

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**

**GUDRUN KRISTOFERSDOTTIR,**

*Plaintiff,*

v.

**CVS HEALTH CORPORATION;  
MINUTECLINIC, LLC;  
MINUTECLINIC DIAGNOSTIC OF  
FLORIDA, LLC,**

*Defendants.*

Case No. \_\_\_\_\_

**COMPLAINT**

JURY DEMANDED

Plaintiff Gudrun Kristofersdottir, by and through counsel, and for her Complaint against Defendants, hereby states as follows:

**INTRODUCTION**

1. Ms. Kristofersdottir is a nurse practitioner who, because of her Christian faith, cannot prescribe hormonal contraceptives.

2. For over seven years, Defendants (collectively, “CVS”) granted Ms. Kristofersdottir a religious accommodation to not personally prescribe such drugs at the CVS MinuteClinic where she worked. On the rare occasion that a patient would seek such a prescription, she would refer them to another CVS MinuteClinic provider.

3. This arrangement worked well until CVS abruptly announced in August 2021 that it was revoking *all* religious accommodations that allowed providers to not prescribe these drugs. CVS’s new policy was to deny all such religious accommodations without considering the particular circumstances of the employee requesting the accommodation, including to determine whether that employee could be accommodated without undue hardship.

4. CVS subsequently revoked Ms. Kristofersdottir's religious accommodation, refusing to consider her particular circumstances or even discuss possible alternative accommodations.

5. CVS could have accommodated Ms. Kristofersdottir in several ways, including by transferring her to a virtual position, a larger clinic, an education or training position, or a location specializing in COVID-19, or continuing to honor the religious accommodation that worked successfully for years.

6. It is a violation of Title VII of the Civil Rights Act of 1964 for an employer to "avoid accommodating a religious practice that it could accommodate without undue hardship." *EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768, 770 (2015); *see* 42 U.S.C. § 2000e(j). "[A]n employer must show that the burden of granting an accommodation would result in substantial increased costs in relation to the conduct of its particular business." *Groff v. DeJoy*, 600 U.S. 447, 470 (2023).

7. Religious accommodation requests must be considered on an individual basis to determine whether the requesting employee can be accommodated. *See id.* at 471–72; *Bostock v. Clayton Cnty.*, 140 S. Ct. 1731, 1740 (2020).

8. An employer cannot sidestep Title VII's requirement to accommodate religious employees by merely labeling a particular function "essential." This label is particularly unconvincing when it concerns a miniscule fraction of the services an employee provides. The relevant inquiry is whether the employee can be accommodated consistent with the employer's statutory duty.

9. CVS's policy of preemptively denying all such requests regardless of individual circumstances is unlawful and has a disparate impact on its employees on the basis of religion.

10. In addition to prospectively preempting all requests for religious accommodations, CVS unlawfully refused to consider Ms. Kristofersdottir's request for a religious accommodation, failed to engage with her about possible accommodations, and terminated her because of her religious beliefs.

### **JURISDICTION AND VENUE**

11. This civil rights action raises federal claims under Section 706(f)(1), (3), and (g) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(f)(1), (3), and (g), as well as state claims under Fla. Stat. § 760.10.

12. This Court has original jurisdiction over federal claims pursuant to 28 U.S.C. §§ 1331, 1337, and 1343.

13. This Court has supplemental jurisdiction over the state claims pursuant to 28 U.S.C. § 1367.

14. This Court has authority to award the requested monetary relief pursuant to 28 U.S.C. § 1343 and 42 U.S.C. §§ 1981a, 2000e-5(g); the requested equitable relief pursuant to 28 U.S.C. § 1343 and 42 U.S.C. § 2000e-5(g); and costs and attorneys' fees under 42 U.S.C. § 2000e-5(k).

15. The Court also may award monetary and equitable relief and costs and attorneys' fees pursuant to Fla. Stat. § 760.11(5).

16. Venue is proper in this district under 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3) because the Defendants are deemed to reside in this District and the unlawful employment practices alleged herein occurred in this District.

17. On September 1, 2022, Ms. Kristofersdottir filed her original charge against CVS with the Equal Employment Opportunity Commission ("EEOC") and the Florida Commission on Human Relations, naming Defendants CVS Health Corporation; CVS Health Solutions, LLC; MinuteClinic, LLC; and MinuteClinic Diagnostic of Florida, LLC.

18. Ms. Kristofersdottir received a Notice of Right to Sue, dated October 25, 2023, from the EEOC. *See* Ex. 1, Kristofersdottir Notice of Right to Sue.

19. This Complaint is filed within 90 days of receipt of the notice.

## PARTIES

20. Plaintiff Gudrun Kristofersdottir is a Christian nurse practitioner who worked at a CVS MinuteClinic in Tequesta, Florida, from 2014 to 2022. Ms. Kristofersdottir was at all times material to this action a resident of Jupiter, Florida.

21. CVS Health Corporation is a healthcare and retail company operating more than 9,900 retail locations across 49 states, the District of Columbia, and Puerto Rico.<sup>1</sup> It is the fourth-largest company in the United States.<sup>2</sup>

22. CVS operates MinuteClinic, a subsidiary of CVS, at more than 1,100 of its locations nationwide.<sup>3</sup>

23. CVS registered with the State of Florida the names “MinuteClinic, LLC” and “MinuteClinic Diagnostic of Florida, LLC” for its MinuteClinic operations in that state.

24. CVS MinuteClinics offer both in-person and virtual healthcare services for minor illnesses and injuries, health screenings and monitoring, vaccinations and injections, and camp and sports physicals services, among other services.<sup>4</sup>

25. At all times relevant to this Complaint, Defendants have continuously been employers engaged in an industry affecting commerce under Section 701(b), (g), and (h) of Title VII, 42 U.S.C. § 2000e-5(b), (g), (h).

26. Defendants are employers under Fla. Stat. § 760.02(7).

27. At all relevant times, each Defendant had more than 500 employees.

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<sup>1</sup> See *Our Company at a Glance*, CVS Health, <https://perma.cc/2EYK-MBEH>.

<sup>2</sup> See *Fortune 500: CVS Health*, Fortune, <https://fortune.com/company/cvs-health/fortune500/> (last visited Jan. 5, 2024).

<sup>3</sup> *Id.*

<sup>4</sup> See *Health Care from MinuteClinic*, CVS Health, <https://perma.cc/Q9L2-SSAQ>.

## **FACTUAL BACKGROUND**

### **I. Plaintiff's Beliefs and Need for a Religious Accommodation**

28. Ms. Kristofersdottir is a Christian and member of the Roman Catholic church.

29. Ms. Kristofersdottir believes, in accordance with the teaching of the Roman Catholic church, that the dignity of the human person is rooted in his creation in the image and likeness of God,<sup>5</sup> that human life must be respected and protected absolutely from the moment of conception (fertilization),<sup>6</sup> that God created all humans, and that persons called to be united in marriage should be open to bearing children.<sup>7</sup> She therefore believes that the procreative potential of intercourse may not be subverted by device or procedure.<sup>8</sup> Further, Ms. Kristofersdottir believes that abortion constitutes a moral evil in violation of humanity's obligation to protect life with the utmost care from the moment of conception.<sup>9</sup>

30. Because of her religious beliefs, Ms. Kristofersdottir cannot participate in any way in facilitating artificial contraceptives, including hormonal contraceptives or drugs that could prevent the implantation of an embryo or otherwise cause an abortion. Indeed, she believes facilitating such conduct would be intrinsically evil.<sup>10</sup>

31. Ms. Kristofersdottir has a Bachelor of Science in Nursing from the University of Iceland and a Master of Science in Nursing from the University of Nevada. *See* Ex. 2, Kristofersdottir Resume. She has worked for over 20 years as a nurse practitioner. Prior to working for CVS, she worked as a nurse practitioner for both the United States Air Force and Navy as well as for clinics located in Georgia and Oklahoma. *Id.*

### **II. CVS Granted Ms. Kristofersdottir a Religious Accommodation**

32. Ms. Kristofersdottir excelled at her job as a nurse practitioner.

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<sup>5</sup> Catechism of the Catholic Church (hereinafter "CCC"), No. 1700, <https://www.usccb.org/sites/default/files/flipbooks/catechism/426/>.

<sup>6</sup> CCC, No. 2270, <https://www.usccb.org/sites/default/files/flipbooks/catechism/548/>.

<sup>7</sup> CCC, Nos. 2363, 2367, <https://www.usccb.org/sites/default/files/flipbooks/catechism/570/>.

<sup>8</sup> CCC, No. 2370, <https://www.usccb.org/sites/default/files/flipbooks/catechism/572/>.

<sup>9</sup> CCC, No. 2271, <https://www.usccb.org/sites/default/files/flipbooks/catechism/550/>.

<sup>10</sup> CCC, No. 2370, <https://www.usccb.org/sites/default/files/flipbooks/catechism/572/>.

33. In 2014, CVS hired Ms. Kristofersdottir for a CVS MinuteClinic nurse practitioner position.

34. At the beginning of her employment, Ms. Kristofersdottir spoke with her manager, Ms. Lorraine Hendricksen, about obtaining a religious accommodation from prescribing contraceptives. Ms. Hendricksen informed Ms. Kristofersdottir that she could obtain a religious accommodation by completing paperwork that explained her religious objections to prescribing contraceptives along with the accommodation she was seeking.

35. Ms. Kristofersdottir filled out the appropriate forms and sent a copy to both a CVS human resources manager and Ms. Hendricksen. *See* Ex. 3, Kristofersdottir Religious Accommodation Request.

36. After filing her paperwork, Ms. Kristofersdottir never received a response or confirmation from CVS regarding her religious accommodation request.

37. However, Ms. Hendricksen was aware of Ms. Kristofersdottir's religious accommodation request at all times during her employment and never raised any concerns or objections related to the accommodation. Instead, she worked with Ms. Kristofersdottir to develop a plan to accommodate both Ms. Kristofersdottir's religious beliefs and the needs of patients seeking prescriptions for contraceptives.

38. Ms. Kristofersdottir primarily worked at a CVS MinuteClinic located at 260 S. US Hwy. 1, Tequesta, FL 33469.

39. CVS's accommodation of Ms. Kristofersdottir's religious beliefs functioned well for over seven years. During that time, Ms. Kristofersdottir encountered approximately five to ten individuals per year who expressed interest in hormonal birth control pills or the Depo-Provera injection, of the approximately 2,000 patients she treated per year.

40. On those rare occasions, Ms. Kristofersdottir referred the client to the other nurse practitioner with whom she alternated shifts at the same CVS MinuteClinic, or to another nearby CVS MinuteClinic.

41. Referring CVS MinuteClinic patients to other practitioners is common.

42. Ms. Kristofersdottir occasionally accepted referrals from other CVS MinuteClinic practitioners for services they were not qualified, not willing, or otherwise not able to provide.

### **III. CVS Denied Religious Accommodation Requests for All Nurse Practitioners**

#### **Regardless of Individual Circumstances**

43. At the time of Ms. Kristofersdottir's hire in 2014, CVS policy and culture were more favorable toward religious accommodations.

44. CVS corporate culture changed around 2021. Instead of protecting religious freedom, CVS began to treat religious practice as a source of "privilege."<sup>11</sup>

45. Indeed, in 2021, CVS's diversity statement notably omitted religion from a list of other classes protected from discrimination.<sup>12</sup>

46. On August 26, 2021, CVS held a Town Hall meeting in which Angela Patterson, Chief Nursing Officer at CVS Health Corporation, announced that all employee providers and nurses at all CVS MinuteClinic locations would now be required to perform certain functions CVS suddenly deemed essential.

47. As stated in an email from Ms. Patterson following the meeting, CVS's new policy was that "treatment for pregnancy prevention ... must be offered by every Provider and Nurse, as appropriate to licensure, at MinuteClinic." Ex. 4, Town Hall Summary Email.

48. CVS made no indication that it was ending all referrals for healthcare services at its MinuteClinics, but it would end referrals for "pregnancy prevention services," which includes prescriptions for hormonal birth control pills and the Depo-Provera injection.

49. CVS Health Corporation implemented this policy nationwide through its related or subsidiary corporations, including the other named Defendants.

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<sup>11</sup> Christopher F. Rufo, *CVS Execs Rake in Millions While Lecturing Wage-Workers on Wokeness*, N.Y. Post (Sept. 23, 2021), <https://perma.cc/N2E7-UEQS> ("The training asked CVS employees to circle their identities—including race, gender, sexuality, and *religion*—and then reflect on their 'privilege' during the discussion.... CVS promises 'swift action against non-inclusive behaviors.'" (emphasis added)).

<sup>12</sup> *Diversity*, CVS Health (Dec. 5, 2021), <https://web.archive.org/web/20211215113841/https://jobs.cvshealth.com/diversity-cvs-health/> ("We are an equal opportunity and affirmative action employer. We do not discriminate in recruiting, hiring or promotion based on race, ethnicity, sex/gender, sexual orientation, gender identity or expression, age, disability or protected veteran status....").

50. Under the policy, all MinuteClinic nurse practitioners were required to provide these “pregnancy prevention services” without exception.

51. This policy change directly impacted Ms. Kristofersdottir, who needed to make referrals for those services because of her religious beliefs.

52. In the months following CVS’s announced policy change, Ms. Kristofersdottir continued to utilize her religious accommodation without any negative impact or burden on CVS.

53. In March 2022, Ms. Kristofersdottir saw a news report regarding a former CVS employee named Robyn Strader who was terminated by CVS after refusing to prescribe similar contraception to those covered by Ms. Kristofersdottir’s religious accommodation.

54. Shortly thereafter, Ms. Kristofersdottir raised the issue of her accommodation with Ms. Hendricksen, who told Ms. Kristofersdottir that she had an accommodation and that Ms. Strader’s situation must have been different from Ms. Kristofersdottir’s accommodation.

55. However, two weeks later, Ms. Hendricksen informed Ms. Kristofersdottir that she had spoken to Holly Kouts, CVS’s area manager, as well as CVS’s human resources department and that CVS would no longer honor Ms. Kristofersdottir’s religious accommodation for hormonal contraceptives. Ms. Hendricksen also stated that others who had previously received a comparable religious accommodation had chosen to forego their religious accommodation in order to keep their employment with CVS.

#### **IV. CVS Ignored Ms. Kristofersdottir’s Requests for a Religious Accommodation and Fired Her**

56. CVS gave Ms. Kristofersdottir two weeks to affirm that she would prescribe all contraceptives available at CVS, or she would be terminated.

57. During this time period, Ms. Kristofersdottir suggested potential alternatives to Ms. Hendricksen that would allow her religious accommodation to continue, including transferring her to a larger clinic, a virtual clinic, or a COVID-19 clinic where contraceptives would never be requested.

58. Ms. Hendricksen rejected Ms. Kristofersdottir's suggestions because CVS's policy was that it would grant "no exceptions" to the requirement that nurse practitioners prescribe contraceptives.

59. Ms. Kristofersdottir informed Ms. Hendricksen via email on March 31, 2022, that she could not prescribe any medications that would be contrary to her religious beliefs.

60. That same day, Ms. Kristofersdottir received a phone call from Ms. Hendrickson in coordination with CVS's human resources department informing her that her employment with CVS was terminated effective April 1, 2022.

61. Before firing Ms. Kristofersdottir, CVS never responded in writing to her requests for a religious accommodation related to prescribing hormonal contraceptives.

62. Ms. Hendricksen told Ms. Kristofersdottir that she was upset that CVS was forcing her to terminate Ms. Kristofersdottir as she had been an excellent employee who excelled at her job and received positive reviews both from her patients and her supervisors.

63. Indeed, Ms. Kristofersdottir received a performance review rating her as a "High Performer" for CVS around the time she was terminated.

#### **V. CVS Did Not Consider Any Alternative Accommodations**

64. CVS never discussed possible accommodation options with Ms. Kristofersdottir even though CVS had numerous ways to provide a reasonable accommodation without undue hardship on the business.

65. Ms. Kristofersdottir inquired as to whether there were any other jobs she could perform within the MinuteClinic that would not require prescribing contraceptives, such as working in a position focused exclusively on COVID-19 testing. Ms. Hendricksen told her that, according to the Director of Human Resources, no accommodation would be given regardless of whether that employee's job duties entailed prescribing contraceptives.

66. CVS had many possible alternatives. For example, CVS could have transferred Ms. Kristofersdottir to a position that does not involve prescribing hormonal contraceptives, such as

an education or training position, or to a CVS MinuteClinic that exclusively focuses on COVID-19.<sup>13</sup>

67. CVS could have transferred Ms. Kristofersdottir to a virtual nurse practitioner position. Because there are several virtual nurse practitioners on duty at one time, a referral to another provider could happen right away. CVS could have similarly transferred Ms. Kristofersdottir to a larger clinic where multiple nurse practitioners would be working simultaneously. Indeed, nearby MinuteClinics in Port St. Lucie and Palm Beach Gardens were both staffed by multiple nurse practitioners.

68. Ms. Kristofersdottir was well qualified for lateral nurse practitioner positions in CVS's COVID-19 and virtual health clinics, or in education or training.

69. CVS facilitates similar religious accommodation requests by pharmacists and pharmacy technicians who cannot dispense contraceptives due to their religious beliefs.<sup>14</sup> In those situations, the pharmacist refers the patient to another pharmacist.

70. Not every CVS MinuteClinic offers the same services. CVS's website allows prospective patients to use its "clinic locator" website to search for MinuteClinics by the services each clinic offers for a geographic area.<sup>15</sup>

71. Patients can screen each clinic for numerous services. For example, when searching for clinics that offer services for birth control, the clinic locator lists two clinics within 10 miles of Tequesta that offer birth control injections.

72. CVS could have used its appointment scheduling system to screen patients by service requested to direct them to an appropriate time and location where the desired services would be available. Prospective patients must already inform CVS what category of service they are seeking, such as Women's Health services, before booking an appointment.

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<sup>13</sup> See COVID-19 Testing, CVS.com, <https://www.cvs.com/minuteclinic/covid-19-testing> (last visited Dec. 27, 2023).

<sup>14</sup> See Sarah Edwards, *CVS Pharmacy Has Similar Policy to Walgreens, Allows Pharmacists to Deny Birth Control Prescriptions*, USA Today, July 26, 2022, <https://perma.cc/3NR5-F998>.

<sup>15</sup> See *Minute Clinic: Clinic Locator*, CVS, <https://www.cvs.com/minuteclinic/services/birth-control-injection/in-person-visit> (last visited Jan. 5, 2023).

73. CVS already requires patients to schedule an appointment before any patient can see a nurse practitioner. Even walk-in patients must schedule an appointment at a CVS MinuteClinic kiosk before seeing a nurse practitioner.<sup>16</sup>

74. Finally, CVS could have continued to honor the religious accommodation that worked successfully for years. CVS could have allowed Ms. Kristofersdottir to continue in her position and refer any incoming patients seeking hormonal contraceptives to another CVS MinuteClinic nurse practitioner, including a virtual CVS MinuteClinic nurse practitioner.

75. Despite knowing of her need for a religious accommodation, CVS did not consider any of these alternatives.

## **VI. CVS Fired Other Nurse Practitioners Who Sought Religious Accommodations**

76. Ms. Kristofersdottir is aware of CVS Health Corporation and related subsidiaries firing at least three other CVS MinuteClinic nurse practitioners in three other states—Texas, Kansas, and Virginia—because of their sincere religious beliefs against prescribing hormonal contraceptives.

77. Upon information and belief, CVS previously gave those three nurse practitioners religious accommodations not to prescribe such drugs until it suddenly fired them under its new August 2021 policy to revoke all religious accommodations related to “pregnancy prevention” services.

78. All three of those nurse practitioners would refer patients seeking hormonal contraceptives to another nearby CVS MinuteClinic or to a nurse practitioner who worked an alternate shift at the same CVS MinuteClinic as the referring nurse practitioner.

79. At least two of those nurse practitioners asked CVS to transfer them to a virtual or COVID-19 clinic, where they would not need to prescribe hormonal contraceptives or could instantly refer patients to another virtual nurse practitioner, but CVS responded that nurse

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<sup>16</sup> See *Minute Clinic: Clinic Locator*, CVS, <https://www.cvs.com/minuteclinic/services/birth-control-injection/in-person-visit>.

practitioners must be willing to prescribe hormonal contraceptives in even the virtual and COVID-19 clinics.

**VII. CVS Revoked Longstanding Religious Accommodations and Refused to Transfer Nurse Practitioners to Lateral Positions Even Though Numerous Nurse Practitioner Positions Remained Vacant at CVS MinuteClinics Nationwide**

80. After Ms. Kristofersdottir's termination, she diligently searched for new employment opportunities.

81. One opportunity Ms. Kristofersdottir applied for shortly after her termination was to work in one of CVS's COVID-19 clinics. However, she never received any response from CVS regarding her application.

82. Since CVS fired Ms. Kristofersdottir, the CVS MinuteClinic in Tequesta where she worked has repeatedly listed a nurse practitioner position there to be vacant.

83. In May 2022, Ms. Kristofersdottir accepted a position working as a nurse practitioner for Marathon Health in Palm Beach County, Florida.

**VIII. CVS Offered to Reinstatement Ms. Kristofersdottir While New Legislation Was Pending in Florida**

84. In March 2023, the Florida Legislature introduced a bill to protect the conscience rights of healthcare workers, known as Senate Bill 1580 ("SB 1580"). Among other things, SB 1580 was designed to protect healthcare workers from suffering any adverse actions from their employer for refusing to provide a particular medical service for a conscience-based reason. *See* Fla. Stat. § 381.00321(2)(c). An employer that violates SB 1580 is subject to an enforcement action by the Florida Attorney General. *Id.* § 381.00321(4).

85. When passage of SB 1580 became imminent, CVS sent a letter dated April 28, 2023, to Ms. Kristofersdottir offering an "unconditional offer of reinstatement," which included the following: "Upon your application for reasonable accommodation, MinuteClinic will grant your request to not prescribe contraceptives, including injections of Depo-Provera." This provided

compelling evidence that CVS could accommodate Ms. Kristofersdottir's religious beliefs—as it had for over seven years before—without hardship.

86. Less than two weeks later, Governor DeSantis signed SB 1580 into law, with an effective date of July 1, 2023.

87. After considering CVS's offer, which was made over a year after she filed her EEOC charge, Ms. Kristofersdottir concluded she was not comfortable accepting that offer to return to a company that had been so hostile to her religious beliefs, especially after accepting a position with a new employer who was willing to accommodate her religious beliefs.

## **FIRST CAUSE OF ACTION**

### **Violation of Title VII: Failure to Accommodate**

88. Plaintiff incorporates and adopts by reference the allegations in paragraphs 1 through 87 of the Complaint as if fully set forth herein.

89. Defendant CVS Health Corporation and the other named Defendants (collectively, "CVS" or "Defendants") acted jointly to implement the nationwide policy at issue in this lawsuit that impacted Ms. Kristofersdottir's employment.

90. Defendants are employers within the meaning of Title VII, 42 U.S.C. § 2000e(b).

91. Under Title VII, it is an unlawful employment practice for an employer "to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's ... religion." *Id.* § 2000e-2(a)(1).

92. "The term 'religion' includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business." *Id.* § 2000e(j).

93. A covered employer must grant a reasonable religious accommodation unless the employer can demonstrate that doing so would cause "substantial increased costs in relation to the conduct of its particular business." *Groff*, 600 U.S. at 470.

94. Ms. Kristofersdottir was an outstanding nurse practitioner and well-qualified for her position.

95. CVS knew Ms. Kristofersdottir is a Christian with religious objections to prescribing hormonal contraceptives.

96. CVS was able to reasonably accommodate Ms. Kristofersdottir's religious observance or practice without undue hardship on the conduct of the employer's business.

97. CVS accommodated Ms. Kristofersdottir's religious beliefs about prescribing hormonal contraceptives for over seven years.

98. Accommodating Ms. Kristofersdottir did not cause undue hardship to CVS's business.

99. Accommodating Ms. Kristofersdottir's religious observance or practice would not have caused substantial increased costs on the conduct of CVS's business.

100. CVS discriminated against Ms. Kristofersdottir because of her religion by revoking her religious accommodation and refusing to discuss any possible alternative religious accommodations.

101. CVS failed to consider other options to accommodate Ms. Kristofersdottir's religious beliefs or practices.

102. Out of the thousands of patients Ms. Kristofersdottir saw each year, she encountered only about five to ten requests for hormonal contraceptives. Those patients were referred to another CVS MinuteClinic provider at the same location or another nearby CVS MinuteClinic provider.

103. CVS could have accommodated Ms. Kristofersdottir in many ways, such as allowing her to refer patients requesting hormonal contraception to other CVS MinuteClinic nurse practitioners, including virtual nurse practitioners, transferring her to a larger clinic or virtual position where multiple nurse practitioners would be working at the same time, or transferring her to an education or a COVID-19 clinic that does not prescribe hormonal contraceptives.

104. CVS's discriminatory practices described above denied Ms. Kristofersdottir compensation and other benefits of employment to which she is entitled and caused her to suffer emotional distress.

105. As a direct, legal, and proximate result of the discrimination, Plaintiff sustained, and will continue to sustain, economic and emotional injuries, resulting in damages in an amount to be proven at trial.

106. Defendants are jointly and severally liable.

107. Plaintiff is entitled to front pay, back pay, restitution, and compensatory damages, including emotional pain and suffering damages. Additionally, Plaintiff is entitled to the reasonable costs of this lawsuit and her reasonable attorneys' fees.

108. CVS's conduct was intentional, and it acted with malice, oppression, or reckless indifference to the protected rights of Ms. Kristofersdottir. Plaintiff is thus entitled to punitive damages in an amount to be determined at trial. 42 U.S.C. § 1981a.

## **SECOND CAUSE OF ACTION**

### **Violation of Title VII: Disparate Treatment**

109. Plaintiff incorporates and adopts by reference the allegations in paragraphs 1 through 87 of the Complaint as if fully set forth herein.

110. Defendant CVS Health Corporation and the other named Defendants (collectively, "CVS" or "Defendants") acted jointly to implement the nationwide policy at issue in this lawsuit that impacted Ms. Kristofersdottir's employment.

111. Defendants are employers within the meaning of Title VII, 42 U.S.C. § 2000e(b).

112. Under Title VII, it is an unlawful employment practice for an employer "to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's ... religion." *Id.* § 2000e-2(a)(1).

113. CVS knew Ms. Kristofersdottir is a Christian with religious objections to prescribing hormonal contraceptives.

114. CVS discriminated against Ms. Kristofersdottir because of her religion by allowing CVS MinuteClinic nurse practitioners to refer patients for secular reasons, but not for religious reasons.

115. CVS created its change in policy out of hostility or intolerance toward practitioners like Ms. Kristofersdottir who hold religious beliefs on these issues.

116. CVS would not have terminated Ms. Kristofersdottir in the absence of her religion.

117. In the alternative, Ms. Kristofersdottir's religion was a motivating factor for her termination.

118. CVS discriminated against and fired Ms. Kristofersdottir because of her religion.

119. CVS's discriminatory practices described above denied Ms. Kristofersdottir compensation and other benefits of employment to which she is entitled and caused her to suffer emotional distress.

120. As a direct, legal, and proximate result of the discrimination, Plaintiff sustained, and will continue to sustain, economic and emotional injuries, resulting in damages in an amount to be proven at trial.

121. Defendants are jointly and severally liable.

122. CVS's conduct constitutes discrimination on the basis of religion under 42 U.S.C. § 2000e-2(a) and (m).

123. Plaintiff is entitled to front pay, back pay, restitution, and compensatory damages, including emotional pain and suffering damages. Additionally, Plaintiff is entitled to the reasonable costs of this lawsuit and her reasonable attorneys' fees.

124. CVS's conduct was intentional, and it acted with malice, oppression, or reckless indifference to the protected rights of Ms. Kristofersdottir. Plaintiff is thus entitled to punitive damages in an amount to be determined at trial. 42 U.S.C. § 1981a.

### **THIRD CAUSE OF ACTION**

#### **Violation of Title VII: Disparate Impact**

125. Plaintiff incorporates and adopts by reference the allegations in paragraphs 1 through 87 of the Complaint as if fully set forth herein.

126. Defendant CVS Health Corporation and the other named Defendants (collectively, “CVS” or “Defendants”) acted jointly to implement the nationwide policy at issue in this lawsuit that impacted Ms. Kristofersdottir’s employment.

127. Defendants are employers within the meaning of Title VII, 42 U.S.C. § 2000e(b).

128. Under Title VII, it is an unlawful employment practice for an employer “to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s ... religion.” *Id.* § 2000e-2(a)(2); *see also id.* § 2000e-2(k)(1).

129. On or about August 2021, CVS announced its policy or practice that it would now deem “pregnancy prevention” services to be “essential” functions that “must be offered by every Provider and Nurse, as appropriate to licensure, at MinuteClinic.”

130. Under this policy, CVS will not grant any exceptions.

131. CVS’s policy or practice was not consistent with business necessity.

132. Less discriminatory alternatives, including allowing religious accommodations or allowing exceptions for providers and nurses who work in positions or locations where they are never or rarely asked to provide such services, such as COVID-19 clinics, were available.

133. This policy has a disparate impact on employees, including Christian employees like Ms. Kristofersdottir, who have religious beliefs inconsistent with providing hormonal contraceptives.

134. As a direct, legal, and proximate result of the discrimination, Plaintiff sustained, and will continue to sustain, economic and emotional injuries, resulting in damages in an amount to be proven at trial.

135. Defendants are jointly and severally liable.

136. Plaintiff is entitled to front pay, back pay, restitution, and compensatory damages, including emotional pain and suffering damages. Additionally, Plaintiff is entitled to the reasonable costs of this lawsuit and her reasonable attorneys' fees.

#### **FOURTH CAUSE OF ACTION**

##### **Violation of Florida Civil Rights Act: Religious Discrimination**

137. Plaintiff incorporates and adopts by reference the allegations in paragraphs 1 through 87 of the Complaint as if fully set forth herein.

138. Defendant CVS Health Corporation and the other named Defendants (collectively, "CVS" or "Defendants"), acted jointly to implement the nationwide policy at issue in this lawsuit that impacted Ms. Kristofersdottir's employment.

139. Defendants are employers within the meaning of Fla. Stat. § 760.02(7) because they have 15 or more employees for each working day in 20 or more calendar weeks.

140. The Florida Civil Rights Act of 1992 guarantees employees "freedom from discrimination" because of religion. *Id.* § 760.01(2).

141. It is an unlawful employment practice in Florida to "discharge . . . any individual" or "discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment" because of religion. *Id.* § 760.10(1)(a).

142. CVS created its change in policy out of hostility or intolerance toward practitioners like Ms. Kristofersdottir who hold religious beliefs on these issues.

143. CVS's failure to provide Plaintiff with a reasonable religious accommodation and decision to terminate her employment constituted discrimination on the basis of religion under Fla. Stat. § 760.10(1)(a).

144. CVS would not have terminated Ms. Kristofersdottir in the absence of her religion.

145. As a direct, legal, and proximate result of the discrimination, Plaintiff sustained, and will continue to sustain, economic and emotional injuries, resulting in damages in an amount to be proven at trial.

146. Defendants are jointly and severally liable.

147. CVS's discriminatory practices described above denied Ms. Kristofersdottir compensation and other benefits of employment to which she is entitled. Ms. Kristofersdottir is entitled to front pay, back pay, and compensatory damages, including emotional pain and suffering damages. Additionally, Ms. Kristofersdottir is entitled to the reasonable costs of this lawsuit and her reasonable attorneys' fees.

148. CVS's conduct was intentional, and it acted with malice or reckless indifference to the protected rights of Ms. Kristofersdottir. Plaintiff is thus entitled to punitive damages in an amount to be determined at trial. Fla. Stat. § 760.11(5).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief and judgment as follows:

- a. Declare that the acts and practices complained of herein are in violation of Title VII and Florida law;
- b. Enjoin and permanently restrain these violations of Title VII and Florida law;
- c. Order Defendants to institute and carry out policies, practices, and programs which provide equal employment opportunities for Ms. Kristofersdottir and which eradicate the effects of its past and present unlawful employment practices;
- d. Order Defendants to make Plaintiff whole for all earnings and benefits she would have received but for Defendants' discriminatory treatment, including, but not limited to, wages and benefits, including interest, pre-judgment and post-judgment;
- e. Order Defendants to make Plaintiff whole by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices complained of herein, in amounts to be determined at trial;
- f. Order Defendants to make Plaintiff whole by providing compensation for past and future non-pecuniary losses resulting from the unlawful practices complained of herein, including

emotional pain and suffering, humiliation, inconvenience, and loss of enjoyment of life, in amounts to be determined at trial;

- g. Order Defendants to pay Plaintiff punitive damages for its malicious, oppressive conduct, in amounts to be determined at trial;
- h. Order Defendants to pay Plaintiff nominal damages;
- i. Award Plaintiff the costs associated with this action and reasonable attorneys' fees against Defendants, as provided by Section 706(k) of Title VII, 42 U.S.C. § 2000e-5(k) and Fla. Stat. § 760.11(5).
- j. All other further relief that the Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury.

Respectfully submitted this 18th day of January 2024.

David J. Hacker\*  
TX Bar No. 24103323  
Stephanie N. Taub\*  
TX Bar No. 24133496  
Ryan N. Gardner\*  
TX Bar No. 24101790  
FIRST LIBERTY INSTITUTE  
2001 West Plano Pkwy., Ste. 1600  
Plano, TX 75075  
(972) 941-4444  
dhacker@firstliberty.org  
staub@firstliberty.org  
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Doug Peterson\*  
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Lincoln, NE 68510  
(402) 475-8230  
dpeterson@firstliberty.org

\*Application for  
admission *pro hac vice* forthcoming

\*\*Admission to Southern District of Florida  
pending

/s/ Jonathan Berry  
Jonathan Berry\*  
DC Bar No. 1016352  
Jared M. Kelson\*  
DC Bar No. 241393  
Andrew Smith\*  
Tennessee Bar No. 040117  
BOYDEN GRAY PLLC  
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/s/ Amber Stoner Nunnally  
Amber Stoner Nunnally  
Florida Bar No. 109281  
Robert E. Minchin III\*\*  
Florida Bar No. 1033022  
LAWSON HUCK GONZALEZ, PLLC  
215 South Monroe Street, Suite 320  
Tallahassee, Florida 32301  
(850) 825-4334  
amber@lawsonhuckgonzalez.com  
bob@lawsonhuckgonzalez.com



## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office  
100 SE 2nd St, Suite 1500  
Miami, FL 33131  
(800) 669-4000  
Website: [www.eeoc.gov](http://www.eeoc.gov)

### **DISMISSAL AND NOTICE OF RIGHTS**

(This Notice replaces EEOC FORMS 161, 161-A & 161-B)

Issued On: 10/25/2023

**To:** Mrs. Gudrun Kristofersdottir

6302 Fox Run Circle

Jupiter, FL 33458

Charge No: 510-2022-07763

EEOC Representative and email: EDGAR COLE  
Investigator  
Edgar.Cole@eeoc.gov

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### **DISMISSAL OF CHARGE**

The EEOC has granted your request for a Notice of Right to Sue, and more than 180 days have passed since the filing of this charge.

The EEOC is terminating its processing of this charge.

### **NOTICE OF YOUR RIGHT TO SUE**

This is official notice from the EEOC of the dismissal of your charge and of your right to sue. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice.** Receipt generally occurs on the date that you (or your representative) view this document. You should keep a record of the date you received this notice. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file a lawsuit based on this charge, please sign-in to the EEOC Public Portal and upload the court complaint to charge 510-2022-07763.

On behalf of the Commission,

Digitally Signed By: Evangeline Hawthorne  
10/25/2023

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Evangeline Hawthorne  
Director

**Cc:**

Lorraine Hendricksen  
CVS  
1 CVS DR  
WOONSOCKET, RI 02895

Todd M Reed  
Littler Mendelson, P.C.  
1 FINANCIAL PLZ STE 2200  
Providence, RI 02903

Stephanie Taub  
First Liberty Institute  
2001 W. Plano Parkway, Suite 1600  
Plano, TX 75075

Ryan Gardner  
First Liberty Institute  
2001 W Plano Pkwy  
PLANO, TX 75075

Please retain this notice for your records.

## **INFORMATION RELATED TO FILING SUIT UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court **under Federal law**. If you also plan to sue claiming violations of State law, please be aware that time limits may be shorter and other provisions of State law may be different than those described below.)*

### **IMPORTANT TIME LIMITS – 90 DAYS TO FILE A LAWSUIT**

If you choose to file a lawsuit against the respondent(s) named in the charge of discrimination, you must file a complaint in court **within 90 days of the date you receive this Notice**. Receipt generally means the date when you (or your representative) opened this email or mail. You should **keep a record of the date you received this notice**. Once this 90-day period has passed, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and the record of your receiving it (email or envelope).

If your lawsuit includes a claim under the Equal Pay Act (EPA), you must file your complaint in court within 2 years (3 years for willful violations) of the date you did not receive equal pay. This time limit for filing an EPA lawsuit is separate from the 90-day filing period under Title VII, the ADA, GINA, the ADEA, or the PWFA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA, the ADEA or the PWFA, in addition to suing on the EPA claim, your lawsuit must be filed within 90 days of this Notice and within the 2- or 3-year EPA period.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Filing this Notice is not enough. For more information about filing a lawsuit, go to <https://www.eeoc.gov/employees/lawsuit.cfm>.

### **ATTORNEY REPRESENTATION**

For information about locating an attorney to represent you, go to:  
<https://www.eeoc.gov/employees/lawsuit.cfm>.

In very limited circumstances, a U.S. District Court may appoint an attorney to represent individuals who demonstrate that they are financially unable to afford an attorney.

### **HOW TO REQUEST YOUR CHARGE FILE AND 90-DAY TIME LIMIT FOR REQUESTS**

There are two ways to request a charge file: 1) a Freedom of Information Act (FOIA) request or 2) a "Section 83" request. You may request your charge file under either or both procedures. EEOC can generally respond to Section 83 requests more promptly than FOIA requests.

Since a lawsuit must be filed within 90 days of this notice, please submit your FOIA and/or Section 83 request for the charge file promptly to allow sufficient time for EEOC to respond and for your review.

**To make a FOIA request for your charge file**, submit your request online at <https://eeoc.arkcase.com/foia/portal/login> (this is the preferred method). You may also submit a FOIA request for your charge file by U.S. Mail by submitting a signed, written request

identifying your request as a “FOIA Request” for Charge Number 510-2022-07763 to the District Director at Evangeline Hawthorne, 100 SE 2nd St Suite 1500

Miami, FL 33131.

**To make a Section 83 request for your charge file**, submit a signed written request stating it is a "Section 83 Request" for Charge Number 510-2022-07763 to the District Director at Evangeline Hawthorne, 100 SE 2nd St Suite 1500

Miami, FL 33131.

You may request the charge file up to 90 days after receiving this Notice of Right to Sue. After the 90 days have passed, you may request the charge file only if you have filed a lawsuit in court and provide a copy of the court complaint to EEOC.

For more information on submitting FOIA requests, go to <https://www.eeoc.gov/eeoc/foia/index.cfm>.

For more information on submitted Section 83 requests, go to <https://www.eeoc.gov/foia/section-83-disclosure-information-charge-files>.

**GUDRUN KRISTOFERSDOTTIR**  
6302 Fox Run Cir • Jupiter • FL 33458  
405-315-6363 • [gunna1024@aol.com](mailto:gunna1024@aol.com)

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**FAMILY NURSE PRACTITIONER**  
**Clinical, Training, Supervision and Leadership Skills**

A highly skilled Nurse Practitioner with excellent clinical skills, and qualifications in management and education. Extremely motivated and independent. Maintains an excellent professional relationship with colleges and patience.

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**EDUCATION, LICENSES & CREDENTIALS**

**MSN** – University of Nevada, Las Vegas, NV, 2000  
**BSN** – University of Iceland, Reykjavik, Iceland, 1989

**APRN 9229457** State of Florida, Department of Health  
**RN** Ministry of Health and Social Security, Iceland #2544

**Board Certified Family Nurse Practitioner**, American Nurses Credentialing Center, 2002, current  
**BLS** current  
**DOT/CDL** certified Medical Examiner.

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**PROFESSIONAL EXPERIENCE**

<b>Family Nurse Practitioner</b>	2001-2023
Marathon Health, Palm Beach County, Florida (Part time)	2022-present
<ul style="list-style-type: none"><li>• Provide employee primary, chronic, preventative and acute care</li><li>• DOT physical certification, annual physical</li></ul>	
CVS Health, Minute clinic, Tequesta, Florida (Full time)	2014-2022
<ul style="list-style-type: none"><li>• Provided convenient and chronic care in a walk-in setting</li><li>• DOT physical certified</li></ul>	
USAF Special Forces Medical Group – Occupational Health, Hurlburt Field, Florida (Full time)	2010-2014
<ul style="list-style-type: none"><li>• Expert knowledge in health screening, health promotion, medical standards, occupational exposures</li><li>• Competent in travelers medicine, immunizations, TB, PAP and audiogram screening</li><li>• Strong focus on TBI, PTSD and MH screening and care</li><li>• Award Recipient: Good Catch Award (multiple) and Silent Professional Award</li><li>• Evaluation Report Comment: Clinical competence is above reproach.</li></ul>	
Today Clinic, Oklahoma City, Oklahoma (Part time)	2009
<ul style="list-style-type: none"><li>• Provided urgent and primary care including minor procedures</li><li>• Focus on Hispanic population; proficient in medical Spanish</li></ul>	
USAF Medical Group – Family Practice Clinic, Kadena Air Base, Okinawa, Japan (Part time)	2007-2008
<ul style="list-style-type: none"><li>• Provided primary care with focus on acute care</li></ul>	
USAF Special Forces Medical Group – Family Practice Clinic, Hurlburt Field, Florida (Full time)	2005-2006
<ul style="list-style-type: none"><li>• Managed acute and chronic disease, including health promotion for panel of 1500 patients.</li></ul>	

- Emergency Medicine South – South Georgia Medical Center, Convenient Care (Part time) 2004-2005
- Provided urgent care with heavy focus on diagnostic testing, including laboratory, radiographs and EKGs
  - Skillful in procedures including wound care, suturing, I&D and toe nail removal
- Naval Air Station – Outpatient Clinic, Keflavik, Iceland (Part time) 2001-2003
- Provided primary care with focus on health promotion and women's health
- Lecturer** 2003
- Self-employed, Reykjavik, Iceland
- Delivered private lectures/instruction in physical assessment to RNs employed by hospitals/private practices
- Academic Instructor** 2002
- University of Iceland, Reykjavik, Iceland
- Provided clinical instruction to undergraduate nursing students in physical assessment
  - Evaluated classroom and clinical performance
- Officer Nurse** 1996
- Norwegian Field Hospital, Nordic-Polish Brigade, Implementation Force, Bosnia-Herzegovina
- Selected by the Icelandic Government to work for NATO
  - Performed nursing and management duties on a surgical-medical ward
- Department Manager** 1994 – 1996
- Department of Neurosurgery/Ear, Nose & Throat Surgery, Reykjavik Hospital, Iceland
- Recruited and trained professional staff; evaluated performance against industry standards
  - Developed and implemented new nursing care plans
- Clinical Instructor** 1991 – 1992
- University of Iceland, Reykjavik, Iceland
- Provided classroom instruction in Medical-Surgical Nursing; evaluated undergraduate nursing students in clinical practice
- Staff Nurse** 1989 – 1993
- National Trauma Center, Department of Intensive Care, Reykjavik Hospital, Iceland 1990-1993
- Counseled patients and families in crisis; experienced in a fast-paced, high tech environment.
- Reykjavik Hospital, Medical & Surgical Departments, Iceland 1989-1990
- Performed history taking, physical assessment and provided direct patient care.

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### UNIVERSITY & PROFESSIONAL DEVELOPMENT

Member: Education Committee, Icelandic Nurses Association

Member: Education Committee, Association of University Graduated Nurses in Iceland

Student Representative: Curriculum Committee, Department of Nursing, University of Iceland

Author: 'Report on Nurse Practitioner Role in Health Care Settings'; Icelandic Nurses Association

### AFFILIATIONS

American Academy of Nurse Practitioners

Icelandic Nurses Association

GUDRUN KRISTOFERSDOTTIR

405-315-6363 [gunna1024@aol.com](mailto:gunna1024@aol.com)

Document No: MCHR-02	TITLE: Conscience Policy		
Parent Document(s): N/A			
Effective Date: 04/01/2014	Last Review Date: 04/01/2014	Business Unit/Department Owner: Chris Gruttadauria – Advisor, HR Business Partner	
		Reviewed and Approved By: Randal Stowell - Sr. Director, HR Business Partner	
Exhibit(s): N/A			
Document Type:	<input checked="" type="checkbox"/> Policy and Procedure	<input type="checkbox"/> Standard	<input type="checkbox"/> Work Instructions /Training Manual

## POLICY

To ensure that policies, procedures, and standards regarding religious and/or cultural accommodations are communicated, recorded, implemented, and maintained in a consistent manner across CVS Caremark.

## SCOPE

This policy applies to all MinuteClinic Field Healthcare Providers

## POLICY & PROCEDURE

It is MinuteClinic policy that providers are responsible for ensuring that all patients' health care needs are promptly and appropriately managed within the scope of approved practice guidelines. MinuteClinic recognizes that some providers may have sincere religious/cultural beliefs or practices which prevent them from successfully providing certain MinuteClinic services or prescribing specific medications. MinuteClinic providers must submit a written request for a Religious/Cultural Belief or Practice Accommodation to their supervisor and Human Resources Business Partner before they are in a situation where they may be asked to deliver a service or prescribe a medication for which a religious or cultural objection exists. A form for requesting a Religious/Cultural Belief or Practice Accommodation is set forth on the following pages. After MinuteClinic receives a fully completed form requesting a religious or cultural accommodation, the Company will determine whether an accommodation can be granted. All accommodations must be approved by the employee's supervisor and the HR Business Partner.

### Employee Responsibility:

- a. Responsible for reading, understanding, and knowing where the Conscience Policy and related documents are located.
- b. Responsible for accurately completing a MinuteClinic "Form for Requesting a Religious/Cultural Belief or Practice Accommodation" (*refer to Conscience Policy: Appendix 1.*)
- c. Responsible for promptly submitting a completed "Form for Requesting a Religious/Cultural Belief or Practice Accommodation" to the appropriate supervisor and HR Business Partner.

<b>TITLE:</b>	CVS Caremark Policy on Policies and Procedures
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**Supervisor and HR Business Partner Responsibility:**

- a. Ensure document is completed as required.
- b. Determine and communicate to the employee whether or not the accommodation is granted.

***If religious/cultural belief or practice accommodation is granted:***

- a. Develop and deploy resultant workflow accommodations, ensuring that the health care needs of the patient are met with satisfaction.
- b. Ensure appropriate communication to and training of all employees impacted by the Religious/Cultural Belief or Practice Accommodation.
- c. All training is required to be documented by the employee who conducts the training. This employee will ensure training documentation is forwarded to Human Resources for hard copy or electronic filing.

**RELATED POLICIES/REFERENCES**

**Appendix 1: FORM FOR REQUESTING A RELIGIOUS/CULTURAL BELIEF OR PRACTICE ACCOMMODATION**

<b>TITLE:</b>	CVS Caremark Policy on Policies and Procedures
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MC Employee: Gudrun Kristofersdottir, ARNP  
ID: 1223236

## APPENDIX 1:

**FORM FOR REQUESTING A  
RELIGIOUS/CULTURAL BELIEF OR PRACTICE ACCOMMODATION**

If you are an employee of MinuteClinic engaged in the delivery of health care either to a patient or to a specific group in a population and need to request approval for a Religious or Cultural Accommodation, complete the following form and submit it to your immediate Supervisor and area Human Resources Director.

To: Lorraine Hendrickson  
Supervisor

and Dana Hurley  
Human Resources Business Partner

**Subject:** Request for Religious or Cultural Accommodation

**Date:** 12/28/2015

**1. Please identify your religion or culture:**

Roman Catholic

**2. Please identify the approved MinuteClinic service offering or guideline-recommended pharmacologic agent with respect to which you need an accommodation:**

1. Medroxy-progesterone 150mg/ml injection  
2. Oral contraceptive medication prescription or renewal  
3. Emergency contraception

**3. Please describe your religious/cultural belief or practice that is in conflict with the provision of this service or prescribing of this pharmacologic agent:**

As a member of the Roman Catholic Church, I believe in the dignity of human life from time of conception until natural death and any act that is aimed at ending life is immoral. Furthermore, in accordance with my faith I believe the purpose of marriage is for the procreation of human life and intervention that renders procreation impossible is immoral and irreconcilable with the purpose of conjugal life and human sexuality.

**4. Please identify any accommodation that you feel could be taken to resolve the conflict between your religious/cultural belief or practice and the approved MinuteClinic service offering or guideline-recommended pharmacologic agent described above:**

I believe the best way to meet my pt's health care needs is in referring them same day to a Minute Clinic down on Prosperity or PGA (approx. 15 min drive from my home clinic). Another accommodation includes having pt return to my home clinic at a different day when I am not working.

<b>TITLE:</b>	<b>CVS Caremark Policy on Policies and Procedures</b>
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**DEFINITIONS** (All defined words in this document should be displayed with initial capitals, except for acronyms.) :

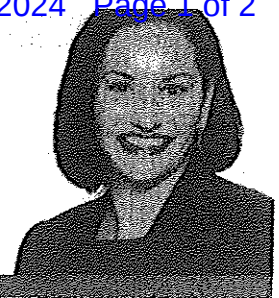
1. **Contractor:** Any person who is not an Employee and who provides services to CVS Caremark and/or MinuteClinic pursuant to (a) an independent contractor or consulting agreement between the person and CVS Caremark and/or MinuteClinic, or (b) the person's employment by a third party, where the third party has an agreement with CVS Caremark and/or MinuteClinic to provide such services to CVS Caremark and/or MinuteClinic.
2. **CVS Caremark:** CVS Caremark Corporation and each of its subsidiaries and affiliates.
3. **CVS Pharmacy:** CVS Pharmacy, Inc., and each of its retail and specialty pharmacy subsidiaries and affiliates.
4. **Employee:** Any full-time, part-time, temporary, or casual employee of CVS Caremark or MinuteClinic, including interns and externs employed by CVS Caremark or MinuteClinic.
5. **CVS Retail:** Employees that work in a CVS retail pharmacy.
6. **MinuteClinic:** MinuteClinic, L.L.C., a retail based health care provider company, and subsidiary of CVS Pharmacy, Inc. MinuteClinic includes each of its subsidiaries and managed practices.

#### REVIEW AND REVISION HISTORY

Date	Revision No.	Reason for Change	Sections Affected
06/19/14	1.0	Template Change	All

# MinuteClinic Providers & Nurses Town Hall Summary

August 26, 2021



## Key Updates

- To access this week's Town Hall recording, visit the COVID-19 Resources Intranet Page under Daily Info you Need to Know>Archives>Town Hall Recordings or [click here](#). **The next Town Hall will take place on September 9, 1:30 to 2:00 p.m. ET.**

### CVS Health COVID-19 Vaccine Mandate

- Earlier this week we announced that CVS Health made the decision to require that all colleagues in certain roles be fully vaccinated against COVID-19 by **October 31, 2021**.
- This applies to **all MinuteClinic colleagues**, including on-site MinuteClinic corporate colleagues, ADs, SPMs, NPs, PAs, LVNs, LPNs, ANs, LCSWs, Educators, students and our contingent workers providing COVID-19 testing.
- Colleagues who need a **reasonable accommodation** due to a medical condition or religious belief may apply with our Advice and Counsel team via myLeave within myHR, or by calling 888-694-7287.
- We are also **updating the essential functions** of our provider and nurse roles to help ensure our patients have a consistent experience at all of our clinics. This includes:
  - Offering, ordering and administering immunizations and injections and providing evidence-based patient/parent vaccine counseling and education has always been and will continue to be an essential function for all patient-facing roles at MinuteClinic. This includes, but is not limited to evidence-based counseling and administration of the COVID-19 vaccine.
  - Providing holistic, evidence-based care inclusive of education and treatment for pregnancy prevention, sexually transmitted infection (STI) prevention and safer sex practices is an essential step on our journey to primary care enablement and must be offered by every Provider and Nurse, as appropriate to licensure, at MinuteClinic.

### Three Key Focus Areas for the remainder of 2021

- COVID-19 Point of Care Testing:** Following a phased approach to transition POCT oversight to Area 6 virtual providers. Regions have been prioritized for transition based on VPH, with busiest clinics at the top of the list. On track to begin transitioning priority regions **starting the week of 9/8**, with other regions to follow.
- Patient Care Transformation (PCT) Update:** Based on feedback from our providers and field leaders, moving to a **phased roll-out**. This is consistent with previous large initiatives (e.g., Epic), gives us time to quickly identify and remediate any gaps and provides more time to recruit, hire and train ancillary nursing staff. Phase 1 sites will launch on 1/14/22, including small cohort of 1-2 markets per region, going live with all services. Fast follow, with additional clinics going live 2/27, and bulk of our clinics live by 4/3. SPMs getting more details and will begin sharing early next week.
- Sick Season 2021/2022:** Key priority is ensuring adequate staffing in our clinics for sick season and we are working aggressively to fill new positions.

# MinuteClinic Providers & Nurses Town Hall Summary

August 26, 2021



## Quality Updates

### COVID-19 Vaccine Update

- FDA approved first COVID-19 vaccine this week (Pfizer/BioNTech vaccine).
- MinuteClinic will be adding mRNA COVID-19 vaccines to our services in mid September.
- J&J COVID-19 vaccine safety and quality reminders: Indicated for **ages 18+**, vial expires and must be discarded **6 hours** after it is opened, and it is important to document the vaccine the **day it is administered**
- COVID-19 vaccine boosters: Not quite ready yet, stay tuned. Awaiting guidance from CDC/ACIP. First populations eligible for boosters would be health care providers, residents of LTC facilities and older adults.
- Third dose of mRNA COVID-19 vaccines are available now for certain immunocompromised patient populations

### Updated MinuteClinic Policy on Medical and Religious Exemptions Requests

- Updated policy to specify that MinuteClinic is not the right provider to provide these exemption letters for patients. Recommend those seeking a religious exemption be referred back to a leader in their religious organization or to the primary care provider or specialist who has documented the history for which a medical exemption is being requested.
- Can review this policy on the Intranet, on the Policy page under Position Statements

### COVID-19 Delta Variant

- Protect yourself by getting vaccinated, continuing to follow standard and airborne transmission precautions, asking patients to wear a mask and follow distancing guidelines
- CASPR Compact Pro units shipping this week, will have one in the main exam room at all clinics

## Resources

As always, please continue to share your feedback and ask questions. Please either reach out to your leader or send an email to [MCCOVID-19@CVSHealth.com](mailto:MCCOVID-19@CVSHealth.com).