

**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-23010683
FOR
MULTI-DRUG RESISTANT ORGANISM (MDRO) DATA EXCHANGE SOFTWARE**

This Amendment ("Amendment No. 3") to Contract No. MA-042-23010683 for Multi-Drug Resistant Organism (MDRO) Data Exchange Software is made and entered into upon full execution by the Parties ("Effective Date") between **Altarum Institute** ("Contractor"), with a place of business at 3520 Green Court, Suite 300, Ann Arbor, MI 48105, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana CA 92701-7506. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-23010683 for Multi-Drug Resistant Organism (MDRO) Data Exchange Software, September 23, 2023, through September 22, 2026, for a maximum obligation of \$3,595,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No.1 to replace Attachment C (Cost Summary and Pricing) with Attachment C-1 (Revised Cost Summary and Pricing); and

WHEREAS, the Parties executed Amendment No. 2 to amend Paragraph 19 to update vendor contact information, to replace Attachment A (Scope of Work) with Attachment A-1 (Revised Scope of Work) to incorporate a Service Level Agreement, and to replace Attachment C-1 (Revised Cost Summary and Pricing) with Attachment C-2 (Revised Cost Summary and Pricing), of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to replace Attachment A-1 (Revised Scope of Work) of the Contract with Attachment A-2 (Revised Scope of Work), to replace Attachment B (Compensation and Invoicing) of the Contract with Attachment B-1 (Revised Compensation and Invoicing), to delete Attachment D (Business Associate Agreement) from the Contract, and to renew the Contract for two-years for County to continue receiving and Contractor to continue providing the services set forth in the Contract..

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Contract is renewed for a period of two (2) years, effective September 23, 2026, through September 22, 2028, in an amount not to exceed \$808,880 for this renewal period, for a new total amount not to exceed \$4,403,880, on the amended terms and conditions.
2. Attachment A-1 (Revised Scope of Work) of the Contract is deleted in its entirety and replaced with Attachment A-2 (Revised Scope of Work), which is incorporated by this reference.
3. Attachment B (Compensation and Invoicing) of the Contract is deleted in its entirety and replaced with Attachment B-1 (Revised Compensation and Invoicing), which is incorporated by this reference.
4. Attachment D (Business Associate Agreement) of the Contract is deleted in its entirety.

5. Contractor shall continue to reference invoices with MA-042-23010683 to be forwarded to: Orange County, Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702 or email to HCAAccountsPayable@ochca.com.

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 3 remain in full force and effect.

Signature Page Follows

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Altarum Institute

Charles Max Entman

Print Name

Signed by:

Charles Maxwell Entman

ED8C55F71B69440

Signature

President

Title

June 1, 2026

Date

Tracy M. Lawyer

Print Name

DocuSigned by:

Tracy M. Lawyer

E8645BBE3A02417

Signature

VP. General Counsel and Secretary

Title

June 8, 2026

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Roland Tabangin

Print Name

Deputy Purchasing Agent

Title

Signature

Date

Approved as to Form
Office of the County Counsel
County of Orange, California

Brittany McLean

Print Name

Signed by:

Brittany McLean

71CFE638662E411

Signature

Deputy County Counsel

Title

June 9, 2026

Date

ATTACHMENT A-2 – REVISED SCOPE OF WORK

A. Background

Public Health Services (PHS) is the service area of Orange County Health Care Agency (OCHCA) that monitors and investigates the occurrence of disease, injury, and related factors in the community and in collaboration with community partners to develop and implement preventive strategies to maintain and improve the health of the public. Divisions in Public Health Services include Environmental Health, Clinical Services, Communicable Disease Control, Community and Nursing Services, Health Promotion and Community Planning, and Public Health Laboratory. Programs in each division work with other Health Care Agency service areas and community partners to provide vital services to the residents of Orange County.

MDROs are infectious pathogens that are resistant to multiple antibiotic or antifungal agents. Spread of these types of pathogens primarily occur in healthcare settings and are a worldwide public health concern. In 2025, 14,375 individual MDRO cases were reported to Orange County Public Health Services from Orange County acute care hospitals (ACH), long-term acute care hospitals (LTACH), and skilled nursing facilities (SNF).

A critical component of mitigating the spread of MDROs in healthcare facilities is to ensure timely and effective reporting/notification of patient MDRO status during the patient interfacility transfer and admission process. When patients are transferred, each hospital and nursing home has a different method for communicating and receiving MDRO status information. These communications are frequently in paper form and often lost in the transfer process, which is ineffective. Prior to establishment of the OC MDRO Exchange, OCHCA worked with the California Department of Public Health (CDPH) and local hospitals and nursing homes for years on initiatives to improve interfacility MDRO communication, but communication problems continued to persist. MDRO data exchanges have been established in multiple jurisdictions around the country to some extent to provide consistent electronic communication/notification to healthcare facilities and from those facilities to public health. The OC MDRO Exchange onboarded its first facility in March of 2025 and continues to support improved notification to healthcare facilities to minimize inadvertent MDRO exposures, protecting patients from exposure to these potentially deadly pathogens.

B. Base Maintenance and Operations

The services described in this section represent the set of activities required to maintain a secure, stable, and reliable operational environment for the OC MDRO Xchange platform. These services are structured to ensure continuous system availability, preserve data integrity, and support user needs.

- **Hosting & Platform Availability:** Contractor will provide secure hosting and infrastructure support, ensuring 24/7 system availability with a minimum monthly uptime commitment of 99.9% during business hours and excluding scheduled maintenance windows.
- **Security & Compliance:** The platform will undergo routine vulnerability scanning, security patching, and monitoring activities to protect data confidentiality, integrity, and system resilience.

- **Critical Bug Fixes & Defect Resolution:** Contractor will address critical defects that impair system functionality, including authentication failures, data integrity issues, and unhandled exceptions, according to an agreed-upon incident response and prioritization framework.
- **Software Licensing:** Maintenance and provisioning of licenses supporting up to 500 registered users and 200 concurrent system users. Should the number of registered users, concurrent users, or data provider partners exceed the thresholds set forth herein, licensing fee adjustments will apply.
- **EMR Integration Maintenance:** Support and monitoring for existing EMR integrations, including troubleshooting and vendor coordination, limited to the current specifications, data mappings, and transmission protocols in place at contract start.
- **Electronic Lab Reporting (ELR) Data Maintenance:** Maintenance of existing data connections for electronic lab reporting (ELR). Assumes existing HL7v2.5.1 and flat file connections from CalREDIE, additional changes may be addressed via modification pool.
- **Help Desk Support:** Contractor will provide help desk support, with the ability to field issues 24/7.
All issues will be triaged, categorized, and prioritized based on an agreed upon response matrix.
- **Monthly Status Meetings:** Regular status meetings to review system performance, open issues, and release management.

C. Change and Enhancement

This section describes the process for requesting changes or enhancements not included in Base Maintenance & Operations. Such services may include, but are not limited to, development of new features or workflows; material modifications to existing system functionality; new or modified integrations; onboarding of new facilities or data sources; response to vendor assessments; and changes required to address new regulatory, statutory, or policy requirements not anticipated under Base Maintenance & Operations.

As reflected in the Cost Breakdown, Attachment B-1(Compensation and Invoicing, Fees and Charges), the County has allocated \$30,000 each year for Change & Enhancement Services to be performed on a time and materials basis ("Change & Enhancement"). This funding represents a not to exceed ceiling for services performed under this section unless otherwise amended in writing.

The County may request Change & Enhancement Services by submitting a written request describing the desired change. Contractor will review the request and, as appropriate, provide an estimated level of effort. For minor requests requiring minimal effort that, in Contractor's reasonable judgment, present no risk of exceeding the Change & Enhancement Funding ceiling, the County may authorize Contractor to proceed directly on a time-and-materials basis without a formal estimate. The estimate, if provided, will be submitted to the County for review and written authorization prior to commencement of work. All services requested and performed under this section, including estimation, investigation, analysis, design, development, testing, user acceptance support, and delivery, shall be billed against the Change & Enhancement Funding on a time-and-materials basis. Contractor will track time incurred and notify the County if requested work is expected to approach or exceed the funding ceiling. No Change & Enhancement services will be performed beyond the funding ceiling without amendment.

D. Service Level Agreement

1. Definitions

This service level agreement ("SLA") shall be used to describe Contractor's responsibilities with respect to service availability and resolving incidents. Any capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

For purposes of this SLA, the following definitions shall be used:

- a. "Business Hours" means 8:30 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding national holidays.
- b. "Initial Response" means a verbal, written, or electronic response to an Initial Notice, in each case non-automatic, from Contractor to user regarding a reported or discovered Error that details its Severity Level and provides a general approach for next steps.
- c. "Final Resolution" means a permanent fix to the Error to bring Services functionality back into a resolve state.
- d. "Services" means any applications or services housed within the Altarum Secure Cloud Network (ASCN).
- e. "Temporary Resolution" means a temporary fix, patch, or manual workaround to mitigate critical issues until a Final Resolution is available. In circumstances where a workaround cannot maintain system security or integrity, the Temporary Resolution may include taking the system offline.
- f. "Maintenance Fee" means the monthly portion of the annual Maintenance & Operations fee, calculated as the total annual Maintenance & Operations amount divided by twelve

2. Service Availability

Contractor will make commercially reasonable efforts to provide user with access to MDRO Xchange system seven (7) days per week, twenty-four (24) hours per day, with a monthly uptime percentage of at least 99.9% during business hours, excluding Scheduled Downtime. In cases where Contractor is not able to meet this SLA, Contractor will provide credit, described in Table C - Penalty Schedule

3. Schedule Downtime

Contractor shall perform periodic maintenance on the Services for purposes of system upgrades, maintenance, and backup procedures. When commercially reasonable, Contractor will perform such maintenance without disrupting access to the Services. Where access needs to be disrupted ("Scheduled Downtime"), Contractor shall: (i) where possible, perform such maintenance during low usage periods. (ii) where possible, provide reasonable advance notice to users of the Scheduled Downtime. (iii) use commercially reasonable efforts to limit the amount of Scheduled Downtime. Scheduled Downtime shall not exceed eight (8) hours per month

4. Incident Management

A. Incident Priority

Contractor and County acknowledge that defects (“Errors”) may occur in the Services, including issues affecting functionality, performance, security, or system integrity. When the County identifies an Error, it will submit an Initial Notice that includes a Priority Level based on the County’s initial assessment.

The Priority Level assigned by the County may be adjusted following review by Altarum and mutual agreement of each party.

When Altarum identifies an Error, it will assign the Priority Level directly and notify the County. The assigned Priority Level may be adjusted based on the County’s assessment.

Priority Levels shall be assigned in accordance with the definitions set forth in Table A.

Table A – Priority Level Guidelines

Priority Level	Definition
Urgent	The problem may result in material financial losses, result in material legal penalties, or pose significant risk to the security and integrity of the network. The problem should be prioritized above all other issues. Work should occur during any hours of the day for resolution. All relevant team members should be contacted to assist with the resolution of the problem. Contractor should expend all reasonable commercial means to resolve the problem as soon as possible. Senior Contractor leadership should be informed of the problem and informed of timelines for resolution.
High	The problem affects a significant number of users and constitutes loss of critical system functionality or moderate security risk if left unaddressed. The problem should be addressed as soon as possible. Work should occur during business hours and non-business hours, if required. Relevant Contractor leadership should be informed of the problem, and resolution, when reached.
Medium	The problem affects a low number of users or does not significantly impact critical system functionality. The problem should be prioritized during normal business hours.
Low	The problem affects a low number of users and does not result in the loss of routine system functionality.

	The problem should be prioritized during normal business hours and addressed as prioritized in the backlog by both the County and Altarum
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B. Incident Response

If Initial Notice occurs during Business Hours, Contractor will provide County with Initial Responses, Temporary Resolutions, and Final Resolutions within the timeframes provided in Table B below.

Table B – Incident Response for Initial Notices within Business Hours

Priority Level	Initial Response	Temporary Resolution	Final Resolution
Urgent	4 hours	24 hours	14 days
High	8 hours	2 business days	21 days
Medium	Next business day	-	Next scheduled release
Low	2 business days	-	Will be prioritized for release future release with County

If Initial Notice occurs outside of Business Hours, Contractor will provide County with Initial Responses, Temporary Resolutions, and Final Resolutions within the timeframes provided in Table B2 below.

Table B2 – Incident Response for Initial Notices outside of Business Hours

Priority Level	Initial Response	Temporary Resolution	Final Resolution
Urgent	12 hours	24 hours	14 days
High	Next business day	2 business days	21 days
Medium	Next business day	-	Next scheduled release
Low	2 business days	-	Will be prioritized for release future release with County

C. Unscheduled Downtime and Penalty Schedule

Should any unscheduled downtime occur to in-scope services, Contractor will provide a credit based on the schedule below:

Table C – Penalty Schedule

Monthly System Uptime	Downtime Penalty	Notes
Less than 96.7% but greater than 93.3%	5% of the Maintenance Fee for the applicable month	Between 1-2 days of downtime
Less than 93.3% but greater than 90%	8% of the Maintenance Fee for the applicable month	Between 2-3 days of downtime
Less than 90% but greater than 87%	13% of the Maintenance Fee for the applicable month	Between 3-4 days of downtime
Less than 86.7% but greater than 83.3%	18% of the Maintenance Fee for the applicable month	Between 4-5 days of downtime
Below 83.3%	25% of the Maintenance Fee for the applicable month	More than 5 days of downtime

No material adjustments made to the Scope of Work will be authorized without County's express prior written approval. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B-1 – REVISED COMPENSATION AND INVOICING**1. Compensation**

This is a fixed price Contract not to exceed the amount of \$4,403,880 for the Term of Contract of which \$808,880 is for the renewal period September 23, 2026, through September 22, 2028.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Year 4: September 23, 2026 - September 22, 2027, \$398,000

Cost Breakdown		
Task	Description	Cost
Hosting & Infrastructure	Costs related to infrastructure, includes penetration testing	\$163,000.00
Base M&O Support	Costs related to platform availability, patching, security, bug fixes, help desk, adherence to SLA, administrative expenses	\$205,000.00
Change & Enhancement	Costs for activities beyond the scope of Base Maintenance & Operations. Work to be completed on time and materials (T&M) basis.	\$30,000.00
Total:		\$398,000.00

Year 5: September 23, 2027 – September 22, 2028, \$410,880

Cost Breakdown		
Task	Description	Cost
Hosting & Infrastructure	Costs related to infrastructure, includes penetration testing	\$168,705.00
Base M&O Support	Costs related to platform availability, patching, security, bug fixes, help desk, adherence to SLA, administrative expenses	\$212,175.00
Change & Enhancement	Costs for activities beyond the scope of Base Maintenance & Operations. Work to be completed on time and materials (T&M) basis.	\$30,000.00
Total:		\$410,880.00

Contractor estimates the costs below for two years of Maintenance & Operations support. The estimates reflect Base M&O Support, with a 3.5% escalation applied to the second year, plus \$30,000 each year allocated for Change & Enhancement to be performed on a time-and-materials basis.

Time & Materials Hourly Labor Rates

Project Labor Class	Year 1	Year 2
Health Informatics Analyst	\$150.00	\$155.25
Senior Health Informatics Analyst	\$180.00	\$186.30
Senior Public Health Project Manager	\$195.00	\$201.83
Public Health Systems Developer	\$175.00	\$181.13
Senior Public Health Systems Architect	\$215.00	\$222.53
Healthcare Interoperability Developer	\$215.00	\$222.53
Senior Public Health Technical SME	\$260.00	\$269.10

- A. Contractor's invoices shall be on a form approved or supplied by County and provide such information as is required by County.
- B. County may withhold or delay any payment if Contractor fails to comply with any provision of the Contract, or if sufficient progress is not being made with the program as determined by County in its sole discretion.
- C. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent contract.
- D. Contractor and County may mutually agree, in writing, to modify the Payments Paragraph of this Attachment C to the Contract.

3. Payment Terms:

Change and Enhancement: will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

Hosting & Infrastructure, Maintenance & Operating Payment: shall be made in advance within thirty (30) days of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

- 4. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services

5. **Price Increase/Decreases:** No price increases are permitted during the term of the Contract. Notwithstanding the foregoing, the pricing set forth in Section 2 (Fees and Charges), including the Year 5 escalation reflected therein, represents the agreed-upon compensation for the renewal period and shall not be considered a price increase subject to the provisions of this. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
6. **Firm Discount and Pricing Structure:** Contractor guarantees that the prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
7. **Contractor's Expense:** Contractor is responsible for all costs related to photocopying, telephone and fax communications, travel, parking and any and all "out of pocket" expenses incurred by Contractor during the performance of work and services under this Contract, unless otherwise specified. Contractor is responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will not provide free parking for any service in the County Civic Center.
8. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice must have a unique number and must include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Department
 - e. Delivery/service address
 - f. Master Contract No. MA-042-23010683
 - g. Department's Account Number, if applicable
 - h. Date of Invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be submitted in arrears to HCAAP@ochca.com or:

Orange County Health Care Agency

County of Orange, Health Care Agency
File Folder:

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Accounts Payable
P● Box 689
Santa Ana, CA 92702

10. Payment (Electronic Funds Transfer)

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the department representative listed in the Contract.