

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

1 FIRST AMENDMENT TO AGREEMENT NO. 35791

2 **35791**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 35791 is made and  
4 entered, in duplicate, as of July 28, 2021 for reference purposes only, pursuant to a minute  
5 order adopted by the City Council of the City of Long Beach at its meeting on July 13, 2021,  
6 by and between AKIDO LABS, INC., a Delaware corporation ("Consultant"), with its  
7 principal place of business at 1702 Abbot Kinney Blvd, Venice, California 90291, and the  
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.  
10 35751 (the "Agreement") whereby Consultant agreed to develop a re-engineered intake,  
11 screening, referral, and reporting process through implementation of an integrated data  
12 system; and

13 WHEREAS, the Parties desire to add \$98,602 to the Agreement for a total  
14 not to exceed amount of \$562,142 and to expand the scope of services to include the  
15 purchase and management of associated electronic devices;

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

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

19 "A. Consultant shall furnish specialized services more particularly  
20 described in Exhibit "A" ("Statement of Work" or "Services"), attached to the  
21 Agreement and incorporated by this reference in accordance with the standards of  
22 the profession, and City shall pay for these Services in the manner described below,  
23 in an amount not to exceed Five Hundred Sixty-Two Thousand One Hundred Forty-  
24 Two Dollars (\$562,142), at the rates or charges shown in Exhibit "A".

25 2. The Scope of Work in exhibit "A" to the Agreement is hereby amended  
26 to include additional services more particularly described in Exhibit "A-2", attached hereto  
27 and incorporated by this reference.

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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

August 10, 2021

By [Signature]  
Name Tara Goodner  
Title Chief Product Officer

\_\_\_\_\_, 2021

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

"Consultant"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By \_\_\_\_\_  
City Manager

"City"

This First Amendment to Agreement No. 35791 is approved as to form on \_\_\_\_\_, 2021.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

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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

August 10, 2021

By [Signature]  
Name Talley Goodson  
Title Chief Product Officer

\_\_\_\_\_, 2021

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

"Consultant"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2021

By [Signature]  
City Manager

"City"

This First Amendment to Agreement No 35791 is approved as to form on

August 31, 2021

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

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# EXHIBIT "A-2"

## Scope of Work

# INTEGRATED SYSTEM OF CARE EXTERNAL DEVICE MANAGEMENT

# AKIDO

Alex Brown | alex@akidolabs.com

Akido Labs has prepared this proposal at the City of Long Beach's request to manage all external (client-facing) devices for the Department of Health and Human Services' Integrated System of Care (ISC). The proposed device is an Apple iPad to allow clients to complete intake, program-specific questions, and health screening surveys themselves instead of requiring a DHHS staff member to discuss and record client responses.

Intake and health screening is a core functionality of the ISC, and by removing the dependency on staff members, we can increase adoption and the quality of data in the ISC.

Akido's Device Management package includes\*:

1. Mobile Device Management program to maintain administrative control of the device (software updates, remote troubleshooting, application downloads, device security and compliance)
2. Kiosk software to restrict device usage to the ISC self-service module only
3. On-site support when remote troubleshooting is unsuccessful in resolving device errors

*\*note: these services are provided to Long Beach at cost, with the expectation of transitioning device management to Long Beach IT approximately 1-2 years after implementation.*

Devices and physical enclosures for security & protection (kiosk stands, cases, for example) are purchased on an as-needed basis as the ISC software rolls out over the next 6-12 months to DHHS programs. If preferred, Long Beach may purchase the devices through standard procurement procedures and have them enrolled in Akido's Device Management package.

## Proposed Workflows for Self-Service Intake

How a participant engages with the devices will depend on the program & will inform what physical enclosure is required for physical security and protection of the device.

***There are two main workflows that leverage iPads:***

1. Device is handed to a participant upon arrival to complete intake, program specific questions, and screening in the lobby/waiting area.
2. Device is physically secured as a kiosk at the front check-in desk for the participant to complete intake, program specific questions, and screening as a proxy for check-in.

## Cost Breakdown

### External Devices\*

Item	Unit Cost	Quantity for First Cohort***	Quantity for Full Implementation***
11-inch iPad Pro Wi-Fi 128GB	\$874.91**	10	40
* Devices utilized by program participants (i.e. non-Long Beach staff members). ** Devices are purchased by Akido on an as-needed basis and charged at cost to the City of Long Beach. *** Quantity serves as an estimate.	<b>Estimated Total</b>	<b>\$8,749.10</b>	<b>\$34,996.40</b>

### Tablet Device Enclosure & Protective Hardware (Free-Standing Stands & Physical Protection)\*

Item	Unit Cost	Quantity for First Cohort***	Quantity for Full Implementation***
Kiosk Hardware	\$1200-1500**	2	6
Mounted Tablet Enclosure	\$300-700**	8	24
*Stands and cases for physical protection Devices are purchased by Akido on an as-needed basis and charged at cost to the City of Long Beach **Cost varies based on the type of enclosure and securement required for the program *** Quantity serves as an estimate.	<b>Estimated Total</b>	<b>\$8,600</b>	<b>\$25,800</b>

### Recurring Device Management Fees\*

Item	Unit Cost	Quantity for First Cohort ***	Quantity for Complete Implementation***
Device Management base fee, up to 10 devices	\$1,000**	1	1
Device Management per every additional 5 devices added	\$250**	0	6
* Device Management includes mobile device management to maintain administrative control of the device and manage device security, software updates, and troubleshooting; installation and management of Kiosk software to restrict iPad usage to the ISC; and on-site technical support ** Unit cost applies for the first year, starting when the first device is enrolled. *** Quantity serves as an estimate.	<b>Estimated Total</b>	<b>\$1,000.00 /month</b>	<b>\$2,500.00 /month</b>

The cost of this proposal will not exceed \$60,796.40 in device & enclosure hardware charges (up to 40 devices) and \$2,500.00/month (\$30,000.00/year) in recurring Device Management Fees.