

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

SECOND AMENDMENT TO AGREEMENT NO. 35791

**35791**

THIS SECOND AMENDMENT TO AGREEMENT NO. 35791 is made and entered, in duplicate, as of March 4, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 1, 2022, by and between AKIDO LABS, INC., a Delaware corporation ("Consultant"), with its principal place of business at 1702 Abbot Kinney Blvd, Venice, California 90291, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 35751 (the "Agreement") whereby Consultant agreed to develop a re-engineered intake, screening, referral, and reporting process through implementation of an integrated data system; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to add \$98,602 to the Agreement for a total not to exceed amount of \$562,142 and to expand the scope of services to include the purchase and management of associated electronic devices; and

WHEREAS, the Parties desire to add \$100,000 to the current term, increase the annual not to exceed amount to \$500,000, extend the term to May 31, 2024 and expand the scope of services;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 1.A. of the Agreement is hereby amended to read as follows:

"A. Consultant shall furnish specialized services more particularly described in Exhibit "A" ("Statement of Work" or "Services"), attached to the Agreement and Exhibit "A-2" to the First Amendment, both incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these Services in the manner described below, in a total not to exceed amount of One Million Six Hundred Sixty-Two Thousand One Hundred Forty-Two Dollars

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(\$1,662,142), at the rates or charges shown in Exhibit "A".

2. Section 2 of the Agreement is hereby amended to read as follows:

"2. TERM. The term of this Agreement shall commence at midnight on December 28 2020, and shall terminate at 11:59 p.m. on May 31, 2024, unless sooner terminated as provided in this Agreement, or unless the Services or the Project is completed sooner. The term may be extended for two (2) additional one-year periods, at the discretion of the City Manager."

3. The Statement of Work in Exhibit "A" to the Agreement and Exhibit "A-2" to the First Amendment are hereby amended to include additional services more particularly described in Exhibit "A-3", attached hereto and incorporated by this reference.

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

AKIDO LABS, INC., a Delaware corporation

\_\_\_\_\_ 12 April, 2022

By [Signature]  
Name PRASHANT SAMANT  
Title CHIEF EXECUTIVE OFFICER

\_\_\_\_\_, 2022

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Consultant"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_ April 25, 2022

By [Signature]  
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Second Amendment to Agreement No. 35791 is approved as to form on

\_\_\_\_\_ April 15, 2022.

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

EXHIBIT "A-3"

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## Scope of Work

This Statement of Work (the "SOW") is attached to, and incorporated into, and made a part of that certain Agreement No. 35751 (as amended from time to time, the "Agreement"), entered into by and between The City of Long Beach, with offices at 411 W Ocean Blvd, Long Beach, California ("Long Beach" or "Customer"), and Akido Labs, Inc., with offices at 8605 Santa Monica Blvd., PMB 17538, West Hollywood, CA 90069 ("Akido Labs" or "Akido"). Any references to departments within The City of Long Beach will refer to the City of Long Beach Department of Health and Human Services ("DHHS" or "Customer").

### 1. Scope of Work

#### a. Descriptions and Purpose

i. Akido Labs will host and maintain the Akido modules that comprise the Integrated System of Care solution ("ISC Solution").

1. The ISC Solution supports DHHS efforts to more rapidly respond and more reliably connect individuals with supportive services based on health, social and economic demographic information, and strengthens the DHHS's COVID-19 response.

2. The ISC is composed of Akido modules that standardize and streamline the intake process, facilitate information sharing within the DHHS, generate referrals, interfaces with internal and external databases as needed, and enables aggregated reporting at a department-wide level.

#### b. ISC Solution includes the following features:

i. Intake: Standardized intake form for participants to provide necessary demographic information to DHHS.

ii. Health Screening Questionnaires: Electronic health risk assessment / screening survey for the purpose of determining an individual's need for services and vulnerability related to risk of COVID-19.

iii. Eligibility: Program eligibility determination based on a participant's intake and screening responses.

iv. Referrals: Based on needs and potential eligibility, facilitate referrals to DHHS programs that the individual may be interested in & close the loop on referrals by tracking whether referred participants enroll in services and alert appropriate staff.

v. Case Management: Case worker assignment, secure messaging on participants, and notetaking.

vi. Reporting Dashboard: Web-based dashboard to view, print, and customize aggregated reports based on near real-time staff and participant data. Ability to export raw data as a CSV file.

#### c. In addition to hosting and maintaining the ISC Solution, Akido will provide the following services:

##### i. Implementation and Ongoing Customer Support:

1. Project Management via monthly executive stakeholder meetings

2. Implementation Services via training and change management support for DHHS programs or services
3. Dedicated Akido staff assigned to DHHS who will be responsible for project management and implementation services as described above
4. Unlimited form & questionnaire customization within the ISC application
5. Technology related customer support and Service Level Agreement as defined in Akido Labs Business Hours Service Level

ii. Integration Services:

1. Eligible DHHS data systems may be integrated with the ISC (based on need and feasibility assessments agreed upon in writing by the City of Long Beach and Akido)

iii. Ongoing Software Update Releases:

1. Regular updates for technical performance improvements

2. Pricing

ISC Solution pricing is composed of Software Licenses, Implementation and Ongoing Support, and Solution Customization. The annual cost of the services provided pursuant to this Statement of Work will not exceed \$500,000, without prior approval.

**Year 2 Fees (December 28, 2021 - December 31, 2022)**

Category	Service	Price
Software Licenses	Data Management & Governance Platform	\$150,000.00
	Care Coordination Suite	\$140,000.00
	Multi-Mode Integration Module* (\$10,000 / integration)	\$20,000.00
	Data Analytics Module	\$30,000.00
	<b>Total License Fees</b>	<b>\$340,000.00</b>
Implementation and Ongoing Support	Platinum Level Support Package which includes implementation services as well as technology related customer support	\$100,000.00
	<b>Total Implementation &amp; Support Fees</b>	<b>\$100,000.00</b>
	<b>Year 2 Fees</b>	<b>\$440,000.00</b>

	<i>Multi Mode Integration Module Discount</i>	<i>-\$20,000.00</i>
	<b>Total Year 2 Fees</b>	<b>\$420,000.00*</b>

\*Note: Pursuant to an "Exception to Policy request" signed by Customer on December 21, 2021, \$100,000 of Year 2 fees have already been paid to Akido Labs by Customer.

**Year 3 Fees (January 1, 2023 - December 31, 2023)**

<b>Category</b>	<b>Service</b>	<b>Price</b>
Software Licenses	Data Management & Governance Platform	\$150,000.00
	Care Coordination Suite	\$140,000.00
	Multi-Mode Integration Module* (\$10,000 / integration)	\$20,000.00
	Data Analytics Module	\$30,000.00
	Data Collection Module	\$80,000.00
	<b>Total License Fees</b>	<b>\$420,000.00</b>
Implementation and Ongoing Support	Gold Level Support Package	\$50,000.00
	<b>Total Implementation &amp; Support Fees</b>	<b>\$50,000.00</b>
	<b>Subtotal Year Fees</b>	<b>\$470,000.00</b>
	<i>Data Collection Module Discount</i>	<i>-\$10,000.00</i>
	<i>Multi Mode Integration Module Discount</i>	<i>-\$20,000.00</i>
	<b>Total Year 3 Fees</b>	<b>\$440,000.00</b>

**Year 4 Fees (January 1, 2024 - May 31, 2024)\***

<b>Category</b>	<b>Service</b>	<b>Annual License</b>	<b>Price Jan 1 - May 31, 2024</b>
Software Licenses	Data Management & Governance Platform	\$150,000.00	\$62,500.00
	Care Coordination Suite	\$140,000.00	\$58,333.33
	Multi-Mode Integration Module* (\$10,000 / integration)	\$20,000.00	\$8,333.33
	Data Analytics Module	\$30,000.00	\$12,500.00
	Data Collection Module	\$80,000.00	\$33,333.33
	<b>Total License Fees</b>	<b>\$420,000.00</b>	<b>\$175,000.00</b>
Implementation and Ongoing Support	Gold Level Support Package	\$50,000.00	\$20,833.33
	<b>Total Implementation &amp; Support Fees</b>	<b>\$50,000.00</b>	<b>\$20,833.33</b>
	<b>Subtotal</b>	<b>\$470,000.00</b>	<b>\$195,833.33</b>
	<i>Data Collection Module Discount</i>	<i>-\$10,000.00</i>	<i>-\$4,166.67</i>
	<i>Multi Mode Integration Module Discount</i>	<i>-\$20,000.00</i>	<i>-\$8,333.33</i>
	<b>Total Fees</b>	<b>\$440,000.00</b>	<b>\$183,333.33</b>

\*Note: Funds have currently been allocated by Customer to fund the ISC Solution through May 31, 2024. The parties hereby agree that, beginning one year prior to the expiration date of this SOW, they shall negotiate in good faith to further extend the term of this SOW.

**3. Financial terms:**

- a. Akido shall invoice DHHS annually in advance. Payment is due within thirty (30) days of issuance of the invoice ("NET 30").
- b. All fees shall remain in effect without any increase for the Term of this SOW.

**4. Service Level Agreement**

- a. Service Level Agreement specified in Exhibit A applies to all deliverables specified in Section 2.

- caused by software or hardware not provided or controlled by Akido Labs;
- due to force majeure events;
- caused by failure of public internet infrastructure;
- caused by Customer or Authorized Users integrating or operating the ISC Solution in a manner not in compliance with Akido's published documentation and guidelines;
- due to any Emergency Maintenance Period or Scheduled Maintenance Period; or
- mutually agreed upon in advance with Customer in writing.

d. The Parties agree that Akido Labs may, at its sole discretion and for any reason, schedule a Scheduled Maintenance Period with at least two Business Days' advance written notice.

### **3. Reporting an Issue**

All issues and support requests should be opened through the Akido Labs authorized support channels (see *Contacting Support* below) for proper documentation and tracking. For the purposes of this document and Akido Labs support services, a support request is defined as a single discrete question, problem or issue with supported Akido Labs services that cannot be divided into subordinate problems. If a problem includes subordinate problems, then each may be treated as a separate support request at the discretion of Akido Labs.

#### **Contacting Support**

To be treated as a support request, initial contact regarding the request must be made through the authorized channels below for documentation and tracking purposes. All communication done over support channels (including phone) may be monitored or recorded. Any support request not made through these channels or made by an unauthorized person will not be considered a support request.

For the support request to be considered valid, the following information must be provided by Customer or otherwise obtained by Akido staff for each support request.

- The service(s) that are affected by the issue
- Identity of the requestor
- The date and time the issue started
- Description of the nature of the issue
- The severity of the issue (full outage, viable workaround, minor inconvenience, etc)
- The number and types of users affected
- The proposed classification and prioritization of the issue
- Contact information in the form of telephone or email to be used for follow up purposes

Support is available to respond during the Support Availability Period of Business Hours during Business Days.

*Support Portal*



Support requests can be made via Akido Support Portal. This is the preferred method for contacting Akido support, as it can accommodate sharing of sensitive information.

#### *Email*

Support requests can be made over email by sending an email to [iscsupport@akidolabs.com](mailto:iscsupport@akidolabs.com). For avoidance of doubt, Personally Identifiable Information (PII), Personal Health Information (PHI), any information protected under HIPAA, or any other legally privileged or confidential information shall not be sent over email. Akido Labs is not responsible for the security or privacy of information sent over email.

#### *Escalation*

If the above methods of contacting support do not work, or the support received through the standard channels is not satisfactory, the escalation contact may be used. This contact is only to be used if the support request is urgent and the standard support channels are not functioning satisfactorily.

##### Escalation Contact

Phone: (562) 261-2860

Email: [iscsupport@akidolabs.com](mailto:iscsupport@akidolabs.com)

#### **4. Issue Resolution**

The resolution of a support request consists of two phases: 1) receipt and response to the request and 2) approval and fulfillment of the request. The phases are subject to time resolution guarantees (subject to severity and classification of the request) that are described in the Service Level Agreement below.

##### *Response Phase*

This phase starts when the Customer contacts Akido Labs Support through an approved channel. After the contact is made, the request is routed to the correct person who then verifies the proposed classification and prioritization of the request based on internal Akido Labs policies and additional Customer input, if required. The request is then formally acknowledged and that acknowledgement is communicated to the Customer along with the request classification and prioritization. If the Customer disagrees with this, they may bring it up with Akido Labs Support, or if the issue is sufficiently important, escalate it.

##### *Fulfillment (Recovery) Phase*

Depending on the classification (see *Issue Levels and Classification* below), the support request follows different routes. For requests classified as bugs, features or maintenance, the request is first triaged and prioritized internally, then a resource is allocated appropriately to the request. The request is verified with the Customer if necessary, and an estimated time to recovery is then provided. Once the work has been completed, the completion is verified by the Customer and the issue is marked completed. Upon request the Customer may request an incident report as applicable in a timely manner.

If the request is classified as an end user support request or a general inquiry, the request is triaged and assigned internally to Akido Labs support resources. The assigned resource then attempts to resolve the request over email or phone. If the request cannot be solved and it is deemed important enough, an onsite visit is scheduled for resolution.

If the result of the fulfillment phase is unacceptable to the Customer, the escalation channel may be used to resolve the dispute.

### Issue Levels and Classification

After a support request is received by Akido Labs, it is classified and prioritized according to the table below. This determines the type of resource assigned to the request, the speed with which the request is completed and which part of the Service Level Agreement applies. The priority and classification is decided at the sole discretion of Akido Labs.

Priority	Definition
1	Critical: Errors preventing integral work from being completed at one or more location
2	Severe Impact: Errors which disable or substantially impair major functions from being performed, while allowing for basic functionality is enabled and/or a complicated work-around exists
3	Degraded Operations: Errors which disable or substantially impair functions where a work-around exists
4	Minimal Impact: Issues that result in minor inconvenience

Classification	Definition
Bug	Software is not functioning as expected
Feature Request	New functionality is needed
Maintenance or Routine Task	A task that Akido Labs staff member can perform (typically scheduled)
End User Support	Requires troubleshooting end user issues
Business Inquiry	General questions

### Issue Response and Recovery Objectives

TTR (Time to Response). Time to Response is defined as the completion of phase one of issue resolution (defined above). For all other priorities and classifications, the TTR is best effort (not included in the SLA).

RTO (Recovery Time Objective): Recovery Time Objective is defined as the completion of phase two of issue resolution (defined above).

Refer to the table below for Priority / Classification pairs and the associated TTR and RTO.

Priority	Classification	TTR	RTO
1	Bug	1 hour	2 hours
2	Bug	1 hour	1 day
3	Bug	1 hour	2 days
Other	Other	Best Effort	Best Effort

"Best Effort" support is defined as support provided without any guaranteed RTO or TTR, and without guarantees as to specific resolution. Response to Best Effort support cases will be decided by Akido Labs on a case by case basis.

## 5. Service Level Agreement (SLA)

Some requests and service functionality are subject to a Service Level Agreement that specifies uptime (availability) guarantees, maximum time to response and maximum time to recovery. The SLA uptime and response metrics are calculated monthly. If the SLA is not met, Akido Labs agrees to provide credits or other benefits to the Customer (see *Exceptions and Reimbursements* below). The SLA applies only during the Support Availability Period (see *Contacting Support* above) and excludes outages scheduled more than 2 days in advance. At all times outside of the Support Availability Period, there are no guarantees regarding the availability of support or the service(s) covered under this agreement.

### *Data Integrity and Availability*

Akido Labs will make commercially reasonable efforts to ensure the integrity and availability of Customer data. Customer may, at any time, request a full copy of all Customer data and expect to receive it in CSV format within 60 Business Days. If Akido Labs fails to provide a full and complete copy of Customer Data within 60 Business Days of receipt of a written request, Customer may cancel the contract immediately and without penalty at their discretion. Both Customer and Akido Labs acknowledge that the possibility for data loss exists and that the services provided are not intended to be and will not be used as the system of record for any business-critical data including, but not limited to, a patient's legal health record or the patient's designated record set (as defined by the HIPAA Privacy Rule).

## Exceptions and Reimbursement

### *Exceptions*

Akido Labs has no obligation to provide Support Services for problems in the operation or performance of the software caused by a non-Akido Labs software or hardware product. If Akido Labs determines that it is necessary to perform Support Services for a problem caused by a customer-generated error, then Akido Labs will notify Customer thereof as soon as Akido Labs is aware of such customer-generated error and,

upon Customer's written request, Akido Labs will perform such professional services and Invoice Customer at Akido Labs contracted rate for auxiliary services.

Akido Labs is not responsible for the following: 1) failures caused through Customer or Customer affiliate actions, inactions, errors or omissions, 2) failures caused through suspension of access because of a breach of the Agreement, 3) failures caused by factors outside the reasonable control of Akido Labs including any force majeure event or Internet access or related problems or 4) failures caused by your equipment, software or other technology and/or any third party equipment 5) failures caused by any maintenance scheduled more than 2 days in advance. In the case of software maintained on the Customer premises, Akido Labs must be granted physical access to all hardware hosting Akido Labs software if necessary and Akido Labs must have remote access to the on premise network as well to the virtual machines hosting the Akido Labs software to process requests or service of any kind. In order to appropriately service requests, Akido Labs must have timely access to the IT services of the Customer and to the person that initiated the request.

#### *Reimbursement and Cancellation*

In addition, and without limiting any other right or remedy under this agreement, if uptime falls below the Guaranteed Uptime in any one calendar month or if guaranteed TTR or RTO are exceeded in any one calendar month during the term, Customer shall be entitled to a refund of \$5,250.