EXHIBIT-A

To Agreement by and between County of Monterey, hereinafter referred to as "County" AND

Qiagen, LLC, 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:

The services to be provided pursuant to this agreement between the County of Monterey and Qiagen, LLC, is for the purchase and installation of EZ1 Advanced XL PrioPLUS instrument, EZ1 adv. XL DSP Virus card software and EZ1, IQ/OQ service, maintenance, and for related training services.

- A.1.1 CONTRACTOR shall install EZ1 Advanced XL, PrioPLUS instrument and software to include the following:
 - a. On-site installation provided by certified QIAGEN specialist
 - b. Set-up of the instrument hardware
 - c. Installation of the system software
- A.1.2 CONTRACTOR shall provide one (1) training on EZ1 Advanced XL, PrioPLUS for a group maximum of four (4) laboratory staff to include:
 - a. Introduction to the instrument and capabilities
 - b. Operations of the instrument
 - c. Demonstration of the graphical user interface/software
 - d. Practice run set-up
 - e. Run customer supplied samples (if applicable)
 - f. Maintenance
 - g. Troubleshooting
 - h. Resources
- A.1.3 CONTRACTOR shall provide documentation and certification upon completion of training and installation as follows:Documentation of service in accordance with GMP/GLP requirements
 - a. Checklist of training topics
 - b. Training certificates for participants

A.1.4CONTRACTOR shall provide -three (3) one-year warranty on parts and labor on EZ1XL, PrioPlus.

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NTE: \$79,144.66

A.1.5 CONTRACTOR shall provide three (3) annual preventative maintenance visits for XL EZ1 Advanced PrioPLUS.

A1.6 CONTRACTOR shall provide IQ/OQ service at the time of installation of EZ1 Advanced XL PrioPlus. The price for EZ1 IQ/OQ service, described below in Section B is inclusive of costs for installation, labor, and travel.

A.1.6 CONTRACTOR shall ship instrument and software to the following address:

County of Monterey Health Department

Attn: Monterey County Public Health Laboratory, Donna Ferguson

1270 Natividad Road

Salinas, CA. 93906

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$79,144.66 for the performance of <u>all things</u> <u>necessary</u> 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:

Qiagen LLC				
Qty	Catalog #	Description	Amount	
1	9001876	EZ1 Advanced XL, PrioPLUS includes: Priority Package with software, Installation, Training, 3 year warranty and 3 preventative maintenance visits. (Only instrument is taxed \$55,262.25.)	\$	69,122.25
1	9240826	EZ1, IQ/OQ Service	\$	4,528.65
		Subtotal	\$	73,650.90
1	1002137	Freight charges (Shipping/handling)	\$	382.00
1		Estimated tax 9.25%	\$	5,111.76
Grand Total				79,144.66

Upon completion of activities please submit invoice as listed below: Upon execution-June30,2023=\$79,144.66

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

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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.

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:

Monterey County Health Department Public Health Bureau - Accounts Payable 1270 Natividad Road Salinas, CA 93906 (831) 755-4500 412-phfiscal@co.monterey.ca.us Monterey County Health Department Donna Ferguson, PH Laboratory 1270 Natividad Road 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) Invoices should be submitted on a monthly basis.
- d) Identify the billing and/or performance period covered by the invoice.
- e) 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.

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