessary in connection with any such requirements imposed upon such other party.

15. Independent Contractors

The relationship between the parties is that of independent contracting entities and nothing herein or otherwise shall be construed to create any State/employee relationship, a partnership, a joint venture relationship, an agency relationship, or any other legal relationship.

16. No Third-Party Beneficiaries

This Agreement does not confer any rights or benefits to any person or entity not a Party to the Agreement.

17. Intellectual Property

Neither party shall advertise or use any trademarks, service marks and/or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol.

18. Insurance

CVS Health represents and warrants that during the Term of this Agreement, CVS Health shall obtain and maintain at its sole expense professional liability insurance, general liability, and worker's compensation insurance, as required by applicable law. Such limits may be achieved by one of more insurance policies, including excess and umbrella policies or self-insurance.

CVS Health shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Comptroller at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller prior to cancellation, termination or alteration of said policies of insurance.

19. CVS Health Certification.

CVS Health certifies that the CVS Health has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller, nor has CVS Health made an admission of guilt of such conduct which is a matter of record.

20. Summary of State Ethics Laws.

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the Summary of State Ethics Laws, developed by the State Ethics Commission pursuant to Section 1-8b of the Connecticut General Statutes is incorporated by reference and made a part of the Agreement as if the summary had been fully set forth herein.

21. Incorporation of Certifications and Affidavits.

The following Certifications and Affidavits as listed below have been executed by CVS Health and are attached hereto. Certifications and Affidavits will be incorporated by reference into and made a part of the Agreement as if fully set forth herein:

- a. Gift & Campaign Contribution Certification (OPM Ethics Form 1)
- b. Consulting Agreement Affidavit OPM (Ethics Form 5).
- c. Affirmation of receipt of State Ethics Laws Summary (OPM Ethics Form 6).
- d. Iran Certification (OPM Ethics Form 7).
- e. Certification of Non-Discrimination: pursuant to Public Act 07-245 and Public Act 07-142.
- f. By signing this Agreement, CVS Health acknowledges that it has reviewed the applicable statutes and regulations referenced by and in these Certifications and Affidavits and agrees to abide by such statutes and regulations. By executing these Certifications and Affidavits, CVS Health is affirming that it and its key employees have read, understand and agree to the provisions contained within these documents.

22. Amendment

This Agreement may be amended at any time upon the mutual, written Agreement of the Parties.

23. Forum and Choice of Law.

- a. The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.
- b. CVS Health agrees that the sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and CVS Health further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- c. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts

are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. CVS Health waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- d. CVS Health shall provide written notice to the State of any litigation that relates to the services directly financed under this Agreement or that has the potential to impair the ability of CVS Health to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent CVS Health from meeting its obligations under the Agreement.

24. Representations and Warranties.

CVS Health, represents and warrants to Comptroller for itself and its subcontractors engaged to perform required services under the Agreement that:

- a. If they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Agreement and have the power and authority to execute, deliver and perform their obligations under the Agreement;
- b. They will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
- c. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. As applicable, they have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- f. They are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. They have not within the three years preceding the Agreement had one or more contracts with any governmental entity terminated;
- h. They have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Agreement and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working

solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;

- i. To the best of their knowledge, there are no claims involving CVS Health or its subcontractors that might reasonably be expected to materially adversely affect their ability to Perform fully under the Agreement;
- j. They shall disclose, to the best of their knowledge, to Comptroller in writing any claims involving them that might reasonably be expected to materially adversely affect their ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such claims;
- k. Their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. The proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Agreement) of the CVS Health, submitting a proposal for the same goods or services, and is in all respects fair and without collusion or fraud; and
- m. They are able to perform under the Agreement using their own resources or the resources of a party who is not CVS Health.

25. Health Insurance Portability and Accountability Act of 1996.

Notwithstanding anything to the contrary contained herein, both Parties hereby acknowledge and agree for the purposes of the services contemplated under this Agreement, CVS Health acts as a Covered Entity and not as a Business Associate as those terms are defined in the Health Insurance Portability and Accountability Act of 1996.

26. Promotion.

Unless specifically authorized in writing by the Comptroller, CVS Health shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the State:

- a. In any advertising, publicity, promotion; nor
- b. To express or imply any endorsement of the Contractor's products or services; nor
- c. To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs a and b above), except as only to deliver in accordance with this Agreement such items or Services as are hereby contracted by the Comptroller, provided however, the use of the State seal shall require specific and express permission from the Secretary of the State.

27. Americans with Disabilities Act.

CVS Health shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Agreement if CVS Health fails to comply with the ADA. CVS Health represents that it is familiar with the terms of this Act and that it is in compliance with the law. CVS Health warrants that it shall hold the State harmless

from any liability which may be imposed upon the State as a result of any failure of CVS Health to be in compliance with this ADA. As applicable, CVS Health shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

28. Whistleblowing.

CVS Health is subject to C.G.S. § 4-61dd if the amount of this Agreement is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of CVS Health takes or threatens to take any personnel action against any employee of CVS Health in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, CVS Health shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of CVS Health.

29. Executive Orders.

This Agreement is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At CVS Health’s request, the Comptroller Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to CVS Health.

30. Data Security.

Pursuant to Connecticut Public Act 15-142, the Parties agree as follows:

- a. As used in this Section:
 - i. "Confidential Information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric

data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160. 103, as amended from time to time. Confidential Information does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

- ii. "Confidential Information Breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with the Agreement in any manner, including, but not limited to, the following occurrences: (i) Any Confidential Information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (ii) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (iii) any Confidential Information that is not encrypted or protected, or (iv) any encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (v) there is a substantial risk of identity theft or fraud of the State's Plan Participants.
- b. Pursuant to this Agreement Comptroller will share Confidential Information with CVS Health. CVS Health at its own expense will protect from a Confidential Information Breach any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained in a commercially reasonable standard and in accordance with current industry standards for leading healthcare companies.
 - c. CVS Health shall implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and this Agreement. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically in accordance with CVS Health's encryption policies.
 - d. CVS Health shall notify Comptroller and the Connecticut Office of the Attorney General as soon as practicable, but no later than ten (10) days, after they become aware of or

suspect that any Confidential Information which CVS Health possess or control has been subject to a Confidential Information Breach.

- e. If a Confidential Information Breach has occurred and there is a risk of identity theft or fraud to the State's Plan Participants, CVS Health shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Connecticut Commissioner of Administrative Services, the Comptroller, and the Connecticut Office of the Attorney General, for review and approval.
- f. Such credit monitoring or protection plan shall be made available by CVS Health at its own cost and expense to all individuals affected by the Confidential Information Breach.
- g. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a.
- h. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and cover a length of time, not to exceed two (2) years, commensurate with the circumstances of the Confidential Information Breach.
- i. CVS Health's costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.
- j. Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that CVS Health has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the state against such contractor. Nothing in this section shall be construed to create a private right of action.
- k. The requirements of this section shall be in addition to the requirements of section 36a-701b of the Connecticut General Statutes as amended by Public Act 15-142, and nothing in this section shall be construed to supersede CVS Health's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 "HIPAA", the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, "FERPA" or any other applicable federal or state law.

31. Campaign Contribution Restriction.

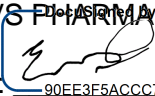
For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations".

32. Entire Agreement

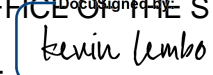
This Agreement shall constitute the entire Agreement of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The Agreement may be executed in counterparts, each being considered an original.

CVS PHARMACY, INC.

By: 
90EE3E5ACCC744F...
Name: Emmanuel Kolady
Title: SVP, Field Operations

OFFICE OF THE STATE COMPTROLLER ON BEHALF OF THE STATE OF CONNECTICUT

By: 
8B0E4AD57D3F4E6...
Name: Kevin Lembo
Title: Comptroller of the State of Connecticut

Connecticut Attorney General (Approved as to form)

By: _____

Typed/Printed name of Authorized Official

Date: _____

EXHIBIT A

Swab-and-Send (S&S) Testing
Locations
All participating CVS Pharmacy retail locations

EXHIBIT B

CVS Health's suite of COVID-19 Testing Services includes the following:

1. Points-of-Contact

- CVS Health will assign a single-point-of-contact for Relationship Management and a single-point-of-contact for Operations

2. Pre-implementation Planning

- CVS Health will provide suggested clinical guidelines to assist State with determining the employee population to be tested and the frequency of such testing
- Prior to implementation of testing services, CVS Health will review with State the end-to-end Employee experience, State resolution approach, and pre-implementation checklist
- CVS Health requires a 14 day lead time from execution of the Agreement to implement testing services

3. Communication and Scheduling Tools

- CVS Health will provide the requirements to be used to submit the HR Data File
- CVS will provide a process for scheduling testing services
- CVS Health will provide all employees with required consent and authorization forms
- CVS Health will provide State with a communication toolkit for employee communications relating to testing

4. Retail Swab and Send Testing Services

- CVS Health will provide access to testing at all participating CVS Pharmacy retail locations where COVID testing is offered
- Testing services will be made available to employees in accordance with the stated testing times at the specific CVS Pharmacy retail location
- Testing services will be offered 7 days a week
- CVS Health does not guarantee testing availability at CVS Pharmacy retail locations

5. Reporting

- CVS Health will provide comprehensive reporting to State including daily test results

EXHIBIT C

Test Methodology	Location	Fees
Swab and Send (S&S)	CVS Retail Locations	\$150 per test

*Anticipated testing volume is contingent on CVS Health's ability to procure a sufficient number of test kits, scheduling of testing throughout the day, and, where applicable, laboratory processing capacity, to meet State's testing needs.

EXHIBIT D

At least 14 days prior to the start of Testing, Employer shall provide CVS with the information below. Delay in provision of the required information will impact available Testing Start Dates:

State's HR Data File Vendor Name/ Client Point of Contact	Email address	Phone Number	Address

State's Billing Point of Contact	Email address	Phone Number	Address

EXHIBIT E REPORTING TO DPH

STATE OF CONNECTICUT PUBLIC HEALTH CODE REQUIREMENTS:

Effective February 5, 2020, the Commissioner of the Connecticut Department of Public Health (DPH), amended the List of Reportable Diseases, Emergency Illnesses and Health Conditions and the List of Reportable Laboratory Findings by adding "COVID-19" and "SARS-CoV-2" to such lists (https://portal.ct.gov/-/media/DPH/EEIP/CTEPI/Vol40_No2.pdf?la=en). This action was taken pursuant to Connecticut General Statutes Section 19a-2a and Section 19a-36-A7 of the Public Health Code. Laboratories performing tests to identify infections caused by SARS-CoV-2 based on FDA guidelines (<https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization#covid19euas>) are required to report results to the Connecticut Department of Public Health within 48 hours of identification of results (Sec. 19a-36 page 6 (12-08) Department of Public Health § 19a-36-A3 Sec. 19a-36-A3. Persons required to report reportable diseases and laboratory findings).

1. Laboratories are required to report positive, negative, and inconclusive results as defined by the test(s) being used. Only results of tests performed on Connecticut residents need to be reported.
2. Information to be reported is in Section E, Table 1, including data elements and the data format and content. Requirements for including the data elements are listed in Table 2, Usage Definition. The order of the data elements should match the order in Table 1. Laboratories must make every effort to request on test requisitions the information required.
3. To facilitate the reporting of SARS-CoV-2 testing, laboratories must be able to send reports in an electronic format, either HL7 or flat file. Adherence to these standards will allow DPH to process results in an automated fashion to be able to more quickly disseminate results for public health use.
 - a. Laboratories can use either HL7 v2.5.1 (preferred) or HL7 v2.3.1 message formats based on national electronic laboratory reporting (ELR) standards, and as defined in the DPH ELR HL7 2.5.1 Local Implementation Guide (https://portal.ct.gov/-/media/DPH/EEIP/CT_ELR_Local_Guide.pdf?la=en).
 - b. Laboratories can submit results in a flat file format (e.g., Excel, csv). If using a flat file, the data elements and content must meet the standards outlined in Table 1.

Files must be formatted to include all of the data elements, even if they are not populated, and include headers.

4. Method of reporting will be determined in discussion with each laboratory. Reporting methods need to be secure, for example, secure email, sFTP, or PHINMS.
5. Regardless of reporting file format or method, laboratories will need to review these reporting requirements with DPH and obtain preapproval before reporting is started. This review will include a review of a test file using the reporting method proposed. A review checklist will be shared with the laboratory.

Table - 1 Laboratory Result Information to be Reported to DPH

Data element name/header	Usage (Table 2)	Content requirements	Notes/comments
Laboratory Identified	Required	CLIA number	CLIA number of the testing laboratory
Patient Last Name	Required	Character	
Patient First Name	Required	Character	
Patient Middle Initial	Required	Character	
Patient Address	Required	Residential address of the person being tested	This is the residence at the time of testing
Address 2	Required	Secondary address, e.g., Apt, Bldg, Floor, etc. using standard abbreviations	Put in a separate field than residential address https://pe.usps.com/text/pub28/28apc_003.htm
Patient City	Required	Character	
Patient State	Required	two letter abbreviation	
Patient Zip Code	Required	five or nine digit format allowed	
Patient Phone	Required	10 digit format	
Date of Birth	Required	mm/dd/yyyy	
Patient Gender	Required	Male, Female, Other, Unknown	
Patient Occupation	Required but can be empty	Character	If available

Patient Medical Record Number (MRN)	Required but can be empty	Character	ID that identifies the person at the provider or in the laboratory system. NOTE: Cannot be a person's social security number.
Accession Number/Lab ID	Required	Character	this is the ID that is assigned to the specimen in the laboratory system

Data element name/header	Usage (Table 2)	Content requirements	Notes/comments
Test Method	Required	LOINC codedefined for the SARS-CoV-2 test	DPH can assist with finding the proper LOINC https://loinc.org/prerelease/ for SARS-CoV-2 LOINCS
Result description	Required	Standard description or SNOMED code (Table 4)	Results as described by the manufacturer of the test
Specimen Collection Date	Required	mm/dd/yyyy	
Specimen Received Date	Required but can be empty	mm/dd/yyyy	
Tested Date	Required but can be empty	mm/dd/yyyy	
Ordering Facility	Required but can be empty	Character	The facility that submitted the specimen, if applicable
Ordering Provider Last Name	Required	Character	
Ordering Provider First Name	Required	Character	
Ordering Provider Phone	Required	10 digit format	
Ordering Provider Address	Required but can be empty		
Ordering Provider City	Required but can be empty		
Ordering Provider State	Required but can be		

	empty		
Ordering Provider Zip	Required but can be empty		

Table 2 – Usage Definitions

Usage definitions are based on HL7 requirements but apply to laboratories who will be submitting flat files.

Usage	Comment for Submitting Laboratory	DPH Comment
Required	The Submitting Laboratory SHALL populate all Required elements with a non-empty value.	DPH SHALL process or ignore the information conveyed by required elements. DPH must NOT raise an error due to the presence of a
Usage	Comment for Submitting Laboratory	DPH Comment
	DPH expects these to be populated.	required element, but MAY raise an error due to the absence of a required element. DPH will contact submitting laboratories by email or other methods to let them know if required elements are missing.
Required but may be empty	The element may be missing from the message, but it MUST be sent by the Submitting Laboratory IF there is relevant data. A Submitting Laboratory should be capable of providing all "RE" elements. If the Submitting Laboratory knows the required values for the element, then it MUST send that element. If the Submitting Laboratory does not know the required values, then that element can be omitted if using an HL7 message.	For HL7 messages: DPH will be expected to process data contained in the element, but MUST be able to successfully process the message if the element is omitted (no error message should be generated because the element is missing). Laboratories submitting flat files should include the data element header in the message, even if content is not available to be included.

Table 3 – Race categories

American Indian or Alaska Native
Asian
Black or African American
Native Hawaiian or Other Pacific Islander
White
Other Race
Unknown
Refused

Table 4 – Ethnicity definitions

Hispanic or Latino
Not Hispanic or not Latino
Unknown
Refused

Table 5- Result descriptions

SNOMED	Description
260373001	Detected
260415000	Not detected
10828004	Positive
260385009	Negative
419984006	Inconclusive
82334004	Indeterminate



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

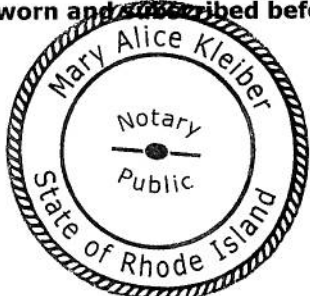
Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CVS Pharmacy, Inc. _____
 Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**
 Thomas Moffatt _____
 Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 10 day of July, 2020.



Mary Alice Kleiber
Commissioner of the Superior Court
or Notary Public

Mary Alice Kleiber Notary Public State of Rhode Island My Commission Expires 03/13/2024
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STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

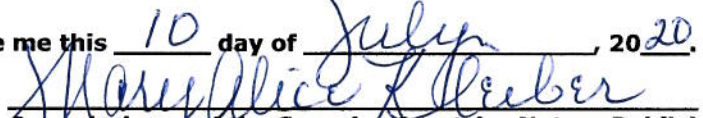
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CVS Pharmacy, Inc.
Printed Contractor Name

Thomas S. Moffatt
Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 10 day of July, 2020.


Commissioner of the Superior Court (or Notary Public)



My Commission Expires Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires 03/13/2024



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: CVS Pharmacy, Inc.

INSTRUCTIONS:

CHECK ONE: Initial Certification. Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
 Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

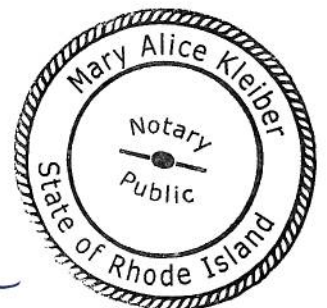
- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
 Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CVS Pharmacy, Inc.
Printed Respondent Name

Thomas S. Moffatt
Printed Name of Authorized Official

Signature of Authorized Official



Subscribed and acknowledged before me this 10 day of July, 2020

Mary Alice Kleiber
Commissioner of the Superior Court (or Notary Public)

Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires 03/13/2024

My Commission Expires



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am Vice President & Secretary of CVS Pharmacy, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of Rhode Island.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

CVS Pharmacy, Inc. and that CVS Pharmacy, Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.


Authorized Signatory

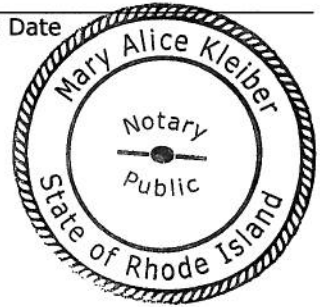
Thomas S. Moffatt
Printed Name

Sworn and subscribed to before me on this 10 day of July 2020.


Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires 03/13/2024





STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Thomas S. Moffatt
Printed Name

Vice President and Secretary
Title

CVS Pharmacy, Inc.
Firm or Corporation (if applicable)

One CVS Drive
Street Address

Woonsocket
City

RI 02895
State Zip

Awarding State Agency