

FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND
CIC HEALTH, LLC

THIS FIRST 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 CIC Health (hereinafter “CIC Health” or the “Contractor,” and together with the Comptroller, the “Parties”) to modify the Agreement between the State and CIC Health dated December 18, 2020, to arrange to provide COVID-19 testing Services to the State 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 to reflect that in the event that CIC Health is requested to establish community testing sites open to the general public that require additional infrastructure, CIC Health will provide an itemized Statement of Work (“SOW”) that will list all infrastructure items and the associated pricing for the State’s approval;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree 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. Exhibit B: Pricing and Payment, section I. c. is hereby amended in its entirety and replaced to add the following:

Service		Price
Per-Test Fee for RT-PCR Tests* <small>(Fees are inclusive of: lab services, physician referral fee, software and reporting fees, CIC Health services)</small>		\$61.72
Using ixLayer/PWN		
One-time Set Up Costs per Site	Itemized Cost	\$5,348.00
• 2 Label printers	\$160.00	
• 1 Printer	\$80.00	
• 2 ipads or PCs	\$2,800.00	
• 2 Barcode scanners	\$128.00	

Service		Price
<ul style="list-style-type: none"> • U-shaped acrylic shields for 2 stations • Extension cords for 2 stations • Trash cans • Power strips for 2 stations • Instruction posters • Social distance markers 	\$280.00 \$50.00 \$100.00 \$50.00 \$1,500.00 \$200.00	
Staffing costs at collection site		\$35 hour per person
Collection Supplies		CIC Health will provide two label printers for each collection site. However, in case, the State determines that a collection site requires additional printers and or labels, CIC Health will provide requested printers and or labels to the State at a cost of: (i) \$77.00 per additional Dymo label printer; and (ii) \$12 per 500 Dymo labels.

3. Exhibit B: Pricing and Payment, is hereby amended to add a new Section III, Statement of Work (“SOW”) as follows:

III. Statement of Work (“SOW”):

A. CIC Health will provide the State with a SOW for each public site relating to infrastructure for such specific site prior to setting up each community testing site.

B. Each SOW shall include the following information and any other information agreed upon by CIC Health and the State:

- 1. Site Location*
- 2. Start date of testing services for Site Location*
- 3. End date of testing services for Site Location*
- 4. Anticipated Capacity for Site Location*
- 5. Set Up Requirements for Site:*
 - a) Check-in/Registration Station*
 - (1) Registration station should be outside or in a separate area from specimen collection. The points of entry to the facility should be monitored and limited. Check-in staff will ensure that people arriving to*

be tested are wearing a facemask and their hands are sanitized; masks (if needed) and sanitizer should be provided. Verify identity, distribute/collect signed consent forms and prepare test kit labels.

b) Check-out Station:

(1) Following specimen collection, individuals will receive exit educational material and instructions on how to obtain test results.

c) Consideration for Testing Indoors:

(1) State and CIC Health shall jointly select appropriate indoor location, contingent upon appropriateness of air filtration and flow for maximum safety and in compliance with applicable CDC guidance. Any testing done in indoor space should have multiple areas to separate stations and be sufficiently large to allow for one-way flow of people (with possible queues) between stations while accommodating 6-ft physical distancing. A separate entrance and exit should be utilized to allow for one-way flow.

(2) Specimen Collection:

(a) Physical barriers should be utilized to dedicate pathways to guide patients to the designated testing spaces. Designate separate spaces for each specimen collection station to reduce spread of COVID-19 from possible sneezing/coughing during specimen collection.

(b) These test stations can be separate rooms (with stand-alone HEPA filtration if central ventilation system is inadequate).

(c) Specimen collection can be performed in a normal examination room with the door closed.

(d) Alternatively, stations can be located in the same room with either an open-style setup where stations are separated by a minimum of 6-ft distance and physical barrier (i.e., curtain, plexiglass, etc.) or closed-style station consisting of fully enclosed negative pressure testing pods. If the concern is cough or sneeze, would recommend three times the distance between stations in an "open floor" type setting (e.g. gymnasium or similar).

(3) Storage Areas:

(a) Identify areas to store unused supplies away from specimen collection stations. These designed storage spaces will prevent contamination and reduce clutter in the testing space.

(4) Ventilation and Filtration:

(a) Prioritize use of indoor spaces that are equipped with a properly maintained and balanced HVAC system that meets or exceeds ASHRAE 62.1 standards.

(b) Outdoor air supplied by the HVAC should be increased to the extent possible and MERV13 or higher rated filters should be utilized for recirculated air.

(c) Airflow patterns should be balanced to prevent stagnation and short circulating of air and maintaining negative

pressure in testing spaces and other critical rooms (e.g. treatment or isolation rooms) in relation to common areas.

(d) CIC Health will implement additional safety infrastructure for the purpose of maintaining appropriate ventilation and filtration in accordance with industry guidelines.

C. Additional considerations (traffic flow, traffic mitigation (local police assistance), electrical, generators, trailers, heaters, etc.).

D. CIC Health will provide the State with itemized pricing for any additional infrastructure requirements not included in the one-time set up costs detailed in section 1(c) of Exhibit B of the Agreement and indicate what costs CIC Health will be responsible for and what costs the State will be responsible for. Such pricing must be approved by the State prior to any items being purchased as apart of the set up of any community site. Approval for infrastructure itemized costs shall be timely so as to not delay implementation of the testing site.

E. The SOW must be agreed upon and signed by an authorized individual from the State and CIC Health prior to any work commencing to set up a community testing site.

F. The State shall pay Contractor for its services described in any SOW agreed upon by Contractor and the State in accordance with the payment timelines set forth in the Agreement.

3. In the event of a conflict or inconsistency between the provisions of this First Amendment and the remaining provisions of the Agreement associated with the setup of the community testing sites by CIC Health, the provisions of this First Amendment shall be controlling.

5. The Agreement (as amended hereby) represents the entire agreement between the parties and supersedes and replaces all prior agreements or understandings not contained herein or therein, whether written or oral, related to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representative as of the date ascribed next to said signature.

CIC Health, LLC

DocuSigned by:
Stas Gayshan
By: 91473C16E824474...

Stas Gayshan
General Counsel

12/29/2020
Date: _____

Office of the State Comptroller

DocuSigned by:
Kevin Lembo
By: 8B0E4AD57D3F4E6...

Kevin Lembo
Comptroller of the State of Connecticut

12/29/2020
Date: _____

Connecticut Attorney General (Approved as to form)

By: _____

Typed/Printed name of Authorized Official

Date: _____