

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND
MOUNT SINAI GENOMICS, INC. D/B/A SEMA4

THIS AMENDMENT, with an effective date of October 1, 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 Mount Sinai Genomics, Inc. d/b/a Sema4, (hereinafter “Sema4” or the “Contractor,” and together with the Comptroller, the “Parties”) to modify the Agreement between the State and Sema4 dated May 20, 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 by the State (the “Agreement”).

WITNESSETH:

WHEREAS, the State and the Sema4 agree to amend certain provisions of the Agreement as provided by section 7B “Amendments” of the Agreement; and

WHEREAS, the State and the Sema4 agree that identification and isolation of new cases of COVID-19 infections is critical in stopping further viral transmission; and

WHEREAS, Sema4 agrees to provide outbreak testing services per the direction of the State and pursuant to the ter.

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. Exhibit A, Scope of Service, is hereby amended to add Section V, “Testing in Response to an Outbreak as follows:

V. Testing in Response to an Outbreak

a. Notice of Outbreak Testing:

i. The State notify Sema4 at least seventy-two (72) hours prior to the date that outbreak testing is to occur.

ii. Notification should include:

1. the pre-determined location for testing; and

2. an approximate number of people being tested

b. Collection:

- i. All specimens will be collected consistent with current and evolving Center for Disease Control (“CDC”) and U.S. Food & Drug Administration (“FDA”) guidance.
- ii. Specimens will be collected at mobile locations set up by Sema4 upon consultation and coordination with CT state officials.
- iii. Specimens will be collected by trained professionals and all required PPE will be provided to staff adhering to CDC and FDA guidelines. Staff will be wearing protective gear which includes: Face mask, Face shields/ Goggles, coverall lab coats, hair coverings, and shoe coverings, and gloves. Gloves will be changed between swabbing every patient.

c. Bar Codes:

- i. For every order collected on site, each sample should be affixed with a unique Sema4 barcode label (label includes Name, DOB, and a printed 10-12-character barcode). Each barcode should be entered into the portal with the order (or scanned where the site has adequate hardware to do such scanning). Once submitted, this will ensure the sample is linked to the order and patient.

d. Collection Site Set Up Requirements:

- i. 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.
- ii. Check-out Station:
 1. Following specimen collection, individuals will receive exit educational material and instructions on how to obtain test results.
- iii. Consideration for Testing Indoors:
 1. 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.
- e. Transportation:
- i. Specimens will be transported from each mobile testing location to Sema4’s laboratory at received by Sema4’s laboratory at 1 Commercial Street, Branford, CT 06405.
- f. Testing Materials:
- i. Contractor will provide all necessary collection kits, test swabs and personal protective equipment necessary to conduct outbreak testing.
- g. Testing Capacity
- i. Contractor will collect and test up to 1000 specimen samples per day, per each collection site.

- h. Testing Order:
 - i. Testing Order will be provided through a third-party professional healthcare service provider.
 - i. Registration:
 - i. The State will ensure that all individuals tested by Sema4 as apart of the State’s outbreak strategy will follow the appropriate onboarding procedures for Sema4’s provider portal.
 - ii. Account Set Up
 - 1. For every location setup, the State will ensure that Sema4 receives the following information:
 - a. Site Name/Description
 - b. Primary Site address
 - c. Collection method(s):
 - i. Swab/Saliva at Collection Site
 - ii. Ship Saliva Kits Home
 - d. Funding method(s) that will be used for such site:
 - i. State Pay
 - ii. Medicare/Medicaid Pay
 - iii. Insurance
 - e. Ordering Provider(s) for that site
 - i. Name, NPI
 - f. Frequency of testing expected.
 - 2. Site users who will access the portal will need to provide:
 - a. Name
 - b. Email
 - c. Insurance Information if applicable
- j. Turn Around Time:
 - i. Contractor shall use its best efforts to ensure that its turnaround time for processing test results shall not exceed twenty-four (24) hours from the time specimen to be tested is received by Contractor and outbreak test specimens will be prioritized over other specimens.
- k. Notification of Results:
 - i. Results and reporting to each individual and any relevant state authority will be provided through Sema4’s Covid-19 Patient Portal, in addition to the required reporting to the Department of Public Health.

3. Exhibit B, Pricing and Schedule of Payments, Section I, Pricing, section (D) “Pricing for Outbreak Testing” shall be added as follows:

D. Pricing for Outbreak Testing:

- (i) The State will pay Sema4 one hundred and thirty-five dollars (\$135.00) per sample collected and tested when more than 100 people are tested on any weekday at a location administered by Sema4.

- (ii) The State will pay Sema4 one hundred and fifty dollars (\$150.00) per sample collected and tested when less than 100 people are tested on any weekday at a location administered by Sema4.
- (iii) The State will pay Sema4 one hundred and fifty dollars (\$150.00) per sample collected and tested when more than 100 people are tested on any Saturday or Sunday at a location administered by Sema4.
- (iv) The State will pay Sema4 one hundred and seventy-five dollars (\$175.00) per sample collected and tested when less than 100 people are tested on any Saturday or Sunday at a location administered by Sema4.
- (v) Sema4 shall bill the State directly for all Outbreak Testing and the State shall pay Sema4 in accordance with Exhibit B of the Agreement. Upon the mutual agreement of the Parties, Sema4 will bill third-party insurance, Medicare or Medicaid for Outbreak Testing in accordance with Exhibit B of the Agreement.

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

Mount Sinai Genomics, Inc.

DocuSigned by:
Joel Sendek
By: 7FE249AA0E14480...
Joel Sendek, CFO
10/15/2020
Date: _____

Office of the State Comptroller

DocuSigned by:
Kevin Lembo
By: 8B0E4AD57D3F4E6...
Kevin Lembo
Comptroller of the State of Connecticut
10/15/2020
Date: _____

Connecticut Attorney General (Approved as to form)

By: _____
Joseph Rubin
Date: _____