

Amendment No. 1 to EXHIBIT A
To Agreement by and between
County of Monterey Health Department, hereinafter referred to as “County”
AND
Clear Labs, Inc., hereinafter referred to as “CONTRACTOR”
Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - A.2 CONTRACTOR shall provide Clear Labs preventative maintenance agreement (PMA) for the Clear Dx Instrument. The Clear Labs Dx Instrument is used to perform SARS-CoV-2 genome sequencing. The PMA will be for 3 years, which will result in a 10% discount.
 - A.3 CONTRACTOR shall provide CL-WGS Reagent kits used for SARS-CoV-2 genome sequencing. The cost per kit (for 32 tests per run) is \$3,488.00 and includes reagents/consumables and technology access fee. The lab is requesting 104 CL-WGS Reagent Kits. A refresh shipment will occur at an agreed upon interval (20kits per shipment) so that stock is always maintained.
 - A.4 CONTRACTOR shall provide, deliver, and install a Clear Dx Upgrade with a Clear Dx Service Plan Upgrade one-time charge until the current preventative maintenance renews, to the County of Monterey Public Health Laboratory, 1270 Natividad Road, Salinas, CA. 93906.
 - A.3 CONTRACTOR shall provide Clear Labs Installation Services for Microbial Surveillance and Clear Dx IQ/OQ/PQ Services - Microbial Surveillance.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$547,443.91 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Public Health Laborabory - Clear Labs, Inc.				
Supplies and Preventative Maintencane Agreement				
Qty.	Description	Cost	Additional Costs/Disco unts	Total
3	CL-Assurance One Plans, an annual preventative maintenance plan agreement (PMA) for the Clear Dx platform, for a total of three years coverage	\$ 14,988.00	\$ (4,496.40)	\$ 40,467.60
104	Clear Dx tm WGS SARS-CoV-2 Reagents/Consumables (WGS Mode) – 32 tests per run Reagents/Consumables Fee \$2,441.60 Technology Access Fee <u>\$1,046.40</u> TOTAL Cost per Run* \$3,488.00	\$ 3,488.00	\$ -	\$ 362,752.00
6	Reagent shipping and handling	\$ 300.00	\$ -	\$ 1,800.00
			Subtotal	\$ 405,019.60
			Tax @9.25%	\$ 37,464.31
			Grand total	\$ 442,483.91
Additional Purchase quote#00000302				
1	Clear Dx Upgrade	\$ 72,000.00		\$ 72,000.00
1	Clear Labs Installation Services for Microbial Surveillance	\$ 3,600.00		\$ 3,600.00
1	Clear Dx IQ/OQ/PQ Services - Microbial Surveillance	\$ 6,500.00		\$ 6,500.00
1	Clear Dx Packaging	\$ 600.00		\$ 600.00
1	Shipping	\$ 1,600.00		\$ 1,600.00
1	Clear Dx Service Plan Upgrade	\$ 6,000.00		\$ 6,000.00
1	Clear Dx™ Upgrade Starter Pack	\$ 8,000.00		\$ 8,000.00
			Subtotal	\$ 98,300.00
			Taxable items	\$ 72,000.00
			Tax @ 9.25%	\$ 6,660.00
			Grand total	\$ 104,960.00
			Not to Exceed	\$ 547,443.91

Upon completion of each activity please submit invoices as listed below:
Upon execution- May 30, 2024: NTE \$547,443.91

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to the following:

County of Monterey Health Department
Public Health Bureau – Accounts Payable
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Health Department
Public Health Lab - Donna Ferguson
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4636
fergusond@co.monterey.ca.us

Invoices shall:

- a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the Contractor's name as shown on the agreement.
- c) Identify the billing and/or performance period covered by the invoice.
- d) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

DocuSigned by:
 9/20/2023
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Jeffrey Field

Clear Labs, Inc.

Chief Commercial Officer