



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Los Angeles County
Board of Supervisors

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September 10, 2024

55 September 10, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

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

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Elizabeth M. Jacobi, J.D.
Administrative Deputy

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 10 TO SOLE SOURCE AGREEMENT
NO. H-704368 WITH SAGA TECHNOLOGIES, INC.
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

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

SUBJECT

*"To advance the health of our
patients and our communities by
providing extraordinary care"*



www.dhs.lacounty.gov

Request authority to execute Amendment No. 10 to existing sole source Agreement No. H-704368 (Agreement) with Saga Technologies, Inc. (Saga) for the provision of an enterprise referral system and related support services used by the Department of Health Services (DHS) Medical Hubs for managing referrals of minors from the Department of Children and Family Service (DCFS), and delegated authority to extend the term, amend the statement of work, increase the contract sum, and update the Agreement as applicable.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director) or designee, to execute Amendment No. 10 to sole source Agreement No. H-704368 with Saga, to extend the Agreement term for two (2) additional years with three (3) additional one-year optional extension terms through September 30, 2029, for a maximum contract sum of \$16,339,587.34 which includes \$2,000,000.00 in pool dollars for additional work, as described in the Agreement.

2. Delegate authority to the Director, or designee, to execute Amendments to: (i) extend the Agreement's term for up to three (3) consecutive one-year terms; (ii) add, delete, and/or change non-substantive terms and conditions in the Agreement and/or make any necessary changes as required by applicable laws and/or Los Angeles County (County) Ordinance and policies; (iii) make changes to the Agreement, including the statement of work to meet Medical Hubs' service and operational efficiency needs, to address technology changes and emergencies; (iv) to add/remove LA County Medical Hubs, and (v) terminate the Agreement in accordance with the termination provisions of the Agreement, including termination for convenience, subject to review by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

DHS currently operates six (6) medical hub clinics at Harbor-UCLA Medical Center, High Desert Regional Health Center, Los Angeles General Medical Center (LA General), Martin Luther King, Jr. Outpatient Center, Olive View-UCLA Medical Center, and LA General East San Gabriel Valley satellite location at Maclaren Children's Center (collectively known as "Medical Hub(s)"). The Medical Hubs provide initial medical examinations, forensic evaluations, mental health screenings, and ongoing medical care to children referred by DCFS.

The Medical Hubs were modeled after the first Medical Hub clinic at LA General that was established through a public-private partnership with the Violence Intervention Program (Program). The Program contracted with Saga to develop a stand-alone and custom web-based software application, named mHUB, which was used exclusively at the LA General MC/VIP Medical Hub clinic, to better track appointment schedules for patients and providers, capture medical and forensic information, and support a multitude of business workflows.

Under the Agreement, Saga expanded the use of the application across all the Medical Hubs (hereafter referred to as "E-mHUB") to allow end users to view a child's medical information from one Medical Hub to another Medical Hub, which enhances the child's treatment and improves continuity of care. Further, E-mHUB allows nurses from the Department of Public Health (DPH), co-located at DCFS offices, to view limited System screens to obtain and input follow-up information into DCFS' case management system to better coordinate the care of children. Finally, E-mHUB System is designed to ensure that access to health information is in compliance with State and Federal confidentiality and privacy laws. Over the term of the Agreement, E-mHUB has been built in accordance with LA County requirements to allow end users at every step of the workflow to efficiently meet the needs of the children served by the Medical Hubs.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute an amendment, substantially similar to Exhibit I, to extend the term of the existing Agreement with Saga for two (2) years to provide the uninterrupted utilization of E-mHUB at the Medical Hubs to enhanced care for the affected children. In the absence of E-mHUB, DHS would have to manually process this information which could significantly delay care.

Approval of the second recommendation will allow the Director, or designee, to execute amendments to extend the Agreement's term for up to three (3) consecutive one-year extensions, make changes

in service needs and improve operational efficiencies at the Medical Hubs, address emergencies, maintain compliance with regulatory standards, add/remove Medical Hubs in accordance with the Agreement, and when necessary increase/reduce cost resulting from those modifications, and terminate the Agreement in accordance with the termination provisions in the Agreement, including termination for convenience.

Implementation of Strategic Plan Goals

The recommended actions support LA County Strategic Plan North Star Strategies 1-A "Healthy Individuals and Families and North Star 3-E(i) – "Pursue Data-Driven Decision Making, Operational Effectiveness, Fiscal Responsibility, and Accountability."

FISCAL IMPACT/FINANCING

The maximum contract sum of the Agreement with Saga will increase by \$6,866,922.42, from \$9,472,664.92 to \$16,339,587.34 to extend the Agreement term for two (2) additional years with three (3) additional one-year optional extension terms through September 30, 2029.

Funding for the first year of the extended term is included in DHS' Fiscal Year 2024-25 Adopted Budget and will be requested in future fiscal years. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The System emerged from the Board of Supervisor's (Board) May 16, 2006 Motion which instructed the Chief Information Office, CEO, DHS, DCFS, Department of Mental Health (DMH), and County Counsel to explore the feasibility of implementing an enterprise-wide automated data solution for the LA County's Medical Hubs.

The Board approved the Sole Source Agreement with Saga on March 30, 2010, for an initial term through March 30, 2015, and an optional one-year extension through March 30, 2016, with a maximum contract sum of \$4,614,193.55, allowing DHS to enhance the mHUB system which was the immediate predecessor to the present-day E-mHUB. Multiple intradepartmental LA County departments including DHS, DCFS, DMH, and DPH collaborated extensively to develop, customize, and enhance E-mHUB into an interdepartmental system.

On March 22, 2016, the Board approved Amendment No. 2 to extend the term of the Agreement through March 31, 2019, with two additional one-year automatic extensions through March 31, 2021, with an increase of \$2,838,976.90, for a new maximum contract sum of \$7,453,170.45.

On May 12, 2020, LA County's Chief Executive Office delegated authority to the Director of DHS, or designee, to extend various contracts in support of the response to the COVID-19 pandemic under authority delegated by the Board on March 31, 2020. DHS exercised this delegated authority and executed various amendments to extend the Agreement term through September 30, 2024, which increased the maximum contract sum to \$9,196,877.71.

On September 25, 2020, the Department advised the Board of its intent to extend this Sole Source Agreement, in accordance with revised Board Policy No. 5.100, Sole Source Contracts.

The Agreement is set to expire on September 30, 2024.

County Counsel has approved the Amendment (Exhibit I) as to form. The Chief Information Officer concurs with the Department and a formal CIO Analysis is not required because this recommended action does not include any new technology-related matters. This Amendment is requesting an extension to the Agreement term to provide ongoing operations and maintenance services, and limited additional work, such as standard updates to the System or the addition of Medical Hubs, if applicable.

Saga provides services that are highly specialized and proprietary, and not available by LA County. Therefore, this Agreement is not subject to the Living Wage Program (LA County Code Chapter 2.201) and is exempt from Proposition A (LA County Code Chapter 2.121).

Attachment A provides the sole source checklist in compliance with Board Policy 5.100.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable DHS to continue tracking the health and mental health status of this vulnerable patient population at LA County Medical Hubs by means of the E-mHUB , which improves coordination of quality medical care.

The Honorable Board of Supervisors

9/10/2024

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Respectfully submitted,



Christina R. Ghaly, M.D.

Director



Peter Loo

Chief Information Officer

CRG:se

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Children and Family Services
Department of Mental Health
Internal Services Department

SOLE SOURCE CHECKLIST

Department Name: Department of Health Services

- | | | |
|-------------------------------------|--------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> | New Sole Source Contract | SOLE SOURCE AGREEMENT |
| <input checked="" type="checkbox"/> | Sole Source Amendment to Existing Contract | NO. H-704368 WITH SAGA TECHNOLOGIES, INC. |
| | Date Existing Contract First Approved: | <u>5/4/2010</u> |

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A 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> ”
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time 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.

Erika Bonilla
Chief Executive Office

8/7/2024
Date

Agreement No. H-704368

CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SAGA TECHNOLOGIES

Amendment No. 10

THIS AMENDMENT is made and entered into this [redacted] day of [To be completed upon Board approval], 2024,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

SAGA TECHNOLOGIES
(hereafter "Contractor")

Business Address:
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006

WHEREAS, reference is made to that certain document entitled "Contract by and between County of Los Angeles and Saga Technologies" dated May 4, 2010, and further identified as Agreement No. H-704368, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on [To be completed upon Board approval], 2024, the Board of Supervisors (Board) delegated authority to the Director of Health Services, or designee, to among other delegations, (i) extend the term of the Agreement, and (ii) amend the Agreement to reflect certain changes in deliverables and services; and

WHEREAS, the Agreement is slated to expire on September 30, 2024; and

WHEREAS, it is the intent of the parties hereto to: (i) amend the Agreement to extend its term through September 30, 2026, with three (3) optional one-year extensions, and (ii) increase the Contract Sum by \$6,866,922.42, not to exceed a total Contract Sum of \$16,339,587.34 and to provide for other changes set forth herein; and

WHEREAS, the Agreement, Paragraph 8.0 - Change Notices and 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. Any references to "LAC+USC" under the Agreement shall be deleted and replaced with "LA General."
3. For the avoidance of doubt, prior to the effective date of this Amendment, CONTRACTOR completed its provision of the Implementation Services under the Agreement.
4. The Agreement, Paragraph 2.0 DEFINITIONS, Subparagraph 2.40 – COUNTY'S Project Manager is deleted in its entirety and replaced to read as follows:

"2.40 COUNTY'S Project Managers

Shall mean COUNTY'S IT Project Manager and COUNTY'S Business Project Manager. COUNTY'S IT Project Manager shall have the meaning given to such term in Subparagraph 3.4 (COUNTY'S IT Project Manager). COUNTY'S Business Project Manager shall have the meaning given to such term in Subparagraph 3.7 (COUNTY'S Business Project Manager). Any references to the COUNTY'S Project Manager in the singular under the Agreement shall mean both the COUNTY'S Business Project Manager and COUNTY'S IT Project Manager."

5. The Agreement, Paragraph 3.0 ADMINISTRATION OF AGREEMENT – COUNTY is deleted in its entirety and replaced to read as follows:

"3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 COUNTY'S PROJECT DIRECTOR

COUNTY'S Project Director for this Agreement shall be the following person or such person's designee:

Dr. Janet Arnold-Clark
County of Los Angeles, Department of Health Services
Martin Luther King Jr Outpatient Center
1741 E. 120th St. Room 112-C Los Angeles, CA 90059
Email: jarnold-clark@dhs.lacounty.gov

Tele: 424-758-9020

3.2 CHANGE IN COUNTY'S PROJECT DIRECTOR

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of the COUNTY's Project Director.

3.3 RESPONSIBILITIES OF THE COUNTY'S PROJECT DIRECTOR

3.3.1 COUNTY's Project Director will be responsible for providing direction to CONTRACTOR in the areas relating to COUNTY policies and procedures and for confirming that CONTRACTOR meets the objectives of this Agreement, including with respect to the provision of Work.

3.3.2 COUNTY's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.

3.3.3 Except as set forth in Paragraph 8 (Change Notices and Amendments), COUNTY's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

3.4 COUNTY'S IT PROJECT MANAGER

COUNTY's IT Project Manager for this Agreement shall be the following person or such person's designee:

Fiorella Jimenez, Project Manager
County of Los Angeles, Department of Health Services
DHS Information Technology
Los Angeles General Hospital
1200 N. State St, Clinic Tower A6D
Los Angeles, CA 90033
Email: fjimenez3@dhs.lacounty.gov
Tele: 323-409-2902

3.5 CHANGE IN COUNTY'S IT PROJECT MANAGER

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of COUNTY's IT Project Manager.

3.6 RESPONSIBILITIES OF COUNTY'S IT PROJECT MANAGER

- 3.6.1 COUNTY's IT Project Manager will be responsible for confirming that CONTRACTOR meets the technical standards and requirements of this Agreement, including with respect to the provision of Work. COUNTY's IT Project Manager will additionally be responsible for advising COUNTY's Project Director as to CONTRACTOR's performance in areas relating to COUNTY's requirements and standards.
- 3.6.2 COUNTY's IT Project Manager shall meet and confer with CONTRACTOR's Project Manager on a regular basis.
- 3.6.3 COUNTY's IT Project Manager will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.
- 3.6.4 COUNTY's IT Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

3.7 COUNTY'S BUSINESS PROJECT MANAGER

COUNTY's Business Project Manager for this Agreement shall be the following person or such person's designee:

Loretta Worthington, Business Project Manager
County of Los Angeles, Department of Health Services
1741 E. 120th St, Room 112
Los Angeles, CA 90059
Email: lworthington@dhs.lacounty.gov
Tele: 213-246-6005

3.8 CHANGE IN COUNTY'S BUSINESS PROJECT MANAGER

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of COUNTY's Business Project Manager.

3.9 RESPONSIBILITIES OF COUNTY'S BUSINESS PROJECT MANAGER

- 3.9.1 COUNTY's Business Project Manager shall meet and confer with CONTRACTOR's Project Manager on a regular basis.

- 3.9.2 COUNTY's Business Project Manager will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.
- 3.9.3 Except as set forth in Paragraph 8 (Change Notices and Amendments), COUNTY's Business Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever."

6. The Agreement, Paragraph 4 (ADMINISTRATION OF AGREEMENT – CONTRACTOR), Subparagraphs 4.1 (CONTRACTOR's Project Director), 4.3 (CONTRACTOR's Project Manager), and 4.4 (Responsibilities of CONTRACTOR's Project Manger) are deleted in their entirety and replaced to read as follows:

"4.1 CONTRACTOR'S PROJECT DIRECTOR

CONTRACTOR's Project Director shall be the following person who shall be a full-time employee of CONTRACTOR:

Jason Xue, Project Director
Saga Technologies Inc.
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006
Email: jasonyangxue@gmail.com
Tele: 818-445-8588

If Project Director designated above is not available, the following person shall serve as the CONTRACTOR'S Project Director:

Lily Chang
Saga Technologies Inc.
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006
Email: jijicwan@yahoo.com
Tele: 626-319-9248

and

"4.3 CONTRACTOR'S PROJECT MANAGER

CONTRACTOR's Project Manager shall be the following person who shall be a full-time employee of CONTRACTOR:

Jason Ly, Project Manger

Saga Technologies, Inc.
141 E. Huntington Dr., Suite 202
Arcadia, CA 91006
Email: jasonhl88@gmail.com
Tele: 626-614-4600"

and

"4.4 RESPONSIBILITIES OF CONTRACTOR'S PROJECT MANAGER

CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth in Exhibit A (Statement of Work).

- County must have access to the CONTRACTOR'S Project Manager 8AM to 5PM PST, Monday through Friday, each week of the year.
- CONTRACTOR shall provide a telephone number where the CONTRACTOR's Project Manager or designated alternate may be reached.
- CONTRACTOR's Project Manager shall act as a central point of contact with the County.
- CONTRACTOR's Project Manager shall have at least 3 years of related experience.
- CONTRACTOR's Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. CONTRACTOR's Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing."

7. The Agreement, Paragraph 6.0 - TERM OF AGREEMENT, Subparagraph 6.1 - TERM is deleted in its entirety and replaced to read as follows:

"6.1 TERM

6.1.1 The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect through September 30, 2026, unless sooner terminated, in whole or in part, as provided in this Agreement ("Initial Term"). At the end of the Initial Term, County shall have the sole option to extend the term of the Agreement for up to three (3) additional one-year periods (each an "Extended Term"). The Initial Term and all Extended Terms are individually and collectively referred to herein as the "Term."

6.1.2 Each Extended Term shall be exercised automatically by COUNTY and documented in accordance with Paragraph 8.0 (Change Notices and Amendments), unless COUNTY provides CONTRACTOR written notice of non-renewal at least thirty (30) days before the expiration of the applicable Term."

8. The Agreement, Paragraph 13.0 – STANDARD TERMS AND CONDITIONS, Subparagraph 13.24 – GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE, Subparagraph 13.24.1 - Evidence of Coverage and Notice to COUNTY, Subparagraph 13.24.1.4 is deleted in its entirety and replaced to read as follows:

"13.24.1.4 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Fiorella Jimenez, Project Manager
County of Los Angeles, Department of Health Services
DHS Information Technology
Los Angeles General Hospital
1200 N. State St, Clinic Tower A6D
Los Angeles, CA 90033
Email: fjimenez3@dhs.lacounty.gov
Tele: 323-409-2902

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County."

9. The Agreement, Paragraph 7.0, Subparagraph 7.9 – Cost of Living Adjustment (COLA's) is deleted in its entirety, and replaced with "Intentionally Omitted".

10. Agreement, Exhibit A – Statement of Work, Attachment A.3.1 - System Software is deleted in its entirety (excluding any attachments thereto) and replaced with Attachment A.3.1-2, attached hereto and incorporated herein by reference. All references to Attachment A.3.1 in the Agreement (including references to Exhibit A.3.1-1) shall be replaced by Attachment A.3.1-2.
11. Agreement, Exhibit A – Statement of Work, Attachment A.3.2 - System Hardware is deleted in its entirety (excluding any attachments thereto) and replaced by Attachment A.3.2-2, attached hereto and incorporated herein by reference. All references to Attachment A.3.2 in the Agreement (including references to Exhibit A.3.2-1) shall be replaced by Attachment A.3.2-2.
12. Agreement, Exhibit B-1- Schedule of Payments, is deleted in its entirety (excluding any attachments thereto) and is replaced by Exhibit B-2, attached hereto and incorporated herein by reference. All references to Exhibit B in the Agreement (including references to Exhibit B-1) shall be replaced by Exhibit B-2.
13. Agreement, Exhibit B – Schedule of Payments, Attachment B.1 - Licenses is deleted in its entirety and is replaced by Attachment B.1-2, attached hereto and incorporated herein by reference. All references to Attachment B.1 in the Agreement (including references to Exhibit B.1-1) shall be replaced by Attachment B.1-2.
14. Agreement, Exhibit C - Service Level Requirements and Agreement, Exhibit C-1 - Service Level Requirements are both deleted in their entirety (excluding any attachments thereto) and are replaced by Exhibit C-2, attached hereto and incorporated herein by reference. All references to Exhibit C in the Agreement shall be replaced by Exhibit C-2.
15. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

[Signatures provided on the following page]

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 authorized designee, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer(s), 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

SAGA TECHNOLOGIES

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By: _____
Deputy County Counsel

ATTACHMENT A.3.1-2

System Software

E-mHUB

E-mHUB SYSTEM SOFTWARE

This System Software document is a summary of Software components, including Operating Systems Software, Application Software, and Third Party Software. Contractor shall provide the following in order to meet all Requirements:

1. **mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, as set forth in Attachment A.3.2 (System Hardware)
 - a. Operating Systems Software (provided by COUNTY)
 - i. Microsoft Windows Enterprise Server 2003 R2, SP2, IIS with web site, FTP, Terminal Services and management agents
 - b. Baseline Application Software (Attachment A.1 (Existing mHUB System Requirements)) includes, but is not limited to, the following
 - i. Baseline mHUB System components:
 1. "Patient Referral Information"
 2. "Medical Assessment"
 3. "Forensic Assessment"
 4. "Mental Health Assessment"
 5. Patient scheduling, future and past appointments
 6. Staff scheduling/appointment books
 7. Staff work queues
 - ii. Additional mHUB System components:
 1. Outgoing 561(a) form in hardcopy
 2. Report writer
 3. Outgoing Interface to the VIP database system
 - c. Third Party Software:
 - i. CONTRACTOR shall provide:
 1. Microsoft .NET Framework (All supported versions)
 2. MS.SQL Server (All supported versions)
 - ii. COUNTY will provide:
 1. SSL-VPN appliance
 2. Security/virus:
 - a. Server vulnerability scanning
 - b. Server anti-virus
 - c. Server host-based Intrusion Prevention System (IPS)
 - d. Server operating system patching

2. **E-mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, as set forth in Attachment A.3.2 (System Hardware)
 - a. Operating Systems Software (provided by COUNTY)
 - i. Microsoft Windows Enterprise Server 2008 64-bit, SP1, IIS with default web site, FTP, Terminal Services and management agents.
 - b. Baseline Application Modifications (Attachment A.2 (Additional System Requirements)) include, but are not limited to, the following
 - i. E-mHUB modifications include:
 1. Upgraded .NET framework from version 4.5 to 4.7 or the most current vendor supported release level(s)
 2. Combine medical assessment/forensic assessment modules/functionality
 3. Develop a multi-Medical Hub design that:
 - a. Provides System administration functionality for each Medical Hub and enterprise
 - b. Differentiates patients and treatment data, based on Medical Hub locations
 4. Standardize security roles for Medical Hub staff, DCFS staff, and System administration staff
 5. Capture additional data elements for reporting to DCFS and statistical reports
 6. Capture additional patient scheduling functionality, including LAC+USC scheduling patients at ESGV Satellite Medical Hub
 7. Include functionality for merging duplicate patients in the System, both within a Medical Hub and across the enterprise
 8. Include functionality to maintain a System audit trail for meeting HIPAA compliance
 - ii. Additional E-mHUB Interfaces:
 1. Incoming DCFS referral data via secured FTP
 2. Outgoing 561(a) form in PDF to DCFS via secured FTP
 3. Outgoing CalEMA forms in PDF to DCFS via secured FTP
 4. Outgoing electronic notices, to DCFS via secured FTP, containing information related to the scheduling staff being unable to contact caregiver, and patient appointment cancellations and no shows
 - iii. Additional E-mHUB components:
 1. Statistical reporting
 2. Storing/accessing electronic documents by patient record
 3. Outgoing electronic documents via email with password protection
 - iv. Data conversions:
 1. Convert LAC+USC's mHUB Live Data and migrate to E-mHUB System:
 - a. Before testing E-mHUB functionality
 - b. The day prior to LAC+USC's Go-Live

- c. Third Party Software (provided by COUNTY):
 - 1. Microsoft .NET Framework (All Versions)
 - 2. Microsoft Windows Server Operating Systems (All supported versions)
 - 3. Microsoft SQL Server with Reporting Services (All supported versions)
 - 4. Microsoft Internet Information Services (IIS)
 - 5. SSL-VPN appliance
 - 6. Security/virus:
 - a. Server vulnerability scanning
 - b. Server anti-virus
 - c. Server host-based IPS
 - d. Server operating system patching
 - e. RSA Two-factor authentication
 - f. Microsoft Azure (Active Directory connection)

A.3.2-2

System Hardware

ATTACHMENT

E-mHUB

E-mHUB SYSTEM HARDWARE

This System Hardware document is a summary of hardware components, provided by COUNTY and is based on CONTRACTOR’s configuration recommendations. All such hardware components will be acquired and installed/operated at the ISD Host Site. Hardware components between the mHUB System and E-mHUB System will be independent of each other and have the following specifications:

1. **E-mHUB System** operating at the ISD Host Site on COUNTY provided hardware, for the “DHS E-mHUB Server Project”:
 - a. DHS Server #1 will consist of one (1) VMWare server for the Test Environment:
 - i. VM #1 Staging Apps and DB VMWare server (DHSemHubStage2)
 - 4 vCPU
 - 8 GB vRAM
 - 80 GB C: drive (Reserved for Windows OS)
 - 160 GB D: drive (Customer Apps and DB)
 - b. DHS Server #2 will consist of two (2) VMWare servers for the Production Environment:
 - i. VM #2 Production Web VMWare server (DHSemHubWeb)
 - 4 vCPU
 - 8 GB vRAM
 - 80 GB C: drive (Reserved for Windows OS)
 - 500 GB D: drive (Customer Apps and DB)
 - ii. VM #3 Production SQL Database VMWare server (DHSemHubProd)
 - 6 vCPU
 - 12 GB vRAM
 - 80 GB C: drive (Reserved for Windows OS)
 - 120 GB D: drive (Customer Apps and DB)

EXHIBIT B-2

SCHEDULE OF PAYMENTS

E-mHUB Project

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

CONTRACTOR will be paid on a fixed-price basis for completed Work.

The Operations and Maintenance Fees for the E-mHUB System will be paid quarterly in advance and be adjusted to begin the first day of the COUNTY's fiscal year.

I. DELIVERABLES

See next page

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT *	AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1	Transition Plan Developed	\$ 12,500.00	\$11,250.00	\$1,250.00
Deliverable 1.2	Host Site Validated	\$ -	\$0.00	\$0.00
Deliverable 1.3	mHUB System Production Environment Installed and Validated	\$ -	\$0.00	\$0.00
Deliverable 1.4	mHUB System Production Environment Tested	\$ 12,500.00	\$11,250.00	\$1,250.00
Deliverable 1.5	mHUB Test Environment Established	\$ -	\$0.00	\$0.00
Deliverable 1.6	mHUB's Current Production Environment Database Migrated to ISD and Tested	\$ 10,000.00	\$9,000.00	\$1,000.00
Deliverable 1.7	mHUB System Go-Live Completed	\$ 30,000.00	\$27,000.00	\$3,000.00
Deliverable 1.8	mHUB System at Rackspace Shut Down	\$ 10,000.00	\$9,000.00	\$1,000.00
Deliverable 2.1	Project Kick-Off Meeting Conducted	\$ -	\$0.00	\$0.00
Deliverable 2.2	Project Kick-Off Meeting Minutes Provided	\$ -	\$0.00	\$0.00
Deliverable 3.1	Project Control Document Provided, Approved, and Maintained	\$ 500,000.00	\$450,000.00	\$50,000.00
Deliverable 3.2	Project Team Meetings Conducted and Meeting Documents Provided	\$ -	\$0.00	\$0.00
Deliverable 3.3	Participated in Project Meetings and Provided Documentation	\$ -	\$0.00	\$0.00
Deliverable 3.4	Monthly Project Status Report Provided	\$ -	\$0.00	\$0.00
Deliverable 4	Unique Business Processes Document Approved	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 5.1	Security Profile Report Provided	\$ -	\$0.00	\$0.00
Deliverable 5.2	System Administration Settings Documented	\$ -	\$0.00	\$0.00
Deliverable 5.3	Internal Reporting Format Requirements Documented	\$ -	\$0.00	\$0.00
Deliverable 5.4	External Reporting Requirements Documented	\$ -	\$0.00	\$0.00
Deliverable 5.5	System Audit Requirements Documented	\$ -	\$0.00	\$0.00
Deliverable 5.6	Interface Plan Documented	\$ -	\$0.00	\$0.00
Deliverable 5.7	Technical Requirements Specification Document Approved	\$ 100,000.00	\$90,000.00	\$10,000.00
Deliverable 5.8	Test Strategy Plan Prepared	\$ 20,000.00	\$18,000.00	\$2,000.00
Deliverable 6	System Design Document Approved	\$ 85,000.00	\$76,500.00	\$8,500.00
Deliverable 7.1	Database Structure Modified for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.2	Web User Interface Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.3	Security Profiles Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.4	System Administration Settings Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.5	System Audit Functionality Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.6	Internal Reports Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.7	External Reports Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.8	Capability to Receive Scanned Documents in E-mHUB System Developed	\$ -	\$0.00	\$0.00
Deliverable 7.9	Interfaces Developed for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 7.10	E-mHUB System Development Completed and Ready for Hosting Site	\$ 100,000.00	\$90,000.00	\$10,000.00
Deliverable 8	Test Scripts Prepared for E-mHUB System	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 9	ISD Host Site Established	\$ -	\$0.00	\$0.00
Deliverable 10	System Environments Established and Tested	\$ 40,000.00	\$36,000.00	\$4,000.00
Deliverable 11.1	Sample Data Migrated and Validated	\$ -	\$0.00	\$0.00
Deliverable 11.2	E-mHUB System Certified on ISD Host Site Hardware	\$ 30,000.00	\$27,000.00	\$3,000.00
Deliverable 12.1	Application Software Testing Conducted for E-mHUB System	\$ 95,000.00	\$85,500.00	\$9,500.00

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT *	AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 12.2	System Integration Testing Conducted for E-mHUB System	\$ 50,000.00	\$45,000.00	\$5,000.00
Deliverable 12.3	Load Test Conducted for E-mHUB System	\$ -	\$0.00	\$0.00
Deliverable 13	Go-Live Plan Documented for E-mHUB System	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 14.1	Documentation Provided for E-mHUB System	\$ 15,000.00	\$13,500.00	\$1,500.00
Deliverable 14.2	System Training Provided for E-mHUB System **	\$ 55,800.00	\$50,220.00	\$5,580.00
Deliverable 15	LAC+USC's mHUB Data Migration and Verification to E-mHUB System Completed	\$ 20,000.00	\$18,000.00	\$2,000.00
Deliverable 16.1	E-mHUB Go-Live for LAC+USC Medical Hub Completed	\$ 200,000.00	\$180,000.00	\$20,000.00
Deliverable 16.2	Go-Live Recommended by E-mHUB Location (not in specific order)	\$ -	\$0.00	\$0.00
	a.Harbor/UCLA	\$ -	\$0.00	\$0.00
	b.Olive View/UCLA	\$ -	\$0.00	\$0.00
	c.MLK MACC	\$ -	\$0.00	\$0.00
	d.High Desert MACC	\$ -	\$0.00	\$0.00
	e. DCFS / HSA Office of Planning and Program Oversight Division	\$ -	\$0.00	\$0.00
Deliverable 16.3	Go-Live by E-mHUB Location Completed (not in specific order)		\$0.00	\$0.00
	a. Harbor/UCLA	\$ -	\$67,500.00	\$7,500.00
	b. Olive View/UCLA	\$ 75,000.00	\$67,500.00	\$7,500.00
	c. MLK MACC	\$ 75,000.00	\$67,500.00	\$7,500.00
	d. High Desert MACC	\$ 50,000.00	\$45,000.00	\$5,000.00
	e. DCFS / HSA Office of Planning and Program Oversight Division	\$ 25,000.00	\$22,500.00	\$2,500.00
Deliverable 17	Final System Acceptance	\$ 181,629.55	\$181,629.55	\$0.00
Deliverable 18	Additional Work Provided	\$ -	\$0.00	\$0.00
Accumulative Totals		\$ 1,912,429.55	\$ 1,739,349.55	\$ 173,080.00

Subtotal Deliverables	\$ 1,739,349.55
Final Payment of 10% Holdback	\$ 173,080.00
Total Implementation Cost	\$ 1,912,429.55

* Deliverable amounts are inclusive of all applicable taxes

** See Attachment A.4 (System Training). Invoicing for each session day shall occur upon completion of training at each COUNTY location.

See next page

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

II. OPERATIONS AND MAINTENANCE FEES

The Operations and Maintenance Fees are as follows:

Description	Payment Amount /Schedule	Annual Rate
E-mHUB Operations and Maintenance Services (Year 1)	\$24,300.00 paid quarterly in advance	\$97,200.00
EmHUB Operations and Maintenance Services (Years 2-6)	\$100,228.20 paid quarterly in advance	\$400,912.80
EmHUB Operations and Maintenance Services (Years 7-11)	\$116,948.84 paid quarterly in advance	\$467,795.38
EmHUB Operations and Maintenance Services (Year 12(a)) (April 2021 through September 2021)	\$122,796.29 paid quarterly in advance	\$245,592.57 *
EmHUB Operations and Maintenance Services (Year 12(b)) (October 2021 through March 2022)	\$122,796.29 paid quarterly in advance	\$245,592.57 ^
EmHUB Operations and Maintenance Services (Year 13(a)) (April 2022 through September 2022)	\$122,796.29 paid quarterly in advance	\$245,592.57 #
EmHUB Operations and Maintenance Services (Year 13(b)) (October 2022 through March 2023)	\$122,796.29 paid quarterly in advance	\$245,592.57 ✕
EmHUB Operations and Maintenance Services (Year 14(a)) (April 2023 through September 2023, or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier)	\$122,796.29 paid quarterly in advance <i>for April 2023 - June 2023</i> \$40,932.10 per month <i>During the period of July 2023 through September 2023, the Contractor will be paid monthly in advance.</i>	\$245,592.57 €
EmHUB Operations and Maintenance Services (Year 15) (October 1, 2023 through September 30, 2024)	\$128,936.10 paid quarterly in advance for the first and second quarter \$141,829.71 paid quarterly in advance for the third and fourth quarter	\$541,531.62
EmHUB Operations and Maintenance Services (Year 16) (October 1, 2024 through September 30, 2025)	\$220,197.58 paid quarterly in advance	\$880,790.30
EmHUB Operations and Maintenance Services (Year 17)	\$231,207.45 paid quarterly in advance	\$924,829.82

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

(October 1, 2025 through September 30, 2026)		
EmHUB Operations and Maintenance Services (Year 18) (October 1, 2026 through September 30, 2027)	\$242,767.83 paid quarterly in advance	\$971,071.31
EmHUB Operations and Maintenance Services (Year 19) (October 1, 2027 through September 30, 2028)	\$254,906.22 paid quarterly in advance	\$1,019,624.87
EmHUB Operations and Maintenance Services (Year 20) (October 1, 2028 through September 30, 2029)	\$267,651.53 paid quarterly in advance	\$1,070,606.12

- * 6-Month Rate for the period of April 1, 2021 to September 30, 2021
- ^ 6-Month Rate for the period of October 1, 2021 to March 31, 2022
- # 6-Month Rate for the period of April 1, 2022 to September 30, 2022
- ⌘ 6-Month Rate for the period of October 1, 2022 to March 31, 2023
- € 6-Month Rate for the period of April 1, 2023 to September 30, 2023

III. ADDITIONAL WORK

A. POOL DOLLARS

The maximum amount of \$100,000.00 per year is available as Pool Dollars for Years 1-6. For Years 7-11, \$500,000.00 is available for Pool Dollars for Additional Work. The remaining balance of Pool Dollars in Year 6 shall be available for use for Years 7-11 and for Year 15, \$250,000 in additional Pool Dollars is available for Additional Work. The remaining balance of Pool Dollars for Year 12(a), which consists of the period of April 1, 2021 through September 30, 2021, Year 12(b), which consists of the period of October 1, 2021 through March 31, 2022, Year 13(a), which consists of the period of April 1, 2022 through September 30, 2022, Year 13(b), which consists of the period of October 1, 2022 through March 31, 2023, and Year 14(a), which consists of the period of April 1, 2023 through September 30, 2023, Year 15, which consists of the period October 1, 2023 through September 30, 2024 shall be available for use for the period of October 1, 2024 through September 30, 2029. An additional \$250,000.00 in Pool Dollars is added in year 15, which consists of October 1, 2023 through September 30, 2024. Additional Pool Dollars in the amount of \$2,000,000 are added for Years 16-20. Pool Dollars shall be used for acquiring Additional Work provided by CONTRACTOR as set forth in Task 18 (Provide Additional Work) of Exhibit A (Statement of Work), which includes, but is not limited to, the following:

1. Additional Training services;
2. Adding Licenses for additional Primary Medical Hubs and/or Satellite Medical Hubs, as set forth in Attachment B.1 (Licenses);

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

3. Interfaces;
4. Migration services;
5. Custom Modifications identified as "P" in the "Priority Code" column, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)) and at the price shown in the "Additional Work Quoted" column;
6. Custom Modifications beyond those identified as "P" in the "Priority Code" column, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications));
7. Additional Operations and Maintenance Fees, at the sole discretion of COUNTY, for additional Licenses and/or Custom Modifications identified in 2, 3, and 4 above. Any such additional Operations and Maintenance Fees shall not exceed 30% of the additional Licenses and/or Custom Modifications;
8. Enhancements to current functionality, or new functionality, as set forth in Section I (Updates) of Exhibit C (Service Level Requirements); and
9. Upgrades to or additional Third Party Software as set forth in Section III (Third Party Software) of Exhibit C (Service Level Requirements).

For the Additional Work designated in numbers 1 and 4 above, the rates set forth in Section B below shall apply. When providing a written proposal for Additional Work, in accordance with the Agreement Subparagraph 5.3.2, CONTRACTOR shall include the following:

1. Which professional service type is required;
2. The number of hours required;
3. The hourly rate from Section B below;
4. Total cost per professional service type;
5. Total cost for Additional Work.

Once CONTRACTOR and COUNTY agree upon the proposed Additional Work, COUNTY, in its sole discretion, will determine if such Additional Work is processed as a Change Notice (Attachment A.7 (Change Notice)), or as an Agreement Amendment. COUNTY, in its sole discretion, will determine whether Additional Work, which is processed as a Change Notice, also requires use of Exhibit J (Form of Work Order).

B. PROFESSIONAL SERVICES RATES

PROFESSIONAL SERVICE DESCRIPTION	RATE
.NET development	\$165/hr.
Report design	\$165/hr.

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

PROFESSIONAL SERVICE DESCRIPTION	RATE
Interface development	\$165/hr.
Installation and configuration	\$165/hr.
Migration services	\$165/hr.
Training	\$200/hr.
Documentation Development & Maintenance	\$140/hr.
System/Requirement Analysis	\$165/hr.

IV. CONTRACT SUM

Pursuant to Subparagraph 7.1 of the Agreement, the “Contract Sum” under this Agreement is as follows:

Table 1: Contract Years 1-6

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total for Years 1-6
One Time Costs (Section I)	\$1,912,429.55						\$1,912,429.55
E-mHUB Operations and Maintenance Fees (Section II) *	\$97,200.00						\$97,200.00
EmHUB Operations and Maintenance Fees (Section II) *		\$400,912.80	\$400,912.80	\$400,912.80	\$400,912.80	\$400,912.80	\$2,004,564.00
Pool Dollars (Section III) *	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$600,000.00
TOTALS:	\$2,109,629.55	\$500,912.80	\$500,912.80	\$500,912.80	\$500,912.80	\$500,912.80	\$4,614,193.55

Table 2: Contract Years 7-11

Description	Year 7	Year 8	Year 9	Optional Year 10	Optional Year 11	Total for Years 7-11
E-mHUB Operations and Maintenance Fees (Section II) * †	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$2,338,976.90
Pool Dollars (Section III)						\$500,000.00
TOTALS:	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$467,795.38	\$2,838,976.90

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

Table 3: Contract Year 12 (a) consists of a 6-Month Period of 4/1/21 – 9/30/21

Description	Year 12 (a) ▼	Total for Year 12 (a) – 4/1/21 – 9/30/21 ▼
E-mHUB Operations and Maintenance Fees (Section II) * † ◇	\$245,592.57	\$245,592.57
Pool Dollars (Section III)		The remaining balance of Pool Dollars in Year 11 shall be available for use in Year 12 (a) for the period of 4/1/21-9/30/21.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 12)		\$7,698,763.02
▼ Year 12 (a) consists of a 6-Month Period (4/1/21 – 9/30/21)		

Table 4: Contract Year 12 (b) consists of a 6-Month Period of 10/1/21 – 3/31/22

Description	Year 12 (b) □	Total for Year 12 (b) – (10/1/21 – 3/31/22) □
E-mHUB Operations and Maintenance Fees (Section II) * † ◇∞	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 12 (a), which consists of a 6-Month Period of 4/1/21 – 9/30/21, shall be available for use in Year 12 (b) for the period of 10/1/21 – 3/31/22.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 12)		\$7,944,355.59
□ Year 12 (b) consists of a 6-Month Period (10/1/21 – 3/31/22)		

Table 5: Contract Year 13 (a) consists of a 6-Month Period of 4/1/2022 – 9/30/2022

Description	Year 13 (a) Σ	Total for Year 13 (a) – (4/1/22 – 9/30/22) Σ
E-mHUB Operations and Maintenance Fees (Section II) * † ◇∞π	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 12 (b), which consists of a 6-Month Period of 10/1/21 – 3/31/22, shall be available for use in Year 13 (a) for the period of 4/1/22 – 9/30/22.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 13 (a))		\$8,189,948.16
Σ Year 13 (a) consists of a 6-Month Period (4/1/22 – 9/30/22)		

Table 6: Contract Year 13 (b) consists of a 6-Month Period of 10/1/2022 – 3/31/2023

Description	Year 13 (b) ✕	Total for Year 13 (b) – (10/1/22 – 3/31/23) ✕
E-mHUB Operations and Maintenance Fees (Section II) * † ◇∞π Ω	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 13 (a), which consists of a 6-Month Period of 4/1/2022 – 9/30/22, shall be available for use in Year 13 (b) for the period of 10/1/22 – 3/31/23.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 13 (b))		\$8,435,540.73
✕ Year 13 (b) consists of a 6-Month Period (10/1/22 – 3/31/23)		

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

Table 7: Contract Year 14 (a) consists of a 6-Month Period of 4/1/2023 – 9/30/2023, or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.

Description	Year 14 (a) ¥	Total for Year 14 (a) – (4/1/23– 9/30/23) ¥
E-mHUB Operations and Maintenance Fees (Section II)* † ∅ ∞ π Ω β	\$245,592.57	\$245,592.57
Pool Dollars(Section III)		The remaining balance of Pool Dollars in Year 13 (b), which consists of a 6-Month Period of 10/1/22 – 3/31/23, shall be available for use in Year 14 (a) for the period of 4/1/23 – 9/30/23, or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.
TOTALS:	\$245,592.57	\$245,592.57
CONTRACT SUM (YEARS 1 – 14 (a)) ¥ Year 14 (a) consists of a 6-Month Period (4/1/23 – 9/30/23) or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.		\$8,681,133.30

Table 8: Contract Year 15 consists of two 6-Month Periods (first period from 10/1/2023 – 3/31/2024; and second period from 4/1/2023 – 9/30/2024)

Description	Year 15	Total for Year 15
First 6-month period costs from 10/1/2023 through 3/31/2024 are as follows:		
E-mHUB Operations and Maintenance Fees (Section II) a	\$257,872.20	\$257,872.20
Pool Dollars(Section III)	\$250,000	The remaining balance of Pool Dollars in Year 14 (a), which consists of a 6-Month Period of 4/1/2023 – 9/30/23, shall be available for use in Year 15 for the period of 10/1/23– 3/31/24; plus an additional \$250,000.00 in Pool Dollars will be added in first 6 months in Year 15.
Second 6-month period costs from 4/1/2024 through 9/30/2024 are as follows:		
E-mHUB Operations and Maintenance Fees (Section II) a	\$283,659.42	\$283,659.42
Pool Dollars(Section III)		The remaining balance of Pool Dollars from first 6 months of Year 15 (a), which consists of a 6-Month Period of 10/1/23 – 3/31/24, shall be available for use in second six months of Year 15 for the period of 4/1/24– 9/30/24.
TOTALS	\$791,531.62	\$791,531.62
CONTRACT SUM (YEARS 1 – 15) £ Year 15 consists of two 6-Month Periods (first 6-month period from 10/1/23 – 3/31/24 and second 6-month period from 4/1/2024 – 9/30/2024)		\$9,472,664.92

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

Table 9: Contract Year 16 (10/1/2024-9/30/2025)

Description	Year 16	Total for Year 16
E-mHUB Operations and Maintenance Fees (Section II)	\$880,790.30	\$880,790.30
Pool Dollars(Section III)	\$2,000,000.00^	\$2,000,000.00^
TOTALS:	\$2,880,790.30	\$2,880,790.30
CONTRACT SUM (YEARS 1 – 16)		\$12,353,455.22

Table 10: Contract Year 17 (10/1/2025-9/30/2026)

Description	Year 17	Total for Year 17
E-mHUB Operations and Maintenance Fees (Section II)	\$924,829.82	\$924,829.82
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$924,829.82	\$924,829.82
CONTRACT SUM (YEARS 1 – 17)		\$13,278,285.04

Table 11: Contract Year 18 (10/1/2026-9/30/2027)

Description	Year 18	Total for Year 18
E-mHUB Operations and Maintenance Fees (Section II)	\$971,071.31	\$971,071.31
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$971,071.31	\$971,071.31
CONTRACT SUM (YEARS 1 – 18)		\$14,249,356.35

Table 12: Contract Year 19 (10/1/2027-9/30/2028)

Description	Year 19	Total for Year 19
E-mHUB Operations and Maintenance Fees (Section II)	\$1,019,624.87	\$1,019,624.87
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$1,019,624.87	\$1,019,624.87
CONTRACT SUM (YEARS 1 – 19)		\$15,268,981.22

Table 13: Contract Year 20 (10/1/2028-9/30/2029)

Description	Year 20	Total for Year 20
E-mHUB Operations and Maintenance Fees (Section II)	\$1,070,606.12	\$1,070,606.12
Pool Dollars(Section III)	^See Table 9	^See Table 9
TOTALS:	\$1,070,606.12	\$1,070,606.12

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

CONTRACT SUM (YEARS 1 – 20)	\$16,339,587.34
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- * The yearly allocations for Operations and Maintenance Fees and Pool Dollars amounts will not change, although the yearly allocations are subject to revision.
- † Operations and Maintenance Fees for Contract Years 7-11 comprises the following: (a) \$400,912.80 in baseline Operations and Maintenance Fees; (b) \$40,403.60 in additional Operations and Maintenance Fees for Custom Modifications previously paid using Pool Dollars as described under Section III, Subsection A (Pool Dollars); and (c) a negotiated increase of 6% to (a) and (b).
- ◇ Operations and Maintenance Fees for Contract Year 12 (a) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) a negotiated increase of 5% to (a), which amounts to \$23,389.77; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 12 (a) consists solely of a 6-Month Period from April 1, 2021 through September 30, 2021.
- ∞ Operations and Maintenance Fees for Contract Year 12 (b) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of April 1, 2021 through September 30, 2021; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 12 (b) consists solely of a 6-Month Period from October 1, 2021 through March 31, 2022.
- π Operations and Maintenance Fees for Contract Year 13 (a) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of October 1, 2021 through March 31, 2022; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 13 (a) consists solely of a 6-Month Period from April 1, 2022 through September 30, 2022.
- Ω Operations and Maintenance Fees for Contract Year 13 (b) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of April 1, 2022 through September 30, 2022; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two given that the extension of Year 13 (b) consists solely of a 6-Month Period from October 1, 2022 through March 31, 2023.
- β Operations and Maintenance Fees for Contract Year 14 (a) comprises the following: (a) the amount of \$467,795.38, which is the annual Operations and Maintenance Fee for Contract Years 7-11; (b) carrying over the previously negotiated amount of \$23,389.77 from the 6-Month Period of October 1, 2022 through March 31, 2023; and (c) the new annual total of (a) + (b) (i.e., \$491,185.15) divided by two (i.e. \$122,796.29 paid quarterly in advance for the period of 4/1/23 through 6/30/23 and \$40,932.10 paid monthly in advance for the period of 7/1/23 through 9/30/23) given that the extension of Year 14 (a) consists of a 6-Month Period from April 1, 2023 through September 30, 2023 or until the end of the month of the six-month anniversary of the date on which the Proclamation of a Local and Public Health Emergency due to Covid 2019 is lifted by the COUNTY'S Board of Supervisors, whichever occurs earlier.

EXHIBIT B-2 – SCHEDULE OF PAYMENTS

- ð Operations and Maintenance Fees for Contract Year 15 (Note: Contract Year 14(a) Operations and Maintenance Fees amount is the base for establishing Operations and Maintenance Fees for Contract Year 15.) is \$541,531.62, which is composed of \$257,872.20 for the first 6 month period from October 1, 2023 through March 31, 2024 which represents a 5% increase from the year 14 negotiated rates and is paid quarterly in advance in the amount of \$128,936.10 for the six (6) month period from October 1, 2023 thru March 31, 2024; and \$283,659.42 for the second 6 month period from April 1, 2024 through September 30, 2024 which represents a 10% increase from the negotiated rates for the first 6 months of year 15 and is paid quarterly in advance in the amount \$141,829.71 for the six (6) month period April 1, 2024 through September 30, 2024.
- ^ Additional Pool Dollars in the amount of \$2,000,000 are added for Years 16-20 and accounted for once in Table 9 to Table 13.

ATTACHMENT B.1-2

LICENSES

E-mHUB

1. E-mHUB System Licenses

Included in the Contract Sum, CONTRACTOR shall provide Licenses for the following locations:

- a. Los Angeles General Medical Center Primary Medical Hub
- b. Harbor-UCLA Medical Center Primary Medical Hub
- c. Olive View-UCLA Medical Center Primary Medical Hub
- d. High Desert Regional Health Center Primary Medical Hub
- e. Martin Luther King, Jr. Outpatient Center Primary Medical Hub
- f. East San Gabriel Valley Satellite Medical Hub
- g. Department of Children and Family Services field offices, all sites present and future
- h. Health Services Administration

2. Additional E-mHUB System Licenses, as future purchases:

Should COUNTY, in its sole discretion, decide to acquire additional Licenses using Pool Dollars, the License rates/fees shall be as follows:

License Type	Description	Rates/Fees
Primary	Add Primary Medical Hub location	\$50,000.00 License fee for each Primary Medical Hub location + \$14,850 per year Operations and Maintenance fees paid quarterly in advance following 30-day Warranty Period. +One-time \$49,500.00 Implementation Services fee for each primary Medical Hub location
Satellite	Add a Satellite Medical Hub	\$35,000.00 License fee for each Satellite Medical Hub + \$11,138 per year Operationa and Maintenance fees paid quarterly in advance following 30-day Warranty Period. + One-time \$37,125 Implementation Services fee for each Satellite Medical Hub

EXHIBIT C-2

SERVICE LEVEL REQUIREMENTS

E-mHUB Project

GENERAL

This exhibit sets forth CONTRACTOR’s service level commitment with respect to the System provided by CONTRACTOR under the Agreement. CONTRACTOR shall have access via VPN to the ISD Host Site servers to accomplish required Services listed herein. Capitalized terms used in this exhibit without definition shall have the meanings given to such terms in the body of the Agreement.

CONTRACTOR shall provide Operations and Maintenance Services in accordance with the requirements set forth in the Agreement and all sections of this exhibit.

CONTRACTOR shall provide all Operations and Maintenance Services for the System from CONTRACTOR’s business premises, as necessary to fulfill its obligations under the Agreement. COUNTY may reasonably determine that certain Operations and Maintenance Services will require CONTRACTOR’s presence on-site, including the ISD Host Site, in which case the CONTRACTOR shall perform such Operations and Maintenance Services at COUNTY Facilities.

Without limiting CONTRACTOR’s Operations and Maintenance Services obligations, as set forth in the Agreement and the following sections of this exhibit, CONTRACTOR shall perform the following:

1. Maintain and support all components and functionality of the E-mHUB System, including but not limited to the functionality set forth in Attachment A.1 (Existing m-HUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications));
2. CONTRACTOR shall make minor enhancements to the E-mHUB System requested by COUNTY such that each request meets the following parameters:
 - a. Will not impact, as reasonably determined by COUNTY, the fundamental core processing attributes of the program being modified or its core processing logic. COUNTY and CONTRACTOR agree, for avoidance of doubt, that not all changes to the Source Code will impact the fundamental core processing attributes of the program being modified or its core processing logic;
 - b. Will be limited to WUI and reports;
 - c. Will not exceed eight (8) hours of development time;
 - d. Will not exceed two (2) requests per month;
3. Resolve all E-mHUB System bug problems;
4. Resolve all System error code messages;
5. Develop a maximum of eight (8) new reports per Agreement year, commencing upon Final System Acceptance, where each report will not exceed forty (40) hours of development time, with a maximum of two (2) reports per month;
6. All Documentation shall be updated to reflect Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades, as required by COUNTY.

7. Provide Updates (as defined in Section I below) and Version Releases (as defined in Section II below), as set forth, respectively, in Section I and Section II below;
8. Provide ongoing support for the System as specified above, including support for all Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades directly related to the operation of E-mHUB; and provide assistance in Deficiency determination and resolution of all System Software, including Deficiencies relating to Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades; and
9. Provide ongoing support for Third Party Software directly related to the operation of E-mHUB as required under Section III below.

I. UPDATES

CONTRACTOR shall develop and implement:

1. System bug fixes and patches;
2. CONTRACTOR-desired System modifications, including database structure, not specifically requested by COUNTY. Any CONTRACTOR-desired System modification not specifically requested by the COUNTY shall be presented to the COUNTY’s Project Manager with a written description of the benefits to COUNTY of the recommended modification. The CONTRACTOR shall take no further action with regard to the modification unless and until written approval is provided by the COUNTY’s Project Manager.
3. Third Party Software upgrades directly related to the operation of E-mHUB as described in Section III below; and
4. Custom Modifications, including those necessary to keep current with all statutory and regulatory changes, may be requested by COUNTY, in accordance with Subparagraph 5.3 (Additional Work) of the Agreement

(Collectively, “Updates”).

With the exception of Custom Modifications, CONTRACTOR shall install and support all Updates as part of Operations and Maintenance Services, at no additional cost to COUNTY.

CONTRACTOR shall test the compatibility of all Updates in an acceptable Test Environment to validate and demonstrate the viability of the Update with all impacted System Software and/or Third Party Software directly related to the operation of E-mHUB. Unless otherwise instructed by the COUNTY in writing, CONTRACTOR shall thereafter immediately implement and place into production all such Updates. Should COUNTY instruct CONTRACTOR to delay immediate implementation and placement into production of any Update, installation of such Update shall be performed on a date and at a time mutually agreed upon by both COUNTY and CONTRACTOR.

Additionally, CONTRACTOR shall provide to COUNTY all Documentation relating to Updates within 30 Days after the creation thereof.

Without limiting the foregoing, at any time in the future, should CONTRACTOR sell the E-mHUB System to a new customer, CONTRACTOR shall provide COUNTY all information related to any enhancements to current functionality, or new functionality, to the core E-mHUB product purchased by the new customer. COUNTY, in its sole discretion, may request that the enhancements or new functionality be incorporated into the E-mHUB System. Upon such request by the COUNTY, CONTRACTOR shall provide COUNTY with a written proposal in accordance with Subparagraph 5.32 of the Agreement. CONTRACTOR's written proposal pursuant to Subparagraph 5.32 of the Agreement shall include costs applicable only to implementing the new functionality within the E-mHUB System and shall not include any developmental costs. The obligations of CONTRACTOR, as set forth in this paragraph, shall also apply to any enhancements or new functionality which is later added to an E-mHUB product delivered to a new customer.

II. VERSION RELEASES AND SUPPORT

In addition to CONTRACTOR's obligation to provide and support Updates as described above, should CONTRACTOR determine that an Update (or accumulation of Updates) or other major modifications to the E-mHUB System are significant enough as to necessitate assigning a new and unique version name or number to the System Software ("Version Release"), CONTRACTOR shall install and support any such new Version Release(s) as a part of Operations and Maintenance Services, at no additional cost to COUNTY over and above what the COUNTY may have already paid for Additional Work that may be a component of such Version Releases. CONTRACTOR shall provide the same Operations and Maintenance Services for the then current Version Release as for all prior Version Releases. In the event that the Production Environment and Test Environment are not running on the same Version Release, CONTRACTOR shall support both environments.

CONTRACTOR shall test the compatibility of all Version Releases in an acceptable Test Environment to validate and demonstrate the viability of the Version Release with all impacted System Software and/or Third Party Software. Unless otherwise instructed by the COUNTY in writing, CONTRACTOR shall thereafter immediately implement and place into production all such new Version Releases. Should COUNTY instruct CONTRACTOR to delay immediate implementation and placement into production of any Version Release, installation of such Version Release shall be performed on a date and at a time mutually agreed upon by both COUNTY and CONTRACTOR.

Additionally, CONTRACTOR shall provide to COUNTY all Documentation relating to Version Releases within 30 Days after the creation thereof.

III. THIRD PARTY SOFTWARE

CONTRACTOR shall provide ongoing maintenance of the E-mHUB System's compatibility with Third Party Software as described in Attachment A.3.1-1. The ISD Host Site will be responsible for maintenance and support of OS, SQL, security/virus, and VPN.

Without limiting the foregoing, CONTRACTOR shall be responsible for:

1. Installing and integrating patches and/or upgrades for Third Party Software directly related to the operation of E-mHUB that COUNTY may need to acquire for supporting additional hardware purchases (e.g., Kofax) and/or Custom Modifications to the E-mHUB System;
2. Troubleshooting issues that trace back, in whole or in part, to Third Party Software; and
3. Alerting COUNTY when Third Party Software upgrades are required. COUNTY may use Pool Dollars to purchase the upgrades.

CONTRACTOR will be responsible for maintenance associated with any Third Party Software directly related to the operation of the E-mHUB system. Third Party Software identified by COUNTY and used by CONTRACTOR as a general purpose product for the operation and delivery of E-mHUB services, will be the responsibility of the COUNTY.

CONTRACTOR shall collaborate with COUNTY on ISD Host Site supported software. COUNTY will coordinate with the CONTRACTOR to test the E-mHUB System when the ISD Host Site installs patches or upgrades that may affect E-mHUB System operations. Such testing shall be included as part of routine Operations and Maintenance Services at no additional cost to COUNTY.

Prior to the installation of any Updates, future Interfaces or new Version Releases to the E-mHUB System, CONTRACTOR shall test the compatibility of same in an acceptable Test Environment to validate and demonstrate the viability of the change with all impacted System Software and/or Third Party Software before seeking authorization from the COUNTY's Project Manager to install the Update, Interface or Version Release into the Production Environment.

IV. HOSTING SUPPORT

A. Hardware Maintenance

Without limiting CONTRACTOR's obligations under the Agreement, including but not limited to Subparagraph 10.3.11, and Deliverable 11.2 (E-mHUB System Certified on ISD Host Site Hardware) of Exhibit A (Statement of Work), CONTRACTOR shall inform COUNTY of any performance problems related to System Hardware and recommend modifications needed to resolve such problems. CONTRACTOR shall work cooperatively with COUNTY to resolve all hardware issues.

B. Performance

Subject to provisions in Section VI (Problem Resolution) below, CONTRACTOR shall evaluate and report System performance relating to the agreed upon System performance warranty as set forth in Section VII (System Performance Warranty) below on a quarterly basis, or as may be requested more frequently by the COUNTY, not to exceed two (2) requests per month.

CONTRACTOR shall log any identified Deficiencies, whether discovered and reported by CONTRACTOR or COUNTY, impacting the performance or operational integrity of the System or ISD Host Site within the CONTRACTOR’s Activity Tracking System (“ATS”) and shall document all corrective action taken to correct the Deficiencies.

C. Downtime

1. Unscheduled Downtime

Unscheduled downtime (“Unscheduled Downtime”) shall mean any time during which any User at any licensed site as set forth in Section 1 (E-mHUB System Licenses) of Attachment B.1 (Licenses), or any additional licensed site as may be acquired by COUNTY, cannot use the System. Unscheduled Downtime does not include Scheduled Downtime. Measurement of Unscheduled Downtime begins when COUNTY notifies CONTRACTOR of the existence of Unscheduled Downtime. CONTRACTOR will take immediate action to resolve the problem and return the system to an operational state. The Unscheduled Downtime (including the cause thereof and related corrective action) will be logged into the ATS by CONTRACTOR. Unscheduled Downtime ends when the COUNTY reasonably determines that the System is operational and restored for User access.

If COUNTY, in its sole discretion, later determines that the Unscheduled Downtime resulted solely from a failure of the System Hardware and/or the COUNTY supported network, and is not attributable in any way to the System Software, CONTRACTOR shall not be held responsible for such Unscheduled Downtime.

2. Scheduled Downtime

Scheduled downtime (“Scheduled Downtime”) shall mean all time that the System cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, installation of Updates, patches, and hardware upgrades, scheduled reboots and restarts. CONTRACTOR shall work with COUNTY to determine mutually agreeable times for Scheduled Downtime.

D. System Backup and Disaster Recovery

The ISD Host Site will provide CONTRACTOR with its disaster recovery procedures. Based on the ISD Host Site plan, CONTRACTOR shall establish procedures to follow in the event of a disaster and submit to COUNTY Project Manager for written approval. CONTRACTOR shall collaborate with COUNTY on disaster recovery efforts as necessary. CONTRACTOR, at the discretion of COUNTY, may be required to participate in disaster recovery activities on-site.

Disaster tests shall be performed minimally once a year, or as requested by COUNTY and agreed to by CONTRACTOR, but not to exceed twice a year.

V. **SYSTEM SUPPORT**

CONTRACTOR shall provide continuous Operations and Maintenance Services during the support hours, as set forth in Section VI A below, including, without limitation, through a customer support center. Such operational support shall include support services to correct any problems and to remedy Deficiencies in such a way that the System shall operate in accordance with the Requirements and Specifications, including the functional Requirements and System performance Requirements.

VI. **PROBLEM RESOLUTION**

A. Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of CONTRACTOR's use of its RMPT or as discovered by COUNTY or CONTRACTOR. Upon discovery of a Deficiency by COUNTY, COUNTY will report the Deficiency to CONTRACTOR for resolution in accordance with this Exhibit C.

1. CONTRACTOR shall provide help desk support for up to ten (10) COUNTY-designated contacts, including access to knowledgeable CONTRACTOR personnel who can answer questions on the use of the System or provide analysis on solutions to operational problems, which COUNTY may encounter during Support Hours (as defined below). This shall include unlimited telephone access to help desk support. COUNTY will report any discovered System Deficiencies to CONTRACTOR's help desk support center during support hours via telephone at (800) 519-8949 or as otherwise agreed upon by COUNTY and CONTRACTOR in writing.

CONTRACTOR shall provide support during the business hours of 8:00 a.m. to 6:00 p.m. PT, Monday through Friday excluding COUNTY designated holidays. During non-business hours, CONTRACTOR shall have a business process in place 24/7/365, as agreed to by COUNTY in writing, to address and resolve all Deficiencies within the resolution time requirements, as set forth in Section B below. All CONTRACTOR technical support personnel providing telephone support must do so in a manner such that the

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

communication does not diminish COUNTY's ability to effectively utilize the System or negatively impact users in use of the System.

If an operational issue affecting the use of the System arises after the business hours set forth above, it will be reported to CONTRACTOR via an email sent from the DHS Enterprise Helpdesk to the designated CONTRACTOR email. CONTRACTOR will respond within thirty (30) minutes during business hours and within one (1) hour during non-business hours that they are in receipt of the problem ticket and taking action to identify and resolve the issue. This may include a call to the DHS Enterprise Helpdesk which may include the COUNTY user experiencing the problem, for further definition and understanding, if it is not intuitively obvious what the problem is and its corrective action. During normal business hours, the CONTRACTOR team will provide updates to the DHS Enterprise Helpdesk as required until the problem is resolved and closed.

If it is determined that the problem is not a CONTRACTOR issue, but relates to COUNTY server/network infrastructure or COUNTY location peripheral devices impacted by change actions, CONTRACTOR will notify the DHS Enterprise Helpdesk to assist in providing a resolution to the reported issue.

Should CONTRACTOR identify or otherwise become aware of any Deficiency of which it has reason to believe COUNTY is not aware, CONTRACTOR shall immediately inform COUNTY's Project Manager during normal business hours, as stated above, of the existence of such Deficiency and shall advise COUNTY as to what actions it has taken or plans to take to remedy it.

To mitigate potential problems with COUNTY planned changes (hardware/software/configurations), CONTRACTOR shall receive no less than 24-hour written notification prior to the planned change. If the change to the System or COUNTY environment is unplanned, CONTRACTOR will be notified within a reasonable time frame thereafter.

B. Priority Level Deficiencies

COUNTY, in its sole discretion, will assign one of the priority levels specified below to each incident of Deficiency reported by COUNTY to CONTRACTOR's customer support center and/or entered in CONTRACTOR's ATS. COUNTY will investigate each Deficiency and determine whether such Deficiency resulted solely from a failure of the COUNTY supported network. CONTRACTOR shall not be responsible for Deficiencies where COUNTY reasonably determines that the cause of the Deficiency was not the fault of the CONTRACTOR. As to all other Deficiencies, CONTRACTOR shall resolve each documented Deficiency within the resolution time as specified below. Resolution times shall start tolling either when (i) COUNTY notifies CONTRACTOR of a Deficiency by telephone or otherwise, including CONTRACTOR's customer support center, or (ii) CONTRACTOR enters the Deficiency in the ATS, whichever is earlier, and shall end when CONTRACTOR notifies COUNTY, and COUNTY

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

reasonably determines that the Deficiency has been resolved. In the event that COUNTY later determines that the Deficiency was not the fault of the CONTRACTOR, the CONTRACTOR shall not be held responsible, and no Credits will be assessed.

PRIORITY	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME REQUIREMENT (SUBJECT TO ESCALATION BY COUNTY)
LEVEL 1	Widespread System unavailability; and/or. Production Environment of the System is experiencing Unscheduled Downtime; and/or the E-mHUB System is completely or functionally inoperable (e.g., extremely slow System response times); and/or a major operational impact on COUNTY has occurred, potentially posing a risk to patient care.	Four (4) business hours
LEVEL 2	A problem that severely degrades performance of any System component, and/or restricts the use of one or more features of the E-mHUB System to perform business functions but does not completely restrict usage of the E-mHUB System (e.g., unacceptable System response time, intrusion-related problems); and/or Users can use Application Software, but an important function of Application Software is not available; and/or operations are severely impacted, potentially posing a risk to patient care.	Eight (8) business hours
LEVEL 3	A problem that causes only a minor impact on the use of the E-mHUB System or its performance. The problem can be easily circumvented, but causes some functional restrictions. It does not have a critical or severe impact on operations or patient care.	One (1) week
LEVEL 4	A low impact problem that is not significant to operations, but is a functional issue or creates some unacceptable conditions(s) or potential for error.	As mutually agreed upon by COUNTY and CONTRACTOR

C. Resolution of Deficiencies

1. Resolution Process

The following shall be the process for tracking and/or resolving Deficiencies:

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

- a. CONTRACTOR shall utilize its own Activity Tracking System (ATS) for Deficiency reporting and tracking;
 - b. COUNTY will identify COUNTY staff authorized to access and initiate incident reports/service requests. COUNTY will notify CONTRACTOR in writing of all such authorized personnel;
 - c. For any Deficiency reported by COUNTY or discovered by CONTRACTOR, CONTRACTOR shall immediately, no later than within one (1) hour of discovery, commence a review and begin developing a corrective action plan leading to a fix. CONTRACTOR shall correct all Deficiencies within the resolution times as specified in Section B. (Priority Level Deficiencies) above;
 - d. CONTRACTOR shall commence to develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available; and
 - e. CONTRACTOR shall address each reported or identified incident in accordance with this exhibit.
2. Escalation

Without limiting COUNTY's rights, as set forth in the Agreement and this exhibit, including but not limited to COUNTY's right to assess credits against CONTRACTOR, COUNTY or CONTRACTOR may escalate a Deficiency's priority level as necessary for resolution. CONTRACTOR shall assist COUNTY with all aspects of Deficiency resolution and escalation, as required by COUNTY.

If a priority level Deficiency is not resolved within the applicable resolution time set forth in Section IV.B (Priority Level Deficiencies), in addition to other remedies available to COUNTY, CONTRACTOR shall escalate the problem to the next higher level of technical support within CONTRACTOR's organization. COUNTY may also, at any time, escalate any priority level Deficiency within CONTRACTOR's organization.

3. Resolution

CONTRACTOR shall assign a CONTRACTOR technical support team member to diagnose and determine the course of action to resolve Deficiencies. CONTRACTOR shall maintain ongoing communication with COUNTY regarding the status of correction of all Deficiencies reported or discovered. In addition, COUNTY may contact CONTRACTOR personnel to inquire about the status of resolution of any priority level Deficiency.

COUNTY will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to CONTRACTOR and will authorize immediate administrative rights, including but not limited to a local administrative account on the device being worked on, and network administrative

access, up to potentially domain administrative privileges and any other necessary access to devices or facilities that would help troubleshoot the issue at hand.

VII. SYSTEM PERFORMANCE WARRANTY

CONTRACTOR represents, warrants, covenants, and agrees that, throughout the term of the Agreement, the System shall meet the System performance Requirements specified as follows:

A. System Availability Warranty

The System shall be available 99.9% of the time during any given month. System availability for a given month is measured using the following formula:

$$(1 - \text{Minute of Unscheduled Downtime} / \text{Total Number of Minutes in Month}) \times 100\%$$

All time shall be measured in one-minute increments with fractions truncated. One month shall be defined as a calendar month. For purposes of the System availability warranty, a 31-day month has 44,640 minutes, a 30-day month has 43,200 minutes, a 29-day month has 41,760, and a 28-day month has 40,320 minutes.

B. System Response Time Warranty

The System shall:

1. Deliver a selected patient record in five (5) seconds or less, on average, as measured over a sixty (60) minute period, from the time a User selects a patient record from the search screen;
2. Deliver the System response time of the WUI in ten (10) seconds or less, on average, as measured over a sixty (60) minute period, from the time a User navigates from one screen to another or saves a record and continues to work in the System;
3. Deliver the System response time of a medical provider approving a 561(a) form(s), as set forth in Requirements 93 through 103 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in one (1) minute or less, on average, per 561(a) form, as measured per day;
4. Deliver the System response time of an incoming DCFS electronic referral, as set forth in Requirements 155 through 167 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in two (2) minutes or less, on average, as measured per day;
5. Deliver the System response time of an “Appointment Status” notification, as set forth in Requirements 252 through 254 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in twenty (20) seconds or less, on average, per notification, as measured per day;

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

6. Deliver the System response time of generating Medical Hub statistical report(s), as set forth in Requirements 265 through 266 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in five (5) minutes or less, on average, for every month of data when reports are run within the mutually agreed upon reporting cycle, as measured per day;
7. Deliver the System response time of generating enterprise statistical report(s), as set forth in Requirements 268 through 269 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in ten (10) minutes or less, on average, per every month of data when reports are run within the mutually agreed upon reporting cycle, as measured per day;
8. Deliver the System response time of the System displaying the scanned CalEMA document package on the WUI upon the completion of Requirements 339 through 340 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in twenty (20) seconds or less, on average, per CalEMA document package, as measured per day; and
9. Deliver the System response time of processing the quality assured CalEMA document package(s), as set forth in Requirements 341 through 348 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in one (1) minute or less, on average, per PDF document package or in multiples of the number of CalEMA document packages processed, as measured per day.

System response time will be measured exclusive of reporting services impacting System resources. COUNTY, in its sole discretion, will determine whether either of the following conditions exist, in which case the System response time warranty will not apply and Credits will not be assessed:

- a. The System is undergoing an Acceptance Test or other System test agreed to by the parties, disaster recovery, or other non-operational System condition; and
- b. Any Unscheduled Downtime resulted solely from a failure of the System Hardware, Operating Systems Software, the COUNTY supported environment, and/or Third Party Software that has not been approved by CONTRACTOR. In all cases, CONTRACTOR shall work closely with the ISD Host Site to provide assistance in the identification of the cause of the Deficiency and the correction of the System Hardware/Software infrastructure for the full resumption of the E-mHUB System.

The System response time warranty shall apply for up to 300 concurrent E-mHUB Users. As used herein, the term "concurrent users" means the identified number of Users logged onto the System simultaneously under normal operational conditions as defined by that User's role as set forth in A.2.2 – (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)

In the event that the System does not satisfy the System response time warranty, CONTRACTOR shall immediately commence System diagnostics upon receiving notice from

EXHIBIT C-2 – SERVICE LEVEL REQUIREMENTS

COUNTY of System performance issues, and shall treat the issue as a critical support issue. CONTRACTOR shall provide sustained efforts to resolve all critical issues. If the System is not remedied to satisfy the System response time warranty within five (5) days (i.e., 120 hours), the System shall be considered to be experiencing Unscheduled Downtime for purposes of the System availability warranty and assessment of Credits.

VIII. REMEDIES AND CREDITS

CONTRACTOR's failure to correct priority level Deficiencies within the applicable prescribed resolution time Requirement set forth in Section VII.B (Priority Level Deficiencies) or to meet the System availability warranty and System response time warranty specified above shall entitle COUNTY to the remedies set forth below.

A. Support Requests. COUNTY shall submit requests for Deficiency Corrections and CONTRACTOR will determine actual classification of issue consistent with the descriptions below. If the COUNTY disagrees with such classification, the CONTRACTOR and COUNTY shall, each acting in good faith, reconsider the classification. Each such request shall be referred to herein as a “**Support Request.**”

B. System Availability Deficiencies

In the event that CONTRACTOR is unable to meet the System availability warranty as set forth in Section VII.A (System Availability Warranty) in any particular month, COUNTY is entitled to Credits and CONTRACTOR shall discount the applicable Operations and Maintenance Fees as follows:

SYSTEM AVAILABILITY / MONTH	HOURLY UNSCHEDULED DOWNTIME RANGE / MONTH	CREDIT PERCENTAGE
$98.9\% \leq x < 100\%$	0:00 – 8:00 hours	None
$97.9\% \leq x < 98.9\%$	8:01 – 15:00 hours	5%
$95.9\% \leq x < 97.9\%$	15:01 – 29:00 hours	15%
$93.9\% \leq x < 95.9\%$	29:01 – 44:00 hours	35%
$91.9\% \leq x < 93.9\%$	44:01 – 58:00 hours	45%
$89.9\% \leq x < 91.9\%$	58:01 – 72:00 hours	50%
$87.9\% \leq x < 89.9\%$	72:01 – 87:00 hours	60%
$85.9\% \leq x < 87.9\%$	87:01 – 101:00 hours	75%
$x < 85.9\%$	Beyond 101:00 hours	Fee Waived for that Month

C. System Response Time Deficiencies and Credits

In the event that CONTRACTOR is unable to meet the System Response Time warranty specified in Section VII.B (System Response Time Warranty) in any particular month, COUNTY will be entitled to Credits. The Credits shall be calculated in accordance with Section IX.A (System Availability Deficiencies).

D. Priority Level Deficiencies

Without limiting COUNTY's rights, as set forth in the Agreement and this exhibit, including but not limited to COUNTY's right to assess credits against CONTRACTOR, in the event that CONTRACTOR fails to correct a priority level Deficiency within the resolution time requirements set forth in Section VII.B (Priority Level Deficiencies) above, COUNTY may immediately escalate the Deficiency to the highest level of support within CONTRACTOR's organization.