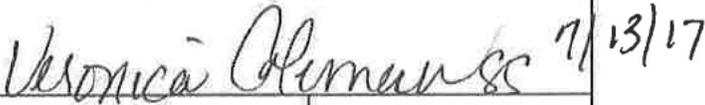


 CONTRACT AMENDMENT COVER SHEET					
Agency Tracking # 31786-00121		Edison ID 43652		Contract # 43652	Amendment # 1
Contractor Legal Entity Name CaremarkPCS Health, L.L.C.					Edison Vendor ID 133265
Amendment Purpose & Effect(s) change in pricing based on market check provision of the contract					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 6/30/2020	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					-\$604,000.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015			\$2,215,750		\$2,215,750
2016			\$4,431,500		\$4,431,500
2017			\$4,431,500		\$4,431,500
2018			\$4,129,500		\$4,129,500
2019			\$1,913,750		\$1,913,750
TOTAL:					\$17,122,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE	
					
Speed Chart (optional)				Account Code (optional)	

**AMENDMENT ONE
OF CONTRACT 43652**

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, and Local Government Insurance Committee, hereinafter referred to as the "State" and CaremarkPCS Health, LLC, hereinafter referred to as the "Contractor". For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seventeen Million, One Hundred Twenty-Two Thousand Dollars (\$17,122,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.3. Payment Methodology. The Contractor shall be compensated, beginning no earlier than January 1, 2015, based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)					
	1/1/15 – 12/31/15	1/1/16 – 12/31/16	1/1/17 – 6/30/17	7/1/17- 12/31/17	1/1/18 – 12/31/18	1/1/19 – 12/31/19
FEES (Guaranteed Maximum PMPM)						
Administration Fee Per Member Per Month	\$0.90 Amount Per Member Per Month	\$0.90 Amount Per Member Per Month	\$0.90 Amount Per Member Per Month	\$0.90 Amount Per Member Per Month	\$0.90 Amount Per Member Per Month	\$0.90 Amount Per Member Per Month
Clinical Fee Per Member Per Month	██████████ Amount Per	██████████ Amount Per	██████████ Amount Per Member Per	██████████ Amount Per	██████████ Amount Per	██████████ Amount Per

Service Description	Amount (per compensable increment)					
	1/1/15 – 12/31/15	1/1/16 – 12/31/16	1/1/17 – 6/30/17	7/1/17- 12/31/17	1/1/18 – 12/31/18	1/1/19 – 12/31/19
	Member Per Month	Member Per Month	Month	Member Per Month	Member Per Month	Member Per Month
DISPENSING FEES (Guaranteed Maximum Average Per Claim)						
Retail – Brand	Amount Per Claim	Amount Per Claim	Amount Per Claim	Amount Per Claim	Amount Per Claim	Amount Per Claim
Retail – Generic	Amount Per Claim	Amount Per Claim	Amount Per Claim	Amount Per Claim	Amount Per Claim	Amount Per Claim
90-Day Retail – Brand	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim
90-Day Retail – Generic	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim
Mail – Brand	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim
Mail – Generic	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim
All Brand Specialty Pharmacy Claims	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim	Per Claim
RETAIL NETWORK DISCOUNTS (Guaranteed Minimum Average)						
Brand						
Generic						
90-DAY RETAIL NETWORK DISCOUNTS (Guaranteed						

Service Description	Amount (per compensable increment)					
	1/1/15 – 12/31/15	1/1/16 – 12/31/16	1/1/17 – 6/30/17	7/1/17- 12/31/17	1/1/18 – 12/31/18	1/1/19 – 12/31/19
Minimum Average)						
Brand	██████████	██████████	██████████	██████████	██████████	██████████
Generic	██████████	██████████	██████████	██████████	██████████	██████████
MAIL NETWORK DISCOUNTS (Guaranteed Minimum Average)						
Brand	██████████	██████████	██████████	██████████	██████████	██████████
Generic	██████████	██████████	██████████	██████████	██████████	██████████
SPECIALTY NETWORK DISCOUNTS (Guaranteed Minimum Average)						
All Brand Specialty Pharmacy Claims	██████████	██████████	██████████	██████████	██████████	██████████
REBATES PER CLAIM (Guaranteed Minimum Average)						
All Retail Claim Basis (Brand & Generic)	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim
All 90-Day Retail Claim Basis (Brand & Generic)	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim
All Mail Claim Basis (Brand & Generic)	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim
All Brand Specialty Pharmacy Claims	██████████ Per Claim	██████████ Per Claim	██████████ Per Claim	██████████ per Claim	██████████ Per Claim	██████████ Per Claim

Pursuant to TCA 10-7-504(n)(1)(A), items highlighted in yellow are marked confidential

D. 21 Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 1, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CAREMARKPCS HEALTH, L.L.C.:

Diane Galo

June 22, 2017

SIGNATURE

DATE

Diane Galo, Vice President - Group Head

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE,
LOCAL GOVERNMENT INSURANCE COMMITTEE:

Larry B. Martin 52

7/13/17

LARRY B. MARTIN, CHAIRMAN

DATE

