

SERIAL 11055 RFP LAB INFORMATION MANAGEMENT SYSTEM (LIMS)

DATE OF LAST REVISION: November 03, 2016 CONTRACT END DATE: September 30, 2021

CONTRACT PERIOD THROUGH SEPTEMBER 30, ~~2016~~ 2021

TO: All Departments
FROM: **Office of Procurement Services**
SUBJECT: Contract for **LAB INFORMATION MANAGEMENT SYSTEM (LIMS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 29, 2011 (Eff. 10/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

IG/at
Attach

Copy to: **Office of Procurement Services**
Michael Cora, Public Health

EXHIBIT A

PRICING

SERIAL 11055-RFP

NIGP CODE: 20880

RESPONDENT'S NAME: Technidata America Medical Software, LLC

COUNTY VENDOR NUMBER : 2011001263

ADDRESS: 1760 E. River Road, Ste 302

Tucson, AZ 85718

P.O. ADDRESS: _____

TELEPHONE NUMBER: 520-577-2872

FACSIMILE NUMBER: 520-577-2874

WEB SITE: www.technidata-web.com

CONTACT (REPRESENTATIVE): Yves Charron

REPRESENTATIVE'S E-MAIL

ADDRESS: yves.charron@technidata-web.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[X]	

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
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WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	_____ %
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(Payment shall be made within 48 hours of utilizing the Purchasing Card)

***PAYABLE BASED ON AGREED UPON DELIVERABLES AS APPROVED BY COUNTY**

****TRAVEL BASED ON EXHIBIT G**

*****PAYABLE MONTHLY PER PAYMENT TERMS OR ANNUAL AS AGREED BY BOTH PARTIES**

1.0 PRICING (NON-HOSTED)

1.1 SOFTWARE/LICENSE COST*	<u>\$44,433</u>	
1.2 3RD PARTY SOFTWARE (IF APPLICABLE)	<u>\$ -</u>	(Not included, See recommended 3rd Party Software)
1.3 CUSTOM SOFTWARE (IF APPLICABLE)	<u>\$ -</u>	
1.4 HARDWARE COST (IF APPLICABLE)	<u>\$ -</u>	(Not included, See recommended hardware configuration)
1.5 IMPLEMENTATION COST*	<u>\$68,522</u>	NOT TO EXCEED
1.6 TRAINING COST*	<u>\$7,648</u>	
1.7 TRAVEL RELATED COSTS**	<u>\$ 12,000</u>	
1.8 TOTAL SYSTEM COST (YEAR 1)	<u>\$ 132,602</u>	

2.0 MAINTENANCE AND SUPPORT*:**

2.1 (8AM-5PM) FULL MAINTENANCE AND SUPPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2.2 SOFTWARE	NA			\$13,674	\$13,947
2.3 HARDWARE	NA	\$ -	\$ -	\$ -	\$ -
2.4 (24 X 7) FULL MAINTENANCE AND SUPPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2.5 SOFTWARE	NA	\$13,143	\$13,406	\$13,674	\$13,947
2.6 HARDWARE	NA	\$ -	\$ -	\$ -	\$ -

3.0 3RD PARTY SOFTWARE/ OTHER PRICING:

	LICENSE + IMPLEMENTATION + 1ST YEAR SUPPORT	SUPPORT YEAR 2	SUPPORT YEAR 3	SUPPORT YEAR 4	SUPPORT YEAR 5
3.1 ADDITIONAL INSTRUMENT INTERFACES	\$5,915			\$1,093	\$1,115
3.2 ADDITIONAL CONCURRENT USERS	\$2,490	\$704	\$ 718	\$ 732	\$747
3.3 BUSINESS INTELLIGENCE MODULE	\$12,620	\$1,530	\$1,561	\$1,592	\$1,624
3.4 ADDITIONAL REFERENCE LAB INTERFACE	\$11,850	\$877	\$895	\$913	\$931

TD-Synergy®		
Professional Services	Number of Days	
Completion of <i>TD-Workstation</i> Interfaces	3	\$4 200
Completion of <i>TD-Web</i>	2	\$2 800
Completion and tests of eCW interface	10	\$14 000
User Acceptance Test support	5	\$7 000
Go Live preparation	3	\$4 200
Go Live and Post Live support	5	\$7 000
Project Management	2	\$2 800
TOTAL of Professional Services		\$42 000

Notes

1) Costs of professional services are estimated considering during normal office hours (Monday to Friday from 8 a.m. to 4:30 p.m.). Additional costs may be charged for working outside the scheduled hours.

3) A services execution date will be scheduled upon receipt the purchase order. There might be a delay between the purchase order and the services execution which varies depending on the workload.

TECHNIDATA AMERICA MEDICAL SOFTWARE, 1760 E. RIVER RD. SUITE 302, TUCSON, AZ 85718

PRICING SHEET: 20880

Terms: NET 30

Vendor Number: ~~2011001263-0~~ **VC0000001963**

Telephone Number: 520/577-2872

Fax Number: 514/270-2770

Contact Person: Richardo Nunez

E-mail Address: ricardo.nunez@technidata-web.com

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2016 2021.**



CONTRACT PURSUANT TO RFP

SERIAL 11055-RFP

This Contract is entered into this 1st day of October, 2011 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Technidata America Medical Software, LLC an Arizona corporation (“Contractor”) for the purchase of a Lab Information Management System (LIMS).

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of October, 2011 and ending the 30th day of September, ~~2016~~ **2021**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County’s sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index for All Medical Consumers) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
 - 3.1.1 Payment shall be based upon agreed upon deliverables and successful completion. Final payments for implementation services shall be as specified in Exhibit A.
 - 3.1.2 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of services
 - Contract Item number(s)
 - Total Amount Due

- 3.1.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.1.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (<http://www.maricopa.gov/Finance/Vendors.aspx>)
- 3.1.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. Notwithstanding this provision, County shall be responsible for payment to Contractor for licenses and services provided by Contractor if County issues a purchase order or written notice to proceed as specified in paragraph 6.6. For clarification, nothing in this provision shall exclude or restrict the rights of the County as it relates to section 6.7 and 6.8.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise reasonably directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law and as specified in paragraph 6.1.2 below, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The maximum liability of Contractor for this Contract shall be as specified in Article IX of Exhibit C, except that the amount shall be equal to five (5) times the Total System Cost specified on line 1.8 of Exhibit A, rather than one (1) times such amount. The

amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the Warranties specified in Article III of Exhibit C. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein, all as specified in Article VII of Exhibit C. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system as specified in Article VII of Exhibit C acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, as specified in Article VII of Exhibit C to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Article VII of Exhibit C, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
 - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may take the actions specified in Exhibit C.

6.5 NOTICES:

Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; (3) by bonded courier or by a nationally recognized overnight delivery company; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this paragraph):

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Technidata America Medical Software, LLC
Attn: General Manager
1760 E. River Road, Suite 302
Tucson, AZ 85718

6.6 REQUIREMENTS CONTRACT:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, subject to the provisions of paragraph 6.19, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.8 TERMINATION FOR DEFAULT:

6.8.1 The County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of Exhibit C, or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.8.2 Upon termination under this paragraph, subject to the provisions of paragraph 6.19, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

6.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.10 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.15 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.15.1 **In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

6.15.2 **If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

6.15.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require**

reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.17 ALTERNATIVE DISPUTE RESOLUTION:

6.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

7.17.1.1 Render a decision;

7.17.1.2 Notify the parties that the exhibits are available for retrieval; and

7.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. The Contractor retains title to the software and the intellectual property associated with it and otherwise provided by Contractor.

6.20 INTEGRATION:

This Contract, consisting of this document and all Exhibits, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor if the Contractor is deemed to be in violation of paragraph 6.21.1.

~~6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor if the Contractor is deemed to be in violation of paragraph 6.22.1.~~

6.23 CONTRACTOR LICENSE REQUIREMENT:

6.23.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply

with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

- 6.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.24 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 6.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 6.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

- 6.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.25 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer substantially equivalent in size and laboratory requirements to County for the same or nearly the same services to be provided hereunder to any third party that is substantially equivalent in size and laboratory requirements to County.

6.26 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.27 **ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this document and any Exhibits, the terms of this document shall take precedence.

6.28 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this document, all of which together shall constitute the Contract:

- 6.28.1 Exhibit A, Pricing; (**See second Page**)
- 6.28.2 Exhibit B, Scope of Work;
- 6.28.3 **Exhibit B-1 Professional Services**
- 6.28.4 Exhibit C, Software License and Services Agreement;
- 6.28.5 Exhibit D, Software Maintenance Agreement;
- 6.28.6 Exhibit E, Preliminary Implementation Project Timeline;
- 6.28.7 Exhibit F, Technical Requirements; and
- 6.28.8 Exhibit G, **Office of Procurement Services** Contractor Travel and Per Diem Policy.

6.29 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.30 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 6.31.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**
- 6.31.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.32 **ISRAEL BOYCOTT: (New Section)**

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et. seq.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

AUTHORIZED SIGNATURE

Jacquelin Pare, EVP. TECHNIDATA AMERICA MEDICAL SOFTWARE LLC
PRINTED NAME AND TITLE

1760 E. River Rd. Suite 302 Tucson AZ 85718 – USA
ADDRESS

DATE

MARICOPA COUNTY:

CHIEF PROCUREMENT OFFICER

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT B
SCOPE OF WORK

7.0 INTENT:

Maricopa County Public Health Clinical Services is awarding this contract for a Clinical Laboratory Information Management System (LIMS) to the Contract to for providing these services and implementing a fully integrated system solution that meets the laboratory's needs and works in conjunction with eClinicalworks, the clinic's awarded vendor for an electronic health record (EHR) system.

The Contractor must have the capability to seamlessly integrate with eClinicalworks to allow for test ordering and labeling, specimen management, reporting, patient test data storage and retrieval. The Contractor's system must be compliant with all HIPAA regulations and meet any CLIA regulations and should comply with CLSI or CAP specifications for a clinical LIMS.

The County reserves the right to purchase hardware from other County contracts.

BACKGROUND:

The Maricopa County Public Laboratory (MCPL) is primarily a clinical public health laboratory that supports the Maricopa County Department of Public Health Clinical Services (MCDPHCS) division. The MCDPHCS has a sexually transmitted disease program and clinic, a tuberculosis program and clinic, a refugee health services clinic, and an HIV program and clinic. The programs are responsible for epidemiological investigation of communicable diseases and provide outreach activities in support of investigation and treatment of cases and contacts in both clinical and field settings.

The laboratory supports those efforts with select testing of certain analytics, primarily in the specialty of microbiology and general immunology. There are 8.5 laboratory staff, 6 F/T physician assistants/nurse practitioners, 3-4 contract physicians, and a medical director (MD) employed in the department. The laboratory also performs tests on specimens collected from a dozen different correctional health services sites (county jail clinics) located offsite within a 20-30 mile radius, as well as from contracted programs, facilities and grantees. The laboratory workload volume consists of approximately 160,000 patient tests annually (exclusive of controls, calibrators, and standards), and is expected to see growth in both volume and the types of tests offered in the future.

8.0 SCOPE OF WORK:

The LIMS solution shall include, at a minimum, the functionalities listed below as 'core modules,' specifically. Please indicate 'Compliance' or 'Non-Compliance' for these mandatory minimum requirements.

- The system must seamlessly integrate with eClinicalworks

Technidata: Compliance - TD-Synergy, as well as a number of other Technidata products have been interfaced with numerous EMR, EHR and Host applications throughout the world. TD-Synergy has the ability to communicate to Host systems using standard communication protocols such as HL7 and ASTM.

- Test/Specimen ordering

Technidata: Compliance - TD-Synergy offers numerous methods for entering orders into the system. These include the following:

- ✓ Orders received from Host systems (EMR, EHR, HIS, others)
- ✓ Manual order entry should patients present themselves at the laboratory with a doctor's order
- ✓ Rapid Order Entry
 - This type of order entry starts the analytical process immediately by allowing testing to begin with only the sample ID
- ✓ Special devices such as OMR readers.

- Specimen test management (routing and tracking)

Technidata: Compliance - TD-Synergy offers a comprehensive specimen management package that greatly improves the methods in which laboratories handle samples. Some of the functionality offered includes automated label printing, specimen collection, routing / tracking, storage and retrieval features. The laboratory will have full visibility into the location of samples throughout the laboratory and as a result, help improve service levels and patient safety.

- Results reporting/local and remote (fax, internet)

Technidata: Compliance - TD-Synergy supports multiple methods for reporting results:

- ✓ Electronic transmission of results to host systems (such as EHR, EMR, HIS, others) via communication protocols like HL7 and ASTM
- ✓ Internet results viewing via our TD-Web Outreach Module
- ✓ Automatic result transfer via fax or email
- ✓ Hardcopy (including real time reporting to remote printers when available at recipient locations)

The method can be defined individually for each type of result recipient (ordering doctor, location / facility and additional doctors).

- Interfaces with laboratory equipment, Clinical EHR, customers, and or reference laboratories

Technidata: Compliance - TD-Synergy offers an easy to use, robust and scalable Communication Engine that uses standard data formats such as HL7 and ASTM to communicate within and between healthcare organizations. Our organization has connected to:

- ✓ 500+ Host information systems (HIS, EMR, GP, SW, etc.)
- ✓ 12,000+ analytical instruments (offering a library of more than 500 instrument drivers)
- ✓ Reference laboratories such as Quest, LabCorp, Specialty Labs and many others

- Microbiology work up and reporting module

Technidata: Compliance - TD-Synergy offers a dedicated Microbiology module specifically designed to manage bacteriology, mycology and parasitology workflows through a configurable analytical protocol design and flexible result entry. The product is a modern, paperless system employing best safety practices and providing fast access to results within a flexible, auditable environment. The Microbiology module includes a full Epidemiology package that will be a tremendous resource for the County Laboratory.

- Quality assurance

Technidata: Compliance - As part of the TD-Synergy Core Laboratory Module, Technidata offers a Document Management (Quality Assurance) module designed to offer the capability to control all laboratory documentation (procedures, protocols, quality assurance documents).

An administrative tool used by the quality manager guides the document control process and manages all stages of the document lifecycle. A Web-based interface gives users access to all the approved, up to date documents they need to do their jobs, at any place and any time. In addition, Quality documents can be accessed from specific Technidata modules such as TD-Synergy Microbiology.

TD-Synergy's Quality Management module allows laboratories to manage any non-conformities found within the laboratory workflow or information system, and helps laboratories comply with the ISO 15189 and CAP accreditation standards. This Web based module, is fully integrated in the LIS and allows quick access to all functionalities by all users in their particular roles in the laboratory. Through appropriate, usable indicators, the quality manager holds all the keys to introducing a continual improvement policy which involves all the staff in the laboratory.

- Data transfer from the multiple existing databases including the current practice management system

Technidata: Compliance - TD-Synergy offers the ability to import historical patient demographic data from external systems as long as the format complies with Technidata specifications. We are committing to import data from the specified databases.

- Billing module

Technidata: Compliance - TD-Synergy provides charge capture and client invoicing that will address the current internal “client” billing functionality required by MCPHL (as discussed in the June 13, 2011 pre-bid conference). Since a full Accounts Receivable system is not required, this is not part of the proposed solution.

- Customer information portals

Technidata: Compliance – Technidata offers a “Client Only” portal that provides many useful tools for our clients, including the ability to submit support tickets via the web.

- Data security

Technidata: Compliance – TD-Synergy helps laboratories comply with HIPAA regulations by maintaining strict controls on user-rights’ management and patient privacy. System access controls ensure that users can access only the patient information required by their functional roles.

- Data tracking (Patient Records)

Technidata: Compliance – TD-Synergy includes a “Patient File” with the ability to search and access the consolidated record for any patient based on User Rights.

- In-laboratory communications (messages and communications and alerts)

Technidata: Compliance – The system uses a “Dashboard” or “Control Panel” navigation interface providing the user with status-based, real-time counters (alerts) of laboratory activity and workload. The Control Panel displays continuous real-time monitoring of urgent request turnaround time and automatically alerts users; preventing delays in responding to urgent orders.

Additionally, the application offers an Internal Messaging System to send messages between users and improve communication in the laboratory and alert users of the existence of new procedures.

- Data inquiries and Report writing

Technidata: Compliance – TD-Synergy offers a number of tools to extract information from the database such as a Statistics / Information Management Package & the Smart Data Engine.

As far as reports, the system offers pre-defined report templates, as well as, the ability to use 3rd party tools such as Crystal Reports in order to create customizable reports from the information available in the system database.

- Ability to interface with the CDC

Technidata: TD-Synergy offers the ability to interface to other applications through standard interfacing protocols (e.g. HL7, ASTM, etc.). However, this proposal (and associated pricing) does not include the cost of interfacing to the CDC. For this, Technidata would require technical specifications of the CDC system so that a proper evaluation can be performed.

Please refer to Exhibit F for a complete list of the Contractor’s business requirements.

8.1 DESIRED GOALS/INTENTIONS:

The purpose of this project is for MCPL to convert from a paper-based system with no current LIMS to a fully functional paperless LIMS integrated with, eClinicalworks. The system will include supporting software modules, technology, and interfaces as identified.

~~8.1.1~~ The LIMS will be implemented for all data interfaces and other approved sites. The Contractor will provide all equipment, supplies, and labor associated with their proposed solution.

8.1.2 The County expects that the LIMS will reduce costs while improving health care outcomes, as measured by the following criteria.

1.0 Laboratory and health care staff will have pertinent healthcare/laboratory management data readily available to optimize patient care.

2.0 Laboratory and health care staff will use resources more efficiently and make better health care decisions due to reduction in the amount of time required to locate a patient's laboratory demographic and health data.

3.0 The LIMS will standardize ordering and reporting practices and improve patient laboratory and health care documentation.

4.0 The laboratory and the EHR will manage health care information more efficiently and improve compliance with laws governing medical records management.

8.2 Implementation PLAN/SERVICES:

A comprehensive system implementation methodology is a critical factor in the delivery of a quality product. Technidata has extensive experience with software implementations and related development and integration. Technidata has a comprehensive methodology, which will be tailored to meet the unique Site project requirements.

The following describes the components of Technidata's Implementation Methodology.

Project Resources

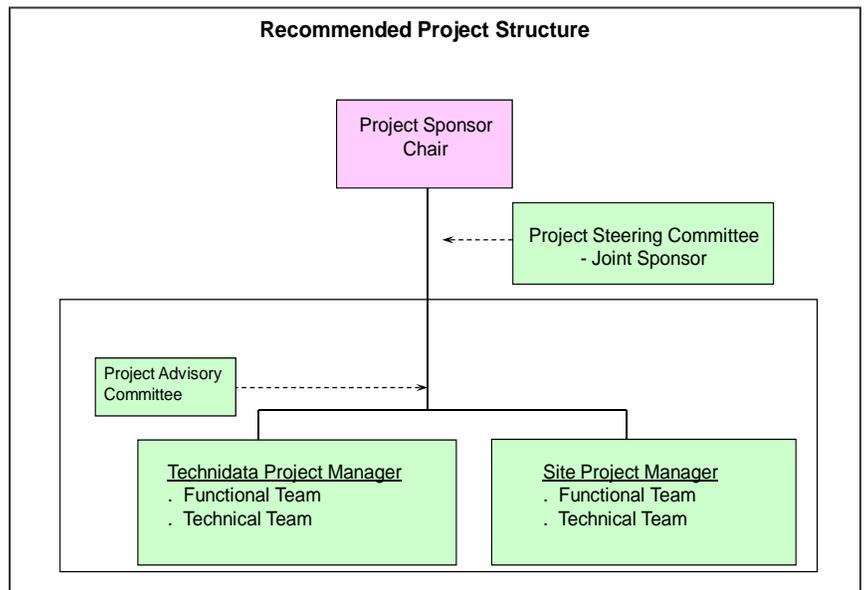
Technidata proposes an integrated team of healthcare professionals, project managers, and highly skilled individuals in terms of software delivery, implementation and integration. This team is structured for optimal working efficiency and to effectively integrate with the Site organization.

The following chart depicts the usual Project Team Structure for the Project under consideration:

Overall project accountability resides with the Site Project Sponsor. The Site Project Sponsor owns the overall project budget, and as such has complete control over the project scope. The Site Project Sponsor must approve all project deliverables and change requests.

Client Project Manager works directly with Client Project Sponsor. This creates a direct pipeline between the Project Team and the Project Sponsor.

Technidata will form a fully integrated team



with Client. The direct relationship between Client and Technidata's Project Manager is essential to project success. This pairing of key project management resources creates a single yet shared centre for project management, accountability and responsibility.

Technidata also proposes that a Joint Project Steering Committee be created. This committee will be comprised of senior management from Client and Technidata. This committee would approve the initial project plan and continually steer the team towards project success. The Project Steering Committee would serve as a decision making body throughout the project.

Project issues will be largely managed within the Project Team. In the event of significant issues/disputes, which can't be resolved by the team, these will be escalated to the Project Steering Committee for resolution and decision-making. Note that the Steering Committee is comprised of senior management team members from both Client and Technidata, and these individuals will be able to bridge escalated issues back into their respective organizations as required.

The Project Team is comprised of management team members from Client and Technidata. This is an excellent way of ensuring that Client and Technidata stay focused on common objectives. The day-to-day management of the project will occur within the Project Team. Integration of these team members will greatly improve project communications and overall effectiveness.

The Technidata Project Team will be staffed based on the project life cycle and delivery phases within the project. The Project Team members will be made available from the onset of the project to ensure continuity of approach throughout.

High Level Roles and Responsibilities

Project Manager is responsible for:

- ✓ Delivering a quality product on time and within budget.
- ✓ Maintaining overall control of the integrated schedule and delivery of all project deliverables.
- ✓ Coordinating activities between Client and Technidata.
- ✓ Notifying Client Project Manager of discrepancies in planning and submits recommendations to resolve these issues.
- ✓ Maintaining ongoing contact with Client Project Manager to ensure client satisfaction.
- ✓ Collaborating with Client Project Manager in the resolution of any disputes that may arise during the project.
- ✓ Making Technidata resources available for the project.
- ✓ Delivering project deliverables and obtaining Client approval.
- ✓ Co-chairing progress review meetings and producing minutes.
- ✓ Managing project risks.
- ✓ Managing outstanding items and requests for changes; and
- ✓ Ensuring open communication among all project participants.

Functional Team is responsible for:

- ✓ Participating in Client Progress Review Meetings.
- ✓ Producing project progress reports.
- ✓ Ensuring that all functional requirements of software are met for delivery.
- ✓ Becoming knowledgeable about the processes and procedures of Client Operations.
- ✓ Working with Client end users to determine and propose changes to workflow and processes as a result of the software.
- ✓ Determining and proposing software configuration parameters and report requirements in consideration of reengineered processes.
- ✓ Working with Client end users to determine table configuration parameters.
- ✓ Conducting training needs analysis.
- ✓ Providing user training to meet Client training requirements.

- ✓ Conducting training evaluation analysis and report results.
- ✓ Ensuring user validation and acceptance testing is completed, with non-conformities exposed and corrected prior to promoting to live.
- ✓ Arranging for sign-off; and
- ✓ Providing application support and maintenance during the project life cycle and during in-service operation.

Technical Team is responsible for:

- ✓ Coordinating and managing the installation of the required system software.
- ✓ Arranging the requisite site visits and reviewing network and hardware deployment plans to ensure site readiness.
- ✓ Working with Client Information Systems Team to ensure successful connectivity to the WAN.
- ✓ Developing and delivering software releases in line with project key dates and milestones.
- ✓ Ensuring that the application architecture will satisfy operational, performance, and security requirements.
- ✓ Receiving, logging and tracking to completion all identified non-conformances.
- ✓ Defining a phased introduction of new components into an already delivered architecture; and
- ✓ Defining conversion strategies, if applicable.

Super Users

The laboratory should identify key laboratory personnel, generally known as *Super Users*, to prepare dictionaries, conduct testing, and train operators. In most cases, one senior technician or manager should be designated as Super User per discipline. Super Users should have good knowledge and understanding of their laboratory workflow and organization, and preferably be familiar with computer applications. After attending Phase 1 End User training for key laboratory personnel, they will be responsible for implementing the system within their discipline and will report to the overall Project Manager of the laboratory for this task. These Super Users can start to set up the dictionaries to suit both the laboratory organization and the features they want to implement on the system. They are also involved in testing during dictionary preparation, as well as final testing before Go Live.

It is very important that the laboratory management and the Project Manager ensure that these Super Users have the necessary freedom from their normal laboratory duties in order to prepare the system settings.

These key personnel will also be responsible at a later time for training the other laboratory staff that will operate different aspects of the system after going live, for example:

- ✓ Lab administration staff
- ✓ Instrument operators
- ✓ Clinical and technical reviewers, etc.

Specific Implementation Roles & Responsibilities (Client)

Role	Responsibilities
Executive Stakeholder	<ul style="list-style-type: none"> ✓ Person or group of people involved in the contractual aspects of the project ✓ Policy making ✓ High-level problem-solving and issue resolution
Project Sponsor / Laboratory Manager	<ul style="list-style-type: none"> ✓ Championing the project ✓ Accepting responsibility for problems escalated by the Project Manager

	<ul style="list-style-type: none"> ✓ Signing off documents such as the Acceptance Forms ✓ Organizing the laboratory, IT, and subcontractor resources for those tasks for which the customer is responsible
Project Manager	<ul style="list-style-type: none"> ✓ Coordinating and planning all aspects of the installation, and ensuring that time schedules and budgets are respected ✓ Interfacing with customers throughout the whole installation process ✓ Identifying and qualifying any supplier or subcontractor needed under the terms of the contract ✓ Obtaining acceptance of each stage of the implementation process ✓ Resource Planning ✓ Change and Risk Management ✓ Consultancy for Process Improvement
Implementation Consultant	<ul style="list-style-type: none"> ✓ Installing and configuring the Laboratory Information System modules ✓ Providing training for the laboratory's Super Users and LIS administrator ✓ Reporting and monitoring administrative and technical concerns ✓ Performing full-cycle testing with the Super Users ✓ Establishing instrument connectivity ✓ Acting as the LIS technical reference in the HIS-LIS integration project
LIS Administrator	<ul style="list-style-type: none"> ✓ Providing first-level support for both functional and technical concerns ✓ Maintaining the Users/Doctors/Locations Dictionary ✓ Maintaining backup operations ✓ Installing Client applications ✓ Configuring results and barcode printers ✓ Generally selected from among the Super Users
LIS Super User	<ul style="list-style-type: none"> ✓ Preparing all test-related dictionaries (Disciplines, Chapters, Specimens, Tests, Worksheets, etc.) ✓ Maintaining all test-related dictionaries (Disciplines, Chapters, Specimens, Tests, Worksheets, etc.) ✓ Participating in unit testing, integration testing and full-cycle testing ✓ Training end users in the new procedures, policies, and use of the LIMS
IT Manager	<ul style="list-style-type: none"> ✓ Acting as the main channel for establishing and resolving all IT-related concerns ✓ Directly responsible for all IT infrastructure related concerns affecting implementation ✓ Supervising the activities of the System / ✓ Network administrators
System / Network Administrator	<ul style="list-style-type: none"> ✓ Configuring Domain Accounts ✓ Security ✓ Hardware and infrastructure setup ✓ Hardware Provisioning ✓ Database management and administration ✓ Windows and database administration

Project Management Plan

Technidata will employ proven project management procedures. Technidata will develop and define a Project Management Plan (PMP) as the first activity during project initiation. This PMP is often referred to as a project charter. It serves as a master plan for the project and addresses all key aspects of how the project will be managed. The PMP will be jointly developed between Client and the Technidata Project Manager. It is recommended that the PMP be signed-off and approved by the proposed Joint Project Steering Committee to ensure full organizational commitment is in place from the outset of the project.

As part of the project initiation phase, a detailed project schedule will be established for each project phase. This plan specifies what is to be done, when, and by whom. The schedule establishes a performance measurement baseline upon which progress will be tracked during project execution.

Project Communication

Technidata believes that direct and regular communication is a key success factor for projects. It is crucial that frequent, open, and direct communications occur throughout the project. As such, Technidata proposes:

- ✓ Communicating regularly with the Site Project Manager to assure the smooth progression of the project.
- ✓ Conducting formal monthly progress review meetings.
- ✓ Conducting weekly project review meetings within the Project Teams.
- ✓ Producing and distributing progress review agendas and meeting materials (including the updated project schedule, risk status and outstanding items) before the meeting.
- ✓ Participating openly at the monthly progress reviews.
- ✓ Preparing and distributing the progress review meeting minutes in a timely fashion following the meeting.
- ✓ Use of voice mail distribution systems to effectively communicate information rapidly to team members.
- ✓ Use of E-mail, which provides an advantage over voice mail because it is a hard copy record
- ✓ Use of a documented list of all members, with role, phone number, fax number, pager number, E-mail address, and other pertinent information. This will help others establish communication with the team and avoid missing any members.

Weekly Progress Meetings

The Project Team members will attend weekly Project Review Meetings and ensure that all non-conformities are addressed and plans for resolution are initiated / resolved. The Technidata Project Manager shall provide input to the Progress Reports and Progress Review Meetings.

Formal Monthly Progress Review Meetings

Technidata proposes that formal monthly progress review meetings be held in order to assure Client of the project's progress in relation to the plan. Note that this formal review is conducted in addition to the regular weekly informal reviews conducted within the Project Team.

In advance of the scheduled progress review meeting, the Technidata Project Manager will provide an agenda for the meeting along with the pre-meeting progress review material. The agenda will contain items to be discussed at the meeting.

The Progress Review meeting material provided in advance of the meeting will include:

- ✓ Work planned for the period covered by the report.
- ✓ The work actually accomplished during the reporting period.
- ✓ Variance explanations.
- ✓ Problems/outstanding issues.
- ✓ Recommendations for changes to approved plans.
- ✓ Risk assessments.
- ✓ Action items from previous reviews, and
- ✓ The status of deliverables in progress in relation to the plan.

Copies of any briefing materials used, record of discussions, decisions reached and action items will also be provided in the form of minutes.

Project Milestone Reviews

Technidata is proposing that milestone reviews be conducted prior to progressing from one phase or stage to the next. Generally, the reviews are held to ensure that all deliverables satisfactorily meet the requirements of Client. Approval from Client is required prior to progressing to the next phase/stage although Client Project Manager may approve commencement of the next stage concurrent with the approval process of the prior stage.

The Technidata Project Manager will issue minutes of the meeting, highlighting the decisions made relative to progressing to the next phase/stage and identifying any action items that arise from the meeting. These action items will be added to the outstanding issue list and tracked to completion through subsequent monthly progress review meetings.

Problem / Issue Resolution

If left unresolved, outstanding items could have an adverse effect on the project. The outstanding items tracking procedures used by Technidata are meant to ensure outstanding items do not become project risks. For each outstanding item, Technidata logs:

- ✓ The date of issue.
- ✓ The description of the outstanding item.
- ✓ Priority.
- ✓ The name of the person assigned to address the item.
- ✓ A description of the action needed to resolve the item.
- ✓ The deadline for resolving the item, after which date the item would have a negative impact on the project.
- ✓ The impact of waiting to resolve the item; and
- ✓ Current status.

The review of outstanding items is routinely accomplished at Progress Review Meetings with significant unresolved items escalated to the proposed Joint Project Steering Committee for resolution.

Validating and Approving Deliverables

All project deliverables will be made from the Technidata Project Manager to Client Project Manager. A request for review and approval of a deliverable form will accompany each project deliverable provided to Client Project Manager.

Project Risk Management

The fact that Technidata's existing product suite satisfies the majority of Client system requirements serves to minimize project risk at the outset. Having said that, risk is an inevitable part of project work, and Technidata employs the following risk management processes to manage these:

- ✓ Identify potential conflicts among, or gaps in, requirements.
- ✓ Identify the changes to end users' business processes that have the potential to improve the solution, or to maintain the software nature of the solution.
- ✓ Formally defining and documenting project risks.
- ✓ Monitoring and control of existing and new risks.
- ✓ The ongoing update of the Risk Log to effectively track risks, and
- ✓ Review of risk status at each Project working meeting.

Risk Identification and Response

It is important to identify project risks up front and manage these continually throughout the project. This project is in fact a shared undertaking or partnership between Client and Technidata. As conditions for a successful implementation, Technidata identifies the following as critical success factors:

Secure management/executive commitment to the project:

- ✓ Ensure Client budgets, schedules, and commitments are clearly defined, understood, and agreed upon by all participating groups and team members.
- ✓ Establish a management team that has authority to govern all aspects of the project including making decisions necessary to ensure the project's successful completion.
- ✓ Adhere to the project policies and procedures defined within this proposal.
- ✓ Manage the overall project scope in terms of business functionality and participate in related change management.
- ✓ Accept overall accountability for organizational change within Client.
- ✓ Coordinate with Site organizations that interface in or out of the proposed application.
- ✓ Assign adequate resources to the project with appropriate skill sets.
- ✓ Provide work facilities for the Project Team.
- ✓ Take on a user primary role for the project and be responsible for defining user requirements and accepting the delivered solution on behalf of the users.
- ✓ Create and maintain the overall master schedule for deployment of the application to the Site users.
- ✓ Provision network facilities, hardware, and operating software into Client production environment; and
- ✓ Make a strong commitment to implementing the proposed software functionality and to implement business process re-engineering as required.

Implementation Phases

Gap Analysis

Technidata will perform one (1) workflow review in order to identify the changes required in workflow after implementing TD-Synergy. This will be delivered to the client in the form of a report.

Site Readiness

Client requirements will be reviewed by Technidata and confirmed by Client. Preliminary work will be undertaken to prepare for the site readiness visit. The requirements identified in your LIS functional requirements document will need to be visited in order to review the cabling, hardware, electrical outlets, and other equipment required for implementing Technidata's products.

Technidata will also review with Client the existing application, operating system and software requirements. After the site visit, a site readiness report will be produced to include detailed information gathered during the site visit as well as Technidata's recommendations for installation. Client will be responsible for ensuring that these requirements are fulfilled to support the system implementation. Technidata will provide Client with configuration requirements for all servers and workstations.

Network Review

After the site readiness visit is completed and Technidata has provided its recommendations, Client will be responsible to prepare the network design in preparation for the installation of a central server and connection via the Site WAN to all processing sites.

The network will be tested to ensure that the Technidata software will function with the network design proposed. If testing uncovers problems, the necessary modifications will be proposed by Technidata and tested by Client.

Server and Software Install

The Technidata Technical Team completes installation of the application software on Client server(s). Should there be a need for software configuration / installation on client workstations, this will be the responsibility of Client,

however if resources are not available to complete this task, Technidata may be contracted to complete the workstation implementations. It is recommended that Client technical resources attend the installation sessions.

It is the client's responsibility to provide Technidata with pre-installed server Hardware (with appropriate Operating System and RDBMS).

Functional Analysis / Review

Technidata proposes further detailing of the requirements in the form of detailed Functional Analysis/Reviews. The Functional Analysis/Review serves two purposes:

Clearly define business rules and outline the relationships and dependencies between business processes and data elements.

Validate known gaps and identify any additional gaps in the software, if any.

Technidata software applications will be presented so that Client understands each of the major components of the system and how Client requirements relate to these components. Working sessions will be held to progressively map the Technidata software against Client requirements and current processes and procedures. Client organizational structure will then be used to identify the areas impacted. At the end of the working sessions, findings and decisions will be documented and submitted for approval by Client in the form of Software Change Requests.

These requirements must be reviewed and signed-off by Client Project Manager before any development work is initiated. Considerable weight will be placed on ensuring that the requirement definition addresses all functional areas and business needs and that defined requirements are within project scope.

Follow-up

Technidata will conduct post implementation visits to monitor and resolve processing and educational issues that often arise only after the use of new applications in a live environment.

GANTT Charts

Implementation schedules will be developed during the implementation kick-off meeting so as to reflect the reality and environment of Client. A preliminary Sample Project Plan is available in Exhibit E.

Configuration / System Build

Configuration refers to the activities required to System Build and Tailor the Technidata application to meet Client requirements. Configuration in this context does not include software changes or enhancements to the application as these activities will be defined as part of the Functional Review process.

For each of the major functions, the system configuration options and the major tables will be explained to Client. Client will then be in the position to decide on the application configuration that best meets their needs. All reviews will be documented and submitted for approval by Client.

Table Build

During this activity Client multi-disciplinary team work together with the Technidata Implementation Consultant to review the various application table requirements. Working closely with Client implementation team, the Technidata Implementation Consultant will provide guidance, recommendations and training.

Tailoring

An Implementation Consultant will work with applicable members of Client multi-disciplinary team to review, define and document tailoring.

Permissions – User Access

The Technidata Implementation Consultant will review user access with both Client Technical Consultant and appropriate members of Client multi-disciplinary team.

Reports

A review of existing and new report requirements will be completed to ensure that all departmental tracking and statistical requirements are met.

Interfaces

Technidata will provide Client with a standard output and input interface. Our approach is to enable Client's integration vendor who will develop the interface mapping with all other third party vendors.

Instrument Interfaces

Technidata will provide Client with an end to end installation of instrument interfaces. We will install the interface on the required hardware, configure the interface with Client' test menu, QC data and proceed to test the full menu of tests on the instrument interface.

Data Conversion

Data conversions are handled by exporting data from the legacy application into flat files, and a series of tools are employed to convert the data. The conversion process is run several times and fine-tuned until corresponding data represents the original source data. Conversion issues if any are identified and corrected based on this testing process. Depending on the number and severity of issues arising from this first conversion, subsequent test conversions may be necessary. It is recommended that a limited number of records be used for Quality Assurance testing.

Technidata publishes a standard data extraction format that will be used for detailing Client conversion requirements. Our approach is to use this format when converting data such that Technidata may warrant the integrity of the data conversion.

Having completed many conversions over the years, Technidata possesses a high level of expertise in this area and is prepared to make recommendations to Client with regard to criteria to determine patient record matching. However, Client will ultimately determine the method for patient matching and rejection.

After confirmation that the test conversion has been successful, a final extraction will be scheduled as close to the "live" date as possible for final review and acceptance.

Software Change Requests (if required)

Development in this context refers to the activities required to enhance or develop the application to fully satisfy Client requirements. These enhancements will be defined as part of the requirement definition process during the functional review activities as identified above under the Functional Analysis/Review section. Any and all product enhancements will be documented in the form of Software Change Requests. The Software Change Request details the functional requirements, priority of the requirement and will be reviewed by Technidata who will prepare a quotation. Once signed off by Client to proceed, the development project will be initiated. The software change will be prototyped and presented to Client users for acceptance. At this time development work will commence and once complete, enhancements will be released to Client for user testing and acceptance. Testing of all changes is imperative and will fundamentally affect the success of the implementation. User validation and acceptance testing methodology is outlined under "User Validation and Acceptance Testing".

User Validation and Acceptance Testing

Validation testing ensures that the application is functionally complete and that it fully satisfies the business requirements of Client. Acceptance testing ensures that the system is operationally ready for installation and rollout. These are the final layers of testing prior to deployment, and as such this testing is user primed.

The following table represents what would be considered non-conformance in the different categories of validation and acceptance testing:

Type of Testing	Non-conformance Description
Validation Testing	✓ When the system performs differently than specified in the business requirements definition and related test requirements/ cases.
Performance Testing	✓ When the system does not meet or exceed the specified performance requirements.
Stress Testing	✓ When the application does not perform reliably under load. E.g. protection faults, memory leaks, deadlock, bottlenecks, system crashes.
Operational Testing	<ul style="list-style-type: none"> ✓ Inadequate user training ✓ Inadequate user guides ✓ Inadequate help desk training ✓ Inadequate held desk support through the test ✓ Inadequate problem support and resolution through the test.

The tasks for user validation and acceptance testing are described below.

Validation testing of the application will be performed by having Client's test team execute test scripts. The scripts are based on the business scenarios. These business scenarios will be derived from the business requirements as defined by Client. The business scenarios will be divided amongst the test team and each will execute their own set of test scripts.

The test scripts will define the expected results of each step of the business scenario. If the test is successful the acceptance tester will initial and date the test as a sign of acceptance. If the test fails the Defect Tracking Process will be initiated. Once all tests within a scenario have passed, the business scenario will be signed by the test team to indicate acceptance of the business scenario. When all scenarios are accepted then functional validation testing is considered complete.

Non-conformity Management

All system problems will be documented using a Non-conformity Report form. They will be tabled, reviewed, authorized for action, and tracked at Project Team meetings. The Technidata Project Manager will be responsible for seeing that appropriate corrective action is taken and will track the nonconformity through the use of a Problem Log Report. If deemed necessary, the nonconformity will also be tracked as a risk item.

Client testers will start by logging any and all software problems. Logging problems will include a reference to the Test Script of the test that failed. The entire set of Test Scripts will be available to all people involved in the process.

Logging a problem will also involve:

- ✓ Providing an attached screen print of any error messages.
- ✓ Recording the date when the problem was detected.
- ✓ Recording the severity of the problem defined in the Acceptance Criteria.
- ✓ Determining whether the problem can be reproduced.
- ✓ Recording the release number of the application when the problem was detected; and
- ✓ Providing a description of the problem. The description should encompass the title of the window or tab page where the error was detected, a description of the error including a sequence of steps executed (if not entirely clear from the test script).

Technidata will assign the problem to the appropriate individual for correction. Individuals will always correct problems in order of severity regardless of when the problem was received. When the problem is corrected and the fix is unit tested in the development environment, the module's source and executable components will be moved to a control area. Client and the Technidata Project Managers will determine when a new release should be delivered to the Validation/Acceptance Test environment. Each release will be numbered and the Release number will be available on the "On-line help" window of the application.

When the re-test is completed successfully Client' Project Manager will update the problem log and approve the release to be promoted. If a problem does not pass the test the process will start over again with an update to the description, if required.

Live Date

With user validation and acceptance testing criteria satisfied, installation involves the implementation and rollout of the application across Client's entire client base. A "live date" will be established for each processing site.

- ✓ Users will be trained on a "just in time" basis prior to the live date.
- ✓ Each user receives access to software and verifies that the application is functioning correctly as per the user guides.
- ✓ The Technidata Implementation/Training Consultant will be on site to ensure that all users utilizing the application are problem-free, and
- ✓ Following the live date, the Support Hotline Line should be used to log any encountered problems.

8.3 TRAINING PLAN:

Technidata employs a Super-User or "Train the Trainer" approach in order to make laboratory users autonomous in supporting the system locally. Please see below to learn more about our Training Methodology.

Technidata Training Methodology

Phase 1

The aim of the first phase of end-user training is to teach key laboratory personnel, often known as *Super Users*, the main operational features of *TD-Synergy*. These Super Users can then start setting up the dictionaries to suit both the laboratory organization and the features they want to implement on the system.

This training should be limited to one senior technician or manager per discipline. The trainees should have good knowledge and understanding of their laboratory workflow and organization and preferably be familiar with computer applications. They will subsequently be responsible for implementing the system within their discipline and will report to the overall Project Manager of the laboratory for this task.

The training course should be organized outside the laboratory whenever possible, in order to obtain the trainees full time dedicated attention. The customer should be made aware of the timing of this training well in advance and it should take place as close to the hardware installation in the laboratory as possible. In this way, the trainees can return to the laboratory with the information fresh in their minds and can start work immediately the system settings. It is very important that the laboratory management and the Project Manager ensure that the Super Users have the necessary freedom from their normal laboratory duties in order to prepare the system settings.

Phase 2

Before going live, the general laboratory staff receives training on the operation of the system. This takes place onsite and can be carried out in part by the trainees who took part in the Phase 1 training (Super Users). Taking into account the number of people to be trained, it should start 2 to 4 weeks prior to going live. Each "type" of operator will require different training timescales so it is best for the Installation Engineer to identify and organize with the laboratory Project Manager the grouping of people according to their projected needs and tasks, so that the training can be organized efficiently.

The Customer Project Manager, together with the senior laboratory personnel (Super Users) should have the major responsibility for ensuring this training and the overall transition into routine operation. The responsibility of the Installation Engineer is to provide assistance and identify problems that arise through hardware/software malfunctioning or incorrect settings.

Sample TD-Synergy Super User Training Program

TD-Synergy solutions for the laboratory

- ✓ Overview of the TD-Synergy architecture
- ✓ Laboratory organization
- ✓ Test request management
- ✓ Sample management
- ✓ Sample/Request dispatching
- ✓ Result entry
- ✓ Reviewing results
- ✓ Reporting results
- ✓ Security and user access
- ✓ Other features

TD-Synergy ergonomics and practical exercises

During this session, the trainees discover the graphical user interface (GUI) of the product and carry out practical exercises learn how to:

- ✓ Register patient demographics
- ✓ Enter test requests
- ✓ Produce labels and technical documents
- ✓ Enter the results by worksheet or by patient
- ✓ Produce reports

Frequent use is made of the online documentation, to find out how to use the various sessions.

TD-Synergy features and settings in detail

All main TD-Synergy features are covered, with explanations on the various options available for users and installation engineers. The TD-Synergy user commands are described when necessary. Trainees carry out practical exercises to set up various options, to build dictionaries and to learn about TD-Synergy commands.

Laboratory Organization

- ✓ Discipline management
- ✓ Workstation management
- ✓ Types of test
- ✓ Types of result

This session includes a presentation of the various tools which are available on TD-Synergy to configure the software according to the laboratory organization:

- ✓ Doctors & Locations dictionary (Doctors, Locations, specimen collectors),
- ✓ Workstations dictionary,
- ✓ Tests dictionary.

Test Request Management

- ✓ Patient identification
- ✓ Prescribers
- ✓ Request identification

- ✓ Test entry
- ✓ Manual entry
- ✓ Entry from a host system (HIS, EMR, EHR)

Sample management

- ✓ Sample reception
- ✓ Sample identification
- ✓ Collection list
- ✓ Identification labels
- ✓ Dispatching labels

Sample/Request Dispatching

- ✓ Manual Workstations
- ✓ TD-Synergy instrument workstations and analyzers

Result entry

- ✓ Different types of results
- ✓ Manual workstation
- ✓ TD-Synergy instrument workstations and analyzers

Technical review

- ✓ Quality Control
- ✓ Technical review

Clinical review

- ✓ Clinical review

Result reporting

- ✓ Printing result reports
- ✓ Transmitting result reports electronically

Other features

- ✓ Statistics
- ✓ Daily and monthly procedures

Security and user access

- ✓ Passwords
- ✓ Backup

Sample Microbiology Module Training Program

General & Microbiology Dictionaries

- ✓ Protocols
- ✓ Specimen Material & Types
- ✓ Stains
- ✓ Media
- ✓ Detection Tests & Customized results
- ✓ Cascading Rules
- ✓ Antibiotics & Organisms
- ✓ Sensitivity Batteries

Microbiology Workflow

- ✓ Work in progress
- ✓ Review & Edit
- ✓ Rapid Media Screening
- ✓ Clinical Review
- ✓ Lists

Epidemiology

- ✓ Saved Queries
- ✓ Reports

Alerts and Counters

- ✓ Distribution Lists
- ✓ Alerts
- ✓ Counters

Supplemental Training

Technidata is available to provide ongoing professional services of any type: product training, database administration, customization, interface development or any other service we can provide. We offer these in a variety of formats and settings, such as classroom, online, onsite and others. The cost will vary depending upon the size and scope of the unique training sessions.

8.4 MAINTENANCE AND SUPPORT SERVICES:

Standard Support Methodology

Our Approach

For convenience and to ensure efficient client/vendor communications, Technidata recommends the designation of “primary contacts” within the client organization. These individuals, who possess the greatest level of knowledge & competence with Technidata’s software, will be responsible for the internal management of support incidents.

Inclusions in Maintenance and Support Agreement

Adherence to our software Maintenance and support contract provides customers the following benefits:

- ✓ Access to all new upgrades and service packs.
- ✓ Access to our customer care hotline.
- ✓ Ability to document support tickets in our website
- ✓ The opportunity to register for training sessions.
- ✓ The opportunity to participate in Technidata user group meetings.

Technidata Support Advantages

- ✓ Your non-critical incidents will be transmitted directly from our website into our client incident database. An acknowledgement will be automatically returned to the sender with a corresponding incident number. A Technidata support specialist will contact the primary contact listed on the documented incident within the pre-defined timeframes.
- ✓ The procedure is aimed at maximizing support specialists' availability and response time for critical (P1) incidents: phone-time is reduced, thus providing a greater emphasis on the timely resolution of critical incidents.
- ✓ Our website will provide complete traceability & visibility of the entire incident life-cycle.

Standard Support

By maintaining a current Annual Support & Maintenance agreement, each customer has the right to receive direct Technidata support services during coverage hours.

Normal hours of coverage

The normal business hours are 8:00 - 5:00pm customer local time, Monday through Friday, except holidays.

Support Incident Prioritization

- ✓ P3: These are incidents or questions of lower priority with minimal to no impact on system operation & performance. In other words, they do not affect production and/or result interpretation nor compromise patient safety.
 - A workaround solution does not require any additional effort or the situation as is functions.
 - These incidents are processed during normal business hours only.
 - A support specialist will contact you within 1 business day of incident creation.
- ✓ P2: These are high priority incidents partially preventing use of TECHNIDATA products without compromising patient safety:
 - A workaround solution is available, but may require additional effort.
 - These incidents are processed during normal business hours only.
 - A support specialist will contact you within 4 business hours of incident creation.
- ✓ P1: These are critical incidents preventing use of essential functions of TECHNIDATA products and/or compromising patient safety.
 - These incidents do not have workaround solutions.

- These incidents are processed 24 hours per day, 7 days per week, including holidays.

Non-Critical Incidents

Support Ticket Portal

Non-critical support tickets can be transmitted directly to Technidata via a customer support portal. Technidata support specialist will contact primary contacts listed on the documented incident within a desired timeframe.

Email

The use of email communications directly through our support inbox is a tool that is also available and used commonly by our clients.

Support Hotline

A Toll-Free support number is available for submission of both Non-Critical and Critical support incidents.

Critical Incidents

24/7 support

24/7 support is available for Priority 1 issues. Technidata consultants are equipped with pagers, cellular phones and computer equipment for remote support via safe VPN connections and Webex.

It is strongly recommended to use the phone for all critical applications.

Exclusions

The Maintenance and Support agreement does not include the following:

- ✓ Professional services provided by Technidata to perform upgrades or training on the new versions of software and service packs
- ✓ Onsite support
- ✓ Hardware enhancements required to support new versions of software
- ✓ System recovery following a disaster with inappropriate backups in place
- ✓ Changes required to software
- ✓ Training of end users
- ✓ System backups and integrity check
- ✓ Data transfer between two software instances
- ✓ Database maintenance
- ✓ Operating system updates
- ✓ RDBMS updates
- ✓ Data conversion

Customer responsibilities

Maintenance and support agreement:

- ✓ The availability and maintenance of Technidata-trained system manager
- ✓ System backups and integrity check
- ✓ Database maintenance
- ✓ Operating system updates
- ✓ RDBMS update

- ✓ Provide Technidata with a high speed internet connection to Server environments via a VPN (Virtual Private Network), or other secure or reliable connection

Process management of support calls

When calling the Technidata support hotline, your call will be automatically routed to the next available agent. If all support consultants are busy at the time, you can either continue holding for the next available representative or directed to a voice mailbox, where you may report your incident and an agent will return your call.

Before contacting Customer support hotline

- ✓ For initial troubleshooting, client should follow internally established procedures.
- ✓ Ensure that the problem is not the result of end-user error, power outage or network failure.
- ✓ Consult the on-line documentation available within TECHNIDATA software.

Have the following information readily available:

- ✓ Site name;
- ✓ Contact person's name and telephone number;
- ✓ Backup contact person's name and telephone number, should the primary contact expect to be unavailable;
- ✓ Product name and version causing the issue;
- ✓ Description of the problem, including a list of symptoms, examples or system messages;
- ✓ Description of the steps to reproduce the problem;
- ✓ Date/time the problem occurred and the frequency of occurrence;
- ✓ Depending on the nature of the problem: accession number, test name, user name, etc.
- ✓ The priority (P1, P2, P3) associated with the problem.

When using email, please provide a brief description of the problem and your contact information. You will receive an acknowledgement and your incident will be queued for resolution by the next available support agent.

Step 1 - Placing Support Calls

The following information is necessary in order to properly route calls:

- ✓ customer name and number;
- ✓ your name;
- ✓ Telephone number and position;
- ✓ the afflicted module;
- ✓ the impact of problem on your operations to help focus the priority level;
- ✓ If necessary, information to access the server (server, password etc.).

Step 2 - Creating support requests

For each call, the triage center opens a support request. This is documented in detail; a priority is assigned in accordance with the client. The clerk records the information in our CRM.

Step 3 - Supporting the application

Support personnel will take charge of the call and notify the customer.

Guaranteed Support Times

Technidata is committed to meeting service levels following the return of appeal.

- ✓ Priority 1: Critical
 - Callback: 30 minutes
- ✓ Priority 2: High
 - Call Return: 4:00 Business Hours
- ✓ Priority 3: Normal
 - Call Return: 24:00 Business Hours

Our support staff will perform the following steps:

- ✓ Diagnose the problem;
- ✓ Review the problem in our solutions database;
- ✓ Make the appropriate corrections;
- ✓ Communicate with the client;
- ✓ Monitor the problem;
- ✓ Pass the call to second level support if necessary;
- ✓ Document the solution.

Escalation process

An escalation is defined as the process by which one seeks the intervention of a manager to accelerate the resolution, according to priority, a problem that could have a significant impact on the operations of a regular customer. There are two types of escalations that can be triggered:

Internal Escalation

The process by which a Technidata staff escalates with his manager, for an intervention that is not resolved in a timely manner.

Process by which the client asks the intervention of a manager to ensure quick and efficient resolution of a problem of 'critical' or 'high', if they feel that inappropriate actions have taken place.

Supplemental Support (Not included in Standard Contract)

- ✓ RDBMS Support
- ✓ Operating System Support

Software Updates

By maintaining a current Annual Support & Maintenance agreement, each customer has access to new software updates and packages

Technidata Upgrade Methodology

Technidata's installation always includes a test environment as well as a production environment. When the client is ready to perform the upgrade, we start by performing the upgrade in the test environment. This consists of the following steps:

Upgrade of Test Environment

- ✓ Full back up of all environments
- ✓ Verification of backup integrity
- ✓ Copy of production database into the test environment
- ✓ Verification of data integrity within the test environment
- ✓ Upgrade of the test environment to the desired version
- ✓ Verification of data integrity post upgrade
- ✓ Proceed to full test scripts of the upgraded environment
- ✓ Client receives training
- ✓ Client makes changes to the test environment
- ✓ Proceed to full integrated tests of the upgraded environment
- ✓ Client trains users on how to use the new environment

Upgrade of Production Environment

- ✓ Full back up of all environments
- ✓ Stopping production on production environment
- ✓ Verification of backup integrity
- ✓ Upgrade of production environment
- ✓ Unit testing
- ✓ Full integrated testing cycle
- ✓ Go-Live of Live environment

The use of this procedure may be slightly different based on requirements of the client and/or specific requirements of the new version.

8.5 HARDWARE & THIRD PARTY CONFIGURATION:

We propose a hardware configuration where the Database and Application servers reside within 1 physical machine through the use of VMware ESX virtualization.

Single Server Configuration

In this configuration, the Database and Application Servers reside in the same physical PC and are virtualized through the use of VMware ESX.

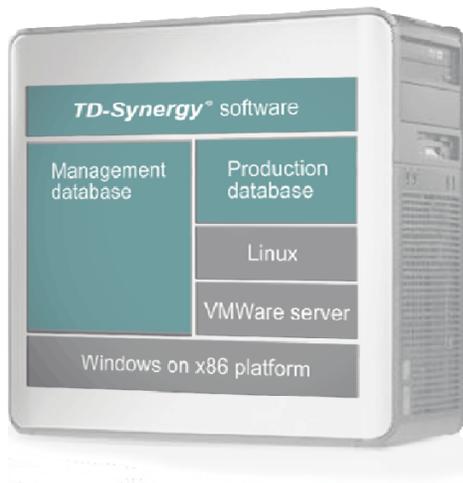
- ✓ In this configuration, the data is secured using RAID1 for the Operating System + RAID5 for data (3 disks minimum). Only one physical computer is required. A VMware Server is used to handle a virtual Linux environment.
- ✓ This configuration is not designed to handle high availability (no cluster) nor to work with thin clients (Windows Terminal Server / Citrix).
- ✓ In this configuration, Windows 2008 Server Standard Edition (64 bits) is used and SQL Server 2008
- ✓ Standard in order to maximize the capabilities offered from a 64-bit CPU architecture. Any other lower combinations are only an emulation of the 64-bit working mechanism through Windows on Windows technology (WoW).
- ✓ An Uninterruptible Power System (UPS) must protect central processor unit, disk and system console.

- ✓ A USB port should be available for the dongle (see Dongle management).

Characteristics & Limitations

Item	Details	Approximate Price
Operating System (Native)	Microsoft Windows Server® 2008 R2 SP2, x64 Std Edition with 5 CAL	\$1,029 (includes 5 CALs)
OS Additional Users	Client Access License for Windows 2008 Server	+\$199 (includes 5 CALs)
RDBMS	SQL Server 2008 Standard	\$7,171 (Per Processor)
SQL Additional Users	Client Access License for SQL Server Standard 2008	\$164 (per 1 user)
Connected TDW	Up to 15	\$900-\$1,200 (PC Hardware cost)
Connected TD-Synergy Clients	Up to 15	\$850 (PC hardware cost)
Maximum number of CPUs	4	
RAM Limitation for OS	32 Gb	
Disk Storage Estimate	203 Gb	

Configuration Architecture



RDBMS

SQL

The recommended version is SQL Server Standard. If these limitations could be incompatible with your configuration, another higher version of SQL Server can be installed.

Oracle

Although Oracle is also an option for RDBMS, it is not advisable to use it in such a configuration because of the difficulty of maintaining it. We suggest SQL Server unless MCPHL already has good Oracle RDBMS skills or already has another Oracle RDBMS server on the network.

Third Party Software

Item	Details	Approximate Price
Operating system	Red Hat 3.x	\$500 - \$1,800 (depending on support subscription selected: Basic, Standard or Premium)
NetISAM license	Index File Management	Freeware
VMware Server	VMware Server	Freeware
Samba	Disk sharing utility	Freeware
Crystal Report	Crystal Reports Developer XI	\$500 - \$600

Hardware Example

Item	Description
Computer	Power Edge T300 (Server Hardware Cost approximately \$6,200)
CPU	Quad Core Intel® Xeon® X3363 2.83GHz, 2x6M Cache, 1333MHz FSB
Operating system	Microsoft Windows Server® 2008 R2 SP2, x64 Std Edition with 5 CAL
Memory	8GB, 667Mhz,2X2Gb
Primary hard drive (OS + Software on RAID1)	146GB, SAS, 3.5-inch, 15.000 rpm Hard Drive
Secondary hard drive (OS + Software on RAID1)	146GB, SAS, 3.5-inch, 15.000 rpm Hard Drive
Third hard drive (Data on RAID5)	146GB, SAS, 3.5-inch, 15.000 rpm Hard Drive
Fourth hard drive (Data on RAID5)	146GB, SAS, 3.5-inch, 15.000 rpm Hard Drive
Fifth hard drive (Data on RAID5)	146GB, SAS, 3.5-inch, 15.000 rpm Hard Drive
RAID controller 1	PERC 6/i SAS RAID Adapter, PCI-Express, Internal
RAID controller 2	PERC 6/i SAS RAID Adapter, PCI-Express, Internal
RAID connectivity 1	C12- Add-in PERC6i controller, 2 hot-plug Hard Drives - RAID 1
RAID connectivity 2	C13- Add-in PERC6i controller, 3-4 hot-plug Hard Drives - RAID 5
Optical drive	48X DVD/CDRW Combo Drive with SATA Cable
Video card	Integrated Video, Intel® GMA3000
Network interface 1	Broadcom® NetXtreme 5722 Single Port Gigabit Ethernet NIC, PCIe
Network interface 2	Broadcom® NetXtreme 5722 Single Port Gigabit Ethernet NIC, PCIe

Item	Description
Support services	1 Yr Basic Warranty – Next Business Day
Chassis Options	Chassis with Hot Plug Hard Drive and Redundant Power Supply
Power Supply	Two Hot Plug Power Supplies for Redundancy

Backup management

Hardware

Technology

There are several ways to backup your data according to the amount to be saved and the performance required. The following list summarizes the solutions available, sorted by performance.

- ✓ DAT (Digital Audio Tape)
 - Can be used for a storage volume of up to 160 GB.

- ✓ DLT (Digital Linear Tape)
 - Can be used for a storage volume of up to 600 GB. However, this technology will be soon deprecated. We do not recommend buying this kind of backup solution.

- ✓ LTO (Linear Tape Open)
 - Can be used for a storage volume of up to 1.6 TB.

- ✓ NAS (Network Attached Storage): self-contained computer connected to a network, with the sole purpose of supplying file-based data storage services to other devices on the network.
 - A NAS unit should be combined with another external backup solution (DAT / LTO). However, the external tape drive doesn't need to be a top-range drive because the NAS is an intermediate storage solution while system is dumping the backup data and its speed depends only on network capacity. No storage volume limit.

- ✓ SAN (Storage Area Network): architecture to attach remote computer storage devices (such as disk arrays, tape libraries and optical drives) to servers in such a way that, to the operating system, the devices appear as locally attached. No storage volume limit. High flexibility and performance backup solutions.

Storage Drives

The following table provides examples of internal drives that can be used:

Model	Transfer rate (compressed)	Max media capacity (compressed)	Drive Type	Approximate Cost
HP StorageWorks DAT 40 SCSI Internal Tape Drive_C5686C	21.6 GB/hr.	40 Gb	DAT 40	\$500

Model	Transfer rate (compressed)	Max media capacity (compressed)	Drive Type	Approximate Cost
HP StorageWorks DAT 72 SCSI Internal Tape Drive Q1522B	21.6 GB/hr.	72 Gb	DAT 72	\$630
HP StorageWorks DAT160 SCSI Internal Tape Drive Q1573A	49.3 GB/hr.	160 Gb	DAT 160	\$760
HP StorageWorks LTO-1 Ultrium 232 Internal Tape Drive DW064A	115 GB/hr.	200 Gb	LTO-1 Ultrium	\$1,400
HP StorageWorks LTO-2 Ultrium 448 SCSI Internal Tape Drive DW016A	173GB/hr	400 Gb	LTO-2 Ultrium	\$1,160
HP StorageWorks LTO-3 Ultrium 920 SCSI Internal Tape Drive EH841A	432GB/hr	800 Gb	LTO-3 Ultrium	\$2,000
HP StorageWorks LTO-4 Ultrium 1840 SCSI Internal Tape Drive EH853A	688GB/hr.	1.6TB	LTO-4 Ultrium	\$4,000
DELL Power Vault DLT VS 160	[Unknown]	160 Gb	DLT VS 160	\$1,200

Storage Media

The following table provides examples of cartridges that can be used:

Model	Max capacity (compressed)	Drive compatibility	Approximate Cost
HP DDS-4 (C5718A)	40 Gb	DAT 40 DAT 72	\$10
HP DAT 72 (C8010A)	72 Gb	DAT 72	\$15
HP DAT 160 (C8011A)	160 Gb	DAT 160	\$335
HP LTO1 (C7971A)	200 Gb	LTO-1 Ultrium	\$35
HP LTO2 (C8014A)	400 Gb	LTO-2 Ultrium	\$35
HP LTO3 (C7973A)	800 Gb	LTO-3 Ultrium	\$50
HP LTO4 (C7974W)	1.6TB	LTO-4 Ultrium	\$110
HP DLT IV (C5141F)	80 Gb	DLT IV	\$35
HP DLT VS1 (C8007A)	160 Gb	DLT VS1	\$50
HP SDLT I (C7980A)	320 Gb	SDLT I	\$45
HP SDLT II (Q2020A)	600 Gb	SDLT II	\$90

Third party software and licenses

Windows software

- ✓ NT backup (included in the Windows operating system)
 - This software can be used to back up data and applications running on the Windows operating system.
- ✓ Backup Exec (Symantec)
 - This software requires the purchase of a license, the cost of which depends on the agents required.

Backup Exec software is recommended because it offers the following advantages:

- ✓ Simplifies and centralizes parameter setting by means of simple, intuitive graphical user interfaces
- ✓ Synchronizes running of all backup processes, allowing agent processes to start up simultaneously on all TD-Synergy software components
- ✓ Consolidates the backup reports of the various agents (RDB, UNIX, Windows) and facilitates process monitoring
- ✓ Simplifies restoration operations should these be necessary

Agent licenses must be purchased, for example:

- ✓ SQL Server Agent or Oracle Agent.
- ✓ Open file backup Agent
- ✓ Disaster recovery Agent
- ✓ Remote Linux or UNIX Agent

UNIX / Linux software

Backup of UNIX or Linux software is achieved by using UNIX or Linux system commands to create a snapshot in DUMP format.

Printers

Label printers

Networked label printers are recommended. The following table gives examples of suitable label printers, depending on the quantity of labels to be printed and the autonomy required:

Quantity of labels to be printed	Autonomy	Printer	Printing speed	Approximate Costs
Small	Average	Zebra / Eltron TLP 2844	102 mm/s	\$560
		Intermec EasyCoder PC4	75 mm/s	\$400
		Intermec EasyCoder 3240	102 mm/s	\$2,100
Small	High	Zebra / Eltron S4M Plus	152 mm/s	\$1,260
		Intermec PD41	150 mm/s	\$880
Large	High	Zebra / Eltron Z4M Plus	254 mm/s	\$1,960
		Intermec EasyCoder 4440	unknown	\$2,240
		Intermec EasyCoder PM4i (Network included)	76 labels/ min	\$2,240
		Intermec EasyCoder PF4i / PF4ci	76 labels/ min	\$1,680

In all cases, we strongly recommend you to use the network for connectivity. On the Zebra printer, this feature is generally an option to purchase called “ZebraNet PrintServer II” or “ZebraNet 10/100 Print Server” according to the printer selected. On Intermec printers, we also recommend you to purchase the network option.

Document printers

Networked printers are recommended. The following table gives examples of suitable document printers:

Printer	Speed	N° of pages/month	Approximate Costs
HP LaserJet 13xx Printer	22 ppm	10 000	\$560
HP LaserJet 42xx Printer	45 ppm	200 000	\$1,120
HP LaserJet 43xx printer	55 ppm	250 000	\$2,380
HP LaserJet 90xx printer	50 ppm	300 000	\$4,700

Other server specifications

Web module: hardware and third party software

Microsoft Internet Information Server (IIS)

IIS is able to use HTTP or HTTPS (Secured) protocols. Refer to the Technical guide for the TD-Synergy Web module to implement a secured Web module. It is mandatory to install a Secure Sockets Layer (SSL) certificate in the latest version of Internet Explorer released by Microsoft. Choose Secure Site with a 40-bit SSL (Secure Server) ID or select Secure Site Pro with a 128-bit SSL (Global Server) ID.

Printer recommendations

A label printer can be defined as local on the Windows 2003 Web Module Server. It can be connected by network or on the parallel port of the client PC. Label printers use Windows drivers and should be able to print according to needs, in terms of speed.

For example, Eltron LP 2844 printers with a parallel port are used. A Windows driver with barcode fonts must be available to be able to print barcodes (on labels for example).

TD-Synergy Workstation

The TD-Synergy Workstation is a Windows platform where TD-Synergy Instrument Workstation is installed. In this section, you will find the minimum requirements to build a Workstation platform.

Characteristics and limitations for a TD-Synergy Instrument Workstation

Item	Details
Operating system (Native)	Windows 7 (32 bits) (PC Cost estimate \$1,100)
Minimum Memory	1024 Mbytes (OS + 1 instrument) +128 Mbytes (per connected instrument)
Minimum storage disk	50 Gb
Minimum resolution	1024x768 pixels 32 bits
Minimum network bandwidth	100 Mbits/s (The Ethernet network must be carefully designed to guarantee good response times for TECHNIDATA applications)
USB port	1 (for protection key)

The TD-Synergy Instrument Workstation hardware configuration needs a serial port per analyzer connection. Sometimes the computer has only one or two serial ports, so it is necessary to install an additional card to have enough serial ports for the analyzer and buffered serial ports (UART 16550) for instruments.

A specific dongle for the TD-Synergy Instrument Connection must be ordered from TECHNIDATA to specify the number of remote users needed.

Example Hardware for a TD-Synergy Instrument Workstation (w/o remote access)

Item	Description
Computer	Dell Vostro 200 (PC Cost estimate \$1,100-\$1,300)
CPU	Intel® Core™2 Duo Processor E4400 (2.00GHz, 2MB L2 Cache, 800FSB)
Operating system	Windows® 7 32-bit
Monitor	Dell 19 inch E198FP Analog Flat Panel Monitor
Memory	2GB Dual Channel DDR2 SDRAM 667MHz
Primary hard drive	160GB Serial ATA Hard Drive (7200RPM)
Optical drives	16X DVD-ROM Drive
Video card	Intel® Graphics Media Accelerator 3100
Floppy drive	No Floppy Drive
Network interface	Integrated 10/100 Ethernet

Example of hardware requirements for a TD-Synergy Instrument Connection Server (with remote access)

Item	Description
Computer	Computer Dell Power Edge SC440 (PC Cost estimate \$1500)
CPU	Dual Core Intel® Xeon® 3050 2.13 GHz, 2MB L2 cache, 1066MHz FSB
Operating system	Windows® 7 32-bit
Monitor	Dell 19 inch E198FP Analog Flat Panel Monitor
Memory	Memory 4GB DDR2 SDRAM 667MHz Memory
Primary hard drive	160GB Serial ATA Hard Drive (7200RPM)
Optical drives	48X CD-RW / DVD-ROM Drive
Video card	Intel® Graphics Media Accelerator 3100
Floppy drive	No Floppy Drive
Network interface	Integrated 10/100 Ethernet

Client specifications

TD-Synergy Client

The TD-Synergy Client platform is a Windows platform where TD-Synergy Clients are installed. In this section, you will find the minimum requirements to build a Client platform and other specific information.

Minimum requirements for a TD-Synergy Client

The following table shows the characteristics and limitations of a TD-Synergy Client:

Item	Details
Operating system (Native)	Windows® 7 32-bit (PC Cost estimate \$1,100-\$1,300)
Minimum RAM	2 Gb
Minimum storage disk	50 Gb
Minimum resolution	1024x768 pixels 32 bits
Minimum network bandwidth	100 Mbits/s (The Ethernet network must be carefully designed to guarantee good response times for TECHNIDATA applications)

Reference should be made to the most current manufacturers' catalogues for available information on the required hardware and third party software licenses before designing a configuration for a site. Operating system licenses need to be acquired locally.

- ✓ Anti-virus software with the latest updates.

Example of hardware requirements

Item	Description
Computer	Vostro 200 MT (PC Cost estimate \$900)
CPU	Intel® Core™ 2 Duo E4500 Processor (2.20GHz,800MHz,2MB cache)
Operating system	Genuine Windows® XP Professional
Memory	2048MB 667MHz Dual Channel DDR2 SDRAM [2x1024]
Hard drive	160GB (7200rpm) Serial ATA Hard Drive with 8MB DataBurst™ cache
Optical drive	16x DVD +/- RW Drive
Video card	Integrated Intel® Graphic Media Accelerator X3100
Floppy drive	No Floppy Drive
Network interface	Broadcom Gigabit Ethernet

- ✓ Client license for Windows 2008, if more than the 5 Client Access Licenses which already included with Windows 2008 Server Standard are necessary.

- ✓ Anti-virus software with the latest updates.

Web Module Clients

The following configuration is for client workstations supporting browsers at a remote location for result review and request creation. In this case, a browser license is required. Barcode fonts are required when printing labels.

- ✓ Windows CE 2003 or higher
- ✓ Internet Explorer (or Mozilla Firefox)
- ✓ Wireless capabilities (Wi-Fi) 802.11b or g

Additional Server requirements for thin client configuration

On Windows 2008 (Standard or Enterprise), you have to purchase additional licensing for Terminal Server depending on the number of TSE clients required.

It is possible to use Windows Terminal Server Edition (TSE) to manage thin clients. If you want to use Windows Terminal Server facilities or Citrix, you must add memory, processor power and disk storage to your Windows Server. Refer to the following table for calculation of additional power to add.

Item	Additional requirements
Additional CPU performance index per 10 users	+ 100
Memory for Windows Terminal Server	+ 512 Mb
Memory for Citrix Server	+ 512 Mb
Additional disk storage per user	+ 10 Mb

The following information was provided in response to the BAFO and is intended to provide clarification to the Contractor’s proposed system. Therefore, the following information shall take precedence over conflicting information presented elsewhere in the contract.

8.6 ADDITIONAL INFORMATION:

- a. Our Homeless Healthcare Clinic, is in a remote location offsite. They have a physician office lab that does mostly POCT / CLIA waived tests.
- b. They have their own CLIA license. Thus the two labs would be separate in the LIS.
- c. Is there a method that they could piggy back into this system for their owning testing?
 - i. Their tests would need to be separate from the main lab and their reports would look different with location and header and director.

Technidata Response: In TD-Synergy, every site may have independent report formats defined for each of their clients.

- ii. Could they be assigned as a separate work area?

Technidata Response: In TD-Synergy, every site may have specific workflow, interfaces and security setup to match local requirements. If required, we could coordinate a second demo (over the web) to present these capabilities to your team.

iii. The number of users is unavailable or test load from their clinic, but if possible to do, we could provide these numbers.

Additional Technidata Comments: TD-Synergy can be deployed in a multi-site configuration (with a single instance of the application), allowing users to add multiple locations to their organizational setup.

Please note, however, that Licensing would be required for additional users as well as interfaces in the off-site locations. As for the professional services, these would be slightly increased to allow for the additional setup and training on the multi-site functionality.

User information:

a. In our main lab: there are actually 9 personnel (7) FTE technical,(1) 0.2FTE technical, (1) FTE clerical

Technidata Response: The quote includes pricing for up to 9 concurrent users on TD-Synergy. EHR users are not counted as TD-Synergy users and you have an unlimited number of users through TD-Web.

b. We need to clarify that there will be people accessing the system through the EHR and from Remote locations via the WEB

Technidata Response: Yes, this is how we anticipate that the system will be used.

c. What are the numbers allowable for EHR users?

Technidata Response: Technidata does not track EHR users for their own licensing. The interaction between TD-Synergy and the EHR is an HL7 message stream. There is no limit to the number of messages being received by TD-Synergy

d. Web users?

Technidata Response: The quote includes pricing for an unlimited number of Web Users in remote locations.

Exh. B-1



Expanded, additional
capabilities for the
laboratory, meet their



TD-Synergy[®]

**Maricopa County Department
of Public Health**

Update: March 8th, 2013

Health Informatics for the Laboratory
Designed for Patient Safety





OBJECTIVE

This document contains the TECHNIDATA Canada Inc. proposal for 30 (thirty) additional days of professional services to complete the implementation of TD-Synergy.

The number of days contained in this proposal are to be spent and billed based on an April 3rd 2013 Go Live date (including post live support). Any slippage of this date will require an additional proposal for professional services to be determined at said time.

Any changes to this proposal are subject to a review by both parties.

It is understood that this proposal has a fixed price based on the specifications included in this document.

VALIDITY PERIOD

This proposal is valid until March 31st, 2013.

Please note that our rates will be increased by 2% as from April 1st, 2013. In order to be charged by the prices quoted in this document, please make sure to send us your purchase order no later than March 31st, 2013.

CONTACT PERSON

Yves Charron
North American Sales Manager
Tel.: + 1 514 270-7777, ext. 803
Cell: + 1 514 602-1579
E-mail: yves.charron@technidata-web.com

Proposal approved by the North American Sales Manager, Yves Charron.



Order conditions

Purchase order No. _____ Technidata Canada Inc. processes an order after receiving a purchase order and this document signed. The signature below confirms the commitment of the client to pay for the services in compliance with the terms of this proposal.

Please send your purchase order and this document to the following e-mail address:
po@technidata-web.com

Signature: _____
Name: Wesley L. Baysinger
Title: CPO
Date: 3/14/13



TD-Synergy[®]

Professional Services	Number of Days	
Completion of <i>TD-Workstation</i> Interfaces	3	\$4 200
Completion of <i>TD-Web</i>	2	\$2 800
Completion and tests of eCW interface	10	\$14 000
User Acceptance Test support	5	\$7 000
Go Live preparation	3	\$4 200
Go Live and Post Live support	5	\$7 000
Project Management	2	\$2 800
TOTAL of Professional Services		\$42 000

Notes

- 1) Costs of professional services are estimated considering during normal office hours (Monday to Friday from 8 a.m. to 4:30 p.m.). Additional costs may be charged for working outside the scheduled hours.
- 2) ~~Travel time, travelling and living expenses are over and above the costs of professional services. The travel time is billed at the rate of \$70/hour and is calculated from the Technidata Canada office in Montreal with the use of Google Maps.~~ 
- 3) A services execution date will be scheduled upon receipt the purchase order. There might be a delay between the purchase order and the services execution which varies depending on the workload.

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www.technidata-web.com
ISO 9001 / ISO 13485 certified



EXHIBIT C
SOFTWARE LICENSE AND SERVICES AGREEMENT

ARTICLE I
DEFINITIONS

1.1 Capitalized terms used herein and not otherwise defined will have the following meanings:

Acceptance Period means the period of time beginning on the date of **Live Operation** thereof and ending sixty (60) days thereafter.

Agreement means this License and Services Agreement, including all Exhibits and Schedules attached hereto or incorporated herein by reference, as it may be amended in writing from time to time.

Business Associate Agreement means that document referenced in paragraph 10.4, and attached hereto and marked as Schedule 1.

Documentation means the End-User documentation provided in electronic or hard copy form by TDAMS for the **Software**, and which describes its use and operation.

Dongle means a copy protection device which controls access to the **Software** licensed hereunder, without which the **Software** will not function.

Extended Acceptance Period means the thirty (30) day period beginning at the end of the **Acceptance Period** or any **Extended Acceptance Period**, as the case may be.

Final Acceptance means the expiration of either the **Acceptance Period** or any **Extended Acceptance Period**, as the case may be.

Hardware means the computer hardware listed in Exhibit A that is required to operate the **Software**.

Implementation or **Implement** means the process by which the **Software** is installed, implemented and adapted for use by Client as set forth in this Agreement.

Implementation and Training Fee means the amount specified in Exhibit A that is charged for the **Implementation** and **Training** services specified therein.

Implementation Schedule means the schedule of tasks for the implementation of the **System** and the assignment of responsibility for the completion of those tasks. A preliminary Implementation Schedule is attached as Exhibit E and will be finalized in cooperation with Client during the initial phase of the Implementation.

Interface means a program, including protocols, connections, and/or mapping necessary for data processing communications between those of Client's automated instruments chosen to be interfaced and TDAMS' instrument connectivity /workstation software application.

Interface Specifications means the set of specifications necessary to create an **Interface**.

License means the right to use the **Software** within the parameters specified in this **Agreement** and any and all addenda hereto.

License Fee means the amount charged for the **Software**, as specified in Exhibit A.

Live Operation means the time at which the **Software** is used in a production, rather than a test, mode.

Nonconformity means a material and reproducible failure of the **Software** to conform to a warranty specified in Paragraph 3.1 of this **Agreement**.

Production Mode means the use of the Software in Live Operation where patient information, orders, and test results are added to the Software's database through normal use of the Software.

Proprietary Information means the **Software** and the **Documentation**.

Release means a new or updated version of the **Software**.

Software or **Software Module(s)** means the module(s) being licensed hereunder as identified in Exhibit A.

Software Maintenance means all of the following elements which are then applicable: (i) providing corrective maintenance in the form of modifications, enhancements, or functional changes to the **Software** in order to correct any failure of the **Software** to operate as warranted; (ii) resolving **Software** errors causing or caused by **Software** malfunctions; and (iii) providing upgrades to the **Software**, as and when determined by TDAMS, to improve its capabilities and/or functionality.

Software Maintenance Agreement (Exhibit D) means that document between Client and TDAMS, which provides the rights and obligations of the parties with respect to the provision of **Software Maintenance** by TDAMS to Client.

System means the integrated unit consisting of the **Software**, the **Hardware**, the **Interface(s)**, and the **Documentation**.

Test Period means the period of time beginning the day after the **Software** is installed on the **System** and available for use, and ending on the day preceding the date of **Live Operation**.

Third Party Products means those programs so identified in Exhibit A.

Training means those services provided by TDAMS as set forth in Exhibit B that are designed to educate Client in the use, functionality and operation of the **Software**.

Warranty Period means the period of time beginning on the date of **Final Acceptance** and ending one-year thereafter.

ARTICLE II SCOPE OF AGREEMENT

- 2.1 Subject to the fulfillment of Client's obligations hereunder, TDAMS grants to Client a perpetual, nontransferable, nonexclusive license to use the Software under the conditions specified herein.
- 2.2 TDAMS will license the Software and provide the services described in Exhibit A at the prices set forth therein.
- 2.3 Client is licensed to use the Software for which Client has been provided (a) Dongle(s), for Client's own internal purposes, subject to all of the terms and conditions contained herein. For each Dongle related to a particular Software Module, Client may operate only one copy of the Software Module in a Production Mode at any one time.
- 2.4 This paragraph intentionally left blank.
- 2.5 Client will not attempt to decompile, disassemble, or reverse engineer the Software. Client will not, directly or indirectly, allow access to or the use of the Software or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than as specifically licensed herein.

- 2.6** Client may make one copy of the Software for archival and backup purposes and a reasonable number of copies of the Documentation for use by its authorized employees provided that all such copies of the Software and of the Documentation contain all proprietary notices originally appearing on the copies provided to Client by TDAMS.
- 2.7** Other than for normal use of the Software, Client may only access the Software database(s) for the purpose of extracting data. Consequently, Client is NOT authorized, in any way, to use the database(s) for the purpose of adding, modifying, deleting data or installing any mechanism which could disturb the proper functioning of the product or the evolution of the database(s). Should the Client not comply with the terms of use stated above, TDAMS will NOT be responsible for any damages resulting from any alteration of data.

Client shall not use all or any portion of the said database(s) for the purpose of interfacing or creating new software programs to be made available to any non-party to this Agreement, either for free or consideration.

ARTICLE III WARRANTIES & DISCLAIMER

- 3.1** TDAMS warrants that the Software furnished hereunder: (i) will be compatible with and operate on the Hardware specified in Exhibit B; (ii) will contain the Software specified in Exhibit A, which TDAMS has the legal right to distribute; and (iii) will operate substantially according to the Documentation during the Warranty Period. The warranties provided herein shall not apply if Client: (a) is unable to use the Software in a substantive way as a result of the effect of any hardware, instrument or other software or interface to the Software, or as a result of any inaccurate or incomplete data provided to the Software; or (b) does not have a current Software Maintenance Agreement with TDAMS.
- 3.2** During the Warranty Period TDAMS will correct any Nonconformity by performing Software Maintenance at no charge to Client.
- 3.3** THE WARRANTIES SET FORTH IN THIS ARTICLE III ARE IN LIEU OF, AND TDAMS HEREBY DISCLAIMS, ALL OTHER WARRANTIES AS TO THE SOFTWARE AND THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.
- 3.4** CLIENT UNDERSTANDS AND AGREES THAT TDAMS PROVIDES NO WARRANTIES OF ANY KIND FOR HARDWARE OR ANY THIRD PARTY PRODUCT; THE SOLE ITEM(S) FOR WHICH THERE IS A WARRANTY IS THE TDAMS SOFTWARE BEING LICENSED HEREUNDER, AND SUCH WARRANTY IS LIMITED TO THAT PROVIDED IN PARAGRAPH 3.1, AND THEN ONLY DURING THE WARRANTY PERIOD.

ARTICLE IV HARDWARE; THIRD PARTY PRODUCTS

- 4.1** Client is responsible for providing the Hardware which must be equivalent to or greater than that specified in Exhibit B. Client also agrees to purchase a hardware maintenance agreement for the hardware utilized for the System. The general recommended hardware and communications environment is specified in Exhibit B, but will be finalized following the provision by Client to TDAMS of additional information required to appropriately configure the hardware environment.
- 4.2** This Paragraph intentionally left blank.
- 4.3** Client will prepare its installation site prior to Hardware delivery, and will install and connect all cabling and hardware, including computer terminals and workstations. Client will be responsible for the cost and all other aspects of the maintenance and repair of the Hardware.

- 4.4 Client will purchase the Third Party Products required for the System, as specified in Exhibit B. Each such program and the license to use it is subject to the terms and conditions specified by the owner thereof. All licenses and maintenance fees for such programs are the Client's responsibility.

ARTICLE V TRAINING AND IMPLEMENTATION

Either before or promptly following the execution of this Agreement, Client will appoint a System Manager who shall act as the primary contact person for Client in connection with the implementation and use of the System.

This Paragraph intentionally left blank.

This Paragraph intentionally left blank.

ARTICLE VI LICENSE FEE, PAYMENT, AND TAXES

- 6.1 All fees for the Software and related services to be provided by TDAMS under this Agreement will be itemized in Exhibit A and will be paid according to the Payment Schedule contained in Exhibit A.
- 6.2 TDAMS will provide Client with a sign-off for each milestone set forth in Exhibit A prior to invoicing for each payment. Client will execute the sign-off upon completion of each milestone and process each invoice for payment to TDAMS.
- 6.3 Client will reimburse TDAMS for all reasonable out-of-pocket expenses incurred by TDAMS while performing its duties hereunder. These include, but are not limited to, all travel and per diem expenses incurred by TDAMS in connection with training and installation of the System at Client's site. Payment of these amounts is due within thirty (30) days following the date of the invoice per Exhibit G.
- 6.4 The License Fee does not include any taxes. Client agrees to pay any tax in the nature of a sales or use tax, and any duties based upon amounts payable hereunder, (exclusive of taxes based upon the income or gross receipts of TDAMS), and upon Client's use or possession of the System. If Client is exempt from the payment of any of these taxes, Client will provide TDAMS with a certificate evidencing such exemption issued by the applicable taxing authority. If any such tax is paid by TDAMS, Client will promptly reimburse TDAMS upon receipt by Client of proof of payment of same by TDAMS.

ARTICLE VII TEST PERIOD; ACCEPTANCE PROCESS

- 7.1 Client agrees that during the Test Period it will: (i) vigorously exercise and use the Software in order to become familiar with its features, functions and operation; and (ii) run such tests, scripts and validation as it deems appropriate in order to validate the correctness and appropriateness of the output and results of the Software and the System. At the end of the Test Period, Live Operation will occur.
- 7.2 At the conclusion of the Test Period, Client will execute TDAMS' form verifying that Client has performed as specified in paragraph 7.1, is satisfied with the results thereof, and is prepared to enter the Live Operation phase.

- 7.3** Client agrees that during the Acceptance Period it will actively and vigorously utilize and evaluate the System in order to approve it for Final Acceptance.
- 7.4** If Client discovers Nonconformity during the Acceptance Period, Client will notify TDAMS, who will promptly correct such Nonconformity and notify the Client when the correction has been made.
- 7.5** In the event that Nonconformity exists at the end of the Acceptance Period, Client will notify TDAMS and an Extended Acceptance Period will begin. TDAMS will promptly correct the Nonconformity and notify Client when the correction has been made.
- 7.6** In the event that TDAMS has not corrected any Nonconformity at the end of the Extended Acceptance Period, Client may either: (i) request again that TDAMS correct the Nonconformity, whereupon TDAMS will promptly attempt to do so; or (ii) terminate this Agreement in the manner specified in Paragraph 8.4, whereupon Client will comply with the provisions of Paragraph 8.3, and TDAMS will refund to Client all of the License Fee previously paid to TDAMS.
- 7.7** If Client elects 7.6(i), then after TDAMS gives notice of its correction of the Nonconformity, the Extended Acceptance Period will begin anew, and Client will once again have the rights specified in Paragraph 7.6.
- 7.8** Final Acceptance will occur: (i) if during the Acceptance Period or any Extended Acceptance Period Client notifies TDAMS of its acceptance of the Software, or (ii) if Client does not notify TDAMS of any Nonconformity at the end of the Acceptance Period or at the end of any Extended Acceptance Period in the event a Nonconformity has been previously reported and corrected.

ARTICLE VIII TERMINATION

- 8.1** In the event of TDAMS' breach of Paragraph 3.1 prior to Final Acceptance, after complying with Paragraph 8.4 below, Client has the right to terminate this Agreement and the license granted hereunder and receive a refund of all of the License Fees previously paid by Client to TDAMS. In the event of any other breach of this Agreement by TDAMS, or in the event of a breach of Paragraph 3.1 by TDAMS after Final Acceptance, the rights and remedies of Client are only those specified in paragraph 9 of the Software Maintenance Agreement between TDAMS and Client.
- 8.2** In the event of Client's breach of any material term of this Agreement, after complying with Paragraph 8.4, TDAMS has the right to terminate this Agreement and the license granted hereunder. A termination by TDAMS will not relieve Client of any payments due hereunder.
- 8.3** Upon any termination of this Agreement, Client will immediately cause the Software to be erased from all computer storage medium or device(s) in which it has been placed or stored, and will certify to TDAMS in writing that it has so erased the Software. Client will also promptly return to TDAMS all Dongles, and all Documentation and copies thereof.
- 8.4** A party alleging that the other party has breached this Agreement must provide such other party written notice setting forth the specific instance(s) of breach. The party receiving the notice will have 45 days after receipt of that notice to cure the breach. If the breach either remains uncured, or substantial steps have not been taken to cure the breach within the 45-day period, the other party may terminate this Agreement.
- 8.5** The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein which: (i) the parties have expressly agreed will survive any such expiration or termination; or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the parties' respective obligations under paragraphs 8.3, 9.1, 9.2, 9.3, 10.1 - 10.3, 10.5, 12.1, 13.3 - 13.5, and 13.7 - 13.8 shall survive such expiration or termination.

**ARTICLE IX
LIMITATION OF LIABILITY**

- 9.1** EXCEPT FOR TDAMS' RESPONSIBILITIES UNDER ARTICLE XI, TDAMS' MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO TDAMS BY CLIENT UNDER THE TERMS OF THIS AGREEMENT.
- 9.2** IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT FOR, AND CLIENT HEREBY AGREES TO HOLD TDAMS HARMLESS OF AND FROM ANY CLAIMS FOR: (I) LOST PROFITS AND INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE POSSIBILITY OF THE EXISTENCE OF SUCH DAMAGES HAS BEEN COMMUNICATED TO TDAMS AND REGARDLESS OF WHETHER TDAMS HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES; AND (II) EXCEPT FOR TDAMS' RESPONSIBILITIES UNDER ARTICLE XI, FOR ANY THIRD PARTY CLAIM ARISING OUT OF OR RELATED TO THE USE BY CLIENT OF THE SYSTEM, THE THIRD PARTY PRODUCTS, OR THE SOFTWARE.
- 9.3** IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR, AND CLIENT AGREES TO HOLD TDAMS HARMLESS FROM, ANY DAMAGES THAT RESULT FROM CLIENT'S USE OF ANY THIRD PARTY PRODUCT.

**ARTICLE X
PROPRIETARY INFORMATION**

- 10.1** Client acknowledges that the Software contains valuable and confidential Proprietary Information that belongs to TDAMS and to others from whom TDAMS has the right to distribute products contained in the System. Client agrees that the Software and all other material furnished hereunder are provided for Client's exclusive use for the purpose of this Agreement only and will be held in confidence. Client agrees to protect the Proprietary Information with the same degree of care a reasonably prudent person would take to protect its own most valuable proprietary information. Client agrees not to disclose the Proprietary Information to others or to duplicate it in whole or in part except as explicitly permitted herein.
- 10.2** Neither party will be liable to the other in the event it discloses any proprietary information of the other which: (i) is within the public domain at the time of disclosure; (ii) is or becomes publicly available without breach of this Agreement by the disclosing party; (iii) is received by the disclosing party from a third party holding such information legally and having the legal right to disseminate same without breach of this Agreement; (iv) is disclosed by the party owning such proprietary information to others on a non-restricted basis; or (v) is required by law to be disclosed.
- 10.3** TDAMS agrees that any of Client's confidential information acquired or received by it under this Agreement or learned in the course of providing services hereunder is provided for TDAMS' use only. TDAMS agrees to protect Client's confidential information with the same degree of care a reasonably prudent person would take to protect its own most valuable proprietary information.
- 10.4** The parties understand and agree that Client may be a Covered Entity under HIPAA. Accordingly, the parties acknowledge and agree that this transaction may be impacted by HIPAA and other state and federal laws, rules, and/or regulations relating to the privacy, confidentiality, and security of patient information as well as other subjects. As required under the HIPAA Privacy Rule (45 C.F.R. Part 164), a Business Associate Agreement is incorporated herein by reference and is attached hereto and marked as Schedule 1.
- 10.5** In the event of any breach or threatened breach of these provisions, a party will be entitled to a

temporary or permanent decree or order restraining and enjoining such breach, it being hereby expressly acknowledged and understood that damages at law may be inadequate.

**ARTICLE XI
INTELLECTUAL PROPERTY INDEMNITY**

- 11.1** TDAMS warrants that it has the right to grant the License and that Client's use of the Software as specified in this Agreement will not infringe upon the patent, copyright or trade secret rights in the United States of any third party.
- 11.2** At TDAMS' expense, TDAMS will defend Client against any claim that the Software infringes a patent, copyright, or trade secret right in the United States and will pay all costs, damages, and reasonable attorneys' fees that a court awards as a result of such claim. To qualify for such defense and payment, Client must: (i) give TDAMS prompt written notice of such claim; and (ii) give complete authority and control to TDAMS to compromise or settle the action; and (iii) fully cooperate with TDAMS in the defense and all related negotiations.
- 11.3** Client agrees that if the operation of the Software becomes, or in the opinion of TDAMS is likely to become the subject of a patent, copyright or trade secret infringement claim, Client will permit TDAMS, at TDAMS' option and expense, to: (i) promptly procure for Client the right to continue to use the Software; or (ii) replace the Software with an alternative that functions substantially the same; or (iii) modify the Software so that it becomes non-infringing, but in a manner which causes it to function substantially the same as it had prior to modification.
- 11.4** If Client fails to permit TDAMS to act as specified in Paragraph 11.3, TDAMS' obligation(s) under this Article XI will immediately terminate and Client will have no recourse against TDAMS for breach of any of the warranties contained in this Article XI.
- 11.5** This Article states TDAMS' entire obligation to Client regarding patent, copyright, and trade secret infringement. Nothing in this Article will be deemed to grant Client any rights in regard to modification or use of the Software other than or in addition to those otherwise granted in this Agreement.

**ARTICLE XII
SOCIAL SECURITY ACT**

- 12.1** For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, TDAMS agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
- i. Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, TDAMS will make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the contract and books, documents, and records of TDAMS that are necessary to certify the nature and extent of such costs; and
 - ii. If TDAMS carries out any of the duties of this contract through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization (as that term is defined in C.F.R. Section 405.427[b]), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

**ARTICLE XIII
GENERAL PROVISIONS**

- 13.1** Each and every Exhibit and Schedule to this Agreement is incorporated herein by reference in its entirety, the same as though fully set forth at length herein.
- 13.2** This Agreement supersedes all prior agreements, understandings, and negotiations, and it constitutes the entire agreement between the parties relating to the subject matter hereof.
- 13.3** This Agreement cannot be modified, terminated, nor any provision waived, other than by the express written agreement of the parties.
- 13.4** Any action or claim for breach of any obligation hereunder shall be commenced before the first to occur of the following: (i) the expiration of the applicable statute of limitations period established by Arizona law; or (ii) one (1) year after the cause of action accrues. Any action or claims brought after such period shall be barred.
- 13.5** Neither party will be in breach of this Agreement and will be excused from liability for any failure to perform or delay in performance if the failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, terrorist act, act of God, riot, war, government regulation, major accident, or failure of suppliers of subcontractors
- 13.6** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date.
- 13.7** Client may assign this Agreement to any corporation that owns Client in whole or in part or to any partnership or joint venture in which Client or any such corporation is a partner or joint venturer, provided that such assignee agrees in writing to be bound by all of the terms hereof inuring to the benefit of TDAMS, that only the Software licensed hereunder is operated for the facility licensed herein at any given time and, further, that the Agreement is not assigned to any competitor of TDAMS. Any other assignment is invalid without TDAMS' prior express written consent.
- 13.8** This Agreement will be governed by and construed under the laws of the State of Arizona.

**BUSINESS ASSOCIATE AGREEMENT
SCHEDULE 1**

Background

The Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) require that a covered entity and its business associate agree to certain specified terms and conditions regarding the treatment and protection of Protected Health Information (“**PHI**”) and Electronic Protected Health Care Information (“**EPHI**”); and

Client has contracted with TDAMS for TDAMS to provide products and/or services under the Agreement and during the course of TDAMS' provision of such products and/or services; Client may provide TDAMS with PHI or EPHI in order for TDAMS to perform its duties and responsibilities.

Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby covenant and agree to modify the Agreement as follows

1. Definitions

Terms used, but not otherwise defined; in this BAA will have the same meaning as those terms in the Privacy and Security Rules. Capitalized terms used herein and not otherwise defined will have the following meanings:

Business Associate means TDAMS.

Covered Entity means Client or the client of Client who is a health plan, health care clearinghouse, or a health care provider.

2. Obligations and Activities of Business Associate

Business Associate will:

- a. Not use or disclose PHI other than as permitted or required by the Agreement or this BAA.
- b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA which include but are not limited to administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- d. Report to Covered Entity any use or disclosure of the PHI not provided for by this BAA of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides PHI received from or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Business Associate will ensure that any agent, including a subcontractor, to whom it provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.
- f. Provide reasonable access to PHI to Covered Entity, at the request of Covered Entity, in a Designated Record Set in order for Covered Entity to meet its requirements in 45 CFR § 164.524. This provision is applicable only if the Business Associate maintains PHI in a Designated Record Set.
- g. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity. This provision is applicable only if the Business Associate maintains PHI in a Designated Record Set.
- h. Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary with prior notice and during normal business hours, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Document disclosures of PHI and information related to such disclosures and provide Covered Entity with such information, at Covered Entity's request, as is required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate is entitled to assume that any disclosure that is directed by Covered Entity is a disclosure for treatment, payment, or health care operations purposes or otherwise a disclosure that does not require an accounting as set forth in 45 CFR 164.528. If Covered Entity directs Business Associate to make a disclosure that requires an accounting by Business Associate, Covered Entity will notify Business Associate that such disclosure requires an accounting. Failure of Covered Entity to notify Business Associate will relieve Business Associate of the requirement to account for such disclosure.
- j. Business Associate may charge a reasonable fee for its services in connection with the access, amendment or accounting of PHI as contemplated under this BAA.
- k. Report to Covered Entity any Security Incident related to Covered Entity's EPHI of which Business Associate becomes aware, in the following time and manner:

- (i) any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such actual successful Security Incident, and
- (ii) any attempted, unsuccessful Security Incident, of which Business Associate becomes aware, will be reported to Covered Entity in writing, on a reasonable basis at the written request of Covered Entity, but in no event more often than on a quarterly basis. For purposes of this section (ii), an "attempted, unsuccessful Security Incident" is defined as an event in which no loss or damage to Covered Entity's EPHI occurs.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI if: (i) the disclosure is required by law; or (ii) the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached.

4. Obligations of Covered Entity

- a. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination

- a. This BAA will be effective on the Effective Date of the Agreement.
- b. This BAA will terminate on the earlier of the termination of the Agreement or when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- c. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity will either:
 - (i) Provide a reasonable opportunity for Business Associate to cure the breach or end the violation and terminate this BAA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- (ii) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
- (iii) If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.

d. Effect of Termination.

- (i) Except as provided in paragraph (ii) of this section, upon termination of this BAA, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.
- (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate will extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

- a. Regulatory References. A reference in this BAA to a section in the Privacy or Security Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to negotiate in good faith any amendments to this BAA made necessary by new legislation or amendments to current regulations relating to HIPAA.
- c. Survival. The respective rights and obligations of Business Associate under Section 6(d) of this BAA will survive the termination of this BAA.
- d. Interpretation and Integration. Any ambiguity in this BAA will be resolved to permit Covered Entity to comply with the Privacy and Security Rules. Any ambiguity in this BAA and the Agreement will be resolved in favor of this BAA. All other terms of the Agreement apply to this BAA.
- e. No Third Party Rights. This BAA is entered into solely between and may be enforced only by Covered Entity and Business Associate. This BAA will not be deemed to create any rights in third parties or to create any obligations of Covered Entity or Business Associate to any third party.

EXHIBIT D
SOFTWARE MAINTENANCE AGREEMENT

1. When used throughout this SMA, the following terms will have the meanings defined herein. Otherwise, terms used herein will have the meanings defined in the License Agreement.

Agreement means the License and Services Agreement (EXHIBIT C) between the parties herewith, including all Exhibits and Schedules attached thereto and incorporated therein by reference, as it may be amended from time to time.

Production Mode shall mean the use of the Software in Live Operation where patient information, orders, and test results are added to the Software's database through normal use of the Software.

Renewal Term of this **SMA** means each annual period following conclusion of the **Initial Term**.

Software Maintenance means all of the following elements which are then applicable: (i) providing corrective maintenance in the form of modifications, enhancements, or functional changes to the **Software** in order to correct any failure of the **Software** to operate as warranted; (ii) resolving **Software** errors causing or caused by **Software** malfunctions; and (iii) providing upgrades to the **Software** to improve its capabilities and/or functionality, as and when determined by TDAMS.

Software Maintenance Agreement or "**SMA**" means this agreement.

Software Maintenance Fee means the annual amount specified in Paragraph 3 hereof which is to be paid by Client to TDAMS for the provision by TDAMS of Software Maintenance.

Source Material means, with respect to the Software, the following items which then exist: the source code of such Software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface, graphical user interface, object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively all of the foregoing that do exist will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, operate and maintain the machine-executable object code of the Software

2. TDAMS will provide Software Maintenance Services to Client. In the event that Client notifies TDAMS to increase the number of workstations for the Software or the System, or if Client licenses additional Software or secures additional services from TDAMS, the Software Maintenance Fee will be increased accordingly.
3. Client agrees to pay the annual Software Maintenance Fee specified in Exhibit A without demand, set-off, or counterclaim.
4. The System Manager will be the primary contact person with TDAMS and will monitor all System activities performed by both TDAMS and Client. Client will supply a mutually acceptable VPN or similar solution that allows remote access from TDAMS to the Client's System. TDAMS requires the following capabilities once remote connectivity is established: Telnet (or other mutually agreeable means) access to the System, remote control of the System, and a secure/encrypted method for transferring files between the System and TDAMS.
5. TDAMS warrants that it will provide Software Maintenance during the hours of 8:00 a.m. to 4:30 p.m. Client local time, Monday through Friday, normal holidays excepted ("Normal Business Hours"). Additionally, TDAMS will provide Software Maintenance for Priority 1 (P1) issues twenty-four (24) hours per day, seven (7) days per week. TDAMS will respond to requests for Software Maintenance within the time frames specified based on the Priority of each specific incident. The response may be in person, via telephone conversation with Client, or by communication with the System. For purposes of establishing standard follow-up procedures with Client, TDAMS classifies each request for service based upon the following severity scale:

Priority 1 (P1) – Software is inoperable where one or more of the following issues is occurring and a workaround is not available: malfunction of a main application module or system failure; Software failure requiring frequent system restarts; loss or corruption of critical data; production of incorrect or transposed results; application inoperable at all workstations; or critical interface not operational;

While Client is utilizing the Software in a Production Mode, response time for a P1 issue shall be within 30 minutes after receipt of call. TDAMS will use all business reasonable resources and work continuously until the incident is resolved.

Priority 2 (P2) – A component of the Software is not working as expected which includes: a shutdown of an essential function where a workaround is available; or a specific user cannot access the Software.

Response time for a P2 issue shall be within four (4) business hours. TDAMS will use the resources it believes are reasonable and will work continuously during normal business hours until the incident is resolved.

Priority 3 (P3) – A minor problem is occurring with the Software such as a defect that does not affect the generation or interpretation of results and which causes a minor inconvenience.

Response time for a P3 issue shall be within one (1) business day. TDAMS will work with Client during normal business hours to duplicate and document the issue and if a software fix is required will coordinate with Client for the installation, testing, and release of a software release, or version.

Priority 4 (P4) – A request for an improvement to the Software or a general question about the Software application.

While the Software is used in a Production Mode, response time for a P4 issue shall be within one (1) business day. TDAMS will work with Client during normal business hours to resolve the issue.

6. THE WARRANTIES SET FORTH IN PARAGRAPH 5 ARE IN LIEU OF, AND TDAMS HEREBY DISCLAIMS, ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.
7. This SMA will automatically renew after the Initial Term, for successive one-year terms, unless either party gives written notice of non-renewal to the other party not less than sixty (60) days prior to the expiration of the term or the then-current renewal term. Software Maintenance Fees for renewal terms of this SMA will be at and under TDAMS' then-prevailing prices and conditions.
8. The Software Maintenance described herein shall be limited to the current version of the Software and to the version immediately preceding the current version. The Software Maintenance Fee provided herein exclude all Implementation and Training Fees including, without limitation, modifications or additions to the Software, training, conversion of data, customized Software, transfer of media, installation of supplementary environments or the merging of two environments, which may be provided at the discretion of TDAMS in accordance with the terms, conditions and rates set forth in a separate agreement or order therein.
9. TDAMS' MAXIMUM LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS SMA, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO AN AMOUNT EQUAL TO ONE-HALF OF THE THEN-CURRENT ANNUAL MAINTENANCE FEE..
10. IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT FOR, AND CLIENT WILL HOLD TDAMS HARMLESS OF AND FROM, ANY CLAIMS FOR: (I) LOST PROFITS AND INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE POSSIBILITY OF THE EXISTENCE OF SUCH DAMAGES HAS BEEN COMMUNICATED TO

TDAMS AND REGARDLESS OF WHETHER TDAMS HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES; AND (II) FOR ANY THIRD PARTY CLAIM ARISING OUT OF OR RELATED TO THE USE OF THE SOFTWARE AND/OR THE SYSTEM.

11. **A.** TDAMS agrees to deposit the Source Material with a software escrow agent (“Escrow Agent”). For so long as this Software Maintenance Agreement is in effect, TDAMS shall update the Source Material by depositing in the escrow each new Release. The Source Material will be held in escrow with Client paying all fees charged by the Escrow Agent for the escrow services. The events upon which Client shall have access to the Source Material (“Release Conditions”) are limited to the following, except that none of the following shall be deemed Release Conditions if another entity has assumed TDAMS’ obligations under this Software Maintenance Agreement: (i) the insolvency of TDAMS; (ii) the making of a general assignment by TDAMS for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against TDAMS that is not dismissed within ninety (90) days of the filing thereof; or (iii) TDAMS ceases to fulfill its obligations under this Software Maintenance Agreement for reasons other than Client’s failure to pay for, or election not to receive, TDAMS’ maintenance and support services.

B. If Client desires to implement the escrow agency referenced in subparagraph 11.A, Client shall provide to TDAMS an acceptable escrow agreement with a reputable escrow agent. In addition to the terms specified in subparagraph 11.A, the escrow agreement shall provide that: (i) if this Software Maintenance Agreement expires, is terminated, or is not renewed, and (ii) no Release Condition has occurred, then upon notice by either of the parties, the Escrow Agent shall promptly return to TDAMS all Source Material then in its possession or control.
12. In the event that any provision hereof or its application in any circumstances is determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this SMA and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, invalid, or unenforceable will not be affected thereby, and each remaining provision hereof, will continue to be valid and may be enforced to the fullest extent permitted by law.
13. Neither party will be deemed in default of this SMA and will be excused from liability for any failure to perform or delay in performance if said failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, act of God, riot, war, government regulation, major accident, or failure of suppliers or subcontractors.
14. The parties understand and agree that Client is or may be a Covered Entity under HIPAA. Accordingly, the parties acknowledge and agree that this transaction may be impacted by HIPAA and other state and federal laws, rules, and/or regulations relating to the privacy, confidentiality, and security of patient information as well as other subjects. As required under the HIPAA Privacy Rule (45 CFR Part 164), a business associate agreement is incorporated as Schedule 1 to this SMA.
15. For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, TDAMS agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
 - iii. Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, TDAMS will make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the contract and books, documents, and records of TDAMS that are necessary to certify the nature and extent of such costs; and
 - iv. If TDAMS carries out any of the duties of this contract through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization (as that term is defined in CFR Section 405.427[b]), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the

subcontract and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

- 16.** Any action or claim for breach of any obligation hereunder shall be commenced before the first to occur of the following: (i) the expiration of the applicable statute of limitations period established by Arizona law; or (ii) one (1) year after the cause of action accrues. Any action or claims brought after such period shall be barred.
- 17.** Client agrees to pay any tax in the nature of a sales or use tax and any duties based upon amounts payable hereunder (exclusive of taxes based upon the income or gross receipts of TDAMS) and upon Client's use or possession of the Software or the System. If Client is exempt from the payment of any of these taxes, Client will provide TDAMS with a certificate evidencing such exemption issued by the applicable taxing authority. If any such tax is paid by TDAMS, Client will promptly reimburse TDAMS upon receipt by Client of proof of payment of same by TDAMS.
- 18.** Each and every Exhibit and Schedule to this SMA is incorporated herein by reference in its entirety, the same as though fully set forth at length herein.
- 19.** This SMA supersedes all prior agreements, understandings, and negotiations regarding software maintenance and it constitutes the entire agreement between the parties relating to the subject matter hereof.
- 20.** This SMA cannot be modified, terminated, nor any provision waived, other than by the express written agreement of the parties.
- 21.** Neither party will be in breach of this SMA and will be excused from liability for any failure to perform or delay in performance if the failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, terrorist act, act of God, riot, war, government regulation, major accident, or failure of suppliers of subcontractors.
- 22.** This SMA may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart hereof.
- 23.** Client may assign this SMA to any corporation that owns Client in whole or in part or to any partnership or joint venture in which Client or any such corporation is a partner or joint venture, provided that such assignee agrees in writing to be bound by all of the terms hereof inuring to the benefit of TDAMS, that only the Software licensed hereunder is operated for the facility licensed herein at any given time and, further, that the SMA is not assigned to any competitor of TDAMS. Any other assignment is invalid without TDAMS' prior express written consent.
- 24.** This SMA will be governed by and construed under the laws of the State of Arizona.

EXHIBIT E

PRELIMINARY IMPLEMENTATION PROJECT TIMELINE

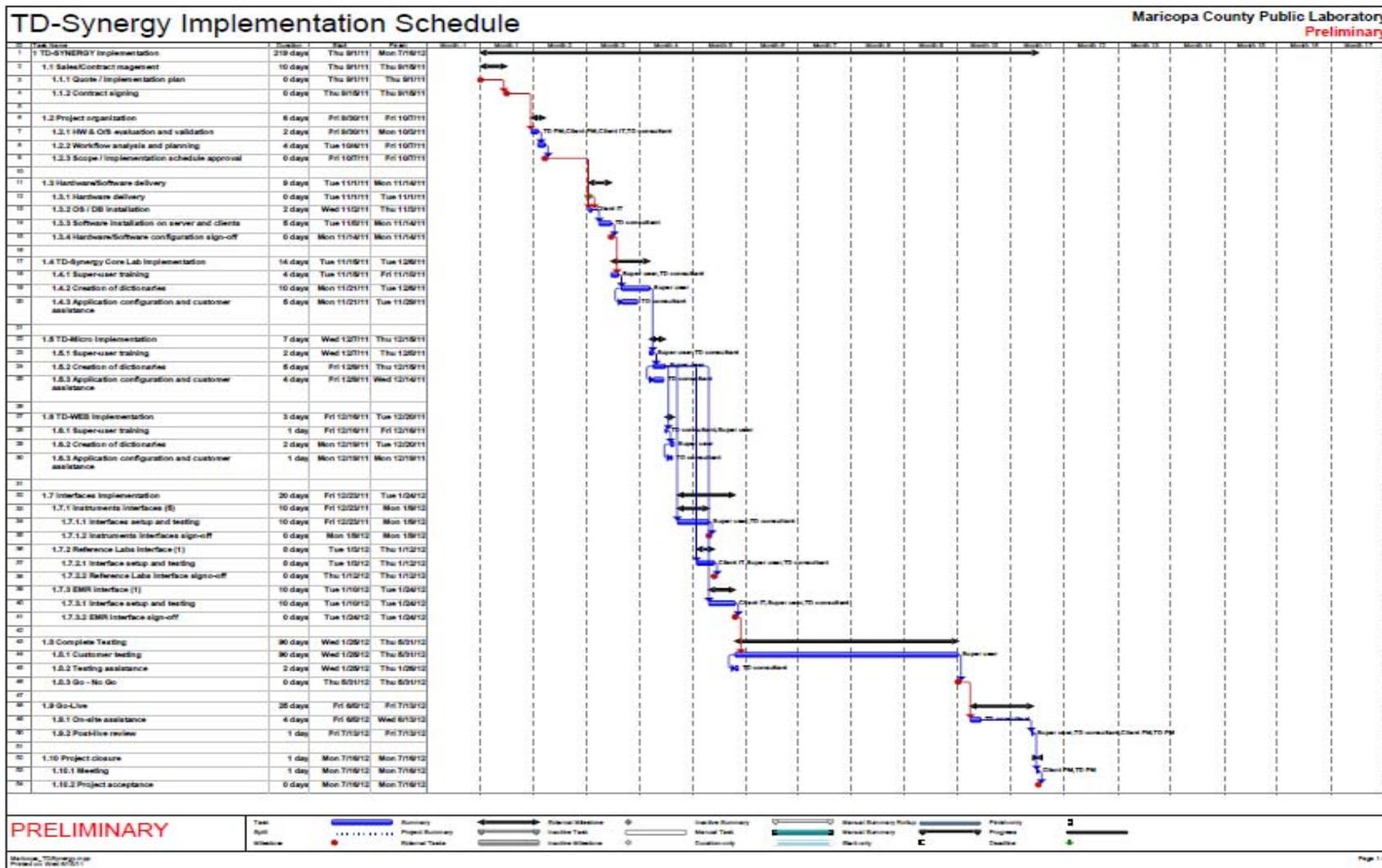


EXHIBIT F
TECHNICAL REQUIREMENTS

Optional-Indicate if additional software products offered by the Offeror, other than the base system configuration, will satisfy the requirement. If additional pricing is required for this option please provide in Attachment A

Not Available-Indicate if the requirement is beyond the scope of the system configuration capabilities

Offeror Response - Indicate specific response, additional lines will be allowed for extra space if needed and necessary

REF NO	<i>Functional Specifications and Requirements</i>	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
1	1.0 SYSTEM ARCHITECTURE AND MAINTENANCE				
2	1.01 Provide a system with client/server architecture that operates in a Windows environment.	Yes			TD-Synergy is based on a client/server architecture and operates in a true Windows-based environment.
3	1.02 Provide a system that employs a centralized, enterprise-level relational database (ie, SQL).	Yes			The client has the choice of running on Oracle and or SQL Server. Our recommendation is SQL Server 2008 Standard unless the client has previous experience and/or proficiency with Oracle
4	1.03 Allow the system to operate on both local and wide area networks, linking all practice sites and databases. Able to move information from one database to another.	Yes			The application can operate on either type of network.
5	1.04 Allow full system functionality from any workstation within the network.	Yes			TD-Synergy allows access to all functions from any workstation when the instrument interfaces are installed on a MS Windows 2003 or 2008 Server.
6	1.05 Provide a scalable system that can be expanded easily as our facility grows.	Yes			The system can be scaled up (additional users, analyzes, modules, etc.) or down (Middleware and/or stand-alone configurations) depending on your changing needs. Also, modules can be deployed sequentially based on the modular application architecture. (e.g. Core Lab, Micro, AP, etc.)
7	1.06 Provide an operational environment which will ensure the security and integrity of the system and all its data.	Yes			Use of Single Sign-On with Active Directory, Client/Server Architecture, Comprehensive Audit Log Tool
8	1.07 Provide for redundant storage of all system data files.	Yes			Our system will perform a dump of the database on disk. The client may use any data backup mechanism of their choosing to backup this database dump: Digital Audio Tape (DAT), Digital Linear tape (DLT), Linear Tape Open (LTO), Network Attached Storage (NAS), Storage Area Network (SAN), etc. Backup of the Windows software can be performed using 'NT backup', which is included in Windows Server 2008 OS. More advanced

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					utilities such as 'Backup Exec' from Symantec are options as well.
9	1.08 Provide for redundant processing capabilities to protect against processor failures.	Yes			TD-Synergy uses a 2 server configuration in order to provide a high level of availability and throughput. It supports cluster or fail-over environment providing 99.7 uptime. Our software does not limit the use of any fault tolerant feature available on the market today.
10	1.09 Provide a check-point recovery capability to restore data files after a system failure.	Yes			Our recovery process is typically the roll- back of the backup and roll-back of the transactions until the last commit.
11	1.10 Provide expanded descriptions for error messages.	Yes			TD-Synergy allows the activation and deactivation of trace log files, debug tools and Spy files when a system or software problem occurs that requires a detailed investigation. All user actions can be logged in the system. We also have error logs and other diagnostic tools to enable diagnosing problems
12	1.11 Please describe any scheduled maintenance procedures.	Yes			Every night before backup an end-of day process will run. The partial downtime associated to this process is less then 3 minutes. This procedure is recommended in order to provide a seamless daily backup. Only management reports and in-lab order entry are impacted. All other features remain functional including, most importantly, instrument interfaces and the web module.
13	2.0 SECURITY AND AUDITING				
14	2.01 Provide a multi-level security system to ensure the confidentiality of patient-related information and to control access to system functions and features.	Yes			Access to screens and data is user-defined based on roles given to users. There is no limit to the number of different roles that can be created in the system.
15	2.02 Restrict access to specific areas of the application based on system function to be performed.	Yes			Roles can be assigned as granular as needed (system level, facility level, even down to the individual workstation).
16	2.03 Restrict access to specific patient records based on specific tests performed.	Yes			TD-Synergy has a notion of sensitive tests, making these tests only available to laboratory personnel which should have access.
17	2.04 Allow password protection at different levels.	Yes			Our application uses single sign-on via Active Directory
18	2.05 Allow a user of proper security clearance to modify the database parameters once the system is live, without requiring programming knowledge.	Yes			Users can be given access to the system configuration in USE as well as MZP once they have been trained and demonstrated proficiency.
19	2.06 Restrict access to configuration tables, profile indexes, etc. to designated lab personnel via security controls.	Yes			Users must have the appropriate rights to access master files, tables, and parameters. Users can also be restricted to master file definitions that are associated to their laboratories.

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20	2.07 Maintain an automated system log of user sign-on activity.	Yes			
21	2.08 Maintain an audit trail for system entries including user code, date, and time of each system transaction.	Yes			TD-Synergy includes an audit tool / log offering a complete view of the specimen lifecycle, in line with user's right and the chain of custody requirements. The system will audit all actions (including viewing of results) that are made on the system. This includes the tracking of modified results as many times as the results have been modified.
22	2.09 Provide multi-level password security down to options within menus.	Yes			Allowed functions are defined based on user rights. Users can be defined by site, department, laboratory, workplaces / workbenches in each department.
23	3.0 INTERFACING				
24	3.01 Provide operational software or interfaces for the following equipment and/or applications (Please provide a functional description of each interface available):	Yes			
25	3.02 Abbott Architect 1000SR	Yes			
26	3.03 Bactec	Yes			
27	3.04 BioMerieux VIDAS	Yes			
28	3.05 Ames Clintek 100 Urine Strip Reader	Yes			
29	3.06 GenProbe	Yes			
30	3.07 Other laboratory instruments	Yes			Technidata has an interface library of 500+ drivers and develops between 15-20 new interfaces yearly. This proposal includes interfacing to 5 the five instruments listed in 3.02-3.05
31	3.08 EclinicalWorks	Yes			
32	3.09 Reference Laboratory	Yes			This proposal includes interfacing to 1 Reference Laboratory (Sonora Quest). More information is required with regards to the interface specifications to the 3 other laboratories
33	3.10 Allow analyzer interfaces to operate so that result verification and reporting can be performed simultaneously at multiple workstations.	Yes			
34	4.0 ORDER ENTRY				
35	4.01 Allow multiple tests ordering for a single patient using a common demographic record.	Yes			
36	4.02 Allow laboratory orders to be entered from an off-site location.	Yes			Remote ordering is available either via TD-Synergy's Web Outreach module or directly in the application (if within the contiguous network).

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37	4.03 Allow the lab to develop and customize orderable items.	Yes			Order entry screens can be customized to the client site's needs
38	4.04 Allow simple test ordering: Single header linked to a single test result field (e.g. Glucose).	Yes			
39	4.05 Allow compound test ordering: Single header linked to multiple test result fields (e.g. CBC, Lipid Panel, and Comprehensive Metabolic Panel).	Yes			Tests can be ordered in groups with a single order code
40	4.06 Allow the user to order tests by entering test codes and/or by selecting from a test menu.	Yes			Both options are available.
41	4.07 Automatically alerts users to previously ordered lab work.	Yes			During order entry, when user enters Patient, Order/Sample information, a patient search is performed systematically in the database, which shows all past lab orders & results
42	4.08 Allow at the time of ordering a request that patient lab results be sent to more than one provider.	Yes			TD-Synergy allows 8 copies of the result to be sent to multiple destinations.
43	4.09 Allow the cancellation of orders for patients who do not show for appointment.	Yes			Individual tests and entire orders can be cancelled on an "as needed" basis
44	4.10 Provide Medical Necessity validation based on lab-defined valid diagnosis codes for each applicable test.	Yes			TD-Synergy allows medical Necessity validation and ABN form printing at the time of order entry.
45	4.11 Allow the generation of Medicare-compliant ABN forms when test ordering fails medical necessity validation.	Yes			TD-Synergy allows the printing of an ABN form when tests have failed medical Necessity checking. The ABN form can be printed in one of two languages (English and/or Spanish)
46	4.12 Allow entry of four diagnosis codes for each ordered test.	Yes			
47	4.13 Provide automatic testing destination routing as specified in payor's contract	Yes			TD-Synergy allows routing the tests according to client contract.
48	4.14 Provide automatic label printing as orders are entered. BARCODING	Yes			
49	4.15 Allow lab-defined label configuration.	Yes			
50	4.16 Describe the bar code formats your LIS accepts and prints.	Yes			TD-Synergy does not limit the type of barcodes that can be used The label layout and size can be defined by the end user as well as any type of barcode symbology (1 D or 2D).
51	4.17 Provide the specific sample requirements or sample tube types at the time of order entry.	Yes			TD-Synergy allows for sample optimization. It is capable of handling up to 4 sample types for each tests and will optimize the tubes based on tests placed on the order.
52	4.18 Store diagnosis codes in registration function.	Yes			
53	4.19 Support retrieval of patient records by partial (e.g. first few letters of) patient last name.	Yes			Patient search is possible by Last Name (or part of name), First name, Date of birth as well as other identifiers such as Patient Number, Visit number, etc.

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54	4.20 Include test, profile, or battery name (mnemonic code) in order data.	Yes			Test codes can be looked up by test mnemonic or descriptor. Wildcards support test code lookup by partial mnemonic or descriptor.
55	4.21 Process orders for profiles that include multiple tests (e.g. cardiac enzyme profile).	Yes			
56	4.22 Allow a miscellaneous test code so previously undefined tests can be ordered and charged.	Yes			
57	4.23 Process orders for profiles that include multiple tests (e.g. cardiac enzyme profile).	Yes			Duplicate Question
58	4.24 Ability to correct a field on a screen without having to re-enter entire order transaction.	Yes			
59	4.25 Allow entry of orders for future dates	Yes			The user can define the start, end and frequency of future orders. These become unique to the particular patient.
60	4.26 Allow splitting one ordered test into more than one request (e.g. group tests, pre-op, and coag screen).	Yes			TD-Synergy allows the user to define a series test that may include more than one specimen drawn at more than one time (ie: pre & post drug levels, GTT tests) etc...
61	4.27 Automatically check for and warn of duplicate single test orders with profile orders	Yes			TD-Synergy indicates in real time if a requested test is redundant and provides a direct access to the result of these tests.
62	4.28 Support cancellation of tests-- logging accession #, test code, patient name, reason, date, time, and tech ID.	Yes			
63	4.29 Provide simple method to order additional test requests on sample already received and processed in lab.	Yes			
64	4.30 Allow cancellation of an order without canceling prior results.	Yes			
65	4.31 Provide flexible, customizable Sample ID formats.	Yes			
66	4.32 Print sample collection labels for timed and routine collections.	Yes			
67	4.33 Allow for multiple labels per test to print.	Yes			
68	4.34 Print instructions/comments (e.g. do not collect from right arm) on sample labels.	Yes			Order comments can be made to print on labels; real estate available may be limitation. Would recommend that this be printed on the request label and not the sample label
69	4.35 Print aliquot labels when more than one test is drawn in the same collection tube.	Yes			
70	4.36 Print instructions/comments (e.g. do not collect from right arm) on sample labels	Yes			Duplicate

71	4.37 Provide that uncollected samples continue to appear on subsequent lists until cancelled or collected.	Yes			
72	4.38 Provide for easy free text entry of information such as critical result notification, sample rejection, or culture sites.	Yes			Text Result & Comment
73	4.39 Provide for intelligent prompting for accessioning; e.g. When a wound culture is ordered, the system prompts the user for site/location.	Yes			
74	4.40 Provide easy access to sample requirements for laboratory users.	Yes			
75	4.41 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.	Yes			
76	4.42 Provide intuitive user interface – easy to locate screens for accessioning, reporting queries, etc.	Yes			TD-Synergy employs a dashboard user interface in which a particular screen is always within 2 mouse clicks.
77	4.43 Provide for an easy, systematic, and logical method of adding, editing, or deleting tests in the test code dictionary.	Yes			
78	4.44 When looking up a patient in the system, tests performed on that patient and test results are made available without additional steps.	Yes			The patient file is directly accessible from a number of points within the system, including the control panel. It offers detailed visibility of past patient orders, (request #, collection date, doctor) results, including graphical trending for particular results.
79	5.0 RESULT REVIEW AND REPORTING				
80	5.01 Allow reporting of alpha results: Single word (e.g. positive or negative) and free text (e.g. short phrases or longer paragraph).	Yes			
81	5.02 Allow attachment of a comment to any test header or test field (e.g. allow free text and pre-defined comments).	Yes			
82	5.03 Ability to select between reportable and non-reportable comments.	Yes			
83	5.04 Allow the user to accept, reject, or re-run a test.	Yes			
84	5.05 Allow automatic calculations based on test results from other fields.	Yes			
85	5.06 Allow attachment of a comment to any test header or test field (e.g. allow free text and pre-defined comments).	Yes			Duplicate Question
86	5.07 Ability to select between reportable and non-reportable comments.	Yes			Duplicate Question
87	5.08 Allow the user to accept, reject, or re-run a test.	Yes			Duplicate Question
88	5.09 Allow automatic calculations based on test results from other fields.	Yes			Duplicate Question

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89	5.10 Allow the user to override current test results for a patient.	Yes			Depending on the User's Assigned Role & Security rights
90	5.11 Allow the user to retain overridden results.	Yes			
91	5.12 Provide identification of the verifying technologist when reporting results.	Yes			
92	5.13 Provide automatic print reporting capabilities to laser printers.	Yes			
93	5.14 Provide scheduler for automatic result delivery.	Yes			
94	5.15 Provide automatic fax reporting capabilities.	Yes			The system interacts with a 3rd party fax solution. The system sends the report along with the fax number defined to the location or doctor to the third party solution.
95	5.16 Provide ability to send patient reports via the Internet.	Yes			
96	5.17 Provide ability to e-mail reports.	Yes			
97	5.18 Automatically maintain a record of reports delivered by each reporting modality (FAX, Printer, and E-Mail, etc.). Provide easy access to these results at any time.	Yes			
98	5.19 Allow patient test to be incomplete for at least 8 weeks in the system.	Yes			
99	5.20 Print daily detailed master log of all work performed in lab for audit purposes.	Yes			The management query tool allows end users to define queries based on desired criteria which include physician, lab, or clinic as well as specific test, or even test result
100	5.21 Provide capabilities for graphic display of test results.	Yes			Results can be defined to appear and/or print in discrete, table, or graphic format.
101	5.22 Support entry of comments for non-numeric results and interpretative reporting in result entry screens.	Yes			Predefined comments as well as free text is available to the end user during result entry and are appended to the result. The available comments presented in a list to the end user can be limited for tests which are defined to expect coded text as a result.
102	5.23 Maintain table of lab-defined panic, delta, and reference result ranges based on age and sex.	Yes			
103	5.24 Display previous test's value, time, and date if delta check limit is exceeded during result entry.	Yes			Previous test values, time and delta check is available both during manual result entry as well as during Review of results coming from an automated analyzer.
104	5.25 Print list of received but untested samples due to insufficient quantity. Allow for a comment to be placed on the sample accordingly.	Yes			
105	5.26 Print list of all patient tests that require it (e.g. exceed delta check, panic values, and reference intervals).	Yes			
106	5.27 Allow for cumulative result reporting. Please explain.	Yes			The system can generate single request as well as cumulative reports for both physicians and locations. Patient reports can also be generated to send to patients

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107	5.28 Describe the procedure for correcting test results that have been resulted. After correcting, are the corrections able to be altered?	Yes			Users with result entry capability for the test, selects the amend function. The system prompts the end user if they sure they wish to make the correction. The user enters the correction. An available option in the software is to automatically add a user-definable amended comment to the test that automatically pulls in the previous result along with its date/time. The user saves the corrected result. An available option in the software prompts the user for a reason for the amending the answers for which are populated from a user-definable list of reasons. If the corrected result satisfies clinical validation rules, it is sent for review. The amend result event is recorded in the technical audit trail
108	5.29 Include features that allow batch reporting for phlebotomy, travel fees, microbiology no growths, and others.	Yes			
109	5.30 Provide easy to set-up and use reflex rules (e.g. if TSH >5.5, then do a FT4).	Yes			
110	5.31 Provide the date/time reported on reports transmitted by FAX, laser printer, and e-mail.	Yes			
111	5.32 Allow user to set time limits for notice of overdue results	Yes			Overdue Result Notices are set up in the test dictionary on a "per test" basis'
112	5.33 Provide a permanent log of all test results that have been edited.	Yes			An authorized user may display a list of test requests that have been deleted or results which have been modified. The system can also make it mandatory to enter the reason for result modification and record this information in the audit trail.
113	5.34 Provide for release of results after they have been reviewed and approved by technical personnel (there is no merging function).	Yes			We provide the ability to perform both technical & clinical review
114	5.35 Workstations work independently of each other. Multiple functions can occur simultaneously without one party having to exit the system.	Yes			The system operates in a concurrent user model. System access is based on the number of concurrent user licenses available for use. There is no limitation in the number of users that can work simultaneously on the system as long as appropriate licensing is in place.
115	5.36 Provide flexible reporting formats.	Yes			Results can be printed in hard copies, faxed, emailed, sent electronically via HL7 communications or viewable through the system's web-based interface. Report content and layout is user-definable.

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116	5.37 Provide the ability to access all patients of a particular client by name, date, or date range.	Yes			
117	5.38 Allow look-up of patient and patient results by client number.	Yes			
118	5.39 Allow for unlimited "canned comments."	Yes			
119	5.40 Allow comments to be attached to specific tests & specific clients such as "Current Dosage_____" attached to Protime tests.	Yes			This can be performed either manually or automatically with our rule-based system
120	5.41 Ability for verification of profile components with results released individually.	Yes			
121	6.0 RULES-BASED LOGIC				
122	6.01 Ability for rules-based logic where laboratory personnel can define criteria in "if-then" statements.	Yes			Our rule-based system is designed to be user-enabled through a graphical user interface using Boolean-logic expressions. A range of actions can be triggered such as: addition / deletion of tests, automatic comments on results, automatic or mandatory validation, insertion of results in a telephone list, additional copies of result reports, etc. The structure of a rule is "if, then, else", and the graphical rules editor screen allow 'nested' "if" statements where more complex rules can be written.
123	6.02 Ability for Rules program to evaluate all rule entries for tests, not just the first one, so that complex or "cascading" rules may easily be designed, where several rules can be invoked based on one scenario.	Yes			Rules execute sequentially based upon the code provided during rule creation, and rules trigger based upon test presence. If a rule fires and an action is performed, this does NOT prevent rules further 'downstream' from firing. A sample or individual test may have many rules fire in a single scenario.
124	6.03 Provide rules-based report routing.	Yes			TD-Synergy's rule based system, allows actions such as adding result recipients, increasing the number of copies of result reports and so on are available in our Rule-Based system
125	6.04 Provide the ability to create rules to assist in decision support.	Yes			Expert rules are available to handle auto-verification. This ensures standardization of normal result interpretation allowing the laboratory to focus only on questionable results. An objective of 80% of results auto-verified may be reached with this expert rule system
126	6.05 Must have ability to flag results based on criteria other than standard reference ranges to include testing location, drawing location, ordering provider, patient age, and priority of order.	Yes			There are a multitude of rules 'Conditions' that can be utilized in writing rules. In addition to order, sample and patient demographics, tests results can be flagged based upon the results of other tests or even the 'presence' of other tests. Additionally - previous results, previous runs

127	6.06 Charge rule capability.	Yes			Rules can be utilized to change whether a test (or a profile) charge code is generated or not. This can be based upon many conditions
128	6.07 Microbiology Sensitivity Rules: Input zone size (mm), organism, site, and drug, Program calculates sensitivity/resistance	Yes			Sensitivity determination is automated based upon zone size and per organism identification, per specimen and per antibiotic
129	7.0 FLAGS AND DATA COMPARISON				
130	7.01 Allow lab-defined age- and sex-related reference ranges for all test results.	Yes			Normal/Abnormal/Critical values for reference ranges can be based on patient age, sex and/or category
131	7.02 Provide the ability to flag results based on criteria other than standard reference ranges.	Yes			The rule-based system can also be used to determine the appropriate reference ranges for a test, by combining the age and sex of the patient with other criteria; such as the number of weeks of pregnancy
132	7.03 Highlight abnormal results on patient reports without relying solely on color text.	Yes			Result flags, test comments and other items can 'highlight' an abnormal result.
133	7.04 Allow flagging of test results based on failed lab-defined delta checks.	Yes			Delta checks are customizable and can be defined for same sample with multiple runs, as well as previous samples going back a lab defined number of days.
134	7.05 Flag routine orders when timed pick-up, stats, etc. are ordered, to prevent multiple sticks.	Yes			TD-Synergy's outreach module allows the user to see all orders before printing labels and proceeding to draw samples. This reduces the number of sticks for a patient.
135	7.06 Provide a means for documenting critical results and critical result documentation; generate reports regarding critical results communicated.	Yes			
136	8.0 SAMPLE STATUS AND TRACKING				
137	8.01 Provide the ability to track patient samples throughout the testing process.	Yes			
138	8.02 Provide identification of the individual who ordered the test, collected the sample, and released the test results, including the date and time of these occurrences so that this information is accessible throughout the process.	Yes			
139	8.03 Support user-defined priorities.	Yes			
140	8.04 Support a way to identify the phlebotomist, (doctor, nurse, etc.) in system for samples not drawn by laboratory personnel.	Yes			
141	8.05 Include data for tracing order (dates, times, tech ID, results) from order entry to final reporting in master log.	Yes			TD-Synergy has a full audit trail recording all actions (who did what and when)
142	8.06 Provide index to master log by accession number.	Yes			Master log can be searched by many criteria – including accession number
143	9.0 PATIENT RECORDS				
144	9.01 Maintain patient databases and provide ability to easily generate historical patient reports.	Yes			

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145	9.02 Allow patient database search based on:	Yes			
146	9.03 Patient name	Yes			The patient database can be queried by combination of multiple data
147	9.04 Patient account number	Yes			
148	9.05 Patient SSN	Yes			
149	9.06 Allow the user to search previous patient results for specific tests and easily view historical results of that test.	Yes			
150	9.07 Allow the user to graph patient results by test to identify possible trends.	Yes			
151	9.08 Allow historical results for multiple tests to be graphed on one normalized graph.	Yes			TD-Synergy allows to graph test results on a graph. However, we are not able to place multiple different tests on the same graph (ie: Na & K).
152	9.09 Allow the user to easily access archived patient records.	Yes			There is no need to archive patient records. All results are kept 'online' and in the live patient database, therefore easily accessible
153	9.10 Allow the user to review specific patient's results without paging through the entire list of patient results.	Yes			
154	9.11 Allow for patient searches by a variety of means: Name, Social Security Number, Client, Accession #, or Requisition #.	Yes			Yes, and using a combination of each if desired
155	10.0 REFERENCE LABORATORIES				
156	10.01 Allow testing laboratory destination routing based on patient's payor contract.	Yes			TD-Synergy allows routing the tests according to client contract.
157	10.02 Allow testing laboratory destination routing based on laboratory testing menu.	Yes			
158	10.03 Provide ability to override specified destination for laboratory testing.	Yes			
159	10.04 Differentiate sample type based upon in-house and reference lab requirements.	Yes			
160	10.05 Provide bi-directional interfaces to clinical reference laboratories.	Yes			
161	10.06 Provide ability to print lab-defined reference laboratory requisition.	Yes			
162	10.07 Allow manual entry of reference laboratory test results (e.g. non-interfaced reference laboratories).	Yes			
163	11 QUALITY CONTROL				
164	11.01 Allow implementation of Westgard QC rules and flags.	Yes			
165	11.02 Allow flagging of out-of-range QC values.	Yes			
166	11.03 Allow entry, storage, and retrieval of corrective action comments.	Yes			
167	11.04 Provide ability to view and print QC graphs (Levey-Jennings).	Yes			

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168	11.05 Provide ability to plot multiple levels of control on one graph.	Yes			
169	11.06 Calculate the following QC statistics:	Yes			
170	11.07 Cumulative mean.	Yes			
171	11.07 Observed mean over a specified date range.	Yes			
172	11.08 Standard deviation.	Yes			
173	11.09 Coefficient of variation.	Yes			
174	11.10 Provide ability to document QC review.	Yes			
175	11.11 Provide ability to enter comments by QC level.	Yes			
176	11.12 Provide ability to enter comments by QC result.	Yes			
177	11.13 Support patient-based quality control procedures.	Yes			
178	11.14 Maintain calibration records for on-line instruments.	Yes			This is instrument-dependent.
179	11.15 Allow for instrument status (recent service, troubleshooting, etc.) to be stored on-line.	Yes			
180	11.16 Prevent reporting, testing or workups until related quality controls have been put in Either daily values, weekly, monthly or annually..	Yes			
181	12.0 OUTREACH				
182	12.01 Provide a web-based outreach solution.	Yes			
183	12.01 Describe how your system provides secure access via the web.	Yes			The web site resides on a server within your firewall as a secured web site (e.g. https). Users must provide an ID and Password that are defined within the database that is stored separately from the web server.
184	12.02 Provide a multi-level security system to ensure the confidentiality of all patient-related information and to control access to outreach functions and features.	Yes			
185	12.03 Allow for electronic notification of the physician's review of results.	Yes			
186	12.04 Provide the ability to link physician group practice names with individual doctors in the practice.	Yes			
187	12.05 Provide practice level security.	Yes			
188	12.06 Provide customizable order entry screens and application windows with outreach client's specific needs.	Yes			Site / Location definable
189	12.07 Provide data mining capability within outreach application for use on any web-based computer.	Yes			We will provide you with the database schema. It is the customer's responsibility to manage the secured access to the data.

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190	12.08 Provide multiple electronic interfaces to various outreach client information systems.	No	X		TD-Synergy can interface to other outreach system. However, the cost is not included in the proposal as the specific Outreach client was not provided
191	13.0 COMMUNICATION				
192	13.01 Allow for workstation and employee notifications (like email or message)	Yes			
193	13.02 Allow all or individual workstation messages	Yes			
194	14.0 MICROBIOLOGY				
195	14.01 Provide an electronic worksheet that allows for paperless microbiology.	Yes			
196	14.02 Allow for ordering of microbiology procedures on the same requisition as general lab procedures.	Yes			
197	14.03 Allow for printing of labels specific to media setup protocols for each microbiology procedure.	Yes			
198	14.04 Provide bi-directional interface to automated microbiology analyzer. (if installed)	Yes			
199	14.05 Provide ability to alter billing "on the fly" for microbiology procedures performed.	Yes			
200	14.06 Provide ability to bill microbiology procedures automatically.	Yes			
201	14.07 Provide ability to create preliminary microbiology reports, independent of general lab procedures on the same order	Yes			
202	14.08 Provide for preliminary and interim reporting of culture results.	Yes			
203	14.09 Provide epidemiology reports in a variety of formats.	Yes			
204	14.10 Zone size, rules based interpretive data for Sensitivity from CLSI	Yes			
205	14.11 Automatic nomenclature updates	Yes			Our system allows for the loading of CLSI tables. This process requires human intervention to activate the function that will load the table
206	14.12 CLSI Antibiotic rules updates	Yes			
207	15.0 MANAGEMENT AND ADMINISTRATION				
208	15.01 Provide ability to create completion reports by date.	Yes			
209	15.02 Provide ability to create billing summary reports by date.	Yes			Via Crystal or other third party report writing tool
210	15.03 Provide ability to create reports of failed medical necessity checks.	Yes			Via Crystal or other third party report writing tool
211	15.04 Provide ability to create cancelled test reports that include test name and reason for cancellation.	Yes			This also based upon the type of cancellation

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212	15.05 Provide for a customizable overdue report that would indicate tests such as urine cultures that become overdue at 4 days while blood cultures become overdue at 7 days and CBC overdue at 4 hours.	Yes			
213	15.06 Provide ability to create turnaround time reports by date.	Yes			To result, to validation, to report printing and by shift
214	15.07 Provide a summary report for test usage over a user-definable period of time.	Yes			
215	15.08 Provide physician utilization report (e.g. number of tests requested by a physician).	Yes			
216	15.09 Provide ability to print a list of draws that need to be performed.	Yes			
217	16.0 DATA MINING				
218	16.01 Provide user-friendly report generator with graphical user interface.	Yes			
219	16.02 Provide ability to create reports of previous day test results.	Yes			
220	16.03 Provide ability to create abnormal test value report.	Yes			Via Crystal or other third party report writing tool
221	16.04 Provide ability to create critical test value report.	Yes			Via Crystal or other third party report writing tool
222	16.05 Provide ability to electronically document supervisory review of all critical values	Yes			
223	16.06 Provide ability to generate patient lists (with certain demographic data) who meet specific result criteria for public health reporting.	Yes			
224	16.07 Provide ability to mine any field (textual or numerical) in the data base.	Yes			
225	16.08 Provide ability to write queries using logic in great detail.	Yes			
226	16.09 Support the use of commercially available tools for report generation.	Yes			
227	16.10 Provide ability to save commonly performed searches.	Yes			
228	16.11 Provide ability to schedule automatic, unattended runs of data reports.	Yes			
229	16.12 Provide ability to store supply records.	No		X	
230	16.13 Provide on-line help screens to assist novice users in all applications.	Yes			
231	17.0 INVENTORY				
232	17.01 Allow for entry of expiration dates, batch or received date of supplies, reagents and media with	No		X	
233	18. SECURITY				
234	18.1. Does your product meet and comply with HIPAA standards?	Yes			Our system helps laboratories meet HIPPA requirements. However, please note that there is no HIPPA standards for LIS Software.

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235	18.1.1. If "yes", please provide an overview of how your product achieves HIPAA compliance.	Yes			TD-Synery allows laboratories to control who has access to what data in the application and to audit every single action a user makes while navigating within it. This includes, but is not limited to, viewing of data
236	18.2. Does your product require the use of user names and passwords for user authentication and structured access privileges?	Yes			Yes, our system offers sophisticated User Right's Management functionality based on login credentials.
237	18.3. Does your product provide role-based user access?	Yes			Data access is designed in a way where it is denied until provided access. This access is defined in the roles given to a user. Users may be given multiple roles. There is no limit to the number of different roles that can be created in the system.
238	18.4. Does your product support logging of access to patient information and financial information?	Yes			
239	18.5. Does your product provide data access audit trails for inquiries?	Yes			
240	18.6. Does your product provide data access audit trails for record updates?	Yes			
241	18.8. Does your product support data encryption at the database level?	Yes			User Login Information is encrypted at the database level
242	18.9. Does your product support data encryption at the user level?	Yes			Technidata's Web Outreach module enables encryption with the use of 3rd party tools such as SSL
243	18.10. Does your product support data encryption at the device level?	Yes			See answer to 18.9
244	18.11. Does your product support data encryption at the data transmission level?	No		X	Our understanding of this question is that MCPHL is asking for data to be encrypted between a client PC and the Server (s) on an intranet. If that is not the case, our answer could be different
245	18.12. Does your product support data encryption at other levels?	Yes			
246	18.12.1. If 'yes', please specify these other encryption levels.	Yes			With the use of Technidata's integration engine (Mirth), we are able to transmit HL7 messages in an encrypted YesML package
247	Intentionally left blank				
248	19. Electronic Discovery (e-Discovery).				
249	19.1. Does your product support e-Discovery capabilities for Holds on patient, financial, or other data?				Not enough information is provided for Technidata to accurately answer these questions. Question was posted on BidSync within the specified timeframe and no response was available
250	19.2. Does your product support e-Discovery capabilities for Holds on patient restricted information (e.g.: behavioral health, HIV, etc.)?				Please see response to 19.1

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251	19.3. Does your product support tracking of Holds once the organization has received the Hold notifications?				Please see response to 19.1
252	19.4. Does your product support sequestering a data once a Hold has been required? If 'Yes', please answer the following:				Please see response to 19.1
253	19.5. Does your product support sequestering of data? If 'Yes', please answer the following:				Please see response to 19.1
254	19.5.1. Specify the level of data available for sequestering.				Please see response to 19.1
255	19.5.2. Does your product support sequestering of data within your product solution?				Please see response to 19.1
256	19.5.3. Does your product provide data sequestering solutions external to your product? If 'yes', please answer the following:				Please see response to 19.1
257	19.5.3.1. Specify the sequestering solutions.				Please see response to 19.1
258	19.5.3.2. Specify how the data is extracted to the external solutions.				Please see response to 19.1
259	19.5.4. Provide any additional information related to your products e-Discovery capabilities.				Please see response to 19.1
260	Intentionally left blank				
261	<i>Technical Specifications and Requirements</i>	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
262	1. Deployment Requirements.				
263	1.1. Does your product provide web enabled applications and support technology?	Yes			We offer a web outreach solution for remote test requests and result reviewing. Our Core application can be deployed using thin client technology through the use of Citrix or Terminal Service. We also offer web enabled support technology via VPN connection to the customer's servers
264	1.2. Does your product offer a hosted web-based model?	No		X	Our system is based on an in-vivo client-server model
265	1.3. Define the hardware configurations and requirements for both PCs and peripherals (printers, scanners, mobile devices etc.).	Yes			Please refer to Section 13: Appendix A in the response document
266	1.3.1. Please provide specifications for all required or optional hardware.	Yes			Please refer to Section 13: Appendix A in the response document
267	1.4. Define Internet access requirements (include uploading and downloading recommended speeds) based on user volume.	Yes			Our Web outreach application is true HTML. Therefore, the required bandwidth is 28kb / sec upload and download per user

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268	1.5. What other deployment requirements does your product need for provider's practice to achieve optimal performance of your web-based product?	Yes			Please refer to Section 13.5.1 in the response document
269	1.6. Define the versions for the following software required and/or supported:	Yes			
270	1.6.1. Required Operating System (e.g.: Microsoft xx).	Yes			Server: MS Windows (Server 2003, 2008), Linux (Intel Platform.), Unix (Sun, IBM, HP, etc.) Clients: MS Windows (YesP, Vista, 7, 2003 & 2008 Server)
271	1.6.2. Supported Operating Systems (e.g.: Microsoft Windows xx).	Yes			Server: MS Windows (Server 2003, 2008), Linux (Intel Platform.), Unix (Sun, IBM, HP, etc.) Clients: MS Windows (YesP, Vista, 7, 2003 & 2008 Server)
272	1.6.2.1. Does your product support Microsoft YesP, service pack 3?	Yes			
273	1.6.2.1.1. If 'yes', provide a list of provider's site requirements.	Yes			Please refer to Section 13: Appendix A in the response document
274	1.6.2.1.2. If minimum requirements at the provider's site are not met, specify the list of issues and impacts anticipated.	Yes			Technidata will not support any other configuration than the ones highlighted in Section 13: Appendix A
275	Intentionally left blank				
276	1.6.2.2.1. If 'yes', provide a list of provider's site requirements.	Yes			Duplicate
277	1.6.2.2.2. If minimum requirements are not met, specify the list of issues and impacts anticipated.	Yes			Duplicate
278	1.6.2.3. Does your product support Microsoft Windows 7 in 32 bit and 64 bit configurations?	Yes			At the times of responding to this RFP all modules are compatible with Windows 7 32 and 64 bit configurations except for the TD-Workstation module (to be released this summer)
279	1.6.2.3.1. If 'yes', provide a list of provider's site requirements.	Yes			Please refer to Section 13: Appendix A in the response document
280	1.6.2.3.2. If minimum requirements are not met, specify the list of issues and impacts anticipated.	Yes			Technidata will not support any other configuration than the ones highlighted in Section 13: Appendix A
281	1.6.3. Required web browser and version (e.g.: Internet Explorer 7).	Yes			Internet Explorer 7 & Mozilla Firefox
282	1.6.4. Supported web browsers and versions (e.g.: Mozilla Firefox, version nn).	Yes			Internet Explorer 7 & Mozilla Firefox
283	1.7. Define any other software required for practice and/or remote access.	Yes			Please refer to Section 13 in the response document
284	1.8. Does your product provide remote workstation and peripheral device monitoring, troubleshooting, and problem resolution for subscriber's devices?	Yes			Device monitoring is performed by the software itself (TD-Workstation Module). Remote troubleshooting is possible with Webex or VPN connectivity

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285	1.8.1. If 'yes', please define the tools and requirements of your company to provide this support.	Yes			Please refer to Section 6.1.8.3 in the response document
286	1.8.2. If 'no', please provide the best practice examples of how subscribers manage their device environments for monitoring, troubleshooting, and problem resolution.				
287	1.8.3. If 'no', what does your organization recommend as alternative solutions to assist subscribers with their device management?				
288	1.9. Please specify other hardware, software, third-party, any other technical requirements for using your product, including third-party applications (product and version) not already indicated.	Yes			Please refer to Section 13 in the response document
289	1.10. Include acquisition recommendations for above required products including justifications and expected capital (one time) and operating (ongoing support) costs.	Yes			Please refer to Section 13 in the response document
290	1.11. Specify the technology requirements for remote access of:	Yes			
291	1.11.1. Device and peripheral requirements.	Yes			Please refer to Section 13.5.2.3 in the response document
292	1.11.2. Wireless connectivity to laptops, workstations, PDAs (personal digital assistants).	Yes			Please refer to Section 13.5.2.3 in the response document
293	1.11.3. Provide specifications and/or requirements for access security provisions and encryption.	Yes			Please refer to Section 13 in the response document
294	1.11.4. Provide specifications and/or requirements for compliance with HIPAA privacy and security needs.	Yes			Our system helps laboratories meet HIPAA requirements. However, please note that there is no HIPAA standards for LIS Software.
295	1.11.5. Provide specifications and/or requirements for performance monitoring - application, system, and network (if applicable).	Yes			The application has built in performance and capacity monitoring.
296	1.11.6. Provide specifications and/or requirements for capacity monitoring – application, system, and networking (if applicable).	Yes			The application has built in performance and capacity monitoring.
297	3. System Architecture.				
298	3.1. Provide your product's system architecture in narrative and in schematic formats.	Yes			Please refer to Appendix A in the response document
299	3.2. Describe current state and future direction and include the following in your description:	Yes			
300	3.2.1. Technical design and requirements.	Yes			The current state of the application enables users to deploy either on Unix, Linux or Windows. This will continue to be the case for the foreseeable future
301	3.2.2. Performance capabilities.	Yes			The software is only limited by the Operating System and Hardware

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					technology available in the market today
302	3.2.3. System availability results (e.g.: planned up time; scheduled down time; how unscheduled downtime is handled, etc.)	Yes			System availability would be limited by the Hardware architecture chosen to run TD-Synergy. During implementation, Technidata will provide the with the optimal configuration based on uptime required
303	3.2.4. Scalability capacities.	Yes			TD-Synergy is not limited in the usage of any technology available in the market today to improve system scalability
304	3.3. Describe your product's strategy for high availability and redundancy.	Yes			TD-Synergy can use NAS, SAN, hot or cold backup technology as well as clustering to improve architecture availability
305	3.4. Define any additional solutions or products required to achieve optimal performance, availability, and scalability.	Yes			Please refer to Section 13: Appendix A in the response document
306	3.5. Define any common constraints, challenges, and dissatisfiers current users have noted.	Yes			Any challenges, constraints and dissatisfactions from our users are expressed during our annual users groups and gradually added (or in some cases removed) from the application as driven by the customer base
307	3.5.1. Please provide the common solutions or workarounds developed to address the above constraints, challenges, and dissatisfiers.	Yes			None applicable
308	4. Database Architecture.				
309	4.1. Provide your product's database architecture and product use (e.g.: Oracle, MS SQL Server, others) and the version used on your current product release.	Yes			Our product runs on a dual database architecture with a Production & Management Database server. Our Management database is a relational database (RDBMS) and we support both Oracle and MS SQL. The current versions supported are Oracle 10+ and SQL 2005+
310	4.2. Provide your product's data model.	Yes			Upon execution of SLSA & SMA
311	4.3. Provide a description of your product's scalability and list requirements to achieve the described scales.	Yes			TD-Synergy is a modular LIS, capable of being deployed in a modular fashion (Core Lab, Micro, Genetics, etc.) and in laboratories of all sizes. Our smaller laboratories manage single instrument connection and some of our larger sites have multi-site organizations with volumes greater than 15,000 daily accessions
312	4.4. Is your database scalable?	Yes			
313	4.4.1. If 'yes', please describe how your product achieves scalability.	Yes			Our application runs on a relational database that is sized depending upon the present and expected / future laboratory requirements.
314	4.5. Is your database extensible?	Yes			

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315	4.6. Describe your plan to process and store the volume of data needed to accommodate your projected growth of clients and/or providers over the next year while meeting the performance standards requirements referenced in Section 7 - "Performance Metrics and System Availability Measures", below.	Yes			When sizing hardware, we refer to known performance metrics and provide the disk storage for 5 years of online data based on customer projected growth
316	4.6.1. Describe your plan to process and store the volume of data needed to accommodate double your projected growth of clients and/or providers over the next year while meeting the performance standards requirements reference section 7 - "Performance Metrics and System Availability Measures" below.	Yes			Duplicate
317	5. Performance Metrics and System Availability Measures.				
318	Intentionally left blank				
319	5.1.1. Amount of planned/scheduled downtime per month (e.g.: "not to exceed 'x' number of hours per month").	Yes			There is no scheduled downtime other than scheduled upgrades. The amount of time required for version upgrades depends on the complexity of the particular upgrade.
320	Intentionally left blank				
321	Intentionally left blank				
322	<p>Example: The month of April is 30 days with 24 hours per day or 720 Available Hours. No scheduled downtime is planned for April. One (1) hour of unscheduled downtime occurs in April, thus actual Available Hours are 719 hours. Formula: $(719/720) * 100\% = 99.86\%$, therefore Availability Goal of 99.90% would not be met.</p>				
323	5.1.2.2. If 99.90% is not contractually achievable, please specify your product's availability metric.	Yes			TD-Synergy will achieve 99.90% availability on hardware achitecture designed for 99.90% availability
324	5.1.3. Provide the process and/or methodology for subscriber's notification of scheduled and/or unscheduled downtime and return to normal operations.	Yes			Scheduled downtime only takes place during upgrades. Technidata would communicate and inform the client of scheduled downtime necessary to achieve the upgrade
325	5.1.4. Provide monthly availability reports that will be provided to subscribers by the 10th of each month, for the prior month's availability.	N/A			This is not available because our system is not a Hosted solution and has minimal downtime over the product's usage life
326	5.1.4.1. Product will provide consolidated and subscriber specific availability reports.	N/A			Our system is not a Hosted solution and has minimal downtime over the product's usage life
327	5.1.5. Please include the amount of time for the system to respond for the following functions:				With approved Hardware and 3rd Party Software:
328	5.1.5.1. User Logon.	Yes			<1 second
329	5.1.5.2. Patient Select.	Yes			<1 second
330	5.1.5.3. Patient Order Entry - update/commits to the database.	Yes			<1 second

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331	5.1.5.4. Other functions - please specify.	Yes			In general less than 1 second. Some functions may take longer such as complex queries on large amounts of data
332	5.1.6. Provide the process and/or methodology for the notification to subscriber of any performance issues and subsequent return to normal operations.	Yes			Duplicate
333	5.1.7. Provide monthly performance reports to the subscribers by the 10th of the current month for the prior month's availability.	N/A			Duplicate
334	5.1.7.1. Product will provide consolidated and subscriber specific availability reports.	N/A			Duplicate
335	5.1.8. Specify the product's daily, monthly, or other interval for routine maintenance for backups, data recovery, or other purposes.	Yes			There is an automatic backup process that runs nightly. Most of the system functions remain up and running during this time.
336	5.1.8.1. Will the product be operational during the routine maintenance?	Yes			See response to Question 5.1.8 above
337	5.1.8.1.1. If 'no', specify the hours of the day and amount of time required for the routine maintenance.				
338	6. Security.				
339	6.1. Specify the various features, levels, and procedures related to the following product security items:	Yes			
340	6.1.1. System.	Yes			All Windows security capabilities are available. Ex: Windows Active Directory, Administrative / Security Roles, etc. For more information, please refer to Section 16.2.6 in the response document
341	6.1.2. Data.	Yes			Please refer to Section 14.2.6 in the response document
342	6.2. If your product utilizes a shared data center or ISP hosted environment, specify how multiple subscribers' data will be segregated and secured.	N/A			
343	6.2.1. Does your product have multi-facility logic?	Yes			Please refer to Section 14.2.8

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344	6.2.2. Specify how your product has been architected to prevent data and system security breaches (e.g.: hackers, unauthorized personnel, etc.).	Yes			Aside from data encryption, TD-Synergy offers disconnection timeout, automated inactivity invalidation, invalidation after several consecutive unsuccessful attempts, obligation to change password in regular intervals, minimum time frame prior to reusing passwords and so on. The user can configure the system for passwords containing a specific length as well as a composition of alpha and numeric characteristics. Additionally a user-definable list of unacceptable passwords can be utilized. Also, we do support the ability for a single user logon which can used the clients windows login password and architecture so that they only log on once to the computer and not to the TD-Synergy application
345	6.3. Specify your product's current login and authentication process, including role-based access.	Yes			We use Windows Active Directory
346	6.4. Specify your product's capability for system and data logging, monitoring, tracking, and reporting.	Yes			The system has the capability of activating trace files for logging and monitoring communication. In addition, we have an Audit database that records all transactions
347	6.5. Specify the procedures or best practices regarding the loss of a laptop or device with confidential patient information and recovery or reporting of this loss.	Yes			Inactivation of user login and device connectivity are possible
348	6.6. Specify the procedures or best practices regarding inappropriate access of confidential patient information by an unauthorized person.	Yes			Is is the responsibility of the client to ensure that only appropriate individuals access confidential patient information. TD-Synergy offers the ability to define user roles based upon work requirements / needs and the client is able to use these administrative functions to prevent this circumstance

EXHIBIT G**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1. *Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.*
 - 3.2. *The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.*
 - 3.3. *The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.*
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2. Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3. County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4. County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5. The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.



SOFTWARE LICENSE AND SUPPORT SERVICES CONTRACT AGREEMENT

Agreement entered into in Phoenix, this 1st day of October 2016.

BETWEEN: **Technidata America Medical Software, LLC**, located at 2 East Congress Street, Suite 900 - #131, Tucson AZ 85701, represented herein by Claire Jolicoeur, duly authorized as she so declares;

(Hereinafter "**Technidata** ")

AND: **MARICOPA COUNTY**, a political subdivision of the State of Arizona, having its head office at 1645 E. Roosevelt Street, Phoenix, AZ, 85006 represented by Kevin Tyne, duly authorized as he so declares;

(Hereinafter the "**Client**")

WHEREAS Technidata SAS (France) has developed a software designed to manage laboratory information (hereinafter the "**Software**") and holds all intellectual property rights to the Software;

WHEREAS Technidata is a distributor of the Software in United States of America and offers Support Services for the Software;

WHEREAS the Client wishes to use the Software for its activities and to use the Support Services offered by Technidata, and Technidata agrees to provide such services to the Client;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

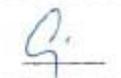
I. **SOFTWARE LICENSE AGREEMENT**

**ARTICLE I
DEFINITIONS**

1.1 Capitalized terms used herein and not otherwise defined will have the following meanings:

Acceptance Period means the period of time beginning on the date of **Live Operation** thereof and ending twenty (20) days thereafter.


Client Initials


TDAMS Initials



Agreement means this License Agreement, including Schedules attached hereto or incorporated herein by reference, as it may be amended in writing from time to time.

Business Associate Agreement means that document referenced in paragraph 10.4, and attached hereto and marked as Schedule 1.

Documentation means the End-User documentation provided in electronic or hard copy form by TDAMS for the **Software**, and which describes its use and operation.

Dongle means a copy protection device which controls access to the **Software** licensed hereunder, without which the **Software** will not function.

Effective Date means the date TDAMS receives a firm order

Extended Acceptance Period means the fifteen (15) day period beginning at the end of the **Acceptance Period** or any **Extended Acceptance Period**, as the case may be.

Final Acceptance means the expiration of either the **Acceptance Period** or any **Extended Acceptance Period**, as the case may be.

Hardware means the computer hardware that is required to operate the **Software**.

Implementation or **Implement** means the process by which the **Software** is installed, implemented and adapted for use by Client as set forth in this Agreement.

Implementation and Training Fee means the amount that is charged for the **Implementation** and **Training** services specified therein.

Implementation Schedule means the schedule of tasks for the implementation of the **System** and the assignment of responsibility for the completion of those tasks.

Interface means a program, including protocols, connections, and/or mapping necessary for data processing communications between those of Client's automated instruments chosen to be interfaced and TDAMS' instrument connectivity /workstation software application.

Interface Specifications means the set of specifications necessary to create an **Interface**.

License means the right to use the **Software** within the parameters specified in this **Agreement** and any and all addenda hereto.

License Fee means the amount charged for the **Software**.

Live Operation means the time at which the **Software** is used in a production, rather than a test, mode.


Client Initials


TDAMS Initials



Nonconformity means a material and reproducible failure of the **Software** to conform to a warranty specified in Paragraph 3.1 of this **Agreement**.

Proprietary Information means the **Software** and the **Documentation**.

Release means a new or updated version of the **Software**.

Software or **Software Module(s)** means the module(s) being licensed hereunder.

Software Maintenance means all of the following elements which are then applicable: (i) providing corrective maintenance in the form of modifications, enhancements, or functional changes to the **Software** in order to correct any failure of the **Software** to operate as warranted; (ii) resolving **Software** errors causing or caused by **Software** malfunctions; and (iii) providing upgrades to the **Software**, as and when determined by TDAMS, to improve its capabilities and/or functionality.

Software Maintenance Agreement means that document executed by Client and TDAMS, which provides the rights and obligations of the parties with respect to the provision of **Software Maintenance** by TDAMS to Client.

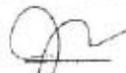
System means the integrated unit consisting of the **Software**, the **Hardware**, the **Interface(s)**, and the **Documentation**.

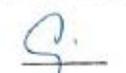
Test Period means the period of time beginning the day after the **Software** is installed on the **System** and available for use, and ending on the day preceding the date of **Live Operation**.

Third Party Products means non TDAMS programs identified to operate the **Software**.

Training means those services provided by TDAMS that are designed to educate Client in the use, functionality and operation of the **Software**.

Warranty Period means the period of time beginning on the date of **Final Acceptance** and ending thirty (30) days thereafter.


Client Initials


TDAMS Initials

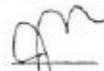


**ARTICLE II
SCOPE OF AGREEMENT**

- 2.1 Subject to the fulfillment of Client's obligations hereunder, TDAMS grants to Client a perpetual, non-transferable, nonexclusive license to use the Software under the conditions specified herein.
- 2.2 TDAMS will license the Software and provide the services at the prices as set out in the offer.
- 2.3 Client is licensed to use the Software for which TDAMS has provided a Dongle, for Client's own internal purposes, subject to all of the terms and conditions contained herein. For each Dongle related to a particular Software Module, Client may operate only one copy of the Software Module in a production mode at any one time.
- 2.4 Client understands that the number of its employees who may access the Software at any one time is limited by the number of fix or concurrent users licensed.
- 2.5 Client will not attempt to decompile, disassemble, or reverse engineer the Software. Client will not, directly or indirectly, allow access to or the use of the Software or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than as specifically licensed herein.
- 2.6 Client may make one copy of the Software for archival and backup purposes and a reasonable number of copies of the Documentation for use by its authorized employees provided that all such copies of the Software and of the Documentation contain all proprietary notices originally appearing on the copies provided to Client by TDAMS.

**ARTICLE III
WARRANTIES & DISCLAIMER**

- 3.1 TDAMS warrants that the Software furnished hereunder: (i) will be compatible with and operate on the Hardware; (ii) will contain the Software, which TDAMS has the legal right to distribute; and (iii) will operate substantially according to the Documentation during the Warranty Period. The warranties provided herein shall not apply if Client: (a) is unable to use the Software in a substantive way as a result of the effect of any hardware, instrument or other software or interface to the Software, or as a result of any inaccurate or incomplete data provided to the Software; or (b) does not have a current Software Maintenance Agreement with TDAMS.


Client Initials


TDAMS Initials



- 3.2 During the Warranty Period TDAMS will correct any Nonconformity by performing Software Maintenance at no charge to Client.
- 3.3 THE WARRANTIES SET FORTH IN THIS ARTICLE III ARE IN LIEU OF, AND TDAMS HEREBY DISCLAIMS, ALL OTHER WARRANTIES AS TO THE SOFTWARE AND THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.
- 3.4 CLIENT UNDERSTANDS AND AGREES THAT TDAMS PROVIDES NO WARRANTIES OF ANY KIND FOR HARDWARE OR ANY THIRD PARTY PRODUCT; THE SOLE ITEM(S) FOR WHICH THERE IS A WARRANTY IS THE TDAMS SOFTWARE BEING LICENSED HEREUNDER, AND SUCH WARRANTY IS LIMITED TO THAT PROVIDED IN PARAGRAPH 3.1, AND THEN ONLY DURING THE WARRANTY PERIOD.

**ARTICLE IV
HARDWARE; THIRD PARTY PRODUCTS**

- 4.1 Client may elect to purchase the Hardware from TDAMS, or from other sources. In either event the Hardware configuration must be equivalent to or greater than that is specified by TDAMS. Client also agrees to purchase a hardware maintenance agreement for the hardware utilized for the System. The general recommended hardware and communications environment is specified by TDAMS, but will be finalized following the provision by Client to TDAMS of additional information required to appropriately configure the hardware environment.
- 4.2 Payment for the Hardware, if it is supplied by TDAMS, shall be as specified in the offer. TDAMS shall retain a purchase money security interest in the Hardware until full payment therefor by Client. After payment to TDAMS, title to and ownership of the Hardware shall be in Client.
- 4.3 Client will prepare its installation site prior to Hardware delivery, and will install and connect all cabling and hardware, including computer terminals and workstations. Client will be responsible for the cost and all other aspects of the maintenance and repair of the Hardware.
- 4.4 Client will purchase the Third Party Products required for the System. Each such program and the license to use it is subject to the terms and conditions specified by the owner thereof. All licenses and maintenance fees for such programs are the Client's responsibility.

Handwritten initials of the client, appearing as 'J J' in a cursive style.

Client Initials

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TDAMS Initials

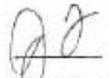


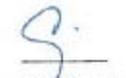
**ARTICLE V
TRAINING AND IMPLEMENTATION**

- 5.1 Either before or promptly following the execution of this Agreement, Client will appoint a System Manager who shall act as the primary contact person for Client in connection with the implementation and use of the System.
- 5.2 TDAMS will assist in implementing the System for Client in its environment and in training its System Manager.
- 5.3 The training room utilized at Client's facility must be configured as specified by TDAMS, and must be tested and fully operational at least two days before a training session begins.

**ARTICLE VI
LICENSE FEE, PAYMENT, AND TAXES**

- 6.1 All fees for the Software and related services to be provided by TDAMS under this Agreement will be itemized in the offer and will be paid according to the Payment Schedule contained in the offer.
- 6.2 TDAMS will provide Client with a sign-off for each milestone prior to invoicing for each payment. Client will execute the sign-off upon completion of each milestone and process each invoice for payment to TDAMS.
- 6.3 Client will reimburse TDAMS for all reasonable out-of-pocket expenses incurred by TDAMS while performing its duties hereunder. These include, but are not limited to, all travel and per diem expenses incurred by TDAMS in connection with training and installation of the System at Client's site. Payment of these amounts is due within thirty (30) days following the date of the invoice.
- 6.4 The License Fee does not include any taxes. Client agrees to pay any tax in the nature of a sales or use tax, and any duties based upon amounts payable hereunder, (exclusive of taxes based upon the income or gross receipts of TDAMS), and upon Client's use or possession of the System. If Client is exempt from the payment of any of these taxes, Client will provide TDAMS with a certificate evidencing such exemption issued by the applicable taxing authority. If any such tax is paid by TDAMS, Client will promptly reimburse TDAMS upon receipt by Client of proof of payment of same by TDAMS.


Client Initials


TDAMS Initials



**ARTICLE VII
TEST PERIOD; ACCEPTANCE PROCESS**

- 7.1 Client agrees that during the Test Period it will: (i) vigorously exercise and use the Software in order to become familiar with its features, functions and operation; and (ii) run such tests, scripts and validation as it deems appropriate in order to validate the correctness and appropriateness of the output and results of the Software and the System. At the end of the Test Period, Live Operation will occur.
- 7.2 At the conclusion of the Test Period, Client will execute TDAMS' form verifying that Client has performed as specified in paragraph 7.1, is satisfied with the results thereof, and is prepared to enter the Live Operation phase.
- 7.3 Client agrees that during the Acceptance Period it will actively and vigorously utilize and evaluate the System in order to approve it for Final Acceptance.
- 7.4 If Client discovers a Nonconformity during the Acceptance Period, Client will notify TDAMS, who will promptly correct such Nonconformity and notify the Client when the correction has been made.
- 7.5 In the event that a Nonconformity exists at the end of the Acceptance Period, Client will notify TDAMS and an Extended Acceptance Period will begin. TDAMS will promptly correct the Nonconformity and notify Client when the correction has been made.
- 7.6 In the event that TDAMS has not corrected any Nonconformity at the end of the Extended Acceptance Period, Client may either: (i) request again that TDAMS correct the Nonconformity, whereupon TDAMS will promptly attempt to do so; or (ii) terminate this Agreement in the manner specified in Paragraph 8.4, whereupon Client will comply with the provisions of Paragraph 8.3, and TDAMS will refund to Client all of the License Fee previously paid to TDAMS.
- 7.7 If Client elects 7.6(i), then after TDAMS gives notice of its correction of the Nonconformity, the Extended Acceptance Period will begin anew, and Client will once again have the rights specified in Paragraph 7.6.
- 7.8 Final Acceptance will occur: (i) if during the Acceptance Period or any Extended Acceptance Period Client notifies TDAMS of its acceptance of the Software, or (ii) if Client does not notify TDAMS of any Nonconformity at the end of the Acceptance Period

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Client Initials

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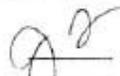
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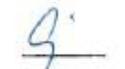


or at the end of any Extended Acceptance Period in the event a Nonconformity has been previously reported and corrected.

**ARTICLE VIII
TERMINATION**

- 8.1 In the event of TDAMS' breach of Paragraph 3.1 prior to Final Acceptance, after complying with Paragraph 8.4 below, Client has the right to terminate this Agreement and the license granted hereunder and receive a refund of all of the License Fees previously paid by Client to TDAMS. In the event of any other breach of this Agreement by TDAMS, or in the event of a breach of Paragraph 3.1 by TDAMS after Final Acceptance, the rights and remedies of Client are only those specified in paragraph 8 of the Software Maintenance Agreement between TDAMS and Client.
- 8.2 In the event of Client's breach of any material term of this Agreement, after complying with Paragraph 8.4, TDAMS has the right to terminate this Agreement and the license granted hereunder. A termination by TDAMS will not relieve Client of any payments due hereunder.
- 8.3 Upon any termination of this Agreement, Client will immediately cause the Software to be erased from all computer storage medium or device(s) in which it has been placed or stored, and will certify to TDAMS in writing that it has so erased the Software. Client will also promptly return to TDAMS all Dongles, and all Documentation and copies thereof.
- 8.4 A party alleging that the other party has breached this Agreement must provide such other party written notice setting forth the specific instance(s) of breach. The party receiving the notice will have 45 days after receipt of that notice to cure the breach. If the breach either remains uncured, or substantial steps have not been taken to cure the breach within the 45-day period, the other party may terminate this Agreement.
- 8.5 The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein which: (i) the parties have expressly agreed will survive any such expiration or termination; or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the parties' respective obligations under paragraphs 8.3, 9.1, 9.2, 9.3, 10.1 - 10.3, 10.5, 12.1, 13.1 - 13.4, 13.10, 14.3 - 14.7, and 14.10 - 14.12 shall survive such expiration or termination.


Client Initials


TDAMS Initials



**ARTICLE IX
LIMITATION OF LIABILITY**

- 9.1 EXCEPT FOR TDAMS' RESPONSIBILITIES UNDER ARTICLE XI, TDAMS' MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO TDAMS BY CLIENT UNDER THE TERMS OF THIS AGREEMENT.
- 9.2 IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT FOR, AND CLIENT HEREBY AGREES TO HOLD TDAMS HARMLESS OF AND FROM ANY CLAIMS FOR: (I) LOST PROFITS AND INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE POSSIBILITY OF THE EXISTENCE OF SUCH DAMAGES HAS BEEN COMMUNICATED TO TDAMS AND REGARDLESS OF WHETHER TDAMS HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES; AND (II) EXCEPT FOR TDAMS' RESPONSIBILITIES UNDER ARTICLE XI, FOR ANY THIRD PARTY CLAIM ARISING OUT OF OR RELATED TO THE USE BY CLIENT OF THE SYSTEM, THE THIRD PARTY PRODUCTS, OR THE SOFTWARE.
- 9.3 IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR, AND CLIENT AGREES TO HOLD TDAMS HARMLESS FROM, ANY DAMAGES THAT RESULT FROM CLIENT'S USE OF ANY THIRD PARTY PRODUCT.

**ARTICLE X
PROPRIETARY INFORMATION**

- 10.1 Client acknowledges that the Software contains valuable and confidential Proprietary Information that belongs to TDAMS and to others from whom TDAMS has the right to distribute products contained in the System. Client agrees that the Software and all other material furnished hereunder are provided for Client's exclusive use for the purpose of this Agreement only and will be held in confidence. Client agrees to protect the Proprietary Information with the same degree of care a reasonably prudent person would take to protect its own most valuable proprietary information. Client agrees not to disclose the Proprietary Information to others or to duplicate it in whole or in part except as explicitly permitted herein.
- 10.2 Neither party will be liable to the other in the event it discloses any proprietary information of the other which: (i) is within the public domain at the time of disclosure; (ii) is or becomes publicly available without breach of this Agreement by the disclosing

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TDAMS Initials



**ARTICLE IX
LIMITATION OF LIABILITY**

- 9.1 EXCEPT FOR TDAMS' RESPONSIBILITIES UNDER ARTICLE XI, TDAMS' MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO TDAMS BY CLIENT UNDER THE TERMS OF THIS AGREEMENT.
- 9.2 IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT FOR, AND CLIENT HEREBY AGREES TO HOLD TDAMS HARMLESS OF AND FROM ANY CLAIMS FOR: (I) LOST PROFITS AND INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE POSSIBILITY OF THE EXISTENCE OF SUCH DAMAGES HAS BEEN COMMUNICATED TO TDAMS AND REGARDLESS OF WHETHER TDAMS HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES; AND (II) EXCEPT FOR TDAMS' RESPONSIBILITIES UNDER ARTICLE XI, FOR ANY THIRD PARTY CLAIM ARISING OUT OF OR RELATED TO THE USE BY CLIENT OF THE SYSTEM, THE THIRD PARTY PRODUCTS, OR THE SOFTWARE.
- 9.3 IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR, AND CLIENT AGREES TO HOLD TDAMS HARMLESS FROM, ANY DAMAGES THAT RESULT FROM CLIENT'S USE OF ANY THIRD PARTY PRODUCT.

**ARTICLE X
PROPRIETARY INFORMATION**

- 10.1 Client acknowledges that the Software contains valuable and confidential Proprietary Information that belongs to TDAMS and to others from whom TDAMS has the right to distribute products contained in the System. Client agrees that the Software and all other material furnished hereunder are provided for Client's exclusive use for the purpose of this Agreement only and will be held in confidence. Client agrees to protect the Proprietary Information with the same degree of care a reasonably prudent person would take to protect its own most valuable proprietary information. Client agrees not to disclose the Proprietary Information to others or to duplicate it in whole or in part except as explicitly permitted herein.
- 10.2 Neither party will be liable to the other in the event it discloses any proprietary information of the other which: (i) is within the public domain at the time of disclosure; (ii) is or becomes publicly available without breach of this Agreement by the disclosing

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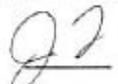
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- 11.3 Client agrees that if the operation of the Software becomes, or in the opinion of TDAMS is likely to become the subject of a patent, copyright or trade secret infringement claim, Client will permit TDAMS, at TDAMS' option and expense, to: (i) promptly procure for Client the right to continue to use the Software; or (ii) replace the Software with an alternative that functions substantially the same; or (iii) modify the Software so that it becomes non-infringing, but in a manner which causes it to function substantially the same as it had prior to modification.
- 11.4 If Client fails to permit TDAMS to act as specified in Paragraph 11.3, TDAMS' obligation(s) under this Article XI will immediately terminate and Client will have no recourse against TDAMS for breach of any of the warranties contained in this Article XI.
- 11.5 This Article states TDAMS' entire obligation to Client regarding patent, copyright, and trade secret infringement. Nothing in this Article will be deemed to grant Client any rights in regard to modification or use of the Software other than or in addition to those otherwise granted in this Agreement.

**ARTICLE XII
SOCIAL SECURITY ACT**

- 12.1 For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, TDAMS agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
- i. Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, TDAMS will make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the contract and books, documents, and records of TDAMS that are necessary to certify the nature and extent of such costs; and
 - ii. If TDAMS carries out any of the duties of this contract through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization (as that term is defined in C.F.R. Section 405.427[b]), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract


Client Initials


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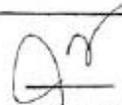


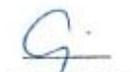
and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

13. none

[A1]ARTICLE XIV
GENERAL PROVISIONS

- 14.1 Each and every Schedule to this Agreement is incorporated herein by reference in its entirety, the same as though fully set forth at length herein.
- 14.2 This Agreement supersedes all prior agreements, understandings, and negotiations, and it constitutes the entire agreement between the parties relating to the subject matter hereof.
- 14.3 This Agreement cannot be modified, terminated, nor any provision waived, other than by the express written agreement of the parties.
- 14.4 Any action or claim for breach of any obligation hereunder shall be commenced before the first to occur of the following: (i) the expiration of the applicable statute of limitations period established by Arizona law; or (ii) one (1) year after the cause of action accrues. Any action or claims brought after such period shall be barred.
- 14.5 Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery company; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties.
- 14.6 Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.
- 14.7 In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the prevailing party shall be entitled to recover such sum as the arbitrator or court may adjudge reasonable as the prevailing party's costs, disbursements and attorney fees at hearing, trial and on any appeal.
- 14.8 Neither party will be in breach of this Agreement and will be excused from liability for any failure to perform or delay in performance if the failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, terrorist act,


Client Initials


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act of God, riot, war, government regulation, major accident, or failure of suppliers of subcontractors.

- 14.9** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date.
- 14.10** Client may assign this Agreement to any corporation that owns Client in whole or in part or to any partnership or joint venture in which Client or any such corporation is a partner or joint venturer, provided that such assignee agrees in writing to be bound by all of the terms hereof inuring to the benefit of TDAMS, that only the Software licensed hereunder is operated for the facility licensed herein at any given time and, further, that the Agreement is not assigned to any competitor of TDAMS. Any other assignment is invalid without TDAMS' prior express written consent.
- 14.11** This Agreement will be governed by and construed under the laws of the State of Arizona.
- 14.12** In the event of any conflict or inconsistency in the interpretation of this Agreement (including its Schedules), such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Schedules. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities herein shall not be construed against either party. All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.



II. SOFTWARE MAINTENANCE AGREEMENT

1. When used throughout this SMA, the following terms will have the meanings defined herein. Otherwise, terms used herein will have the meanings defined in the License Agreement.

Agreement means the License Agreement between the parties executed of even date herewith, including all Schedules attached thereto and incorporated therein by reference, as it may be amended from time to time.

Effective Date of this SMA means the date TDAMS receives a firm order.

Initial Term of this SMA means the period of time beginning on the first day following expiration of the Warranty Period and ending on September 30 of that year.

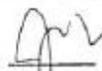
Renewal Term of this SMA means each annual period following conclusion of the Initial Term.

Software Maintenance means all of the following elements which are then applicable: (i) providing corrective maintenance in the form of modifications, enhancements, or functional changes to the Software in order to correct any failure of the Software to operate as warranted; (ii) resolving Software errors causing or caused by Software malfunctions; and (iii) providing upgrades to the Software to improve its capabilities and/or functionality, as and when determined by TDAMS.

Software Maintenance Agreement or "SMA" means this agreement.

Software Maintenance Fee means the annual amount specified in the offer which is to be paid by Client to TDAMS for the provision by TDAMS of Software Maintenance.

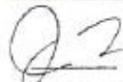
2. TDAMS will provide Software Maintenance Services to Client. In the event that Client notifies TDAMS to increase the number of concurrent users for the Software or the System, or if Client licenses additional Software or secures additional services from TDAMS, the Software Maintenance Fee will be increased accordingly.
3. For the Initial Term, Client agrees to pay the Software Maintenance Fee, in advance, without demand, set-off, or counterclaim. For each Renewal Term, Client shall pay annually a Software Maintenance Fee, adjusted, if at all as provided herein, upon billing by TDAMS in October of each such Renewal Term. All reasonable travel-related expenses resulting from services requested or supplied under this SMA will also be paid by Client. All invoices are due within thirty (30) days following the date of the invoice. Invoices not paid within thirty (30) days of the date set forth on the invoice will be subject to, and Client will pay, late charges equal to the lesser of 1.5% per month or the highest interest rate allowable by applicable law.


Client Initials


TDAMS Initials



4. The System Manager will be the primary contact person with TDAMS and will monitor all System activities performed by both TDAMS and Client. Client will supply a mutually acceptable VPN or similar solution that allows remote access from TDAMS to the Client's System. TDAMS requires the following capabilities once remote connectivity is established: Telnet access to the System, remote control of the System, and a secure/encrypted method for transferring files between the System and TDAMS.
5. TDAMS warrants that it will provide Software Maintenance during the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, Eastern holidays excepted. For purposes of establishing standard follow-up procedures with Client, TDAMS classifies each request for service based upon the following severity scale:
- P1:** These are critical incidents preventing use of essential functions of TECHNIDATA products and/or compromising patient safety.
- These incidents do not have workaround solutions.
 - These incidents are processed 24 hours per day, 7 days per week, including holidays.
 - A support specialist will contact you within 30 minutes.
- P2:** These are high priority incidents partially preventing use of TECHNIDATA products without compromising patient safety.
- A workaround solution is available, but may require additional effort.
 - These incidents are processed during normal business hours only.
 - A support specialist will contact you within 4 business hours of incident creation.
- P3:** These are incidents or questions of lower priority with minimal to no impact on system operation & performance. In other words, they do not affect production and/or result interpretation nor compromise patient safety
- A workaround solution does not require any additional effort or the situation as is functions.
 - These incidents are processed during normal business hours only.
 - A support specialist will contact you within 1 business day of incident creation.
6. THE WARRANTIES SET FORTH IN PARAGRAPH 5 ARE IN LIEU OF, AND TDAMS HEREBY DISCLAIMS, ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.


Client Initials


TDAMS Initials



7. This SMA will automatically renew after the Initial Term, for successive one-year terms, unless either party gives written notice of non-renewal to the other party not less than sixty (60) days prior to the expiration of the term or the then-current renewal term. Software Maintenance Fees for renewal terms of this SMA will be at and under TDAMS' then-prevailing prices and conditions.
8. If TDAMS breaches its warranty as specified in Paragraph 5, then Client will elect one of the following remedies only: (i) to continue the SMA in full force and effect and receive a credit in the amount of one month's Software Maintenance Fee; or (ii) to terminate the SMA, in which event Client will be entitled to a pro-rata refund of the Software Maintenance Fee paid to TDAMS for the period TDAMS was in material breach of its warranty and for any period after the effective date of such termination for which Client had pre-paid the Software Maintenance Fee.
9. TDAMS' MAXIMUM LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS SMA, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT SPECIFIED IN PARAGRAPH 3.
10. IN NO EVENT WILL TDAMS BE LIABLE TO CLIENT FOR, AND CLIENT WILL HOLD TDAMS HARMLESS OF AND FROM, ANY CLAIMS FOR: (I) LOST PROFITS AND INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE POSSIBILITY OF THE EXISTENCE OF SUCH DAMAGES HAS BEEN COMMUNICATED TO TDAMS AND REGARDLESS OF WHETHER TDAMS HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES; AND (II) FOR ANY THIRD PARTY CLAIM ARISING OUT OF OR RELATED TO THE USE OF THE SOFTWARE AND/OR THE SYSTEM.
11. This SMA supersedes all prior agreements, understandings, and negotiations, and it constitutes the entire agreement between the parties relating to the subject matter hereof.
12. In the event that any provision hereof or its application in any circumstances is determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this SMA and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, invalid, or unenforceable will not be affected thereby, and each remaining provision hereof, will continue to be valid and may be enforced to the fullest extent permitted by law.

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Client Initials

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TDAMS Initials



13. Neither party will be deemed in default of this SMA and will be excused from liability for any failure to perform or delay in performance if said failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, act of God, riot, war, government regulation, major accident, or failure of suppliers or subcontractors.
14. The parties understand and agree that Client is or may be a Covered Entity under HIPAA. Accordingly, the parties acknowledge and agree that this transaction may be impacted by HIPAA and other state and federal laws, rules, and/or regulations relating to the privacy, confidentiality, and security of patient information as well as other subjects. As required under the HIPAA Privacy Rule (45 CFR Part 164), a business associate agreement is incorporated as Schedule 1 to this SMA.
15. For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, TDAMS agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
- i. Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, TDAMS will make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the contract and books, documents, and records of TDAMS that are necessary to certify the nature and extent of such costs; and
 - ii. If TDAMS carries out any of the duties of this contract through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization (as that term is defined in CFR Section 405.427[b]), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
16. The parties agree that any dispute between them arising out of or from this SMA shall be handled in the following manner: (a) Client's System Manager and TDAMS' Implementation Manager shall in good faith attempt to resolve any dispute arising hereunder within ten (10) business days after a written request for such dispute resolution by either party; (b) If Client's System Manager and TDAMS' Implementation Manager do not resolve the dispute within such time, then the dispute shall be referred for resolution to Client's CEO or President or its or their designee, and to TDAMS'

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Client Initials

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TDAMS Initials



Executive Vice President, and these persons shall in good faith attempt to resolve the dispute within ten (10) business days from the date it is referred to them.

17. none
18. Any action or claim for breach of any obligation hereunder shall be commenced before the first to occur of the following: (i) the expiration of the applicable statute of limitations period established by Arizona law; or (ii) one (1) year after the cause of action accrues. Any action or claims brought after such period shall be barred.
19. Client agrees to pay any tax in the nature of a sales or use tax and any duties based upon amounts payable hereunder (exclusive of taxes based upon the income or gross receipts of TDAMS) and upon Client's use or possession of the Software or the System. If Client is exempt from the payment of any of these taxes, Client will provide TDAMS with a certificate evidencing such exemption issued by the applicable taxing authority. If any such tax is paid by TDAMS, Client will promptly reimburse TDAMS upon receipt by Client of proof of payment of same by TDAMS.
20. Each and every Schedule to this SMA is incorporated herein by reference in its entirety, the same as though fully set forth at length herein.
21. This SMA supersedes all prior agreements, understandings, and negotiations regarding software maintenance and it constitutes the entire agreement between the parties relating to the subject matter hereof.
22. This SMA cannot be modified, terminated, nor any provision waived, other than by the express written agreement of the parties.
23. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery company; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties
24. Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or

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overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

25. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this SMA, the prevailing party shall be entitled to recover such sum as the arbitrator or court may adjudge reasonable as the prevailing party's costs, disbursements and attorney fees at hearing, trial and on any appeal.
26. Neither party will be in breach of this SMA and will be excused from liability for any failure to perform or delay in performance if the failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, terrorist act, act of God, riot, war, government regulation, major accident, or failure of suppliers of subcontractors.
27. This SMA may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart hereof.
28. Client may assign this SMA to any corporation that owns Client in whole or in part or to any partnership or joint venture in which Client or any such corporation is a partner or joint venturer, provided that such assignee agrees in writing to be bound by all of the terms hereof inuring to the benefit of TDAMS, that only the Software licensed hereunder is operated for the facility licensed herein at any given time and, further, that the SMA is not assigned to any competitor of TDAMS. Any other assignment is invalid without TDAMS' prior express written consent.
29. This SMA will be governed by and construed under the laws of the State of Arizona.
30. In the event of any conflict or inconsistency in the interpretation of this SMA (including its Schedules), such conflict or inconsistency shall be resolved by giving precedence first to the body of this SMA, and then to the Schedules. This SMA is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities herein shall not be construed against either party. All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this SMA. If any provision of this SMA is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.


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Schedule 1

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between Maricopa County ("Client") and Technidata America Medical Software, LLC ("TDAMS"), located at 2, East Congress Street, Suite 900-131, Tucson, AZ, 85701, USA.

This BAA is Schedule 1 to the License Agreement ("Agreement") between the parties.

WHEREAS, the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") require that a covered entity and its business associate agree to certain specified terms and conditions regarding the treatment and protection of Protected Health Information ("PHI") and Electronic Protected Health Care Information ("EPHI"); and

WHEREAS, Client has contracted with TDAMS for TDAMS to provide products and/or services under the Agreement and during the course of TDAMS' provision of such products and/or services, Client may provide TDAMS with PHI or EPHI in order for TDAMS to perform its duties and responsibilities.

NOW, therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby covenant and agree to modify the Agreement as follows:

1. Definitions

Terms used, but not otherwise defined, in this BAA will have the same meaning as those terms in the Privacy and Security Rules. Capitalized terms used herein and not otherwise defined will have the following meanings:

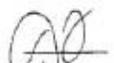
Business Associate means TDAMS.

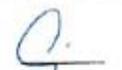
Covered Entity means Client or the client of Client who is a health plan, health care clearinghouse, or a health care provider.

2. Obligations and Activities of Business Associate

Business Associate will:

- a. Not use or disclose PHI other than as permitted or required by the Agreement or this BAA.


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- b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA which include but are not limited to administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- d. Report to Covered Entity any use or disclosure of the PHI not provided for by this BAA of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides PHI received from or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Business Associate will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- f. Provide reasonable access to PHI to Covered Entity, at the request of Covered Entity, in a Designated Record Set in order for Covered Entity to meet its requirements in 45 CFR § 164.524. This provision is applicable only if the Business Associate maintains PHI in a Designated Record Set.
- g. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity. This provision is applicable only if the Business Associate maintains PHI in a Designated Record Set.
- h. Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary with prior notice and during normal business hours, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Document disclosures of PHI and information related to such disclosures and provide Covered Entity with such information, at Covered Entity's request, as is



required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate is entitled to assume that any disclosure that is directed by Covered Entity is a disclosure for treatment, payment, or health care operations purposes or otherwise a disclosure that does not require an accounting as set forth in 45 CFR 164.528. If Covered Entity directs Business Associate to make a disclosure that requires an accounting by Business Associate, Covered Entity will notify Business Associate that such disclosure requires an accounting. Failure of Covered Entity to notify Business Associate will relieve Business Associate of the requirement to account for such disclosure.

- j. Business Associate may charge a reasonable fee for its services in connection with the access, amendment or accounting of PHI as contemplated under this BAA.
- k. Report to Covered Entity any Security Incident related to Covered Entity's EPHI of which Business Associate becomes aware, in the following time and manner:
 - (i) Any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such actual successful Security Incident, and
 - (ii) Any attempted, unsuccessful Security Incident, of which Business Associate becomes aware, will be reported to Covered Entity in writing, on a reasonable basis at the written request of Covered Entity, but in no event more often than on a quarterly basis. For purposes of this section (ii), an "attempted, unsuccessful Security Incident" is defined as an event in which no loss or damage to Covered Entity's EPHI occurs.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI if: (i) the disclosure is required by law; or (ii) the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies

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the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached.

4. Obligations of Covered Entity

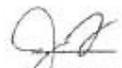
- a. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination

- a. This BAA will be effective on the Effective Date of the Agreement.
- b. This BAA will terminate on the earlier of the termination of the Agreement or when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- c. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity will either:


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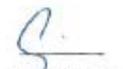


- (i) Provide a reasonable opportunity for Business Associate to cure the breach or end the violation and terminate this BAA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (ii) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.
- d. Effect of Termination.
- (i) Except as provided in paragraph (ii) of this section, upon termination of this BAA, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.
 - (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate will extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

- a. Regulatory References. A reference in this BAA to a section in the Privacy or Security Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to negotiate in good faith any amendments to this BAA made necessary by new legislation or amendments to current regulations relating to HIPAA.
- c. Survival. The respective rights and obligations of Business Associate under Section 6(d) of this BAA will survive the termination of this BAA.


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- d. Interpretation and Integration. Any ambiguity in this BAA will be resolved to permit Covered Entity to comply with the Privacy and Security Rules. Any ambiguity in this BAA and the Agreement will be resolved in favor of this BAA. All other terms of the Agreement apply to this BAA.

- e. No Third Party Rights. This BAA is entered into solely between and may be enforced only by Covered Entity and Business Associate. This BAA will not be deemed to create any rights in third parties or to create any obligations of Covered Entity or Business Associate to any third party.

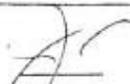
IN WITNESS WHEREOF the parties have signed this agreement at the place and on the date mentioned hereinabove.

TECHNIDATA

MARICOPA County

By: 
 Name: Claire JOLICOEUR
 Title: General Manager
 Date: 10/21/2016

By: 
 Name: Kevin TYNE James Foley
 Deputy
 Title: Chief Procurement Officer
 Date: 10/13/16

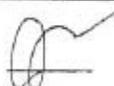

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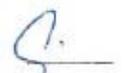

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APPENDIX A
SOFTWARE DESCRIPTION

LICENSES	ABBREV.	QUANTITY
TD-Synergy	SYN-PROD	1
TD-Microbio	TD-Micro	1
TD-Web Result & Request (unlimited users)	Web-R&R	1
Concurrent Users	SYN CLI	7
TD-Workstation 1	TDW-1	4
Host Order entry	HCO	2
Host Result	HCR	2


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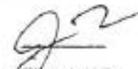

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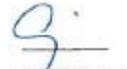


APPENDIX B
INSTALLATION SERVICES

The Installation Services provided under this agreement may be related to a license to use programs owned by Technidata which were acquired under a separate order. The agreement referenced in the applicable order shall govern the use of such programs. Any services acquired from Technidata are separate from program licenses, and acquiring one entails no obligation to acquire the other.

Any additional requests not included in the scope of this proposal may require additional fees.


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APPENDIX C

MAINTENANCE AND SUPPORT SERVICES

Technidata will provide the Client with the Support Services described below:

1. Telephone diagnostics and assistance specified for 24/7 contracts unless stated otherwise

Requests for assistance can be sent to Technidata by telephone or by email 24 hours a day, 7 days a week, 365 days a year. Requests for assistance received by telephone are recorded and a reference number is provided to the Client.

Technidata responds to requests for assistance by telephone between 8 a.m. and 5:00 p.m. (EST), Monday through Friday, except public holidays. Outside these regular business hours, only critical issues (Rank P1) will be addressed and handled.

2. Remote maintenance

Technidata may ask the Client to access the Computer System through a secure connection (e.g., VPN, Citrix). A remote connection to the Computer System and the Software may be used to investigate and resolve issues by examining and repairing the database and printing files if necessary.

A user must be present on site to establish communication between the equipment supporting the Software and the Internet network. Remote maintenance operations will then be carried out by Technidata via the Internet.

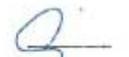
3. Incident management

Reported issues will be prioritized according to their impact on the Client's operations. All requests for assistance are initially sorted, and Technidata deals with problems according to degree of severity, but not necessarily in the order in which they are reported. Here are the definitions of priority levels and the maximum response times for a return call.

Critical issues (Rank P1):

- Critical issues are situations that completely prevent the use of a product installed at a site by Technidata. These issues have no workaround.
- The Client can expect a return call within a maximum of 30 minutes.
- If a critical issue is not resolved during the initial request for assistance, Technidata will follow up and schedule further calls with the Client until the issue is resolved or until an alternative solution can be provided.


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High priority issues (Rank P2):

- High priority issues (P2) partially prevent the use of a product installed at a site by Technidata. These issues have a workaround, but it requires additional effort.
- The Client can expect a return call within a maximum of 4 business hours during regular business hours.

Regular priority issues or questions (Rank P3)

- Regular priority issues (P3) have a minimal impact on the Client. In other words, they do not affect the Client's ability to produce or interpret results from a product installed at a site by Technidata. These issues have a workaround that requires no additional effort, or the situation is operational.
- The Client can expect a return call within a maximum of 24 hours during regular business hours.
- The Client will be responsible for professional service fees and travel expenses.

4. Software updates

Technidata will provide new versions and revisions of the Software, not including fees for installation, parameterization, activation, and training by Technidata. The Client is responsible for providing and activating the equipment needed to support the new versions of the Software (memory, disk storage capacity, etc.).

5. Training

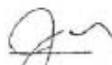
When new versions are released, Technidata may offer training for the Client's employees, who will have two options for training locations:

- 5.1. Technidata Regional Headquarters in Montreal, Canada, in which case the Client will be responsible for its employees' travel and accommodation expenses; or
- 5.2. At the Client's offices, in which case the Client will be responsible for the travel and accommodation expenses of the Technidata engineer who provides the training.

The Client will be informed of the duration of the training required for all new versions before the version in question is activated.

6. On-site assistance

To resolve reported faults, Technidata may provide on-site assistance to the Client when Technidata determines that it is necessary.


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The fees for on-site assistance, including fees related to making changes to the Software, will be paid by the Client.

Services not covered by this contract will be charged in accordance with the quotes provided to the Client by Technidata.

7. Services not included

The annual fees for Software support do not cover:

- 7.1 The development of specific software for the Client.
- 7.2 Employee training for the Software.
- 7.3 Reinstallation of the Software following a failure of the Client's hardware.
- 7.4 The cost of connecting or extending the configuration.
- 7.5 The resolution of faults in the Software carried out by the Client or a third party.
- 7.6 Assistance to recover lost data from the Computer System.
- 7.7 Any intervention (installation or parameterization) required to replace a PC.
- 7.8 Any intervention (installation or parameterization) required after the crash of a PC.
- 7.9 Any intervention (installation or parameterization) required after a power failure.
- 7.10 The acquisition of equipment needed for remote assistance, maintenance of that equipment (switch, secure VPN Internet connection, etc.), and all other services not expressly provided for in this agreement.
- 7.11 Interventions due to a change to all or part of the configuration, rendering it incompatible with the Software.
- 7.12 Interventions resulting from the improper use of the Software as described in the Documents or instructions provided by Technidata.
- 7.13 Changes to the Software carried out by the Client or by a third party.
- 7.14 Infrastructure malfunctions (e.g., a malfunction of the Client's server, workstations, databases, or Windows or Linux environment, or other).



- 7.15 Consultation, auditing, parameterization, report updates, Software updates, training, software development suggestions, all other services not expressly mentioned and/or described in this agreement.
- 7.16 Upgrades to equipment required after the installation of a new version of software and/or software packages.
- 7.17 Upgrades to the operating system or the DBMS following the installation of a new version of software and/or software packages.
- 7.18 The creation of an additional environment and/or the transfer of data from one environment to another.
- 7.19 The installation of a service pack (patches) for the operating system and/or DBMS.
- 7.20 The installation of a new version for the operating system and/or DBMS.

8. Cautionary note

Technidata only undertakes to provide support if the Client has provided all the information needed to reproduce the fault.

Technidata only undertakes to repair the latest distributed version of the Software in question. If the Client encounters a problem with its Computer System which is resolved on a more recent version of the Software than the one the Client has, the Client will have to install or have installed the latest version of the Software.

9. Fees and taxes

All fees must be paid to Technidata within thirty (30) days of the invoice date. The Client also agrees to pay all sales taxes, value-added taxes, or any other similar tax imposed by applicable law that Technidata is required to pay for the programs, technical support, or services the Client has ordered.

All travel and out of pocket expenses are excluded and billed separately. No administration fees are added to expenses.

All professional services are for work done during normal business hours (M-F, 8:30 – 17:00). Any work required outside of these hours is out of scope.


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10. Cancellation

In case of early and unilateral termination of the contract by the Client, the Client will pay the highest amount between a 6 month-period commitment and an actual number of months supported. By way of example, if the Client decides to cancel after 8 months, he will pay support for 8 months. If the Client decides to cancel after 4 months, he will pay support for 6 months.

Notification by the Client to Technidata that it is terminating the contract will result in automatic cancellation of the user rights to the Software or software package. The Client shall confirm to Technidata in writing that it has ceased using the Software or software package on the date the contract ends


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**APPENDIX D
FEES**

The fees for Maintenance and Support services are twenty-three thousand five hundred and eighteen Dollars and forty-six cents (\$ 23,518.46) for the first year.

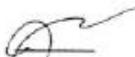
Total Pricing *					
From 2016-10-01 to 2021-09-30					
	Support Year 1	Support Year 2	Support Year 3	Support Year 4	Support Year 5
	From 2016-10-01 to 2017-09-30	From 2017-10-01 to 2018-09-30	From 2018-10-01 to 2019-09-30	From 2019-10-01 to 2020-09-30	From 2020-10-01 to 2021-09-30
Annual Support	\$23 518,46	\$23 988,83	\$24 468,61	\$24 957,98	\$25 457,14
Total :	\$23 518,46	\$23 988,83	\$24 468,61	\$24 957,98	\$25 457,14

* without additional support

Fees for Maintenance and Support Services will be subject to an annual increase of 1.5% at the beginning of each year.

Each new support of license delivered during a support period will be subject to a prorated support, and invoiced on annual basis for the following year.

If the Client chooses not to renew the Support Services related to a subset of licenses, the licenses in question will be terminated. The fees for the remaining licenses will be recalculated.


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