

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

21-10361

AMENDMENT NUMBER

A01

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Ginkgo Bioworks, Inc.

2. The term of this Agreement is:

START DATE

7/1/2021

THROUGH END DATE

12/31/2021

3. The maximum amount of this Agreement after this Amendment is:

\$45,103,693.00

Forty Five Million One Hundred and Three Thousand Six Hundred and Ninety Three Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The purpose of this amendment is to extend term end date from 8/31/2021 to new term end date of 12/31/2021 and to add funds of \$45,000,000.00 making new agreement total \$45,103,693.00 in order to cover costs of additional services being added to the agreement which are outlined in Exhibit A Attachment II.

II. Exhibit A Attachment 2 is hereby added to the original agreement as enclosed herein expanding testing services.

III. Exhibit B Section 1 Paragraph E is hereby revised to read:

"The amounts payable under this agreement shall not exceed \$45,103,693.00."

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Ginkgo Bioworks, Inc.

CONTRACTOR BUSINESS ADDRESS

27 Drydock Ave, Floor 8

CITY

Boston

STATE

MA

ZIP

02210

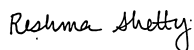
PRINTED NAME OF PERSON SIGNING

Reshma Shetty

TITLE

President and COO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

08 / 17 / 2021

STANDARD AGREEMENT - AMENDMENT

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AGREEMENT NUMBER 21-10361	AMENDMENT NUMBER A01	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Executive Order N-25-20-COVID19

TITLE	Due Today - California Pooled Testing Agreement Amendment
FILE NAME	California Pooled...tion Version).pdf
DOCUMENT ID	1921928385bed8dc6f632748cecaee6e21fa40fb
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 17 / 2021

16:56:47 UTC-4

Sent for signature to Reshma Shetty
(reshma@ginkgobioworks.com) from whorning@ginkgobioworks.com
IP: 50.236.116.219



VIEWED

08 / 17 / 2021

16:59:02 UTC-4

Viewed by Reshma Shetty (reshma@ginkgobioworks.com)
IP: 50.236.116.219



SIGNED

08 / 17 / 2021

16:59:09 UTC-4

Signed by Reshma Shetty (reshma@ginkgobioworks.com)
IP: 50.236.116.219



COMPLETED

08 / 17 / 2021

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The document has been completed.



Statement of Work Amendment A

Diagnostic Testing Kits.

Rising levels of school COVID rates or the request of California Department of Public Health (CDPH) may require Ginkgo to administer the Rapid Antigen Test to all consented students and/or staff, subject to compliance with applicable laws. This will be done as an independent testing intervention, independent of reflex testing related to the pooled testing program.

If CDPH or an Authorized School desires to conduct Diagnostic Testing, at the request of the CDPH, Ginkgo shall administer Rapid Antigen Test to such schools. Ginkgo will:

- Enable COVID-19 Rapid Antigen Test with anterior nasal swabs samples;
- Enable observed self-collection or administered sample collection of Rapid Antigen Test.

Site Coordinator

Ginkgo shall provide on-site staffing support to Authorized Schools. Staffing support and health care professionals, including school nurses, will have their qualifications verified by Ginkgo prior to performing any services related to this engagement.

- Ginkgo shall assign a specimen collector to assist Authorized School with administration of Diagnostic Testing, subject to the per site maximums listed below.
- Ginkgo shall assign a site coordinator (the “Site Coordinator”) to implement and operationalize the Testing Program, as well as the Rapid Antigen Diagnostic Testing. The Site Coordinator shall assist and oversee Authorized Schools with logistics, consent collection, specimen collection, labeling and tracking of collected specimens, review and communication of Pooled Testing results and Rapid Antigen results, coordination of training, and development of testing plan for Diagnostic Testing and implementation of such testing plan.
- Site coordinator will provide program support. Ginkgo shall provide remote program support to maximize participation rates in school testing by increasing community awareness and support for school testing. Ginkgo shall drive school outreach, public relations efforts, and marketing efforts. Ginkgo shall work with the State and school districts to engage with and educate communities, connect with community leaders and influencers, support informational sessions with parents, and contemplate incentive programs.
- Ginkgo shall ensure staff members are qualified to perform the services.



Statement of Work Amendment B

Ginkgo shall provide the State of California (the “State”) a holistic K-12 testing program (the “Testing Program”) as described in this Statement of Work (the “SOW”). The program shall center around pooled COVID-19 testing (“Pooled Testing” or “Pooled Test”) services and shall include follow-up diagnostic COVID-19 testing (“Diagnostic Testing” or “Diagnostic Test”). Ginkgo shall make the Testing Program to schools as directed by the California Department of Public Health (“CDPH,” and each of such schools enrolled in the program, an “Authorized School”).

Ginkgo shall provide 44 weeks of testing (the “Testing Program”), split into two phases. Phase I shall be as of August 1, 2021 through December 31, 2021. Phase II shall be at the option of CDPH and cover the period from January 1, 2022 – June 30, 2022.

Section I: Overview of Testing Program

The Testing Program is comprised of 7 components:

Component	Fee	Phase I: Estimate for 5 months of testing	Phase II: Estimate for 6 months of testing
A. Pooled Test Kits	\$20 per kit	\$4,200,000	\$4,600,000
B. Pooled Testing Services	\$130 per pooled test	\$19,827,900	\$34,069,700*
C. Diagnostic Testing Services	\$8 per test	\$317,168	\$510,440
D. Logistics	\$125-450 per courier pickup	\$2,900,948	\$4,668,750
E. Staffing	See unit pricing below**	\$14,318,695	\$23,042,077*
F. Whole Genome Sequencing	\$200 per sample successfully sequenced	\$240,279	\$386,697
G. Support Services	\$602,830 monthly pro rata***	\$3,014,150	\$3,616,980
Total		\$44,819,140	\$70,894,644



* Phase II testing and staffing cost increases versus Phase I are based on the assumption that all schools testing in the Fall period will continue testing at full capacity starting with the beginning of the school year in 2022. The significant expansion in run-rate cost is due to all schools starting at full capacity testing versus in Phase I where there is a ramp period before schools hit full testing volumes. This extra cost in Phase II is further increased relative to Phase I because of the longer duration of testing during the contract period in 2022 (6 months vs. 5 months and more vacation time in Phase I vs. Phase II). For sake of clarity, these are estimates and testing and staffing are only billed as incurred.

**Support Staff to be billed based on actual usage at no more than \$1,200/week/site, inclusive of all costs (i.e. fully loaded), unless explicitly approved otherwise by CDPH. This rate covers 1 support staff member onsite up to 2 full days per week. Site Coordinator to be billed at no more than \$281 per site, per week, inclusive of all costs, unless explicitly approved by CDPH. See Statement of Work Section, Section II.E for full description of Support Staff responsibilities.

***Support Services to be billed as a fixed monthly fee. (See Statement of Work, Section II.G for full description of Support Services).