

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Common Cents Systems, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide software licenses and implementation services for the Apollo Laboratory Information Management (LIMS) system per Exhibit A and RFP #10347 dated March 9, 2012, including all attachments and exhibits. Pricing in Exhibit A includes implementation services, and related travel costs.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 315,000.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from June 13, 2012 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Business Associate Agreement
Exhibit C	CONTRACTOR'S Proposal dated March 27, 2012, including, but not limited to Attachment C – Laboratory Outreach Solution Functional Requirements
Exhibit D	Addendum to Professional Services Agreement RFP #10347

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager

9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached, subject to approval).

9.04 Other Insurance Requirements

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

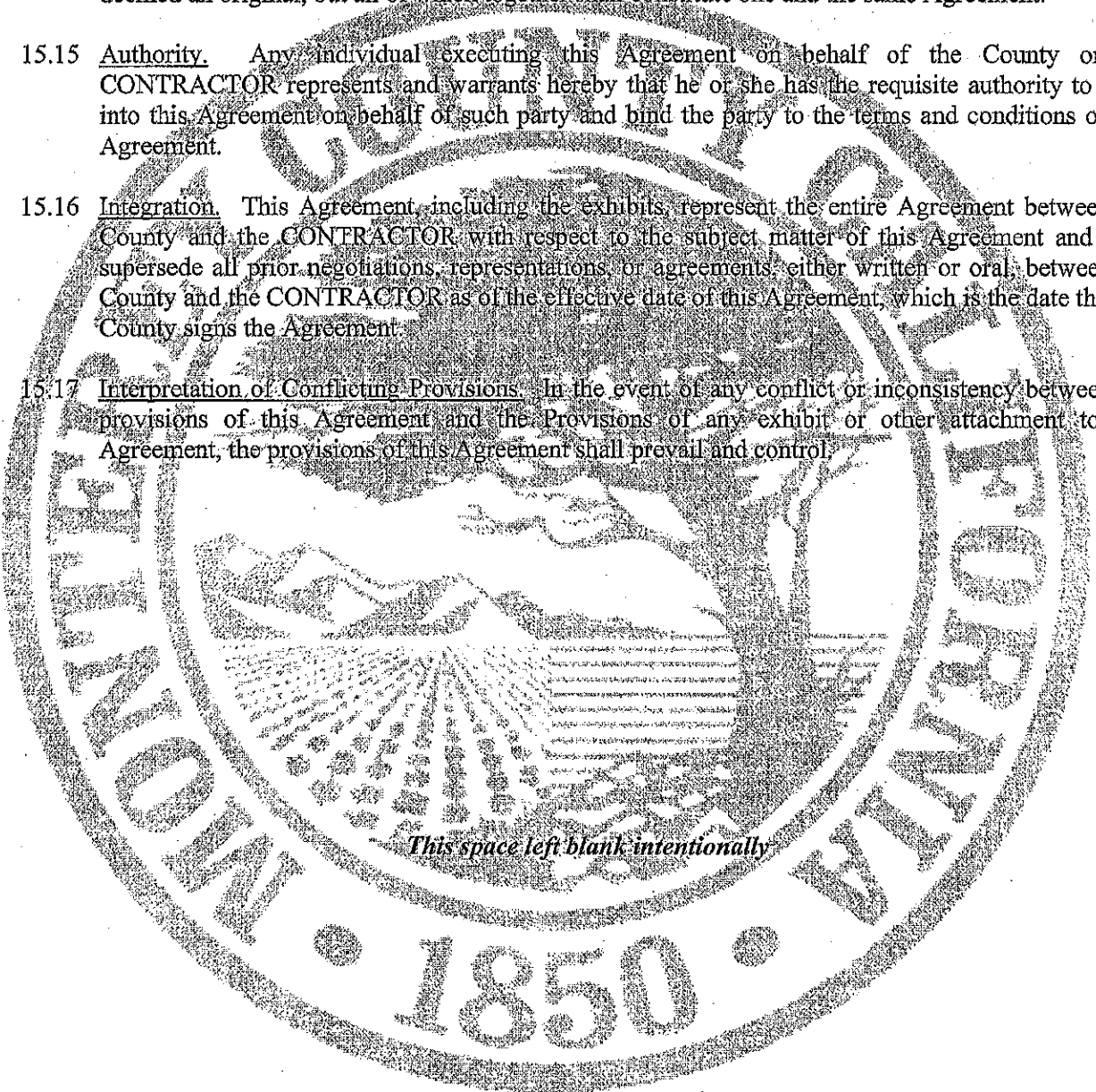
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Gerry Guibert, Laboratory Director	Rob Ringenberg, President
Name and Title	Name and Title
Monterey County Health Department 1270 Natividad Rd Salinas, CA 93906	Common Cents Systems, Inc. P.O. Box 110514 Nashville, TN 37222
Address	Address
831-755-4636	615-834-7666
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



This space left blank intentionally

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 6/5/12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 6/5/12

RISK MANAGEMENT

Approved as to Liability Provisions³

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]

Date: _____

County of Supervisors' Agreement Number: _____

Common Cents Systems, Inc.
Contractor's Business Name*

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

Robert P Ringenberg, President
Name and Title

Date: 5-30-2012

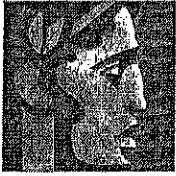
By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

TAMMY N. RINGENBERG SEC/TREAS
Name and Title

Date: 5/30/12

*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.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9



ApolloLIMS

Common Cents Systems, Inc.

Software License Agreement

Software is defined as the **Common Cents Systems, Inc.** computer program *ApolloLIMS* that will be supplied after the signing of this Software License Agreement, and any updates or maintenance releases thereto. This Agreement applies both to the trial and full, unrestricted versions of the *Software*. Do not use the *Software* or install the *Software License Key* until you have carefully read and signed the following Agreement. Installation of the *Software License Key* constitutes acceptance of the terms set forth in this Agreement. This Agreement sets forth the terms and conditions for licensing the *Software* from **Common Cents Systems, Inc.**, and installing the *Software* indicates that you have read and understand this Agreement and accept its terms and conditions.

License and Certain Restrictions

You are granted a limited non-exclusive license to use a copy of the *Software* on the computer(s) used by a single location of your organization. Multiple licenses or a group site license are required to use the *Software* at multiple locations. The number of allowable concurrent processes (users) is granted by the installation of the *Software License Key*. Processes are defined as any job running on the server or remote PC that maintains connectivity to the *Software*. If this Agreement is included with a trial version of the *Software*, you are granted a license to use the *Software* for the specified number of uses or specified trial period; thereafter, you may purchase the right to use an unrestricted version of the *Software* by contacting **Common Cents Systems, Inc.** You may backup the *Software* for normal system recovery procedures. Making additional copies or enabling others to use the *Software* is strictly prohibited. It is also illegal to give copies to another person, to install the software on computers not used by a single location of your organization, or to duplicate the *Software* by any other means including electronic transmission. You may not copy the printed materials accompanying the *Software*, or print multiple copies of any user documentation. The *Software*, in its' entirety, is protected by the copyright laws. The *Software* also contains **Common Cents Systems, Inc.** trade secrets, and you may not de-compile, reverse engineer, disassemble, or otherwise reduce the *Software* to human-perceivable form or disable any functionality-which limits the use of the *Software*. You may not modify, adapt, translate, rent, sub-license, assign, loan, resell for profit, distribute, or network the *Software* or related materials or create derivative works based upon the *Software* or any part thereof. The *Software* may not be transferred to a third party.

Satisfaction Guaranteed

If you are not satisfied with this *Software*, the entire liability of **Common Cents Systems, Inc.** and your exclusive remedy shall be the removal of the *Software* from your system by **Common Cents Systems, Inc.** and a refund of any license fee's that have already been paid. Refunds of any installation, customization or support fees are explicitly excluded from this guarantee.

Disclaimer of Warranties

Except as provided above, this *Software* and any related services are provided "as-is" and to the maximum extent permitted by applicable law, **Common Cents Systems, Inc.** disclaims all other representation and warranties, express or implied, regarding this *Software*, related materials and any services, including their fitness for a particular purpose, their quality, their merchantability, or their non-infringement. **Common Cents Systems, Inc.** does not warrant that the *Software* is free from bugs, errors, or other program limitations. Some states do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. In that event, any implied warranties are limited in duration to sixty (60) days from the date of purchase of the *Software*. However, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which vary from state to state.

Limitation of Liability and Damages

The entire liability of **Common Cents Systems, Inc.** and its Representatives (as defined below) for any reason shall be limited to the amount paid by the customer for the *Software License Key* and related services purchased from **Common Cents Systems, Inc.** or its authorized reseller. To the maximum extent permitted by applicable law, **Common Cents Systems, Inc.** and its employees, subsidiaries, affiliates, licensors, participating financial institutions, third-party content or service providers, distributors, dealers or suppliers ("Representatives") are not liable for any indirect, special, incidental, or consequential damages (including, but not limited to: damages for loss of business, loss of profits or investment, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if **Common Cents Systems, Inc.** or its Representatives have been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between **Common Cents Systems, Inc.** and you. **Common Cents Systems, Inc.** would not be able to have provided this *Software* or services without such limitations.

U.S. Government Restricted Rights

Software and documentation delivered subject to the DOD FAR Supplement is 'commercial computer software' and its use, duplication and disclosure shall be subject to the licensing restrictions set forth in this Agreement. Otherwise, Software and documentation delivered subject to the Federal Acquisition Regulations is 'restricted computer software' and its use, duplication and disclosure shall be subject to the restrictions in FAR 52.227-14, Rights in Data--General, including Alternate III (June 1987).
Common Cents Systems, Inc.: 4701 Trousdale Dr, Ste 119, Nashville, TN 37220.

General Provisions

This Agreement sets forth: **Common Cents Systems, Inc.** and its Representatives' entire liability and your exclusive remedy with respect to the *Software*. You acknowledge that this Agreement is a complete statement of the agreement between you and **Common Cents Systems, Inc.**, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding the *Software* or any related services. This Agreement does not limit any rights that **Common Cents Systems, Inc.** may have under trade secret, copyright, patent, or other laws. The Representatives of **Common Cents Systems, Inc.** are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on **Common Cents Systems, Inc.**, other than in writing signed by an officer of **Common Cents Systems, Inc.** Accordingly, such additional statements are not binding on **Common Cents Systems, Inc.** and you should not rely upon such statements. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

**APOLLOLIMS**

LABORATORY INFORMATION MANAGEMENT SOFTWARE

P.O. Box 110514
NASHVILLE, TN 37222
1-800-805-9278
FAX 615-832-9767
WWW.APOLLOLIMS.COM

Software Maintenance Agreement:

This Software Maintenance Agreement made and entered into between **County of Monterey** (Purchaser) and **Common Cents Systems, Inc.** (Vendor), sets forth the terms and conditions under which the Vendor will provide certain consulting services to the Purchaser.

1. TERM

As established in the Professional Services Agreement, Section 3.

2. CHARGES AND PAYMENTS

Vendor shall be paid by the Purchaser for the services provided hereunder pursuant to Article 9. Vendor is not required to perform the services during a fixed hourly or daily time; however, it is expected that the Vendor will expend the time and energy necessary to perform the responsibilities and complete the duties contracted for hereunder.

Vendor shall submit a detailed invoice to the Purchaser monthly. The Purchaser shall make payments of all undisputed amounts in accordance to Article 9. Vendor shall be responsible for the payment of any and all taxes imposed or assessed by reason of the Agreement. Vendor and the Purchaser specifically agree that Vendor or representatives of Vendor are not employees of the Purchaser.

3. VENDOR'S REPRESENTATION

Vendor represents that it shall at all times exert its best efforts to diligently perform and complete its assignments in an acceptable and timely manner.

Vendor represents that all Developed Items shall be the original work product of Vendor, and Vendor shall, both during and after the termination of this agreement, defend and hold the Purchaser harmless for and against any claims, suits or proceedings brought against the Purchaser that any Developed Item or the use thereof infringes upon or constitutes a misappropriation of any patent or copyright, or the trade secret or other proprietary right of a third party, and Vendor shall pay all losses, costs and damages incurred by the Purchaser relating to or arising from such claims, suits or proceedings.

4. CONFIDENTIALITY

Vendor acknowledges that in connections with the performance of its duties hereunder it may learn, be provided or have access to information which is confidential and proprietary to the Purchaser or third party the Purchaser contracts with, including (but not limited to): research; development; trade secrets; business plans; computer programs and related documentation.

Vendor agrees that without the express written consent of the Purchaser, Vendor shall not distribute, sell, assign, disclose, disseminate, give or transfer any such Confidential Material or any portion or derivative thereof to any third party, at any time.

5. TERMINATION

Termination does not cancel any previous obligations (incurred before termination) to either party under this or other agreements. This agreement may be terminated in the following manner:

- (a) by mutual written consent of the parties; or
- (b) by either party upon giving the other sixty (60) days prior written notice.

Vendor understands and agrees that upon the termination of the Agreement it will surrender or destroy all Confidential Material and all related notes and papers.

6. LIABILITY

Except for breach under this Agreement, neither party shall be liable for any actual damages, including but not limited to: direct, indirect, punitive, special or consequential damages.

AM 5/10/12
AA 5/25/12

7. INDEPENDENT CONTRACTOR

It is specifically agreed by the parties that the relationship of Vendor to the Purchaser is that of an independent contractor. Vendor and its employees is not and shall not be deemed to be employees of the Purchaser. Nor shall the Vendor be entitled to any of the employee benefits provided by the Purchaser to employees. The Purchaser is hereby contracting with Vendor for the services described in Article 8. Vendor reserves the right to determine the method, manner and means by which those services will be performed. Vendor will, however, work with the Purchaser or the Purchaser's designee(s) in defining the specific and/or conceptual services to be performed hereunder.



8. SCOPE OF SERVICES

This Software Maintenance Agreement entitles the Purchaser to any regularly scheduled release of updates and enhancements to the portions of the product *ApolloLIMS* (or prior versions – see Appendix A for more details) that the Purchaser has Licensed. In addition, the Purchaser will have unlimited access to telephonic customer support. After hours emergency support is available via pager but an hourly Support Fee will be assessed for Emergency Support.

Vendor will work with top level management of the Purchaser to determine priorities and complement operations plans with information system related support. Vendor will work towards meeting all realistic time frames that the Purchaser's management designates by providing highly competent technical resources to assist the Purchaser's staff.

9. PAYMENT

Payment for services rendered under this Agreement will be made on the following basis:

a) Software Maintenance / Upgrades

The Purchaser will be billed monthly for Software Maintenance of *ApolloLIMS*. At the time of this Agreement, the Purchaser is utilizing an 11 User *ApolloLIMS* license with additional options. The Purchaser will be billed \$2,691.15 per month for routine updates to the Software and Technical Support. It is understood that any additions to the License or any additions of Optional modules will be added to the Maintenance cost in the next billing cycle. See Vendor's Software Maintenance Policy and current *ApolloLIMS* Price Guide.

b) Technical Support

The Purchaser will have unlimited access to telephonic technical support between the hours of 9:00am and 5:00pm, Pacific Standard Time. Technical Support includes basic help desk response, troubleshooting and remedial software remedies.

c) 7x24 Support

In the event that the Purchaser has a need for Emergency (after hours) support, Vendor agrees to have technical staff available by pager. The Purchaser will be assessed an additional fee of \$ 105/hr with a minimum of one (1) hour for each occurrence.

**d) Hourly Customizations**

The Purchaser will be billed at a rate of \$ 105.00 per hour for "*fee for service*" type of work. A quotation for work to be performed will be provided prior to commencement of billable work. If a Purchase Order is required by the Purchaser to accompany Invoices then a Purchase Order must be supplied prior to the commencement of any billable work.

e) Interfaces

Interfaces are billed on a flat fee basis per occurrence. A quotation for any interface will be given to the Purchaser and the Purchaser prior to commencement of programming activities. In the case of the *M/Lab-EE*, most interfaces are priced based on the current price sheet.

f) Terms

As established in the Professional Services Agreement, Section 6. Payment Conditions.

Exhibit A-1
 Common Cents Systems, Inc.
 Apollo LIMS Pricing & Scope of Services

MC-PHL RFP 10347 : LIMS 5.2 ApolloLIMS Pricing

Monterey County Public Health Lab

Product Description	Price	Qty	Extended
Apollo Base License (11 User)	109,445.00\$	1	109,445.00\$
- Data Entry			
- Worklist / Batch Processing			
- Results Entry			
- Quality Control			
- Instrument Manager			
- Verification / Review of Results			
Apollo Instrument Interface(s)			
- Instrument 1	\$4,995.00	1	\$4,995.00
- Instrument 2	\$4,995.00	1	\$4,995.00
- Instrument 3	\$4,995.00	1	\$4,995.00
Apollo Image Library	\$19,995.00	1	\$19,995.00
- Single Scanning Station	included	0	n/a
Apollo Web Reporting	14,995.00\$	1	\$14,995.00
Apollo Web Order Entry	14,995.00\$	1	\$14,995.00
Apollo Exchange-Billing Interface	4,995.00\$	1	\$4,995.00
System Discount			(\$11,985.00)
Total All Software Licences			\$167,425.00
Sales Tax			Not included - must be added
Annual Support and Maintenance Costs (18% of total non-discounted Licenses)			32,293.80\$

EXHIBIT C: ATTACHMENT C – LABORATORY OUTREACH SOLUTION FUNCTIONAL REQUIREMENTS

NOTE: Detailed Descriptions of features are REQUIRED for all responses.

A – Feature is available off the shelf.

B – Feature is available but not yet installed.

C – Feature is currently under development (indicate anticipated date of availability).

D – Feature is not available.

E – Feature is available with additional cost and custom programming.

	Functional Description	Feature Availability	Detailed Description
A.	SYSTEM ARCHITECTURE AND MAINTENANCE		
	Provide browser-based system with client-server architecture supporting a variety of operating systems and access devices.	A	ApolloLIMS is deployed on a thin client 3-tier architecture utilizing: MS-Windows workstation clients, Microsoft Application Server and Microsoft SQL Database Server.
	Allow full system functionality from any computer, regardless of computer specifications.	A	For the client PCs, ApolloLIMS is currently installed on operating systems ranging from Windows XP (Professional is preferred) Windows7. ApolloLIMS will function most efficiently with at least 1 Gig of RAM installed on the client PC.
	Provide a scalable system that can be expanded easily for future needs.	A	ApolloLIMS is currently deployed in labs ranging from 2 user public health labs to 70 user commercial labs. ApolloLIMS is licensed by concurrent use. There are no limitations to the number of workstations that can be preconfigured to access the ApolloLIMS system. As a multi-user database application, Apollo monitors each connection that has been made.
	Provide an operational environment that will ensure the security and integrity of the system and all its data.	A	Each connection must be granted access and receives a unique Session ID. From within Apollo any user can easily view which sessions are active including User ID and workstation location. Apollo manages concurrent use by utilizing both database level locking and application level locking. This concurrency plan ensures that all data is secure and free from corruption.
	Provide an intuitive, logical user interface.	A	ApolloLIMS utilizes an attractive organized user interface. Menu levels and items may be reached via mouse clicks or keystrokes. ApolloLIMS makes extensive use of pre-defined lists. We have found that these lists are important in maintaining standardized responses in the database. Standard responses are important when it comes to building reports and extracting information out of a database. Lists are easily maintained locally by the laboratory by utilizing Apollo System Maintenance Naming conventions, validation, drop down lists, reporting rules, inclusion in Data Entry or on Specimen Reports, flagging, additional action triggers are all controlled through standard Apollo System Maintenance. By maintaining a standard

			<p>database schema, local configurations are not jeopardized by future releases.</p> <p>The local Apollo System Administrator can create any number of data fields. These fields are created not by changing the structure or schema of the system but by defining them through standard system configuration menu options.</p>
	Provide controlled access via secure web-based portal to external clinics, personnel and sites.	A	The ApolloLIMS Web Portal will allow remote accounts to access the system through a secure HTTPS connection.
	Support electronic data transfer to external systems including OCHIN/Epic and other EMRs using NSIT standards-based interfaces via Health Information Exchange.	A	Apollo Exchange allows the bi-directional flow of all laboratory information. Common Cents Systems has over 15 years experience working with all levels of HL7. All HL7 interfaces from Apollo are PHIN compliant and HIPAA aware. Industry standard transmission protocols: TCP/IP, sFTP, PHIN-MS are all available.
	Provide full quality control and assurance per CLIA compliance guidelines.	A	<p>The Apollo QC Module allows QC samples to be set-up and included with patient specimens on the batch. There is no limitation to the number of QC samples that can be associated with each test method.</p> <p>Understanding the needs of the Quality Assurance manager's job goes beyond the normal limits of most LIMS. ApolloLIMS includes a sub-system specifically designed for Quality Assurance. Our goal is to make it simple to track incident and statistical data in every part of your lab. With this information, the lab manager can design a QA program that will improve patient care, decrease laboratory error rates, and help pass regulatory inspections (CLIA, CAP).</p>
	Describe processes and policies regarding development, maintenance, patching, version control, testing protocols and requirements.	A	<p>ApolloLIMS version releases are provided on a regular basis to all clients under a current Maintenance Contracts. ApolloLIMS version upgrades are not required to maintain support. Common Cents Systems, Inc. has never discontinued support for any application at a client site. Support for each product is continued as long as a valid maintenance contract is in place. It is important to remember that version upgrades are the primary means for product improvement, regulatory compliance and remediation of deficiencies.</p> <p>When a version upgrade is available the account is notified typically by email to the primary contact person. Release documentation is provided to the account that outlines version features and the upgrade procedure.</p> <p>At the request of the local PHL, Apollo support staff will install the upgrade in the Release Database Environment. Once the local PHL has validated and signed off on the new version release, the upgrade to the Production environment can be scheduled. Backups of all applications, services, stored procedures and databases will be made in order to expedite any back-out of the new release (very rare due to prior validation by the site before upgrading).</p>

	<p>Provide a system using a centralized, relational database (i.e., Microsoft SQL Server).</p>	<p>A</p>	<p>ApolloLIMS utilizes either Microsoft SQL server or Intersystems Cache as a database platform. Both database environments provide a centralized, relational database that is easily maintained by local staff.</p>
	<p>All goods and services provided by CONTRACTOR shall be in compliance with County's Information Technology policies which are posted online at http://www.co.monterey.ca.us/it_policies/</p>	<p>A</p>	

	Functional Description	Feature Availability	Detailed Description
B. SECURITY AND AUDITING			
	Provide a multi-level security system that is separate from the LIS to ensure the confidentiality of patient-related information and to control specified access to functions and features.	A	Apollo System Maintenance is the application through which users are added and security is configured. Apollo System Maintenance is an entirely separate application with its own security settings. The laboratory does not even need to provide access or login to anyone that does not need access to System Maintenance. As in ApolloLIMS security is controlled down to the screen level. Only individuals who are approved to create users and modify security configurations should be provided that security clearance.
	Provide multi-level password security down to options within menus.	A	Security within ApolloLIMS and Apollo System Maintenance is controlled down to the menu option and screen level.
	Restrict access to specific patient records based on specific tests performed.	A	Access to patient records can be restricted by setting up security requirements for the testing area. In this way only lab users who have the appropriate clearances are able to have access to results
	Restrict access to specific areas of the application based on system function to be performed.	A	Security within ApolloLIMS and Apollo System Maintenance is controlled down to the menu option and screen level.
	Provide practice level security ensuring that associates of one practice cannot gain access to the patient records of another practice.	A	<p>All definition for practice web access occurs in Apollo System Maintenance. All web portal users are also defined in System Maintenance. The only way an account or web user can be defined is by someone on the lab network who has the appropriate security credentials in Apollo System Maintenance.</p> <p>Steps for defining Ordering Locations Ordering Locations are created Accounts are assigned to Ordering Locations Users are then created and assigned to Ordering Locations</p> <p>Defining Ordering Locations only allows users to see results from accounts that are tied directly to their Ordering Location</p> <p>See attached Image</p>
	Allow password protection at different levels (i.e. system administrator, provider, etc.).	A	User login across all applications requires a password. ApolloLIMS is capable of enforcing hard password rules, automatic expiration of passwords and encrypting passwords.
	Allow a user of proper security clearance to modify the database parameters once the system is live, without requiring programming knowledge.	A	The onsite Apollo System Administrator can control aspects of the LIMS without necessarily needing to be an IT professional or a programmer. The Common Cents team will give sufficient training to the LIMS Admin so that they can add tests, modify normal ranges, write statistical reports, and perform data extracts.
	Restrict access to configuration tables, profile indexes, etc. to designated personnel via security controls.	A	Configuration changes for ApolloLIMS are handles with Apollo System Maintenance. This separate application has its own security settings. As with all Apollo applications security can be controlled down to the function and screen level.

	Maintain an automated system log of user sign-on activity.	A	All user log on activity is saved in the database in the form of user ID and time/date stamp
	Maintain an audit trail for system entries including user code, date, and time of each system transaction.	A	<p>ApolloLIMS has been designed from the ground up to have a forensically defensible audit trail. The Versionized Database design of Apollo means that every revision of a result is maintained in the database along with user ID and date/timestamp.</p> <p>Patient or Specimen reports clearly show the current result values along with the previously reported values.</p>
	Provide role-based security to control access and approvals.	A	Security within ApolloLIMS and Apollo System Maintenance is controlled down to the menu option and screen level. Security roles within the laboratory environment such as data entry, lab manager and technologists may be defined specific to the local laboratories needs.
	Provide role-based security to control access and approvals.	A	Security within ApolloLIMS and Apollo System Maintenance is controlled down to the menu option and screen level. Security roles within the laboratory environment such as data entry, lab manager and technologists may be defined specific to the local laboratories needs.
	Provide multi-level password security down to options within menus.	A	Security within ApolloLIMS and Apollo System Maintenance is controlled down to the menu option and screen level.

--	--	--	--

	Functional Description	Feature Availability	Detailed Description
C.	INTERFACING		
	Provide operational software or interfaces to equipment and applications. Provide a functional description of each available interface:	A	The Apollo HL7 Manager allows bi-directional flow of all laboratory data. Common Cents has over 15 years experience working with all levels of HL7. All HL7 interfaces from Apollo are PHIN compliant and HIPAA aware. Industry standard transmission protocols: Tcp/Ip, sFTP, PHIN-MS are all available.
	Billing System	A	<p>Typically in a billing interface demographic information, insurance information and billing codes are passed through the interface to the billing software. The interface can be bi-directional or uni-directional depending on the requirements for the billing system.</p> <p>Billing exports from Apollo are typically done by utilizing an HL7 feed to a billing system –or- by extracting charges into locally specified CSV or Tab delimited text files. You can have multiple billing exports depending on the routing of the charges (ie: Medicaid and submitter billing going to two different places).</p> <p>There are not limitations on the demographic information that can be provided to support billing activities.</p>
	Electronic Medical Record	A	An EMR interface typically data fields for laboratory information, ordering physician, patient information and testing results.
	Provide additional interfaces for multiple systems.	A	ApolloLIMS is able to configure multiple different interfaces to billing systems, reference labs and EMR's.
	Provide all interfaces as an integral part of the application requiring no additional third-party software to implement or maintain the interface.	A	All interfaces are an integral part of the application and are controlled from within the application. Status screen show the current status of the interface and allow the user to see the actual data that is flowing across the interface. No additional third party tools are required.

	Provide technical support for all active interfaces.	A	ApolloLIMS will provide technical support for all interfaces that are configured with the application. Since there is no third party software all support for the interfaces will be handled by ApolloLIMS support group.
--	--	---	---

	Functional Description	Feature Availability	Detailed Description
D.	ORDER ENTRY		
	Allow multiple tests ordering for a single patient using a common demographic record.	A	<p>ApolloLIMS has a built in Electronic Medical Record (EMR) for each patient. Patient's have visits, both inpatient and outpatient, orders and specimens in a pyramid fashion. Effective dates are utilized to know what demographics were in effect on any given service date. This is vitally important for billing (ie: if a patient get's married or divorced or has coverage added or dropped).</p> <p>ApolloLIMS allows the laboratory to order multiple tests on the same specimen using the patient's single demographic record.</p>
	Allow laboratory orders to be entered from any computer on or off site.	A	<p>Laboratory orders can be entered by using:</p> <ol style="list-style-type: none"> 1. ApolloLIMS Order entry screens for laboratory users 2. The Web order entry screen for users accessing the lab web site 3. Or though an inbound orders interface from an external system such as an EMR
	Allow the lab to develop and customize orderable items.	A	<p>ApolloLIMS has been designed to be fully operational by qualified laboratory technologist and trained LIMS Administrators. All events in ApolloLIMS can be managed through standard menu options in Apollo Systems Maintenance. Examples of events in Apollo may include:</p> <ul style="list-style-type: none"> - Adding formulas in which specimen Interpretive Results are calculated - Adding Test Codes and Order Codes to the testing menu - Creating conditional expressions which automatically add on repeat or confirmatory testing - Reporting Rules definition which allow routing of specimen reports to qualified submitters - Classification of Test Results into statistical QA categories. Once classified, additional action queues can be set-up to control further reporting or processing
	Allow simple test ordering: Single header linked to a single test result field (e.g. Glucose).	A	<p>This would be an example of a test being defined with a couple of result codes, a single test code and a single order code.</p>

	Allow compound test ordering: Single header linked to multiple test result fields (e.g. CBC, Lipid Panel, and Comprehensive Metabolic Panel).	A	This would be a example of multiple test codes being added to a single order code.
	Allow the user to order tests by entering test codes and/or by selecting from a test menu.	A	Users are able to enter the order code, the order code alias or select the test from a pull down menu.
	Automatically alerts users to previously ordered lab work.	A	Users are alerted at the time of ordering if the same order codes or test codes are being duplicated.
	Allow at the time of ordering a request that patient lab results be sent to more than one provider.	A	The system allows for multiple "Report To" locations
	Allow the cancellation of orders for patients who do not show for appointment.	A	The system allows for cancellation (inactivation) of an uncollected order from a collection date that defined previously.
	Provide medical necessity validation based on lab-defined valid diagnosis codes for each applicable test.	A	The system would work with the laboratory's billing provider to coordinate the ABN and LMRP process
	Allow the generation of Medicare-compliant ABN forms when test ordering fails medical necessity validation.	A	ABN forms can be generated to the specifications of the laboratory and in compliance with Medicare.
	Allow entry of multiple diagnosis codes for each ordered test. (State how many your system supports.)	A	There is no limit to the number of diagnosis codes that are able to be added to a specimen. In addition the laboratory has complete control over the definition and management of the diagnosis code library.
	Provide required "signature" support to authorize orders.	A	The clinical data entry screen can be configured to make signature required. In addition ApolloLIMS has the mechanism in place to be able to send an affidavit to a submitting account automatically requesting a signature.
	Offer paperless labeling options including scanning and fax receipt of printed requisitions.	A	Unlike other LIMS vendors who have to find external products to assist with Document Imaging needs, Apollo Document Image Library is a state of the art, 100% integrated SDMS solution designed and written by Common Cents to be a seamless part of the laboratory workflow. Any paper document (including external Chain of Custody or submission paperwork) can be scanned and attached to the specimen audit trail.
	Provide full document management functionality to search and retrieve paperless information.	A	In addition to working with Scanned Documents, the Apollo Print to Database engine can automatically capture any printed

			<p>data. Utilizing this print to database technology along with identifying Image Workflow steps allows Apollo to automatically extract data from the image and create indexes to: Batches, Instruments, Methods, etc...</p> <p>Regardless of the Image source (scanned or printed to database), images can be viewed or printed from any Apollo workstation on the PHL LAN network.</p>
	Provide automatic testing destination routing as specified contractually.	A	ApolloLIMS is able to route specimen tests to specific functional testing areas within the laboratory. ApolloLIMS is also capable of setting up multiple performing locations if testing is done at an outside laboratory.
	Provide automatic label printing as orders are entered.	A	ApolloLIMS can be configured to automatically generate labels as the orders are entered in the system
	Allow lab-defined label configuration.	A	All labels in ApolloLIMS are designed by the local lab staff. Each barcode printer manufacturer has different standards for creating labels. The local LIMS Administrator working with the implementation team will create custom stored procedures that print any required information in the format that works for the hardware the local PHL uses.
	Allow data-entry via barcode scanning from paperwork accompanying specimens.	A	Barcodes, both pre-printed and lab generated, can be used through-out Apollo to decrease repetitive typing of key fields. The single greatest benefit of barcode technology inside the laboratory is positive specimen identification – especially when coupled with automated instrumentation. ApolloLIMS treats a barcode scanner as another character entry tool just like a keyboard and mouse. Any barcode that is scanned will automatically populate the data field in which the cursor is present.
	Obtain demographic information from barcode scanner.	A	If a barcode has a specimen number on it and the specimen number has been linked with a patient. The patients demographic information will automatically be populated on the screen.
	Describe supported bar code formats.	A	Code 39, Code 128 and any of the more popular formats that are supported by bar code printers and scanners
	Provide the specific sample requirements or sample tube types at the time of order entry.	A	When choosing tests to be ordered, ApolloLIMS automatically creates a list of required containers/specimen types that need to be drawn and submitted. The user has the ability to add additional containers, if desired, or

			change a specimen type if an alternate specimen type can be submitted for a particular test.
	Store diagnosis codes in registration function.	A	Diagnosis codes are entered into the data entry screen. There is no limit to the number of diagnosis codes that are able to be added to a specimen. In addition the laboratory has complete control over the definition and management of the diagnosis code library.
	Process orders for profiles that include multiple tests (e.g. cardiac enzyme profile).	A	Order codes can be created that contain many different test codes. In this way testing panels are created. The laboratory has a great ability to define these panels themselves after system training
	Allow a miscellaneous test code so previously undefined tests can be ordered and charged.	A	ApolloLIMS allows previously undefined tests to be ordered, resulted and billed. The tests are ordered as "Wild Tests" and the lab has complete control on how they are reported and billed.
	Allow correcting a field on a screen without having to re-enter entire order transaction.	A	ApolloLIMS allows the user to correct a field on the screen without having to complete an entire new order. The system can be configured to recalculate results on changes to data entry if desired. This is necessary if changes are made to patient demographics that might affect a reference normal value.
	Allow entry of orders for future dates.	A	ApolloLIMS allows entry of order for future dates.
	Allow splitting one ordered test into more than one request (e.g. group tests, pre-op, and coag screen).	A	The system allows numerous tests to be ordered on the same specimen. The system may also be configured to confirm that the specimen type is correct for the test that is ordered.
	Automatically check for and warn of duplicate single test orders with profile orders.	A	Yes. Duplicate orders warnings are issued to the user in the form of a pop-up box.
	Support cancellation of tests, logging accession #, test code, patient name, reason, date, time, and tech ID.	A	Yes there is structure and capability built into the system to record a cancelation and all relevant required information.
	Provide simple method to order additional test requests on sample already received and processed in lab.	A	The system allows any user with the appropriate security clearance to add orders to a specimen with the data entry screen.
	Allow cancellation of an order without canceling prior results.	A	ApolloLIMS is supported by a versionized database schema. No data in Apollo is ever deleted, it is marked as inactive. A complex set of multi-column primary key along with effective dates and active flags manage access to the correct sets of data.

			When a test previously ordered on a specimen is deleted by an authorized user, Apollo prompts the user to enter a Cancellation comment or choose from pre-defined cancellation codes.
	Provide flexible, customizable Sample ID formats.	A	Specimen number can be custom to the laboratory and may contain alphanumeric characters as well as a standard prefix or suffix.
	Print instructions/comments (e.g., do not collect from right arm) on sample labels.	A	Content of the labels is completely custom to the laboratory and may contain instructions
	Print sample collection labels for timed and routine collections.	A	Labels for timed or routine collections may be printed in the same manner as other labels
	Allow for multiple labels per test to print.	A	Numbers of labels printed is completely custom to the laboratory and may be different on such factors as type of test or specimen type
	Print instructions/comments (e.g. do not collect from right arm) on sample labels.	A	Content of the labels is completely custom to the laboratory and may contain instructions
	Print aliquot labels when more than one test is drawn in the same collection tube.	A	As mentioned earlier Apollo has a powerful container logic built into the application. Labels for aliquots may contain such information as test performed, container number, specimen number and others.
	Provide that uncollected samples continue to appear on subsequent lists until cancelled or collected.	A	Uncollected samples will continue to appear on draw lists
	Provide for easy free text entry of information such as critical result notification, sample rejection, or culture sites.	A	Free text and message codes may be added at the result level and the specimen level.
	Provide for intelligent prompting for accessioning, e.g. when a wound culture is ordered, the system prompts the user for site/location.	A	The system has the structure to prompt the user for information such as specimen type, specimen source and specimen site. These definitions are locally defined and maintained.
	Provide easy access to sample requirements for laboratory users.	A	Sample requirements are visible to the users at the data entry screen.
	Provide flexible labeling capabilities, including user customizations.	A	All label formats are custom to the laboratory and maintainable by a trained LIMS administrator
	Provide intelligent sample labeling – groups samples in chemistry together and prints on labels, while hematology tests print on separate label and microbiology prints separately. Allows for making the number of labels customizable for each test.	A	Specimen labels may be printed in the order desired by the laboratory. Number of labels may be specified by test type.

	Functional Description	Feature Availability	Detailed Description
	Provide intuitive user interface – easy to locate screens for accessioning, reporting queries, etc.	A	The ApolloLIMS user interface was designed by developers and clinicians who brought many years of laboratory experience to the project. The menu structure is designed to mimic the flow of a specimen through the laboratory workflow.
	Provide for an easy, systematic, and logical method of adding, editing, or deleting tests in the test code dictionary.	A	Apollo System Maintenance allows the LIMS administrator or designated laboratory staff to make changes to the test dictionary without the utilization of outside support. These changes are made within a attractive and windows based interface using buttons, pull down lists and data fields.
	Provide complete organization and scheduling of tests.	A	Test may be organized with the system as required by the laboratory
	Workflows must be configurable, changeable and use compendium to create workflows and create results.	A	Apollo System Maintenance allows the LIMS administrator or designated laboratory staff to make changes to the test dictionary without the utilization of outside support. These changes are made within a attractive and windows based interface using buttons, pull down lists and data fields.
	When looking up a patient in the system, tests performed on that patient and test results are made available without additional steps.	A	The Apollo menu option called specimen inquiry is a powerful tool where all information related to a specimen is available such as demographics, results, report image, billing information and the audit trail.
	Allow the user to accept, reject or re-run a test.	A	The user with appropriate security clearance has the ability to accept, reject or reschedule the test.

E. RESULT REPORTING			
	Functional Description	Feature Availability	Detailed Description
	Publish results documents including interpretive comments and free-form text to secure web portal and via secure electronic transmittals.	A	Results reports and results may be sent securely to the web portal or through a secure system to system interface.
	Provide storage of "facsimile of what doctor receives" per CLIA archive requirements.	A	The system stores the exact version of the report that was reported to the physician.
	Control transmittal of results to doctor, not patient, per California law.	A	Results are only transmitted to the reporting queue as defined by the local laboratory. The system does not report results anywhere that is not defined as associated with the account or the specimen.
	Allow multiple results publishing, invisible to each other.	A	
	Manage public CalREDIE reporting.	A	ApolloLIMS is already working with laboratories in California such as Santa Clara and Sacramento County PHL and in preparation for CalREDIE. We are familiar with requirements and project timelines.
	Electronic interface to client information system (EMR, HIS, PMS, etc.)	A	Apollo is able to interface using HL7, XML, or text files to external systems such as EMR and HIS.
	Support reporting to multiple modalities including secure web-based portal, email, fax and print.	A	Report queues are defined and associated with accounts. Any number of report queues can be used to simultaneously report results.
	Allow display and distribution via multiple formats including PDF and HTML.	A	Yes. The system is capable of these report formats
	Allow reporting of numerical results to lab-defined significant-digits number per test.	A	The laboratory has complete control and flexibility of defining the number significant digits for any numerical result in the system
	Allow reporting of alpha results; single word (e.g., positive or negative) and free-form text (e.g., short phrases or longer paragraphs).	A	Alpha results and single word results are possible and configurable by the laboratory. Free text may be associated at the result level or specimen level and may appear on the report
	Allow attachment of a comment of any test header or test field (e.g., allow free-form text and pre-defined comments).	A	Free text or message codes may be assigned to the test or the specimen and appear on the report.
	Provide ability to select between reportable and non-reportable comments.	A	The system allows internal (not reportable) comments and external (reportable) comments.

	Accept images, graphics and linked documents from a host LIS via interface to display on reports.	A	Images and graphics are able to be accepted across an interface from an external system and can be made to appear on the specimen report.
	Allow automatic calculations based on test results from other fields.	A	The system allows conditional calculations to be defined that can be based upon other test results that may appear in the testing algorithm. The calculation definitions are another example of how laboratory personal themselves can work to define and maintain the test dictionary without outside support.
	Provide ability to designate HTML or PDF format of reports.	A	Yes. The system is capable of these report formats.
	Functional Description	Feature Availability	Detailed Description
	Maintain patient result history indefinitely.	A	All result data and testing history is maintained indefinitely. ApolloLIMS is supported by a versionized database schema. No data in Apollo is ever deleted, it is marked as inactive. A complex set of multi-column primary key along with effective dates and active flags manage access to the correct sets of data.
	Provide ability to purge results after a specific amount of time if desired.	A	The system can be configured to purge data or archive the data if desired
	Provide scheduler for automatic report and results delivery via web, email, fax or printer.	A	This capability is available and can be configured by the local laboratory
	Allow re-delivery of results.	A	Result reports can be re-queued for reporting. Any re-report is automatically noted in the system and stored for future reference
	Allow user to override current test results for a patient.	A	The user with appropriate credentials is able to override results for a patient utilizing the results entry menu structure
	Allow user to retain over-written results.	A	No data in Apollo is ever deleted, it is marked as inactive. A complex set of multi-column primary key along with effective dates and active flags manage access to the correct sets of data. The old data will remain the database
	Provide identification of the verifying technologist when reporting results.	A	The name of the verifying technologist may appear on the report. ApolloLIMS is fully 21 CFR Part 11 compliant regarding tracking and use of electronic signatures. Passwords are encrypted and local rules decide how often they expires and how complex they must be. When a record inside the LIMS is approved the system has an electronic signature that can hold up to forensic scrutiny.

			If desired, a digitized version of a signature can be associated with the internal electronic signature and be affixed to any reports.
	Automatically maintain a record of reports delivered by each reporting modality (fax, printer, and email, etc.). Provide easy access to these results at any time.	A	Record of all reporting events is maintained in the database. A user is able to inquire of all reporting events for a specimen by going to the specimen inquiry menu screen. Whether printing a report at the lab or from a remote site the same mechanism is utilized to ensure accurate reporting. When the Reporting Monitor decides that a specimen qualifies for reporting ApolloLIMS creates a PDF for each report. A copy of each PDF is saved within the database for historical auditing. A submitter printing a report remotely (most likely from the web portal) would print that same PDF. Auditing of reports that have been printed, where, when and by whom are stored in the audit trail.
	Allow patient test to be incomplete for user-definable time in the system.	A	The system provides this capability and also the ability to partial report a test/specimen if desired and configured for the test.
	Print daily detailed master log of all work performed in lab for audit purposes.	A	A standard Adhoc report is available for a master log of all work done.
	Display abnormal or critical results uniquely from other results.	A	Results report is completely custom to the local laboratory and can meet this requirement of noting critical or abnormal results differently
	Allow for cumulative result reporting. Please explain.	A	Cumulative results of prior testing events for the same patient may be displayed on the report if desired. ApolloLIMS has a powerful EMR built into the application that can keep track of patient testing history. If results are changed after reporting Patient or Specimen reports clearly show the current result values along with the previously reported values as per CLIA rules.
	Describe the procedure for correcting test results that have been resulted. After correcting, are the corrections able to be altered?	A	The technician would change the results using the results entry screen. Yes the results may be altered any number of times. Only the most recent results will be active and all results remain in the database.
	Print list of received but untested samples due to insufficient quantity. Allow for a comment to be placed on the sample accordingly.	A	Quantity not sufficient messages can be placed on the specimen and actually reported back to the client that way if desired. Insufficient quantity specimens could be tracked by using a QNS order code or result
	Includes features that allow batch reporting.	A	The application includes the ability to configure batch reporting

	Allow features for customizable report formats.	A	All report formats are custom to the local laboratory. We can make it look and function to your specific requirements.
	Functional Description	Feature Availability	Detailed Description
	Display patient results in an easy to view format for all patients of a provider or location.	A	Patient results for a provider may be displayed or reported utilizing an Adhoc report
	Provide ability to batch print and batch acknowledge receipt of results.	A	The system has the capability of printing batches and for batch receipt of specimens
	Provide the date/time reported on reports transmitted by FAX, laser printer, and e-mail.	A	All reports can be designed to include the data and time reported
	Provide daily detailed master audit log of all work performed in the lab.	A	A standard report is available for a master log of all work done in the laboratory on a specific day.
	Provide a permanent log of all test results that have been edited.	A	A standard report is available for a listing of all test results that have been edited.
	Workstations work independently of each other. Multiple functions can occur simultaneously without one party having to exit the system.	A	All workstations work independently. The only constraint is the number of concurrent users and concurrent licenses available
	Provide flexible reporting formats.	A	All report formats are completely custom to the lab. We can make the report look and function to your specific requirements.
	Provide the ability to access all patients of a particular client by name, date, or date range.	A	All patients of a client may be searched on and access through the specimen inquiry menu structure
	Allow look-up of patient and patient results by client number.	A	Client number is a search field

EXHIBIT D

Addendum to Professional Services Agreement RFP #10347 between the County of Monterey, and Common Cents Systems, Inc. Apollo LIMS Implementation & Maintenance

This Addendum ("Addendum") to the Professional Services Agreement RFP #10347 between the County of Monterey and Common Cents Systems, Inc. ("AGREEMENT"), to which the Addendum is attached, shall have the full force and effect as if set forth within the AGREEMENT.

1. **Section 10. RECORDS AND CONFIDENTIALITY to AGREEMENT:**

Paragraph 10.5 of the AGREEMENT is deleted.

2. **LICENSE AGREEMENT**

The terms of the Common Cents Systems, Inc. Apollo LIMS License Agreement are included herein, as attached.

3. **MAINTENANCE AGREEMENT**

The terms of the Common Cents Systems, Inc. Apollo LIMS License Agreement are included herein, as attached.

4. **PERFORMANCE**

a. After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10347 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10347. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- All attachments, Exhibits and Appendix to this AGREEMENT
- RFP #10347 Addendum #1
- RFP #10347 dated March 9, 2012, including all attachments and exhibits
- CONTRACTOR'S Proposal dated March 27, 2012, including, but not limited to Attachment C – Laboratory Outreach Solution Functional Requirements, a copy of which is attached to this AGREEMENT.
- Certificate of Insurance
- Additional Insured Endorsements

b. All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Addenda, CONTRACTOR'S Proposal including, but not limited to Attachment C – Laboratory Outreach Solution Functional Requirements to CONTRACTOR'S Proposal, a copy of which is attached hereto.

5. **LEGAL DISPUTES**

- a. CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- b. Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- c. CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- d. The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.