

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
CLEAR LABS, INC.**

THIS AMENDMENT NO. to the Agreement (“Agreement A-15796”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and **Clear Labs, Inc.** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on May 17, 2022, County and CONTRACTOR entered into Agreement A-15796 in the amount of \$442,483.91 for the term May 17, 2022, through March 31, 2025, for the provision of three (3) years of preventative maintenance agreement for the Clear Dx Instrument and purchase of CL-WGS Reagent kits.

WHEREAS, County and CONTRACTOR wish to amend Agreement A-15796 to increase the funds by \$104,960.00 for a new Agreement amount not to exceed \$547,443.91 for additional purchases of lab equipment, with the same terms of May 17, 2022, to March 31, 2025; and

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Section 2.0, “Payment Conditions”, shall be amended by removing** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$442,483.91,” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$547,443.91**”.
2. **EXHIBIT A – Scope of Services/Payment Provisions**, is deleted and replaced in its entirety with AMENDMENT NO. 1 to EXHIBIT A- Scope of Services/Payment Provisions. All references to the Agreement to EXHIBIT A shall be construed to refer to AMENDMENT NO. 1 to EXHIBIT A-Scope of Services/Payment Provisions.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No.1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No.1 shall be attached to the original Agreement executed by the County on May 17, 2022.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No.1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

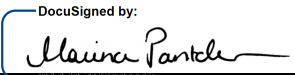
By: 
Department Head (if applicable)

Date: 10/5/2023 | 9:56 AM PDT

By: _____
Board of Supervisors (if applicable)


Date: _____

Approved as to Form¹

By: 
County Counsel

Date: 9/21/2023 | 2:59 PM PDT

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 9/21/2023 | 3:40 PM PDT

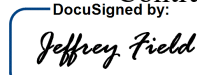
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Clear Labs, Inc.

Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President) *

Jeffrey A. Field Chief Commercial Officer
Name and Title

Date: 9/20/2023

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Sasan Amini, PhD Chief Executive Officer
Name and Title

Date: 9/20/2023

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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#0000302				
1	Clear Dx Upgrade	\$ 72,000.00		\$ 72,000.00
1	Clear Labs Installation Services for Microbial Surveilance	\$ 3,600.00		\$ 3,600.00
1	Clear Dx IQ/OQ/PQ Services - Microbial Surveilance	\$ 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



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15796 ; Amendment No.: 1

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No.1 with Clear Labs, Inc., for the purchases of add-on laboratory equipment, service plans of a Clear Dx Upgrade, Clear Labs Installation Services for Microbial Surveillance and Clear Dx IQ/OQ/PQ Services-Micro Surveillance to increase agreement amount by \$104,960 for the same terms of May 17, 2022, through March 31, 2025, for a total Agreement amount not to exceed \$547,444; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% (\$54,744) of the original amount and does not significantly change the scope, total not to exceed maximum of \$602,187.

PASSED AND ADOPTED on this 3rd day of October 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Askew, and Adams

NOES: None

ABSENT: Supervisor Lopez
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 3, 2023.

Dated: October 3, 2023
File ID: A 23-474
Agenda Item No.: 26

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 23-474

October 03, 2023

Introduced: 9/22/2023

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No.1 with Clear Labs, Inc., for the purchases of add-on laboratory equipment, service plans of a Clear Dx Upgrade, Clear Labs Installation Services for Microbial Surveillance and Clear Dx IQ/OQ/PQ Services-Micro Surveillance to increase agreement amount by \$104,960 for the same terms of May 17, 2022, through March 31, 2025, for a total Agreement amount not to exceed \$547,444; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% (\$54,744) of the original amount and does not significantly change the scope, total not to exceed maximum of \$602,187.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute Amendment No.1 with Clear Labs, Inc., for the purchases of add-on laboratory equipment, service plans of a Clear Dx Upgrade, Clear Labs Installation Services for Microbial Surveillance and Clear Dx IQ/OQ/PQ Services-Micro Surveillance to increase agreement amount by \$104,960 for the same terms of May 17, 2022, through March 31, 2025, for a total Agreement amount not to exceed \$547,444; and
- b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments where the combined amendments do not exceed 10% (\$54,744) of the original amount and does not significantly change the scope, total not to exceed maximum of \$602,187.

SUMMARY/DISCUSSION:

The County of Monterey Health Department is seeking approval to amend its current agreement with Clear Labs, Inc. The original agreement with Clear Labs, Inc., allows the Public Health Laboratory to purchase SARS-CoV-2 genome sequencing test kits and preventative maintenance service for its Clear Labs instruments. Amendment 1 would allow the Public Health Laboratory to expand genomic surveillance to microbiological specimens like *Salmonella*, *E. coli*, *Shigella*, *Listeria* and antibiotic resistant bacteria.

Genomic surveillance allows the Health Department to quickly identify disease clusters, identify and track emerging variants, and assess the prevalence, transmissibility and virulence potential of organisms circulating in Monterey County. The Clear Labs instrument allows the Public Health Laboratory to obtain sequencing results in 24 to 48 hours as compared to several weeks when tested by reference laboratories.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 2.

Legistar File Number: A 23-474

Enhance public health and safety through prevention, 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, and 4. Engage Health Department workforce and improve operational functions to meet current and developing population health needs. It also supports three of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets, 2. Investigate, diagnose, and address health problems and hazards affecting the population, and 9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:

The amendment is funded 28% by laboratory fee revenue and 72% through Public Health Realignment. Health anticipates utilizing Epidemiology and Laboratory Capacity (ELC) grant funds instead of Public Health Realignment as ELC grant funding is available. Appropriations for this amendment are included in the Health Department's (HEA003-8124) FY 2023-24 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

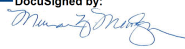
Check the related Board of Supervisors Strategic Initiatives:

- Economic Development:
 - Through collaboration, strengthen economic development to ensure a diversified and healthy economy.
- Administration:
 - Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.
- Health & Human Services:
 - Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.
- Infrastructure:
 - Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.
- Public Safety:
 - Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

Legistar File Number: A 23-474

DocuSigned by:

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Date: 9/25/2023 | 10:27 AM PDT

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

on behalf of Elsa Mendoza Jimenez

Attachments:

Board Report

Amendment No.1

Exhibit A

Executed Agreement