

THIRD AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND
GRIFFIN HOSPITAL

THIS THIRD AMENDMENT, with an effective date of December 29, 2020 (hereinafter, the “Amendment”), is made and entered into by and between the State of Connecticut (the “State”) Office of the State Comptroller (the “Comptroller”) and Griffin Hospital. (hereinafter “Griffin” or the “Contractor,” and together with the Comptroller, the “Parties”) to modify the Agreement between the State and Griffin dated July 31, 2020, to provide services that consists of processing collection samples and reporting test results to the Department of Public Health, to Comptroller and other stakeholders, as directed (the “Agreement”).

WITNESSETH:

WHEREAS, the State and the Contractor agree to amend certain provisions of the Agreement as provided by section 7B “Amendments” of the Agreement; and

WHEREAS, the State and the Contractor agree on the need to vaccinate state employees for COVID-19 consistent with the State of Connecticut’s vaccination plan and prioritization; and

WHEREAS, Contractor agrees to provide on-site COVID-19 vaccination services for state employees per the direction of the State.

NOW, THEREFORE, the Agreement is amended as follows:

1. All capitalized terms used herein shall have the same meaning as is ascribed to them in the Agreement, unless otherwise defined herein. All other terms and conditions of the Agreement remain in effect.
2. The Agreement is hereby amended to add Exhibit C, Scope of Service for COVID-19 vaccination.
3. The State and Contractor will execute a Statement of Work for each state agency that the State requests Contractor provide COVID-19 vaccination services for pursuant to Exhibit C.

EXHIBIT C
SCOPE OF SERVICES FOR COVID-19 VACCINATION

The Contractor Agrees to provide the following COVID-19 vaccination services to the State for its employees:

- A. Contractor shall work with the State to determine the scope of COVID-19 vaccination services required to meet the needs of each state agency for which Contractor and the State have executed a Statement of Work.
- B. Contractor shall work with the State to determine the number of potential state employees eligible to be vaccinated, locations for vaccination clinics, and days of the week and times that Contractor's staff would be on-site to vaccinate employees.
- C. Contractor shall provide staff properly trained and qualified to provide COVID-19 vaccination services on the designated days and times agreed to by the State and Contractor.
- D. Contractor shall provide clinical staff to respond and manage any immediate post-vaccinations issues or complications.
- E. Contractor shall provide communications support and guidance to the State, including the following:
 - i. Contractor shall provide the State copies of its resources for employees to address common questions and concerns about the COVID-19 vaccination. Contractor shall provide the State with updates that Contractor might produce from time to time with updated information.
 - ii. Contractor shall provide the State copies of its outreach material to employees discussing the registration process in the VAMS system and steps employees must complete prior to receiving the COVID-19 vaccine.
- F. Contractor shall work with the State and complete the steps necessary to request the vaccine doses necessary to meet the vaccination needs of state employees pursuant to any Statement of Work.
- G. Contractor shall provide support and guidance uploading any rosters generated by the State pursuant to any Statement of Work into the VAMS system.
- H. Contractor will be responsible for providing:
 - i. All supplies and equipment necessary for the administration of COVID-19 vaccines to state employees.
 - ii. Staff for vaccinations, as well as oversight of all activities.
 - iii. Management of all vaccine to be administered to state employees.
 - iv. Education and counseling services as part of the vaccination process for state employees.
 - v. Billing and collections for services
- I. The State will:
 - i. A minimum of 5 business days prior to any vaccines being administered – work with Contractor to prepare a Statement of Work (SOW)

- ii. The State shall assist and be responsible for the following items:
 - 1. Identify anticipated volume of state of employees who will be vaccinated.
 - 2. Assist Contractor in obtaining any information necessary for Contractor to create registrations in its electronic medical record system.
 - 3. Work with state agencies to develop a vaccination plan, including days of the week and times conducive to vaccination and which staff will be vaccinated on designated weeks and days.
 - 4. Work with Contractor to ensure Contractor can request and receive all vaccine doses necessary to perform under this Agreement.
 - 5. Identify staff who could assist Contractor with any clerical or administrative tasks necessary prior to or after vaccination administration to state employees.
 - 6. Be responsible for all communication with state employees.
 - 7. Identify an appropriate space for Contractor to perform vaccination services, including a space for state employees to be observed post-vaccination, and facilitate availability of all spaces during designated days and times.

J. Administration of COVID-19 Vaccine

- i. Griffin must administer COVID-19 Vaccine in accordance with all requirements and recommendations of CDC and CDC's Advisory Committee on Immunization Practices (ACIP).
- ii. Within twenty-four (24) hours of administering a dose of COVID-19 Vaccine and adjuvant (if applicable), Griffin must record in the vaccine recipient's record and report required information to the State Department of Public Health ("DPH"). Details of required information (collectively, Vaccine Administration Data) for reporting can be found, and should be regularly monitored for updates, on the CDC website.
- iii. Griffin must submit Vaccine-Administration Data through either (1) the immunization information system (IIS) of the state and local or territorial jurisdiction or (2) another system designated by CDC according to CDC documentation and data requirements.
- iv. Griffin must preserve the record for at least three (3) years following vaccination, or longer if required by state, local, or territorial law. Such records must be made available to any federal, state, local, or territorial public health department to the extent authorized by law.
- v. Griffin must not sell or seek reimbursement for COVID-19 Vaccine and any adjuvant, syringes, needles, or other constituent products and ancillary supplies that the federal government provides without cost to Griffin.
- vi. Griffin administer COVID-19 Vaccine regardless of the vaccine recipient's ability to pay COVID-19 Vaccine administration fees.

- vii. Before administering COVID-19 Vaccine, Griffin must provide an approved Emergency Use Authorization (EUA) fact sheet or vaccine information statement (VIS), as required, to each vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative.
- viii. Griffin's COVID-19 vaccination services must be conducted in compliance with CDC's Guidance for Immunization Services During the COVID-19 Pandemic for safe delivery of vaccines.
- ix. Requirements for COVID-19 Vaccine Management
- x. Griffin must comply with CDC requirements for COVID-19 Vaccine management. Those requirements include the following:
 - 1. Griffin must store and handle COVID-19 Vaccine under proper conditions, including maintaining cold chain conditions and chain of custody at all times in accordance with the manufacturer's package insert and CDC guidance in CDC's Vaccine Storage and Handling Toolkit 4, which will be updated to include specific information related to COVID-19 Vaccine;
 - 2. Griffin must monitor vaccine-storage-unit temperatures at all times using equipment and practices that comply with guidance located in CDC's Vaccine Storage and Handling Toolkit 4;
 - 3. Griffin must comply with each relevant jurisdiction's immunization program guidance for dealing with temperature excursions;
 - 4. Griffin must monitor and comply with COVID-19 Vaccine expiration dates; and
 - 5. Griffin must preserve all records related to COVID-19 Vaccine management for a minimum of three (3) years, or longer if required by state, local, or territorial law.
- xi. Griffin must report the number of doses of COVID-19 Vaccine and adjuvants that were unused, spoiled, expired, or wasted as required by the relevant jurisdiction.
- xii. Griffin must comply with all federal instructions and timelines for disposing COVID-19 vaccine and adjuvant, including unused doses.
- xiii. Griffin must report moderate and severe adverse events following vaccination to the Vaccine Adverse Event Reporting System (VAERS).
- xiv. Griffin must provide a completed COVID-19 vaccination record card to every COVID-19 Vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative. Each COVID-19 Vaccine shipment will include COVID-19 vaccination record cards.
- xv. Griffin must comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 Vaccine.
- xvi. Griffin must administer COVID-19 Vaccine in compliance with all applicable state and territorial vaccination laws.

xvii. This Amendment expressly incorporates all recommendations, requirements, and other guidance identified in the weblinks below. Griffin must monitor such identified guidance for updates and must comply with such updates.

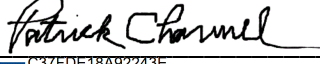
1. <https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>
2. <https://www.cdc.gov/vaccines/programs/iis/index.html>
3. <https://www.cdc.gov/vaccines/pandemic-guidance/index.html>
4. <https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>

K. Payment – The State shall pay Contractor for each dose of COVID-19 vaccine that Contractor administers pursuant to any Statement of Work executed by the Parties.

- i. The State shall pay Contractor \$38.39 per dose to administer any single-dose COVID-19 vaccine.
- ii. The State shall pay Contractor \$65.33 per dose to administer any COVID-19 vaccine requiring a series of 2 doses.


IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

Griffin Hospital

DocuSigned by:
By: 
C37FDE18A92243E...
Patrick Charmel
President/CEO
12/29/2020

Date: _____

Office of the State Comptroller

DocuSigned by:
By: 
8B0E4AD57D3F4E6...
Kevin Lembo
Comptroller of the State of Connecticut
12/29/2020

Date: _____

Connecticut Attorney General (Approved as to form)

By: _____

Joseph Rubin

Date: _____