

## EXHIBIT-A

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
Clinisys, 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:

This agreement between the County of Monterey and Clinisys, Inc., is for software maintenance/technical support based upon eleven (11) user licenses purchased and owned by County for the ApolloLIMS Laboratory Information Management Software, technical support for device interfaces, technical support for data interfaces, and professional services not covered under the standard recurring support costs on an as-requests, as-approve basis as defined below.

A.1.1 CONTRACTOR shall perform and provide **Software Maintenance/Technical Support** based upon eleven (11) user licenses for the Apollo LIMS Laboratory Information Management Software. The recurring cost for Software Maintenance/Technical Support includes the following:

- A. Entitles County to any regularly scheduled release of updates and enhancements for the ApolloLIMS that County has licensed.
- B. Unlimited technical support via telephone or email during standard workdays from Monday-Friday from 9am to 5pm CST. Excludes weekends and holidays.
- C. CONTRACTOR shall provide a recurring incident list that includes date of calls, name of caller, nature of incident, incident assigned to, and updates.
- D. The technical support necessary to apply/implement upgrades released by CONTRACTOR.

A.1.2 CONTRACTOR shall provide **Technical Support for the device interfaces**-County has paid the one-time fee associated with the interface set up of external lab instruments. Subsequent support of the interface will be a recurring Maintenance/Support cost that is **not covered** under the standard Software Maintenance/Technical Support.

- A. Unlimited technical support via telephone or email during standard workdays from Monday-Friday from 9am to 5pm CST. Excludes weekends and holidays.
- B. CONTRACTOR shall provide a recurring incident list that includes date of calls, name of caller, nature of incident, incident assigned to, and updates.
- C. All modifications/configuration changes necessary for device integration as a result of software upgrades, patches, fixes, etc. will be covered under this category and recurring cost as defined in Section B below.

A.1.3 CONTRACTOR shall provide **Technical Support for data interfaces**-Technical Support of the interfaces set up for data exchange and billing to include any troubleshooting and activities to resolve issues relative to the data exchange requirements with other proprietary systems. The recurring costs under this category is factored by individual interface/data exchange and all technical support services for the existing interfaces shall be covered at no additional charge to County other than the recurring cost per interface. The services under this category are as follows:

- A. Unlimited technical support via telephone or email during standard workdays from Monday-Friday from 9am to 5pm CST. Excludes weekends and holidays.
- B. CONTRACTOR shall provide a recurring incident list that includes date of calls, name of caller, nature of incident, incident assigned to, and updates.
- C. All modifications/configuration changes necessary for data interface or data exchange as a result of software upgrades, patches, fixes, etc. will be covered under this category and recurring cost as defined in Section B below.
- D. All recurring charges for new interface set up will begin after the project is complete.

A.1.4 CONTRACTOR shall provide and perform **Apollo Image Library** and Cache Database-Single Scanning Station and Cache database Technical Support at follows:

- A. Unlimited technical support via telephone or email during standard workdays from Monday-Friday from 9am to 5pm CST. Excludes weekends and holidays.
- B. CONTRACTOR shall provide a recurring incident list that includes date of calls, name of caller, nature of incident, incident assigned to, and updates.
- C. All modifications/configuration changes necessary for data interface or data exchange as a result of software upgrades, patches, fixes, etc. will be covered under this category and recurring cost as defined in Section B below.

A.1.5 CONTRACTOR shall provide **Professional Services**-Professional Services not covered under Software Maintenance/Technical Support, Technical Support for Device Interfaces, and Technical Support for Data Interfaces defined above. The services under this category may include but is not exclusive to:

- A. **Training:** Application, reporting, and enhancements that are enabled as a result of upgrades, changes, and general training to ensure quality assurance.
- B. **New Interface development, data exchange development, application, customization, and consulting:** One-time costs for development of interfaces between Apollo and proprietary systems as defined by County. Subsequent recurring Technical Support costs per Interface and data exchange.
- C. **Requirements to initiate services in this category are as follows:**
  - a. County shall submit a request for service in writing
  - b. CONTRACTOR shall provide a quote for approval
  - c. Upon approval of quote, County shall issue a purchase order to commence
  - d. All services in this category are on an “as-requested” and “as-approved” basis by the County.
- D. All services under this contract shall be billed at an **hourly rate of \$125.00** with minimum of one hour for each occurrence.

A.1.6 CONTRACTOR shall provide **Technical Support for Web Portal**-Technical Support of the web portal for test orders and resulting to include any troubleshooting and activities to resolve issues relative to the web portal operation.

- A. Unlimited technical support via telephone or email during standard workdays from Monday-Friday from 9am to 5pm CST. Excludes weekends and holidays.
- B. CONTRACTOR shall provide a recurring incident list that includes date of calls, name of caller, nature of incident, incident assigned to, and updates.
- C. All modifications/configuration changes necessary for data interface or data exchange as a result of software upgrades, patches, fixes, etc. will be covered under this category and recurring cost as defined in Section B below.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$165,189.74** 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:

Qty	Product Description	Monthly Cost	Annual Cost	Total 3 Year Cost
1	Apollo Base License (11 User)	\$ 1,686.68	\$ 20,240.10	\$ 60,720.30
	<b>Apollo Lab Automation</b>			
1	- ABI 7500 PCR Instrument	\$ 74.93	\$ 899.10	\$ 2,697.30
1	- DS2 Instrument	\$ 74.93	\$ 899.10	\$ 2,697.30
1	- Roche Lighcycler Instrument	\$ 74.93	\$ 899.10	\$ 2,697.30
1	- WGS (COVID-19)	\$ 74.93	\$ 899.10	\$ 2,697.30
	<b>Apollo eXchange</b>			
1	-Interface with CalREDIE	\$ 74.93	\$ 899.10	\$ 2,697.30
1	-Interface with Meditech (Bi-Dir) (COVID19)	\$ 149.85	\$ 1,798.20	\$ 5,394.60
	<b>Web Modules (COVID19)</b>			
1	-Web Reporting (5 Web Users)	\$ 224.93	\$ 2,699.10	\$ 8,097.30
13	- Apollo Web Users	\$ 135.53	\$ 1,626.30	\$ 4,878.90
1	- Web Order Entry	\$ 149.93	\$ 1,799.10	\$ 5,397.30
1	-Electronic Web Requisition	\$ 74.93	\$ 899.10	\$ 2,697.30
1	<b>Apollo Image Library</b>	\$ 299.93	\$ 3,599.10	\$ 10,797.30
1	<b>Cache Maintenance</b>	\$ 103.34	\$ 1,240.08	\$ 3,720.24
	<b>Grand Totals</b>	<b>\$ 3,199.77</b>	<b>\$ 38,396.58</b>	<b>\$ 115,189.74</b>
	<b>Professional Services on as needed and as approved basis for 3 years</b>			\$50,000
			<b>TOTAL AGREEMENT AMOUNT</b>	<b>\$ 165,189.74</b>

Upon completion of activities please submit invoice no later than 30 days as listed below:

Upon execution-August 31,2024=\$38,396.58

Upon execution-August 31,2025=\$38,396.58

Upon execution-August 31,2026=\$38,396.58

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.

## **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  
[412phfiscal@co.monterey.ca.us](mailto:412phfiscal@co.monterey.ca.us)

County of Monterey Health Department  
Public Health Laboratory-Donna Ferguson  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4636  
[fergusond@co.monterey.ca.us](mailto: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) Be submitted monthly.
- 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.