Addendum 7

This Addendum 7, ("Addendum 7") effective June 10, 2024, is the seventh addenda to the Statement of Work ("SOW") dated March 23, 2018 between International Business Machines Corporation ("Contractor" or "IBM") and County of Sonoma ("CoS" or "County" or "Client") under IBM's Contract #01-67 with OMNIA Partners, LLC, formerly known as the National Cooperative Purchasing Alliance. In the event of a conflict between the terms of the SOW and the terms of this Addendum 7, the terms of this Addendum 7 shall govern.

1. Background

The County of Sonoma together with Contractor IBM have completed Phases 1, 2, 3, 4, 5 and 6 of a multiphase initiative to support ACCESS Sonoma County ("ACCESS" or "ACCESS Sonoma") to address the needs of the most vulnerable residents who are often high-need or multi-need utilizers of County Safety Net services. The ACCESS Sonoma system is comprised of multiple technical products integrated together including, a portal as the user interface, a back end data management layer, and cloud access and managed services that support the system.

The current provider of the user interface for ACCESS Sonoma, Merative, has announced their intent to sunset the Merative Integrated Care (MIC) component formerly known as Watson Care Manager and will not renew the MIC software at the end of the current license period that ends on June 30, 2024. This necessitates the replacement of the MIC software as the portal user interface for ACCESS Sonoma. Sonoma County intends to replace MIC with an IBM supported technical component called IBM Care Manager (ICM).

The objective of this Addendum 7 is to provide licensing, fees and terms and conditions for the period from July 1, 2024 through June 30, 2027 for key technical products in the integrated ACCESS Sonoma system including:

a. IBM Care Manager (replacing MIC)
b. IBM Health and Human Services Connect360 (Connect360)
c. BM InfoSphere Master Data Management (MDM)
d. IBM Db2
e. Microsoft Azure Cloud Resources
f. Cloud Managed Services provided by IBM
g. Ad hoc ACCESS Sonoma application maintenance and support services

All these components comprise the ACCESS Sonoma system to help provide wholistic care services and support to Sonoma County's clients.

2. IBM Care Manager Implementation

IBM and the County will work collaboratively to replace the Merative Integrated Care (MIC) user interface with IBM Care Manager as specified herein Appendix E, Statement of Work for Addendum 7, Merative Integrated Care Replacement. Should the County of Sonoma determine that the replacement product, IBM Care Manager (ICM), is not an adequate replacement for MIC, they may with 60 days' written notice terminate the usage of ICM licensed product at the end of the first 12 months, in which event County shall have no further liability or obligations under this Agreement relating to ICM.

3. Total Pricing

The software subscription services will be extended for ACCESS Sonoma from July 1st, 2024 through June 30, 2027 plus ad hoc maintenance and support services for a total price of $1,925,577.06 as outlined in the table below:

Description	Price ($)
IBM Health and Human Services Connect360	**$101,568.00**
IBM Care Manager	**$240,000.00**
IBM InfoSphere Master Data Management	**$311,045.27**
IBM Db2	**$339,331.80**
MS Azure resources and cloud managed services	**$690,000.00**
Ad hoc maintenance and support services	**$313,632.00**
Total Software Price	**$1,995,577.07**

Table 1, Software Pricing Summary Subscription Services Payment Schedule

3.1. Software Licensing and Subscription Payment Schedule

IBM will invoice Sonoma County annually on July 1, 2024, July 1, 2025 and July 1, 2026 for IBM Care Manager, Connect360, MDM, and Db2 as outlined in the following table:

Description	Y1: July 1st 2024to June 30th 2025	Y2: July 1st 2025 to June 30th 2026	Y3: July 1st 2026 to June 30th 2027	Total
IBM Health & Human Services Connect360 for 150,000 Clients in the data hub	$33,856.00	$33,856.00	$33,856.00	**$101,568.00**
IBM Care Manager	$80,000.00	$80,000.00	$80,000.00	**$240,000.00**
IBM InfoSphere Master Data Management for 150,000 Clients in the data hub	$100,632.59	$103,651.57	$106,761.11	**$311,045.27**
IBM Db2	$109,784.14	$113,077.66	$116,469.99	**$339,331.79**
Total Software Price	$388,816.73	$395,129.23	$401,631.10	**$991,945.07**

Table 2 Annual Software Licensing Payment Schedule

3.2. Cloud and Managed Services Pricing

The Addendum includes a 3-year fixed price Microsoft Azure equipment subscription, 3-year fixed price managed service to enable the use of the ACCESS SONOMA system in accordance with the capabilities outlined within Appendix C and this contract addendum.

The total Charges for the 3-year period is $690,000.00, after qualified rebates and are exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes.

Should Sonoma County be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM for MS Azure resources and cloud managed services, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made.

Any early termination of a 3-year reserve as described in Appendix C, MSFT Azure and Cloud Managed Services Terms and Conditions will result in an early termination penalty assessed to Sonoma County. This penalty will be Sonoma County's responsibility to pay to IBM.

Cloud and Managed Services pricing for this SOW are as follows:

Component	Reference Section	Term	Pricing
Fixed Price 3-year Cloud Equipment and Managed Services subscription	Appendix C, MSFT Azure and Cloud Managed Services Terms and Conditions	July 1, 2024 through June 30, 2027	**$690,000.00**

Table 3, Estimated Total Cloud and Managed Services

3.3. Cloud and Managed Services Payment Schedule

IBM will invoice the County annually on July 1 each year as shown in the table below:

Term	Description	Amount
July 1, 2024 through June 30, 2025	Year 1 Cloud and Managed Services	**$215,000.00**
July 1, 2025 through June 30, 2026	Year 2 Cloud and Managed Services	**$230,000.00**
July 1, 2026 through June 30, 2027	Year 3 Cloud and Managed Services	**$245,000.00**
	Total	**$690,000.00**

Table 4, Cloud and Managed Services Payment Schedule

4. Ad Hoc and Support Services

Client authorized Adhoc Support Services will be approved using IBM PCR process and invoiced on a time and materials basis, inclusive of all costs unless otherwise agreed in writing, at the end of each month for hours worked that month. The invoice will contain a cumulative total of hours performed by role, with minimum billing increments of one quarter of an hour. Contractor is only authorized to work up to the estimated total price regardless of Scope, Completion Criteria, or Exit Criteria; the change control process

will be utilized should additional funding be required. Hours will be invoiced monthly using Labor Rates from the following table:

Role	Rate	Estimated Hours	Estimated Price
Program Manager	$ 375.00	40	$ 15,000.00
Project Manager	$ 320.00	120	$ 38,457.00
DS&P Specialist	$ 50.00	45	$ 2,250.00
Architect Lead	$ 350.00	40	$ 14,000.00
Sr. Architect	$ 275.00	120	$ 33,000.00
DBA	$ 275.00	135	$ 37,125.00
Sr. Business Analyst	$ 320.00	40	$ 12,800.00
Business Analyst	$ 275.00	120	$ 33,000.00
Programmer	$ 225.00	120	$ 27,000.00
Developer	$ 275.00	180	$ 49,500.00
Testing Lead	$ 275.00	40	$ 11,000.00
Associate Tester	$ 225.00	180	$ 40,500.00
	Totals	1180	$313,632.00

Table 5, T&M Labor Rates

5. Additional Terms

5.1. IBM Substitution

IBM has the sole right to direct the use, and if necessary, substitute a functional equivalent, of each individual IBM software and MSFT Cloud Resource or Cloud Managed Service in order to deliver the services, provided that doing so: 1) does not materially interrupt Client's operations; and 2) the services are not dependent on any single asset.

5.2. Client-Directed Suppliers

If Client explicitly requests that IBM use a specific subcontractor or supplier of products or services for any portion of the services described in this SOW, IBM will use such subcontractor or supplier contingent upon successful negotiations and execution of an acceptable procurement agreement, including pricing, with such subcontractor or supplier. Additionally, the use of such subcontractor or supplier will be subject to the Project Change Control Procedure, if such use could negatively impact the project scope, schedule, cost, resources, or other terms of this SOW. IBM will have no obligation to perform an independent assessment, nor makes any representation as to the qualifications or charging practices of such subcontractor or supplier.

5.3. IBM Intellectual Capital/Tools

IBM will be using preexisting IBM proprietary tools (the "IBM Tool(s)") during the services to perform certain IBM responsibilities. The IBM Tools and associated documentation: 1) are not provided to Client under the terms of this SOW, 2) are not needed for Client to receive the benefit of the services described in this SOW, and 3) remain the property of IBM. If any IBM Tools are installed at Client's location, IBM will remove the IBM Tools upon completion of the project.

5.4. Information Security and Data Protection

Client agrees that no Client personal data will be provided to IBM for processing on behalf of Client under this transaction.

In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and an agreed-upon DPA Exhibit will apply to IBM's processing of personal data on behalf of Client and be incorporated into the Agreement.

6. Signature

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be duly executed by their respective authorized representatives.

By: _____   By: _____

Name: Kenneth Wolsey_____   Name: Tina Rivera_____

Title: IBM Partner_____   Title: Sonoma County Director of Health Services

Date: June 11, 2024_____   Date:_____

Appendix A, IBM Health and Human Services Connect360, IBM Care Manager and IBM Community Health Licensing Quote and Terms and Conditions

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

Quotation

Quotation Number	**0063h00000MDIMTAA5**

Component ID 694967L	**IBM Health and Human Services Connect360**	
	Monthly License	

Feature Code	**Description**	**Quantity**
7526	**Connect360 Data Fabric**	**1 unit**
9340	**IBM Care Manager Portal**	**1 Unit**

	Year 1, July 1, 2024 through June 30, 2025	
	Connect360 Unit Price (monthly)	**$2,821.33**
	IBM Care Manager Unit Price (monthly)	**$6,666.67**
	Term	**12 Months**
	Total Commit Value	**$113,856.00**

	Year 2, July 1, 2025 through June 30, 2026	
	Connect360 Unit Price (monthly)	**$2,821.33**
	IBM Care Manager Unit Price (monthly)	**$6,666.67**
	Term	**12 Months**
	Total Subscription and Support	**$113,856.00**

	Year 3, July 1, 2026 through June 30, 2027	
	Connect360 Unit Price (monthly)	**$2,821.33**
	IBM Care Manager Unit Price (monthly)	**$6,666.67**
	Term	**12 Months**
	Total Subscription and Support	**$113,856.00**

Renewal for this subscription: Terminate at end of current term

Applicable tax will be calculated at the time of order processing

This quotation is valid from 14-May-2024 and will expire on 3-Jul-2024

IBM Consulting Software and Subscription Support

IBM will provide subscription and support which entitles Client to receive updates of IBM HHSC360 made generally available to customers of IBMHHSC360 (IBM Consulting S&S) for each IBM Consulting S&S period (a "Term") specified in this quote, for no additional license fee.

IBM will provide Client, for no additional license fee, with IBM HHSC360 fixes, restrictions, and bypasses, if any, that it develops. IBM will provide to Client, and authorize Client to use, the most current commercially available version, release, or update of IBM HHSC360, should any be made available.

The IBM Consulting S&S process is as follows:

1. Client may contact the IBM support line to report suspected problems, to ask short duration installation or usage (how to) questions, or to request information about IBM HHSC360. Answers to questions from Client will be provided on a commercially reasonable efforts basis.

2. Calls to the IBM support line will be accepted from up to two (2) designated Client personnel whom Client will identify upon signature of this SOW. Changes to these names can be made by mutual agreement between Client and IBM. The IBM telephone number will be provided to Client upon signature of this SOW.

3. IBM will acknowledge Client support calls with a response time objective of 24 hours or less, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday in Client's time zone, except on IBM and national holidays.

4. IBM will attempt to provide fixes to problems in IBM HHSC360 identified by Client as soon as practical. At IBM's discretion, fixes may be packaged and delivered as a system on a scheduled basis. IBM's response to reported problems, if IBM is able to reproduce the reported problem, may include 1) giving correction information, 2) providing a workaround, or 3) electronically delivering, via a file transfer protocol (ftp), corrected code.

5. If the reported problem cannot be reproduced, or there is no known workaround or corrected code available for the problem, IBM may close the problem. In such an event, IBM will notify Client that the problem has been closed. Problems still open at the end of the support period will be fixed, a work around provided, or will be closed, at IBM's sole discretion.

6. Support for a particular version or release of IBM HHSC360 is available only until IBM withdraws IBM Consulting S&S for that version or release. When such IBM Consulting S&S is withdrawn, Client must upgrade to a supported version or release in order to continue to receive such support. If IBM withdraws IBM Consulting S&S, Client understands that IBM will not make IBM Consulting S&S available for IBM HHSC360.

Any update of IBM HHSC360 released during a Term will be governed by the licensing terms as set forth in the IBM Consulting Software License Grant section.

IBM Consulting S&S does not include assistance for 1) the design and development of applications, or 2) failures caused by products for which IBM is not responsible under this SOW.

2   IBM Consulting S&S – Supplemental Terms and Conditions

1. Initial IBM Consulting S&S is provided for the Term specified in this quote.

2. Thereafter, the IBM HHSC360 license and Consulting S&S will be renewed for successive one-year terms or as otherwise specified, provided IBM offers said IBM Consulting S&S.

3. The charge for the first renewal year of the IBM HHSC360 license and Consulting S&S will be provided in a quote from IBM. IBM will invoice Client for first renewal charge 30 days prior to the Term Start Date.

4. IBM may increase the charge for the IBM HHSC360 license and Consulting S&S upon written notice provided to Client prior to the start of the next Term.

5. IBM will notify Client of the upcoming renewal approximately 60 days prior to expiration of the then-current Term.

6. Should Client wish to renew the IBM HHSC360 license and Consulting S&S, IBM will invoice Client for the IBM HHSC360 license and Consulting S&S renewals 30 days prior to the start of each subsequent Term.

7. The amount invoiced for any renewal of the IBM HHSC360 license and Consulting S&S is not refundable.

8. If Client elects not to renew the IBM HHSC360 license and Consulting S&S and, at a later date, wishes again to obtain coverage, providing IBM Consulting S&S is available, a reinstatement charge will be added to the then current the IBM HHSC360 license and Consulting S&S charge.

3   IBM Consulting Software

IBM Consulting Software consists of preexisting IBM or third-party literary works or other works of authorship such as programs, program listings, programming tools, documentation, reports, drawings and similar works that IBM may license to Client or that IBM may use when providing a service. IBM Consulting Software is deemed Existing Licensed Works as such term is defined in the Contract.

1. **IBM Consulting Software License Grant**

Subject to the section entitled "IBM Consulting Software Special Terms," IBM grants Client a nonexclusive, paid-up license to use, execute, copy, modify (including the right to prepare derivative works of), display, and distribute, all within the Client Enterprise only, the IBM Health and Human Services Connect360 IBM Consulting Software.

2. IBM Consulting **Software Special Terms**

   a. IBM warrants that the IBM Consulting Software was developed using commercially reasonable care and skill, and further, if modified by IBM, will be conveyed as services deliverables with that same degree of care.

   b. IBM and its third-party suppliers have all right, title, and interest (including ownership of copyright) in IBM Consulting Software and IBM Consulting Software is licensed, not sold.

   c. Notwithstanding anything in the Contract, IBM Consulting Software is provided "AS IS" AND, UNLESS PROHIBITED UNDER APPLICABLE LAWS OR EXPLICITLY STATED IN THIS SECTION, IBM AND ITS THIRD PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO GBS SOFTWARE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

   d. The IBM Consulting Software license granted is for internal use only and includes the right to make and install copies of the IBM Consulting Software to support such use, and the right to make one copy of the IBM Consulting Software for backup and recovery purposes.

   e. The terms of this IBM Consulting Software license apply to each copy Client makes of the IBM Consulting Software. Client agrees to reproduce all copyright notices and all other legends of ownership on each copy.

   f. All modifications and the modified IBM Consulting Software made by IBM under this or any SOW and all rights therein (including copyrights), will belong exclusively to IBM, but will be subject to this IBM Consulting Software license.

   g. All modifications made solely by Client as part of development efforts separate and unrelated to this SOW, will belong exclusively to Client for Client's internal use only; provided, however, the right to make such modifications does not grant Client any rights of ownership in the unmodified IBM Consulting Software which will remain subject to the license granted herein.

   h. Client agrees not to: i) sublicense, assign, or transfer the license for the IBM Consulting Software, ii) sell, lease, license or otherwise distribute the IBM Consulting Software to any third party, iii) reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the IBM Consulting Software not provided in modifiable form except as specifically permitted by law without the possibility of contractual waiver, or iv) sublicense,

assign, or transfer the license for the IBM Consulting Software to a successor, acquired, or acquiring organization by merger or acquisition. Any attempt to do items (i), (ii) or (iv) is void.

i.   IBM may terminate this license if Client does not comply with any of the terms of this SOW, upon notice and an opportunity to cure.

j.   Upon termination, Client agrees to destroy, and make no further use of, the GBS Software and certify such destruction to IBM.

3.   **Open Source Software**

The following term applies to the Open Source Software (OSS) included with the IBM Consulting Software.

OSS that IBM may install, update, access or otherwise use for Client under this SOW is distributed and licensed to Client by the non-IBM OSS distributors and/or respective copyright or other right holders under their terms and conditions. IBM is not a licensee or licensor of such OSS, and performs the work described in this SOW on Client's behalf. IBM is not liable for any damages arising out of the use of OSS.

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Open Source
Software List.docx

*Note: Creative Commons and SIL-OFL for Font-Awesome documentation requires Separately Licensed Code (SLC) when distributed.

Appendix B, IBM InfoSphere MDM and Db2 Licensing Quote with Terms and Conditions

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM

IBM Quotation

Attn: Larry Frank
COUNTY OF SONOMA
1450 NEOTOMAS AVE STE 200
SANTA ROSA CA 95405-7574
UNITED STATES

IBM Site Number: 3902869
IBM Customer Number: 2239353

Dear Larry Frank

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/containerlicenses.html.

This quotation is valid from 08-May-2024 and will expire on 30-Jun-2024.
We look forward to your order.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

DANIELLE Ali
Phone Number: 1-312-529-1760
Fax Number: 1-845-491-2413
E-mail Address: harrisda@us.ibm.com

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International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM

IBM Quotation

Quotation Information
Number: 19836977
Effective Date: 08-May-2024
Expiration Date: 30-Jun-2024

Customer Information
Attn: Larry Frank
COUNTY OF SONOMA
1450 NEOTOMAS AVE STE 200
SANTA ROSA CA 95405-7574
UNITED STATES

Sales Representative
IBM Contact: DANIELLE Ali
Phone Number: 1-312-529-1760
Fax Number: 1-845-491-2413
E-mail Address: barrisda@us.ibm.com

IBM Site Number: 3902869
IBM Customer Number: 2239353

Summary
Current Transaction:

Software	650,377.07	
Estimated Tax	0.00	
Total	**650,377.07**	**USD**

Current Transaction

Software   650,377.07 USD

IBM Master Data Management Cartridge for IBM Cloud Pak for Data Virtual Processor Core Subscription License

Subscription Part#: D039MZX
Billing: Annual
Unit Price: 12,579.07
Term Dates: 31-Jul-2024 - 30-Jul-2027
Renewal Quote Number: 10021475

Subscription Length: 36 Months
Price Change within Subscription: Increase 3.000 % every 12 Months
Renewal Type: Expires at end of Subscription

Line Item	Quantity	Month	Subscription Rate	Line Item Price
1	8	1-12	100,632.59	100,632.59
2	8	13-24	103,651.57	103,651.57
3	8	25-36	106,761.11	106,761.11
Subtotal				311,045.27 USD

International Business Machines Corporation
*International Business Machines Corporation, 1 North Castle Drive, Armonk, NY
10504*

IBM

**IBM Db2 Advanced Edition Cartridge for IBM Cloud Pak for Data Virtual Processor Core
Subscription License**

Subscription Part#: D03FWZX
Billing: **Annual**
Unit Price: 27,446.04
Term Dates: **31-Jul-2024 - 30-Jul-2027**
Renewal Quote Number: **10021475**

Subscription Length: **36 Months**
Price Change within Subscription: **Increase 3.000 % every 12
Months**
Renewal Type: **Expires at end of Subscription**

Line Item	Quantity	Month	Subscription Rate	Line Item Price
4	4	1-12	109,784.14	109,784.14
5	4	13-24	113,077.66	113,077.66
6	4	25-36	116,469.99	116,470.00
Subtotal				**339,331.80 USD**

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase
Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the
Purchase Order value must cover the Total Commit Value.

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International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM.

PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Products and Services	Subscription	Total
1	0.00	210,416.73	210,416.73
13	0.00	216,729.23	216,729.23
25	0.00	223,231.11	223,231.11
Total in USD	0.00	650,377.07	650,377.07

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International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM

IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/containerlicenses.html.

IBM Attachment for Subscription Licensing

If the Passport Advantage Express Agreement that applies to this transaction does not include terms for Subscription Licenses, the terms of the IBM Attachment for Subscription Licensing, in addition to the terms of the Passport Advantage Express Agreement, govern some or all of the quote or order to which this document relates. That Attachment can be found at the link below:

IBM International Passport Advantage/Passport Advantage Express Attachment for Subscription Licensing
https://www.ibm.com/software/passportadvantage/termlicenses.html

Data Processing Protection - IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the applicable DPA Exhibit of: i) for Subscription & Support Services at https://www.ibm.com/mysupport/s/article/support-privacy; or ii) for Cloud Services, as stated in associated Service Descriptions; applies IBM's processing of personal data on behalf of Client.

If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:
Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage
IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla
IBM Software Support Web site: https://www.ibm.com/software/support/handbook.html
IBM Customer Number: 2239353

Appendix C
MSFT Azure and Cloud Managed Services Terms and Conditions

C.1 Cloud platform
IBM shall be using the Microsoft Azure Cloud within US Government region as the target environment,
to host the ACCESS Sonoma infrastructure. MS Azure US Government cloud ensures that any resources
deployed in this specific region shall always stay within United States. The same constraint will also
apply on the data contained within the Azure resources. This is outlined further in Appendix C, MSFT Azure and Cloud Managed Services Terms and
Conditions

C.2 MSFT-Azure Governance
IBM and Sonoma County will meet as agreed on a regular scheduled basis to review MSFT-Azure
performance, and to share planning information as part of managed services. IBM will schedule and
conduct required review meetings and inform Sonoma County of required attendees.

C.3 Monthly Touch Point and Review
In the event Helpdesk Tickets are opened with Microsoft by IBM or Sonoma County, IBM and Sonoma
County will review and address immediately:
    a) actions that were a carry-over from a prior meeting or ticket submission
    b) Change Log review
    c) outstanding Helpdesk Tickets; and
    d) upcoming scheduled milestones and/or events

C.4 Quarterly Financial Review
IBM and Sonoma County will review and address:
    a) prior period performance, any outstanding issues, backlog, risks, or items needing special
    attention / escalation for resolution
    b) invoices from the previous quarter
    c) actual consumption against plan
    d) requested changes to monthly billing
    e) key changes scheduled for the following quarter that will impact project financials; and
    f) forecast discussions (i.e., planned/un-planned increases or decreases in MSFT-Azure
    consumption).

C.5 MSFT Azure Cloud Resources

The following table specifies the equipment and configurations that are provisioned and supported in the MSFT-Azure Cloud by IBM on behalf of the County.

Service category	Service type	Custom name	Region	Description
Security	Microsoft Entra ID (formerly Azure AD)		East US	Premium P1 - 10 users, Premium P2 - 5 users, Enterprise tier, User forest - 730 Hours.
Compute	Virtual Machines	AD Domain Controllers	US Gov Virginia	1 D4s v3 (4 vCPUs, 16 GB RAM) (3 year reserved), Windows (License included), OS Only; 0 managed disks – S4, 1,000 transaction units; Inter Region transfer type, 5 GB outbound data transfer from US Gov Virginia to US Gov Texas
Networking	Load Balancer	Load Balancer - UAT	US Gov Virginia	Standard Tier: 0 Rules, 0 GB Data Processed
Networking	Load Balancer	Load Balancer - PROD	US Gov Virginia	Standard Tier: 0 Rules, 0 GB Data Processed
Networking	VPN Gateway	VNET Mgmt	US Gov Virginia	VPN Gateways, VpnGw2 tier, 756 gateway hour(s), 0 additional S2S tunnels (beyond included amount), 0 additional P2S connections (beyond included amount), 0 GB, Inter-VNET VPN gateway type
Compute	Azure Kubernetes Service (AKS)	Workers Nodes (3+3)	US Gov Virginia	Standard; Cluster management for 0 clusters; 6 B8ms (8 vCPUs, 32 GB RAM) (3 year reserved), Linux; 6 managed OS disks – P10

Service category	Service type	Custom name	Region	Description
Containers	Azure Container Registry		US Gov Virginia	Premium Tier, 1 registry x 30 days, Geo Replication - 1 regions, 0 GB Extra Storage, Container Build - 1 CPUs x 1 Seconds - Inter Region transfer type, 5 GB outbound data transfer from US Gov Virginia to US Gov Arizona
Compute	Virtual Machines	Database	US Gov Virginia	2 DS13 v2 (8 vCPUs, 56 GB RAM) (3 year reserved), Linux, On Demand (AHB); 2 managed disks – P30; Inter Region transfer type, 5 GB outbound data transfer from US Gov Virginia to US Gov Texas
Compute	Virtual Machines	DataWarehouse	US Gov Virginia	2 DS13 v2 (8 vCPUs, 56 GB RAM) (3 year reserved), Linux, On Demand (AHB); 2 managed disks – P30; Inter Region transfer type, 5 GB outbound data transfer from US Gov Virginia to US Gov Texas
Compute	Virtual Machines	DataStage	US Gov Virginia	2 B8ms (8 Cores, 32 GB RAM) (3 year reserved), Linux, On Demand (AHB); 2 managed disks – P20; Inter Region transfer type, 5 GB outbound data transfer from US Gov Virginia to US Gov Texas
Compute	Virtual Machines	MS SQLServer	US Gov Virginia	2 DS13 v2 (8 vCPUs, 56 GB RAM) (3 year reserved), Linux, On Demand (AHB); 2 managed disks – P30; Inter Region transfer type, 5 GB outbound data transfer from US Gov Virginia to US Gov Texas
Management and governance	Azure Backup	VMs - Worker Nodes +2	US Gov Virginia	Azure VMs, Standard Backup policy, 8 Instance(s) x 128 GB, GRS Redundancy, Low Average Daily Churn, 1,331 GB Average monthly backup data in Standard Tier, 0 GB Average monthly backup data in Archive Tier

Service category	Service type	Custom name	Region	Description
Management and governance	Azure Backup	Databases	US Gov Virginia	Azure VMs, Standard Backup policy, 2 Instance(s) x 1 TB, GRS Redundancy, Low Average Daily Churn, 2,662 TB Average monthly backup data in Standard Tier, 0 TB Average monthly backup data in Archive Tier
Management and governance	Azure Backup	DataWarehouse	US Gov Virginia	Azure VMs, Standard Backup policy, 2 Instance(s) x 1 TB, GRS Redundancy, Low Average Daily Churn, 2,662 TB Average monthly backup data in Standard Tier, 0 TB Average monthly backup data in Archive Tier
Storage	Storage Accounts	DR - Worker Nodes + 2	US Gov Virginia	Managed Disks, Premium SSD, LRS Redundancy, P10 Disk Type 6 Disks; Pay as you go
Storage	Storage Accounts	DR - DataWarehouse	US Gov Virginia	Managed Disks, Premium SSD, LRS Redundancy, P30 Disk Type 2 Disks; 1 year reserved; Pay as you go
Storage	Storage Accounts	DR - Databases	US Gov Virginia	Managed Disks, Premium SSD, LRS Redundancy, P20 Disk Type 2 Disks; Pay as you go
Storage	Storage Accounts	DR - MS SQLServer	US Gov Virginia	Managed Disks, Premium SSD, LRS Redundancy, P30 Disk Type 2 Disks; 1 year reserved; Pay as you go
Security	Microsoft Defender for Cloud	Kubernetes Security	US Gov Virginia	Microsoft Defender for Cloud Security Posture Management: 0 Billable Resources x 730 Hours
Management and governance	Azure Site Recovery	All 10 VM+ 4 Worker Notes	US Gov Virginia	0 Customer instances, 12 Azure instances
Networking	Bandwidth			Internet egress, 5 GB outbound data transfer from US Gov Virginia routed via Microsoft Global Network

Table C-1, MSFT Azure Cloud Resources

Any change to the resources listed in Table C-1 are subject to the Project Change Order Procedure and may require additional labor to implement the changes.

C-2, Azure Availability SLAs

This link (https://azure.microsoft.com/en-us/support/legal/sla/) shows the current Microsoft-Azure Service Level Agreements ("MSFT-Azure SLA's") that are incorporated herein by reference.

C-3, Cloud Managed Services

IBM will provide managed services for the MSFT-Azure Cloud as shown in the table below.

Service	Description
Remote Access Management	Provides management of remote access accounts to the Clients' hosted and managed environments.
SIOC-SIEM	Security Information and Event Management (SIEM) for systems, monitored by the SIOC 24x7x365
SIOC-AV/HIPS	Antivirus and Host Intrusion Prevention Systems (HIPS) for systems, monitored by the SIOC 24x7x365
SIOC-System Scan	System vulnerability scans conducted by the SIOC with weekly scan reports send to the Client.
SIOC-Baseline Scan	Compliance scanning for Client hosts against security configuration baselines (i.e., CIS Benchmarks, or DISA STIGs)
Systems Administration - Linux	Client Operating System maintenance, including patching, vulnerability remediation, tuning, troubleshooting and issue resolution - Linux
Systems Administration - Windows	Client Operating System maintenance, including patching, vulnerability remediation, tuning, troubleshooting and issue resolution - Windows
Data Backup Management	Backup and restoration of client data using the CSP native tools and systems, which includes scheduling backup jobs, resolving failed backup job issues and conducting restoration activities to retrieve and restore data when requested.
Enterprise System Management (ESM)	Monitor the core functions of availability, performance, and event management. including 24x7x365 monitoring networks, systems and critical business services with real-time alerting, ticketing, notification and reporting capabilities.
Enterprise Operation Center - EOC	Respond to incident alarms and events of Client system that are monitored by FIMS, 24x7x365. This service is only available for systems monitored by the ESM service.
Service Desk - Medium (11-25)	Record and track incidents, problems, requests and change activity in the FIMS ticketing system (11-25)

Service	Description
Network and Firewall Management	Administration of firewalls, networks and VLANs within the tenant boundary. This includes management of the security zones, routes and ports that reside on physical and/or virtual infrastructure, which is separate from the management of the physical device itself.
Load Balancer Administration	Administration of Client load balancing needs, both physical and virtual
DS&P Oversight	DS&P Oversight and management allows for IBM's DS&P consultant to monitor the projects client and technical environments, identifying contractual, regulatory requirements and security risks while translating all of this into needed DS&P controls. These controls will be in place for the lifespan of the project. See appendix C for additional responsibilities
Project Oversight	Project oversight includes both Database Administrator and Project Manager The Database Administrator oversite to manage vulnerabilities, updates, patches, penetration testing and Access Sonoma Deployments The Project Manager will provider oversight of the overall Manages Services project for the lifespan of the project. Their responsibilities will include, but are not limited to, working with the onboarded IBM team to identify any risks to the program, conduct Monthly and Quarterly Managed Service Reviews with the county, review and monitor and any security risks, respond to questions or concerns, record and track escalations, billing, and communicating patches/deployments

Table C-2, Azure Cloud Managed Services

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under "Definitions."

General Terms

License to use Microsoft Products

a. **Licenses for Products.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. **Duration of licenses.** Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.

c. **End Users.** Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

d. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

e. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

f. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

    (i)   reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);

    (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

    (iii) work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;

(iv) separate and run parts of a Product or Services Deliverable on more than one device;

(v) upgrade or downgrade parts of a Product at different times;

(vi) transfer parts of a Product separately; or

(vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

g. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

h. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

Professional Services

a. **Performance of Professional Services.** Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Pre-existing Work.** All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

d. **Services Deliverables.** Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.

e. **Affiliates' rights to Services Deliverables.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

Non-Microsoft Products

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

Verifying compliance

a. **Verification process.** Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to

perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

b. **Remedies for non-compliance.** If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

Data Protection and Processing

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Confidentiality

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.

b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.

c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. **Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Warranties

a. **Limited warranties and remedies.** To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.

   (i) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(ii) **Software.** Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.

(iii) **Professional Services**. Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

Defense of third-party claims

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

a. **Perpetual Licenses.** For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.

b. **Subscriptions.** For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).

c. **Professional Services.** For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.

d. **Free offers and distributable code.** For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

e. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.

f. **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.

g. **Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

Partners

a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. **Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.

Pricing and payment

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any

payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. **Cancelation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancelation fee. More details about cancelation can be found in the Product Terms.

f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis

and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.

c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

   (i) All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.

   (ii) All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.

   (iii) If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

   (iv) Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.

d. **Suspension.** During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.

e. **Termination to comply with laws.** Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.

Modifications to this Agreement

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

a. **DPA and SLA.** Changes to the DPA and SLA will apply as provided in those documents.

b. **Product Terms.** Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.

c. **Other terms.** Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.

d. **Changes proposed by Customer.** Customer may not modify this Agreement. Any additional or conflicting terms contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

Miscellaneous

a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

d. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

f. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

g. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

h. **Notices.** All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

> Microsoft Corporation
> Dept. 551, Volume Licensing
> 6880 Sierra Center Parkway
> Reno, Nevada 89511-1137
> USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

i. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

j. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

(i) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

(iii) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.

(iv) The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

k.   **Order of precedence.** If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

l.   **Microsoft Affiliates and subcontractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.

m.   **Government procurement rules.** If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.

n.   **Compliance with Trade Laws.** Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

Definitions

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

"DPA" means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at https://aka.ms/DPA or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Fix" or "Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means http://www.microsoft.com/licensing/docs or a successor site.

"Material Adverse Change" means any change to the Use Rights for a Product that could reasonably affect Customer's decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means Microsoft Corporation.

"Microsoft Support Services" means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

"Non-Microsoft Product" means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

"Product" means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the Use Rights and other terms, as updated from time to time, which are published at https://www.microsoft.com/licensing/terms or a successor site.

"Professional Services" means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement. "Professional Services" do not include Online Services.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors, and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Statement of Services" means any order under this Agreement that includes or describes Professional Services.

"Subscription" means a license for Customer to use or access a Product during a defined period of time.

"use" means to copy, download, install, run, access, display, or otherwise interact with.

"Use Rights" means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.

Appendix E
Statement of Work for Addendum 7,
Merative Integrated Care Replacement

1. **Appendix E Scope**

   IBM and the County will collaboratively work to replace the Merative Integrated Care (MIC) case management software in the County's ACCESS Sonoma system with an IBM Care Manager (ICM) asset that contains similar use cases and functionality currently used by the County.

   The scope of this Appendix E Statement of Work (SOW) to Amendment 7 is for the 27 use cases identified in Section 2.B below. These use cases can be implemented using existing product functionality and/or standard product configuration. The estimates for this do not include any custom development work. As part of configuration and build, the County and IBM will work collaboratively to configure ICM as a Microsoft Power App using off-the-shelf capabilities and where necessary, configuration to address the use cases outlined below. We mutually agree to avoid customization and changes that have not been estimated or specifically included, which may be priced and scheduled separately at a later time via the contract PCR process.

   The agreed Services will be performed according to the schedule outlined in this SOW. IBM's ability to perform and complete its responsibilities is predicated on the County's ability to perform its responsibilities per the IBM Project Workplan. Any overrun in the Go-Live end date as a result of the County, will result in a PCR to recover IBM costs associated with the extra time and / or effort required to perform the Services.

2. **IBM Responsibilities:** Services to be performed by IBM per the agreed Project Workplan include:
   A. Create and update a detailed Project Workplan to confirm the timeline to replace Merative Integrated Care with ICM. The target start date is June 10, 2024, and the target completion date for the Go-Live of the new user interface is August 12, 2024.
   B. Provide features via the ICM user interface as a single MS Power App for all defined roles in the ACCESS Security Policy Matrix, encompassing the existing functionality of MIC, including the following use cases currently performed by the County using Merative Integrated Care:

Item	Description
1	IBM to utilize and configure existing three working environments/solutions for ICM: • Development on IBM Cloud • TEST on County's Azure Cloud • PROD on County's Azure Cloud IBM will implement the solution architecture as approved by the County of Sonoma in Appendix F, Approved Architecture Diagram.
2	ICM to utilize Active Directory and Azure MFA Integration with IBM Care Manager and SimpliGov.
3	The existing RBAC currently in MIC will be implemented in the ICM solution as defined in the current ACCESS Policy Matrix, including the attribute to not provide any VCR access to view data ("No VCR").

Item	Description
4	Sonoma County is responsible to provide Microsoft Power App licenses for use of the ICM application. Compliant licensing for general users can be with a single 'Per App' license. Administrative users, service accounts, and any users using more than one Power App may require a more comprehensive, 'Premium' licensing
5	External users will be provisioned to use ICM by becoming guests in the Sonoma tenant.
6	Create, capture, edit, manage, and revoke Client Consent authorization to share data. ICM will support the current MIC integration to SimpliGov including the existing Electronic Consent form.
7	Client Consent with a start date, end date status and view/modify button will display on the Client Summary. Client search results will also display consent status..
8	The VCR data will display on a separate tab from the Client Summary screen and will display according to RBAC and the existing Policy Matrix.
9	Data elements of the VCR will be available to use in locations other than the primary VCR display using the existing Policy Matrix.
10	Establish, view, and edit a client profile page with data populated from Connect360 (supporting an upload of a client photo when available)
11	Allow case management for all the active ACCESS Sonoma Programs as shown in Appendix G. Data for closed Programs will be included in the data migration from MIC to ICM.
12	Create Care Team Groups which can be assigned to one or more Programs.
13	Perform the following case management activities and functions as follows: • Perform, capture, and manage client assessments performed by the Multidisciplinary Team (MDT) and/or the Care Team. • Manually search for services and service providers that match client needs. • Create, edit, and remove a Care Team Group to assign to a program. • Add or remove a care team member to or from the Care Team Group one at a time when needed. • Create, edit, and manage client goals and client actions • Create, edit, and manage care team actions. • Create, edit, and manage attachments, consent records, alerts. • Create, edit, and manage client status and programs • Provide printable view of the overall care plan • Implement the following rule-based alerts currently enabled in Connect360 and MIC: a. Moved out of Country b. Psychiatric Hospitalization c. Client Deceased d. Arrest Alert

Item	Description
14	Miscellaneous ICM functionality: • Ability to create custom client cards • Ability to track race and ethnicity in ICM • Ability to see or filter to the clients where case worker is the lead. • Ability to hide or minimize to various cards in a custom fashion. • Search function to support wild card characters in ICM client search • Ability to see what activities have happened to a referral • Access for basic online help for ICM Ability for Care Team Members to create Care Team Group tasks.
15	ICM will incorporate the existing 'Timeline' feature
16	When a program is assigned to a client, the program status will be set to "Enrolled". There will be no separate "Registered" status.
17	Create, edit, and manage IMDT case notes pursuant to medical records retention policy. No edits of signed or final notes, only note amendments by the original author (if available). Deletes may be performed in compliance with County policy and the users' security role.
18	Create, edit, manage, and close referrals for clients to Programs and/or community providers.
19	Care team members can add events to the client's SoCo app calendar from ICM.
20	The multi-channel alerts process using Connect360 tables will continue to function in ICM.
21	Connect360 and ICM will continue to update the SQL tables in the data warehouse.
22	Client data in end user Ad Hoc reporting will have the ability to be restricted based on the user role.
23	211 data in Connect360 will be available in ICM as it is currently in MIC.
24	Ability to configure new and custom Assessments as shown in Appendix G through an administrative interface and link them to Programs.
25	All data from the MIC solution will be migrated to ICM unless otherwise agreed between the parties.
26	ICM data will be reportable via Power BI
27	ICM will facilitate integration to M365 functionality to include: a. Easily initiate Team's chats and meetings with other IMDT members b. Use a user's Outlook to create mail and send calendar invitations.
28	Migration of Merative custom data cards for continued use by IMDT. Cards include: TAY Barriers, Successes, Avoided Events, Safety Concerns, Location, MHD Jail In Reach, MHD Prop 47, etc.

D. Integrate the ICM user interface as described in item B above into the ACCESS Sonoma system, replacing the MIC software.

E. Collaborate with the County to update training materials in MS PowerPoint format consistent with the ICM user interface and provide up to two train-the-trainer sessions for up to 20 County personnel.

F. Update Technical Design and Functional Design documents based on ICM.

G. Perform system integration and regression tests, and resolve agreed to issues identified from the user interface replacement.

H. Help lead, train, administer and support user acceptance testing procedures for County testers.

I. Create Migration Plan and migrate existing client data from MIC up to the date of Go-Live into the Connect360 integrated database. No additional data migration activities are included in this Appendix E to Amendment 7

J. Perform a go / no-go meeting(s) and obtain a decision to release the ICM user interface into the ACCESS Sonoma system.

K. Perform Go-Live activities to release the ICM user interface into the ACCESS Sonoma system. Go-live completion items may include the following:

    a. Program Configuration Complete
    b. Connect360 Integration Complete
    c. Migration Plan Complete
    d. Deployment Complete
    e. No Outstanding Severity 1 or Severity 2 defects
    f. Training Materials Delivered

L. Uninstall and decommission MIC from the County's system and environments after expiration of the current MIC licenses from Merative. Activities may include the following:

- Confirm completion of migration scripts
- Disconnect Merative Integrated Care from Connect360 environments
- Disconnect access to Merative Integrated Care BYOT reporting structure
- Decommission Merative Integrated Care Portals (CW, BYOT, Provider) from all County environments (Dev, UAT, and Production)
- Report completion of decommissioning activities

3. **County Responsibilities:** Replacement activities to be performed by the County include:

A. Assign project management and subject matter experts as needed for the duration of the Amendment 7 SOW activities, per the IBM Project Workplan.

    B. Participate in requirements reviews, software development reviews, retrospectives, and other meetings required to achieve the specified activities.

    C. Provide access to ACCESS Sonoma systems, resources and environments as needed to migrate data, and prepare for and perform activities estimated including Go-Live activities.

    D. Provide UAT testers, facilities and equipment as needed to perform UAT tests.

    E. Perform user acceptance testing for the new ICM user interface per the Project Workplan.

    F. Support Go-Live activities that may be needed such as provisioning new user accounts, communication with and training of new users and other miscellaneous Go-Live activities per the Project Workplan.

    G. Perform end user training and other Organizational Change Management activities that may be needed.

    H. Provide access to IBM to County licenses and resources for implementation of the ICM user interface as a Microsoft Power App.

    I. Work collaboratively with IBM to update and test Active Directory connections.

    J. Work collaboratively with IBM to update and test Simpligov connections where applicable.

4. Completion Criteria

IBM will have fulfilled its obligations under this SOW Amendment 7, Appendix E when one of the following first occurs:

    (1) IBM has performed the IBM Responsibilities as specified herein; or,
    (2) The Go-Live end date has been reached and has not been extended via PCR; or,
    (3) the Services are terminated in accordance with the provisions of this SOW and the Agreement.

5. Estimated Schedule

Services are estimated to start on June 10, 2024 or as mutually agreed upon and will be performed based on the estimated schedule below. The estimated end date for the Services in this Appendix E to the SOW is August 12, 2024, or as mutually agreed upon by the Parties.

Estimated High-Level Schedule

Both parties agree to make reasonable efforts to carry out their respective responsibilities to meet the following estimated schedule as shown in the figure below:
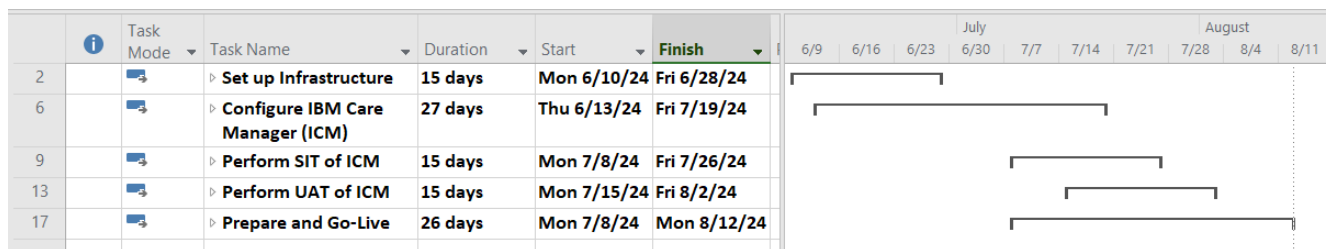
		Task Mode	Task Name	Duration	Start	Finish
2			▷ Set up Infrastructure	15 days	Mon 6/10/24	Fri 6/28/24
6			▷ Configure IBM Care Manager (ICM)	27 days	Thu 6/13/24	Fri 7/19/24
9			▷ Perform SIT of ICM	15 days	Mon 7/8/24	Fri 7/26/24
13			▷ Perform UAT of ICM	15 days	Mon 7/15/24	Fri 8/2/24
17			▷ Prepare and Go-Live	26 days	Mon 7/8/24	Mon 8/12/24

Figure 13, Merative Integrated Care Replacement Proposed Project Workplan

Both parties agree to make reasonable efforts to carry out their respective responsibilities to meet the Merative Integrated Care Replacement Proposed Project Workplan. Deviations will be addressed via the PCR process.

6. Charges for Appendix E

(1) IBM Responsibilities in this Appendix E to Amendment 7 shall be performed by IBM as part of the licensing fee for Connect360.

Appendix F
Approved Architecture Diagram

Appendix F
Approved Architecture Diagram

Appendix G
Program Cohorts and Assessments

The following Active Programs from MIC will be implemented in ICM:

1. COVID-19 Outreach
2. JR Trail Outreach
3. WPCO
4. MDT Rapid Response
5. Transitional Age Youth (TAY) Outreach
6. Diversion Court Participant - BH Services Provided Other SCBH Team
7. WPC ECM
8. HEART ICM
9. Diversion Court Participant - BH Services Provided Outside of SCBH Team
10. Behavioral Health Diversion Program
11. Jail In Reach
12. COVID-19 ICM
13. HEART Outreach
14. Transitional Age Youth (TAY)
15. Hospital/Jail Care Naviagtion (Formerly LICN – release from ER or Jail)
16. Hospital/Jail Care Navigation Outreach

The following Active Assessments from MIC will be implemented in ICM:

1. TAY Eligibility/Needs - Foster
2. TAY Eligibility/Needs - DHS Outreach
3. TAY Eligibility/Needs - Foster Outreach
4. TAY Eligibility/Needs - Probation Outreach
5. Outreach to ICM Graduation Checklist
6. Outreach ANSA Assessment
7. TAY Eligibility/Needs - Probation
8. WPC Referral Checklist
9. Adult Suicide Risk Assessment
10. Housing Options Discussed - Mandated
11. Case Management Referrals and Services
12. Care Navigation Intake

The following Closed Assessments from MIC will not be implemented in ICM:

1. SPMSQ (Short Portable Mental Status Questionnaire)
2. Housing Priority / Referral Placement
3. Activities of Daily Living Functional Rating Scale
4. CAGE-AID (Substance Use)
5. GAD-7 (Anxiety: Generalized Anxiety Disorder 7-item)
6. PHQ-9 (Depression: Patient Health Questionnaire 9-item)
7. SLUMS (Mental Status Examination)
8. WPC Graduation Eligibility Checklist

9. PHQ-4 (Anxiety/Depression: Patient Health Questionnaire 4-item)
10. Financial Stability Checklist
11. JRT Daily Tracking Sheet
12. HEART Daily Encounter Tracking Sheet
13. START Risk Assessment
14. MHD Eligibility Determination
15. MHD Treatment Plan
16. Adult Safety Support Plan
17. Adult Violence Risk Assessment
18. Adult Safety Plan
19. Outreach ANSA
20. Daily Encounter Tracking Sheet
21. Behavioral Health Treatment Checklist
22. Physical Health Management Checklist
23. COVID-19 Info Tracking Sheet
24. Housing Options Discussed
25. COVID-19 Service Tracking Sheet