



Los Angeles County Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



www.dhs.lacounty.gov

August 13, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO SOLE SOURCE AGREEMENT WITH THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. D.B.A. ALLUMA (FORMERLY D.B.A. SOCIAL INTEREST SOLUTIONS) FOR WEB-BASED ONE-E-APP SYSTEM AND RELATED SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (X)
APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request for authorization to execute an amendment to extend the term and increase the County's maximum obligation under the Web-Based One-e-App System and Related Services Agreement with The Center to Promote Healthcare Access, Inc. d.b.a. Alluma, formerly d.b.a., Social Interest Solutions.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or authorized designee, to execute Amendment No. 1 (Amendment) to Agreement No. H-705979 (Agreement) with The Center to Promote Healthcare Access, Inc. d.b.a. Alluma, effective upon its execution, to: (a) extend the Agreement term for one additional year through August 31, 2020, with an option to extend for up to two consecutive one-year periods through August 31, 2022; (b) increase the Maximum Contract Sum by \$2,150,729 from \$4,795,442 to \$6,946,171 for the entire term, which includes \$435,950 in pool dollars; and (c) incorporate and/or update certain standard terms and conditions to comply with changes in current Board approved language and applicable laws.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 August 13, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

2. Delegate authority to the Director, or authorized designee, to execute future Amendments to the Agreement to: (a) extend the term for up to two (2) consecutive one-year periods; (b) incorporate administrative changes to the Agreement, including but not limited to: addition, modification, or removal of any relevant terms and conditions and to comply with changes in applicable law; (c) approve necessary changes to the Statement of Work (SOW) and/or to the work component pricing with no change to Maximum Contract Sum; (d) implement additional programmatic and administrative changes, including modifications to the Department of Health Services' (DHS) operational protocols that are reflected in the Agreement and other adjustments that do not materially alter the scope of service; and (e) use pool dollars to provide for additional work described in the Agreement as needed, subject to the review and approval by County Counsel, and, if applicable, the County Chief Information Office (CIO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Director, or authorized designee, to execute an Amendment, substantially similar to Exhibit I, with Alluma to extend the term of the Agreement by one year through August 31, 2020; allow up to two additional consecutive one-year periods through August 31, 2022; and to increase the Maximum Contract Sum for the entire term of the Agreement, as a result of exercising any extension. The term of the current Agreement expires on August 31, 2019.

The recommended extension will enable Alluma to continue to provide, operate, and maintain the One-e-App system with all existing functionality as defined in the current Agreement. DHS facilities and Community Partners (CP) clinics use One-e-App to screen applicants to determine eligibility for various health care programs (e.g. Medi-Cal). After the initial screening, if it is determined that the applicant does not qualify for any public health care insurance programs, they will be offered enrollment into My Health LA (MHLA) through the One-e-App system. MHLA is a County funded program to assist eligible participants with accessing health care services through its network of contracted CP clinics.

Approval of the second recommendation will allow the Director, or authorized designee, to amend the Agreement to extend the term for up to two (2) consecutive one-year periods, incorporate administrative changes, approve necessary change to the SOW and/or work component pricing with no change to the Maximum Contract Sum, implement additional programmatic and administrative changes, and use pool dollars to provide for additional work described in the Agreement, subject to review and approval by County Counsel and, if applicable, the CIO.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.2 “Embrace Digital Government for the Benefit of Our Internal Customers and Communities” and Strategy III.3 “Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability” of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum County obligation under the Agreement, including the maximum extension period of September 1, 2019 through August 31, 2022, is \$6,946,171.

Funding is included in DHS' Fiscal Year (FY) 2019-20 Recommended Budget and will be requested as a continuing appropriation in future years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 25, 2014, the Board approved the Sole Source Agreement with Social Interest Solutions (SIS) to manage the ongoing development and operation of One-e-App for DHS. During the extension period of September 1, 2019 through August 31, 2022, DHS plans to negotiate a new agreement with Alluma to replace and/or upgrade the existing One-e-App system with a new platform in development with Alluma, which will allow for an improved, more streamlined application processing into the MHLA program.

This recommended Amendment to the Agreement, includes all updated Board required provisions. The Agreement continues to allow for termination for convenience by the County upon a 30-day prior written notice.

The CIO has reviewed the Board letter and recommends approval of the Amendment. The CIO determined that this recommended action will not introduce any new technology-related changes and, therefore, does not require a formal CIO Analysis.

The Contractor has made a business decision to change their “Doing Business As” designation from “SIS” to “Alluma” and shall now be known as “The Center to Promote Healthcare Access, Inc. D.B.A. Alluma.

County Counsel has approved Exhibit I as to form.

The Agreement for Web-Based One-e-App System and Related Services, including this Amendment, is not a Proposition A Agreement, as the services provided under the Agreement are highly specialized and cannot currently be provided by County staff and, therefore, are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

In accordance with Board Policy No. 5.100 (Attachment A), on January 24, 2019, DHS notified the Board of its intent to enter into sole source negotiations for the extension of Agreement No. H-705979 with Alluma.

The current Agreement with Alluma needs to be amended to allow for sufficient time for DHS to negotiate a new agreement with Alluma to replace and/or upgrade the One-e-App system for DHS and other participating CPs.

This Amendment complies with Board Policy 5.100 and is therefore being recommended to continue as a sole source agreement (See Attachment B).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision and upgrade of an automated eligibility and enrollment process customized for DHS' and CPs' needs.

Respectfully submitted,

Reviewed by:



Christina R. Ghaly, M.D.
Director



William S. Kehoe
Chief Information Officer

CRF:az

Enclosures (3)

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors



**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

January 24, 2019

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D.
Director

SUBJECT: ADVANCE NOTIFICATION OF INTENT TO EXTEND SOLE SOURCE AGREEMENT NO. H-705979 WITH THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. D.B.A SOCIAL INTEREST SOLUTIONS FOR AN ELECTRONIC ELIGIBILITY AND ENROLLMENT SYSTEM

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

This is to advise the Board of Supervisors (Board) that within the next six months, the Department of Health Services (DHS) intends to return to the Board to request approval of an extension to the existing sole source Agreement No. H-705979 (Agreement) with The Center To Promote Healthcare Access, Inc. DBA Social Interest Solutions (SIS), for the ongoing provision of an electronic eligibility and enrollment system, known as One-e-App (OEA) used at Community Partner clinic sites and DHS facilities to determine and view, respectively, eligibility for the County's My Health LA program (MHLA).

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved Agreement at least six months prior to the Agreement's expiration date. The SIS Agreement will expire August 30, 2019.

Background

In 2013, DHS developed a health care program designed to expand access to healthcare services and address gaps in health care access for the residually uninsured residents of Los Angeles County. At that time, DHS needed an automated solution to determine eligibility for the new MHLA program, facilitate election of primary care medical homes, and serve as a mechanism for determining real-time MHLA enrollment. SIS is the owner and licensor of the proprietary software known as OEA, which was designed to provide a single point of entry for the MHLA program. OEA is implemented in numerous counties in California, with county specific customization.

www.dhs.lacounty.gov



Each Supervisor
January 22, 2019
Page 2

The Board approved the current sole source agreement with SIS for OEA for a web-based eligibility and enrollment system implemented in concert with the MHLA program. This solution enables Community Partner clinics to determine in real time if the applicant is eligible for MHLA or other health care coverage programs such Medi-Cal. After an initial screening, if it is determined that the applicant may qualify for Medi-Cal, the applicant will be referred to apply for that program.

DHS is currently in year five of the contract (September 1, 2018 to August 31, 2019) and is licensed for 1,500 concurrent users. The annual System Maintenance fee of \$507,642 is prorated and billed to DHS monthly. Support fees are paid as they occur up to the maximum of \$151,938 for this contract year.

Justification

Implementation of OEA streamlined and automated the eligibility and enrollment process for Community Partners and DHS and allowed for real-time eligibility determination for the program. The software has been customized to fit the needs of the MHLA program and its eligibility rules. It has been modified numerous times since the 2013 to adapt to changes to both the eligibility rules of the MHLA and of Medi-Cal. It is in the best interest of the County to proceed with the extension of this sole source Agreement with SIS as no other proprietary software has been identified by DHS with the kind of eligibility functionality needed for the MHLA program. The non-profit firm SIS has committed to continue enhancements to the OEA program for the benefit of the MHLA program.

Conclusion

Consistent with the Sole Source Board policy, I am informing the Board of my intention to proceed with an Amendment to extend the term of the Agreement with SIS. If no objection is received from the Board within two weeks, we will proceed with the negotiations for a contract extension and return to the Board for approval prior to the expiration date of the Agreement.

If you have any questions or require additional information, please let me know.

CRG:kh

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

SOLE SOURCE CHECKLIST

Check (√)	<p align="center">JUSTIFICATION FOR SOLE SOURCE CONTRACTS</p> <p align="center">Identify applicable justification and provide documentation for each checked item.</p>
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
√	<p>➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</p> <p>The One-e-App (OEA) system was originally approved by the Board of Supervisors on February 25, 2014, and is a proprietary product developed and customized to fit the needs and eligibility rules of the Department of Health Services’ (DHS) My Health LA program (MHLA) and owned by The Center to Promote Healthcare Access, Inc. d.b.a. Alluma (formerly d.b.a., Social Interest Solutions). OEA allows DHS facilities and Community Partner clinics to screen applicants and determine their eligibility in real-time for various health care and social services programs, subsequently streamlining enrollment in public programs and improving access to health care, including for uninsured individuals. The system has been modified numerous times to adapt to MHLA and Medi-Cal eligibility rules. It is in the County’s best interest to extend this Sole Source Agreement with Alluma as no other proprietary system has been identified by DHS with the kind of eligibility functionality needed for the MHLA program.</p>



Chief Executive Office

7/11/19

Date

WEB-BASED ONE-e-APP SYSTEM AND RELATED SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this ____ day of _____,
20__,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC.,
D.B.A. ALLUMA
(hereafter "Contractor")

Business Address:

Social Interest Solutions
1333 Broadway, Suite 605
Oakland, CA 94612

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR WEB-BASED ONE-e-APP SYSTEM AND RELATED SERVICES BETWEEN COUNTY OF LOS ANGELES AND THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. D.B.A. SOCIAL INTEREST SOLUTIONS," dated March 5, 2014, and further identified as Agreement No. H-705979, and including any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, on August 13, 2019 the Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Amendment No. 1 to extend the term through August 31, 2022, increase the Maximum Contract Sum from \$4,795,442 to \$6,946,171 for the entire Agreement term, including extension periods and \$435,950 in pool dollars, and incorporate administrative changes to the Agreement; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term, increase the Maximum Contract Sum, and provide for the other changes set forth herein; and

WHEREAS, the Contractor has made a business decision to change their “Doing Business As” designation from “Social Interest Solutions” to “Alluma” and shall now be known as “The Center to Promote Healthcare Access, Inc. D.B.A. Alluma”; and

WHEREAS, the Agreement, Paragraph 6.3 (Amendments) provides that such changes may be made in the form of an Amendment, which is formally approved and executed by the parties; and

WHEREAS, the Contractor warrants that it continues to possess the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.
2. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
3. Agreement, Paragraph 2.0 (Definitions), Sub-paragraph 2.37, is deleted in its entirety and replaced to read as follows:

“2.37 “Director” means Director of Health Services or authorized designee.”

4. Agreement, Paragraph 4.1 (Contractor’s Administration), is deleted in its entirety and replaced to read as follows:

“4.1 CONTRACTOR’S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Agreement on behalf of Contractor (in this Paragraph 4.1, “Contractor’s Administration”), as referenced below in this Paragraph 4.0, is set forth in Attachment A-2-3 (Contractor’s Administration) of Exhibit A (Additional Terms and Conditions). No member of Contractor’s Administration is authorized to make any changes in any of the terms and conditions of this Agreement unless specifically authorized under Paragraph 6.0 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown within five (5) business days of such change.”

5. Agreement, Paragraph 4.3 (Contractor Project Manager), is modified to add Sub-paragraph 4.3.3 to read as follows:

“4.3.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Attachment A-1-3 (County’s Administration) of Exhibit A (Additional Terms and Conditions).”

6. Agreement, Paragraph 7.0 (Term), is deleted in its entirety and replaced to read as follows:

"7.0. DEFINITION OF TERM:

7.1 The term of this Agreement shall commence upon the Effective Date and shall expire on August 31, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter “Term”).

7.2 The County shall have the option to extend the Term automatically on a year-to-year basis, up to and through August 31, 2022. Each such option and extension shall be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors in accordance with Paragraph 6.3 (Amendments).

7.3 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Term as provided herein above. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address set forth in Attachment A-1-3 (County’s Administration) of Exhibit A (Additional Terms and Conditions)."

7. Agreement, Paragraph 8.2 (Maximum Contract Sum), Subparagraph 8.2.1, is deleted in its entirety and replaced to read as follows:

“8.2.1 The “Maximum Contract Sum” under this Agreement is Six Million, Nine Hundred Forty-Six Thousand, One Hundred Seventy-One Dollars (\$6,946,171) and is allocated as set forth in Exhibit D-1 (Pricing Schedule). The Maximum Contract Sum shall be the total monetary amount that can be paid by County to Contractor for supplying all the tasks, deliverables, goods, services and other Work

provided by Contractor under this Agreement as set forth in Exhibit D-1 (Pricing Schedule), but is not a commitment or offer on part of County to spend such sums allocated under the Maximum Contract Sum for Additional Work. Contractor shall perform and complete all Work required of Contractor by this Agreement during the Initial Term or any exercised Option Term in exchange for the amounts to be paid to Contractor as set forth in this Agreement, but in any event, not in excess of the Maximum Contract Sum.”

8. Agreement, Paragraph 10 (Invoices and Payments), is modified to add Subparagraph 10.9 to read as follows:

“10.9 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

10.9.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

10.9.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

10.9.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

10.9.4 At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.”

9. Agreement, Exhibit A (Additional Terms and Conditions), Paragraph 20.0 (Nondiscrimination, Affirmative Action and Assurances) is deleted in its entirety and replaced to read as follows:

“20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 20.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 20.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 20.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

- 20.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 20.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 when so requested by the County.
- 20.7 If the County finds that any provisions of this Paragraph 20.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 20.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement."

10. Agreement, Exhibit A (Additional Terms and Conditions), Paragraph 38.0 (Assignment by Contractor) is deleted in its entirety and replaced to read as follows:

"38.0 ASSIGNMENT BY CONTRACTOR

- 38.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows

and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 38.2 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 38.0, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties in accordance with Paragraph 6.0 (Change Notices and Amendments) of the body of the Agreement. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims which the Contractor may have against the County.
- 38.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with Paragraph 38.2 of this Exhibit.
- 38.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor."

11. Agreement, Exhibit A (Additional Terms and Conditions) is modified to add Paragraph 62.0 (Compliance with County's Tolerance Policy on Human Trafficking) to read as follows:

“62.0 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

62.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

62.2 If a Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

62.3 Disqualification of any member of the Contractor’s staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.”

12. Agreement, Exhibit A (Additional Terms and Conditions) is modified to add Paragraph 63.0 (Compliance with Fair Chance Employment Practices) to read as follows:

“63.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.”

13. Agreement, Exhibit A (Additional Terms and Conditions) is modified to add Paragraph 64.0 (Compliance with the County Policy of Equity) to read as follows:

“64.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.”

14. Agreement, Exhibit A (Additional Terms and Conditions), Attachment A-1-2 (County’s Administration) is deleted in its entirety and replaced by Attachment A-1-3, which is attached hereto and incorporated herein by reference. Any reference to Attachment A-1-2 in the Agreement shall hereafter be replaced by Attachment A-1-3.

15. Agreement, Exhibit A (Additional Terms and Conditions), Attachment A-2-2 (Contractor’s Administration) is deleted in its entirety and replaced by Attachment A-2-3, which is attached hereto and incorporated herein by reference. Any reference to Attachment A-2-2 in the Agreement shall hereafter be replaced by Attachment A-2-3.

16. Agreement, Exhibit D (Pricing Schedule) is deleted in its entirety and replaced by Exhibit D-1, which is attached hereto and incorporated herein by reference. Any reference to Exhibit D in the Agreement shall hereafter be replaced by Exhibit D-1.

17. Except for the changes expressly set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or designee, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC., D.B.A.
ALLUMA (formerly, SOCIAL INTEREST
SOLUTIONS)

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Cammy C. DuPont
Principal Deputy County Counsel

ATTACHMENT A-1-3

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR: The following person or such person's designee:

Amy Luftig Viste
My Health LA Program Director
1000 S. Fremont Avenue
Bldg. A-9 East, 6th Floor, Unit #92
Alhambra, CA 91803
Phone: (626) 525-5396
E-mail: aviste@dhs.lacounty.gov

COUNTY PROJECT MANAGER: The following person or such person's designee:

Kayee Chan
Director, Business Operations – Information Technology
1000 S. Fremont Avenue
Building A-9 East, 2nd Floor, Unit #4
Alhambra, CA 91803
Phone: (626) 525-5500
E-mail: kchan@dhs.lacounty.gov

ADDRESS FOR NOTICES:

Julio C. Alvarado
Director, Contracts and Grants Division
Los Angeles County Department of Health Services
Contracts & Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012
Phone: (213) 288-7819
E-mail: jalvarado@dhs.lacounty.gov

With a copy to:

County Project Director and County Project Manager as indicated above.

ATTACHMENT A-2-3

CONTRACTOR'S ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR:

Tommaso Esmanech
Phone: (916) 517-5969
E-mail: tesmanech@socialinterest.org

CONTRACTOR PROJECT MANAGER:

Gul Khan
Phone: (916) 500-8264
E-mail: gkhan@socialinterest.org

CONTRACTOR'S AUTHORIZED SIGNATORIES:

Name: Robert Phillips
Title: Chief Executive Officer
Phone: (510) 844-2201
E-mail: rphillips@socialinterest.org

Name: Brent Copen
Title: Chief Financial Officer
Phone: (510) 273-4651
E-mail: bcopen@socialinterest.org

ADDRESS FOR NOTICES:

The Center to Promote Healthcare Access Inc.
1951 Webster Street, Second Floor
Oakland, CA 94612

PRICING SCHEDULE

This Exhibit D-1 sets forth the pricing and payment terms for the work to be provided by Contractor pursuant to the Agreement, including the Software License, Implementation Services, System Maintenance, Support, and Additional Work. The System shall accommodate the number of users as set forth in Section 3.4 (Hosting Infrastructure) of Exhibit B (Statement of Work).

1.0 MAXIMUM CONTRACT SUM

Maximum Contract Sum shall be County's maximum obligation by Contract Year (CY) during the entire term of the Agreement, and shall include (i) System Implementation Fees, (ii) System Maintenance Fees, (iii) Support Fees for Ongoing Training and Reporting, (iv) Support for Additional New Concurrent Users, and (v) Pool Dollars for Additional Work that may be provided by Contractor upon County's request and approval. The payment schedule for the Fees below is set forth in Section 2 (Payment Schedule).

Work Component ¹	One-Time Fees	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6	CY 7	CY 8	Total Fees by Work
A. System Implementation	\$1,181,500									\$1,181,500
B. System Maintenance²		\$418,525	\$439,201	\$460,911	\$483,707	\$507,642	\$527,774	\$548,913	\$571,108	\$3,957,781
C. Support (Training and Reporting)		\$125,000	\$131,250	\$137,813	\$144,703	\$151,938	\$159,535	\$167,512	\$175,887	\$1,193,638
D. Support for Additional New Concurrent Users (per 150 Concurrent Users)³										\$177,302
E. Pool Dollars										\$435,950
Total Fees by CY	\$1,181,500	\$543,525	\$570,451	\$598,724	\$628,410	\$659,580	\$687,309	\$716,424	\$746,996	\$6,946,171

¹ For each Contract Year, each work component is subject to a 5% increase from the previous Contract Year.

² For each Contract Year, the System Maintenance Fee may be adjusted to reflect the actual support for concurrent users (i.e., the addition of concurrent users beyond the number of users set forth in Exhibit B (Statement of Work)). \$5,000 of said Fee per Contract Year is specifically allocated for Contractor's administrative overhead costs that are not subject to the 5% increase as described in Footnote 1.

³ Commencing on CY 1, support for each additional new concurrent user shall be \$130 per user.

2.0 PAYMENT SCHEDULE

A. **SYSTEM IMPLEMENTATION**

System Implementation fees will be paid in 30 day installments in arrears as follows:

Days After Effective Date	Payment Amount	Percentage of Total System Implementation Fees
30	\$236,300	20%
60	\$236,300	20%
90	\$236,300	20%
120	\$236,300	20%
Following Final Acceptance	\$236,300	20%
TOTALS	\$1,181,500	100%

The final payment for System Implementation Fees will be made following Final Acceptance.

B. **SYSTEM MAINTENANCE FEES**

System Maintenance Fees will be paid in monthly installments in arrears in accordance with the Agreement.

C. **SUPPORT FOR TRAINING AND REPORTING**

Support for ongoing Training and Reporting will be paid in accordance with the Agreement, upon approval by County. Support for ongoing Training and ongoing Reporting is inclusive of associated travel and lodging expenses.

D. **SUPPORT FOR ADDITIONAL NEW CONCURRENT USERS**

The threshold shall be set at 150 additional concurrent users per Contract Year. If fewer than 150 additional concurrent users are added to the System within any given Contract Year, the payments provided in Section 1 shall not apply.

E. **POOL DOLLARS FOR ADDITIONAL WORK**

All payments approved and paid by County shall correspondingly reduce the maximum Pool Dollars available for Additional Work as described in the Agreement and Exhibit B (Statement of Work).