

Addendum 4

to the Statement of Work between IBM and County of Sonoma
for the ACCESS Sonoma Rapid Prototype

This Addendum 4 (this “Addendum”) is dated June 1, 2020 and executed as an amendment to the Statement of Work (“SOW”) dated March 23, 2018 between International Business Machines Corporation (“Contractor”) and County of Sonoma (“CoS” or “County” or “Client”). In the event of a conflict between the terms of the SOW and the terms of this Addendum, the terms of this Addendum shall govern.

1. Project Background

The County together with Contractor has completed Phase 1, 2, 3 and 4 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 or multi-need utilizers of County Safety Net services. The Sonoma County Safety Net Departments have received approval to execute Addendum 4 to the Statement of Work with IBM for Phase 5 implementation of the ACCESS Sonoma. Phase 5 of the initiative provides for continued development of features and services outlined herein. Phase 5 implementation is anticipated to be completed in 2020.

2. Project Scope

This Phase 5 project will be performed by Contractor on a time and materials (T&M) basis.

The County and Contractor will implement and deliver technology to enable the use of the ACCESS SONOMA system in accordance with the capabilities listed in Table 1 below (the “Phase 5 Capabilities”). Contractor shall perform activities, within the schedule and hours allotted, such as assist in:

1. Defining functional and technical requirements,
2. Performing additional configuration and development of Watson Care Manager (“WCM”), IBM Health and Human Services Connect360 (“Connect360”), and IBM InfoSphere Master Data Management (“MDM”) software as may be needed,
3. Renewing licensing of WCM, Connect360 and MDM for twelve months starting, July 1, 2020,
4. Licensing IBM Cognos and DB2 products via the existing IBM Passport Advantage Agreement (“IPAA”) specified to support new reporting capabilities,
5. Installing and configuring Cognos and DB2 to support new reporting capabilities, and
6. Performing other use cases specified in Section 2.1 ACCESS Sonoma Phase 5 Capabilities, and subject to the constraints of time and material pricing identified in Section 6 Pricing.

2.1. ACCESS Sonoma Phase 5 Capabilities

The following table specifies the County identified capabilities that define the overall functionality of the Phase 5 implementation. Additional detail about each Capability will be developed as part of the Phase 5 project and documented in WP 5, Requirements Validation prior to the start of each sprint.

The system functionality identified in [Table 1, Phase 5 Capabilities](#) that the Contractor will commence to produce are listed below and will be further defined during Phase 5.

Table 1, Phase 5 Capabilities

UC No.	Use Case Description
1	API development: Enhance WCM to Connect360 APIs to send program enrollment, care plan and touchpoint (encounter) data.
2	Source system data integration: Integrate Justice/Probation systems with additional security controls that prevent the entry of Justice-only clients into ACCESS. Reload data for certain source systems as required.
3	Watson Care Manager Reports as follows: <ol style="list-style-type: none"> a. Listing of individuals not in programs in WCM b. Listing of individuals in programs in WCM c. Utilization data recorded in WCM d. Task data recorded in WCM. e. Assessments and questionnaires data recorded in WCM f. Referrals data recorded in WCM g. Services and providers data h. Goals and barriers data i. Care team actions data j. Notes data recorded in WCM
4	Demographic Data Object and Cognos Reports: Install and configure a Data Warehouse for MDM data, and build Cognos reports to present the following medium complexity demographic report: <ol style="list-style-type: none"> a. Customer listing using parametrically configured attribute combinations from available demographic data in Connect360.
5	Program Participation Data Object and Cognos Reports: Install and configure a Data Warehouse for MDM data, and build Cognos reports to present the following medium complexity program participation reports: <ol style="list-style-type: none"> a. High utilizers / WCM cohort identification b. Program utilization of WCM cohorts over time c. Source system/programs occurring together (intersection tables)
6	Outreach and Engagement: Perform enhancements to ACCESS Sonoma to help facilitate outreach and engagement efforts of case workers in the field.
7	Security Controls: Create rule-based auto-capture of Consent based on WCM program enrollment data.
8	MDM and OSS Upgrade: Perform upgrade activities to help migrate MDM from the currently installed version to version 11.6.
9	Connect-P Configuration in Watson Care Manager

10	Cloud Migration: Migrate the ACCESS Sonoma development and test environment to the IBM Cloud in a shared enclave and help plan the migration of the ACCESS Sonoma UAT and Production environments to the cloud in a future phase.
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2.2. Existing ACCESS Sonoma Project Artifacts and Practices

The ACCESS Sonoma project has established a library of milestone deliverables, work products, and other project artifacts (Artifacts) that have been created during previous software development lifecycle (SDLC) phases of the ACCESS Sonoma system. These have been created using established version control procedures. Likewise, the ACCESS Sonoma project continues to develop practices and procedures in the creation and rollout of the ACCESS Sonoma system. It is the intent of this Addendum to produce incremental additions to the existing Artifacts using existing ACCESS Sonoma practices and procedures as applicable.

2.3. Technical Solution

Previous phases of the ACCESS Sonoma project have established the technical solution that will be used and enhanced in Phase 5. Unless otherwise stated herein, Technical Solution is the same for this Addendum as set forth in the Statement of Work between County and Contractor, dated March 23, 2018, Section 4 Technical Solution:

3. Contractor Responsibilities

Unless otherwise stated herein, Contractor Responsibilities are the same for this Addendum as set forth in the Statement of Work between County and Contractor, dated March 23, 2018, Section 5 Contractor Responsibilities including the following subsections:

- 6.1 Project Management Responsibilities
- 6.2 Project Deliverables

The following Milestone Deliverables (MDs) and Work Products (WPs) will be delivered subject to the agreed upon Project Workplan. MDs and WPs will be developed incrementally in collaboration with the County using iterative Agile techniques.

Table 2, Project Milestone Deliverables and Work Products by Task

Task	Name	Type	Frequency	Timing
Task 1: Project Initiation and Planning	WP 1: Project Phase 4 Kick-off Presentation	WP	Once	Start of Phase 4
	MD 1: Project Management Plan	MD	Optional – To be determined	N/A
	MD 2: Project Workplan	MD	Once	Within 20 business days of the start of Phase 4
	WP 2: Monthly Project Status Reports	WP	Monthly	Monthly
	WP 3: System Design and Development Strategy	WP	Optional – To be determined	N/A
	WP 4: Master Testing Strategy	WP	Optional – To be determined	N/A
	Task 2: Requirements and System Design	WP 5: Requirements Validation and Requirements Traceability Matrix	WP	Once per sprint
MD 3: Functional Design		MD	Once per sprint	End of each sprint
WP 6: System Architecture		WP	Optional – To be determined	N/A
MD 4: Technical Design Document		MD	Once per sprint	End of each sprint
Task 3: Development	WP 7: Data Integration and Synchronization Plan	WP	Optional – To be determined	N/A
	MD 6: Configured and Developed System ready for System Integration Testing	MD	Once per sprint at end of sprint	End of each sprint
	WP 8: System Maintenance, Support, and Transition Plan	WP	Once	Within 20 business days of the start of Phase 4 and periodically updated
Task 4: Testing	MD 5: Test Plan including Test Scenarios, Test Cases, and Test Scripts for SIT and UAT	MD	Once per sprint	End of each sprint
	MD 7: System Integration Testing Completion	MD	Once per sprint	End of each sprint
	MD 8: Completed Detailed Requirements Traceability Matrix	MD	Once per sprint	End of each sprint
	MD 9: UAT Completion	MD	Once	After UAT completion

Task	Name	Type	Frequency	Timing
Task 5: Training	WP 9: Training Plan	WP	Optional – To be determined	N/A
	WP 10: Training Curricula and Materials	WP	Optional – To be determined	N/A
	MD 10: End-User Training Completion	MD	Once	End of release if applicable
Task 6: Deployment	WP 11: Deployment Plan	WP	Once	End of release
	WP 12: System Document and Custom Code	WP	Once	After Go Live
	MD 11: Go Live Checklist and Readiness	MD	Once	After UAT
	MD 12: Go Live	MD	Once	After Go Live
Task 7: Project Closeout	MD 13: Project Closeout Document	MD	Once	End of project phase

Unless otherwise stated herein, guidelines for each MD are the same for this Addendum as set forth in the SOW dated March 23, 2018 and are incorporated herein by reference.

Unless otherwise stated herein, guidelines for each WP are the same for this Addendum as set forth in the SOW dated March 23, 2018 and are incorporated herein by reference.

Contractor shall update MD's and WP's identified in [Table 2, Project Milestone Deliverables and Work Products by Task](#), from the latest version of each respective document in the ACCESS Sonoma library according to the frequency and timing indicated and the approved schedule in the Project Workplan.

4. County Responsibilities

Unless otherwise stated herein, County Responsibilities are the same for this Addendum as set forth in SOW, dated March 23, 2018, Section 6 County Responsibilities, including the following subsections that are incorporated herein by reference:

- 6.1 ES Project Management Responsibilities
- 6.2 County Software Responsibilities
- 6.3 County Data Responsibilities
- 6.4 County Testing Responsibilities
- 6.5 County Training Responsibilities
- 6.6 County Organizational Change Management Responsibilities

5. Schedule

The project start date is no more than four (4) weeks from the date the contract is signed by both parties, or another mutually agreed upon date. The project end date is approximately November 30, 2020, or another mutually agreed upon date per the approved Project Workplan. The County and Contractor will identify one or more Go Live dates for Phase 5 as part of the approved Project Workplan. The estimated Phase 5 start date is June 1, 2020.

6. Pricing

Labor services will be performed 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 and documented in the monthly status report. The monthly status report will also contain a cumulative total of hours consumed against the total hours estimated in the table below. Contractor is only authorized to work up to the estimated total price regardless of Scope, Completion Criteria, Exit Criteria, or MD or WP guidelines; the change control process will be utilized should additional funding be required. Hours will be invoiced for Phase 5 using Labor Rates based upon the Estimated Hours in the following table:

Table 3, Phase 5 Labor Rates and Estimated Hours

Role	Rate	Estimated Hours	Estimated Price
Program Manager	350.00	88.00	\$ 30,800.00
Project Manager	275.00	440.00	\$ 121,000.00
DS&P Specialist US	225.00	44.00	\$ 9,900.00
PMO Lead Band 6	165.00	132.00	\$ 21,780.00
Architect Lead	350.00	88.00	\$ 30,800.00
Sr. Architect	275.00	62.00	\$ 17,050.00
Sr. DBA	275.00	-	\$ -
DBA	225.00	470.00	\$ 105,750.00
Lead Business Analyst	250.00	176.00	\$ 44,000.00
WCM BA	235.00	600.00	\$ 141,000.00
Sr. Business Analyst	225.00	250.00	\$ 56,250.00
Business Analyst	210.00	462.10	\$ 97,041.77
Development Lead	250.00	176.00	\$ 44,000.00
Offshore Dev Lead	85.00	-	\$ -
Sr. Developer	225.00	-	\$ -
Developer	185.00	-	\$ -
Associate Developer	145.00	-	\$ -
Programmer	75.00	-	\$ -
Associate Programmer	65.00	-	\$ -
Sr. SOA Developer	250.00	-	\$ -
SOA Developer	225.00	88.00	\$ 19,800.00
Sr. MDM Developer	225.00	-	\$ -
MDM Developer	210.00	176.00	\$ 36,960.00
Sr. Cognos Developer	225.00	480.00	\$ 108,000.00
Cognos Developer	185.00	-	\$ -
Sr. WCM Developer	205.00	-	\$ -
Programmer	85.00	1,285.68	\$ 109,282.76
Associate Programmer	75.00	500.00	\$ 37,500.00
Test Lead	225.00	-	\$ -
Sr. Tester	205.00	176.00	\$ 36,080.00
Tester	145.00	-	\$ -
Associate Tester	75.00	856.00	\$ 64,200.00
CAS PM	170.00	88.00	\$ 14,960.00
Offshore Dev Lead	95.00	88.00	\$ 8,360.00
		6,725.78	\$ 1,154,514.52

Software products will be invoiced as listed in the following table. Detailed quotes for software are included in this Addendum.

Table 4, Phase 5 Software Pricing Summary¹

Description	Price (\$)
IBM Watson Care Manager	\$118,507.50
IBM Health and Human Services Connect360	\$24,132.00
IBM InfoSphere Master Data Management	\$82,126.58
IBM Cognos	\$31,124.40
IBM DB2	\$89,595.00
Total Software Price	\$345,485.48

The Phase 5 Cost Summary is provided in the following table.

Table 5, Phase 5 Price Summary

Description	Cost (\$)
Total T&M Labor Price	\$1,154,514.52
Total Software Price	\$345,485.48
Total	\$ 1,500,000.00

¹ Items listed in Table 4, Software Pricing Summary were purchased with previous fiscal year funding in June, 2020 based on completed firm order letters addressed to IBM Order Management referencing software pricing quotes in this Addendum 4.

6.1. Watson Care Manager Quote

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



IBM Quotation

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

17-Jun-2020

IBM Site number: 3902869 IBM Customer number: 2239353

Dear Carolyn Staats

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.

This quotation is valid from 17-Jun-2020 and will expire on 30-Jun-2020.
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,

Luc Chamberland
Phone Number: 1-905-413-3237
E-mail Address: lchamber@ca.ibm.com

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



IBM Quotation

Quotation information

Number: **18714735**
Effective Date: **17-Jun-2020**
Expiration Date: **30-Jun-2020**

Customer Information

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

Sales Representative

IBM Contact: **Luc Chamberland**
Phone Number: **1-905-413-3237**
E-mail Address: lchamber@ca.ibm.com

IBM Site Number: **3902869**
IBM Customer Number: **2239353**

Summary

Software as a Service Total	118,507.50
Estimated Tax	0.00
Total	118,507.50 USD

Software as a Service

Subscription Entitlements

IBM Watson Care Manager

Projected Service Start Date: 01-Oct-2020

IBM Watson Care Manager Government 100 Persons per Month

Subscription Part#: **D1NKHLL**
Overage Part#: **D1NKILL**
Billing Frequency: **Monthly**
Unit Price: **Tiered**

Committed Term: **9 Months**
Renewal Type: **Autorenew for 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
1	6	1-9	6,050.00	54,450.00	231.00

IBM Customer number: 2239353
Page 2 of 3



IBM Watson Care Manager Connect Providers - Government 100 Persons per Month

Subscription Part#: **D1XDZLL** Committed Term: **9 Months**
 Overage Part#: **D1XE0LL** Renewal Type: **Autorenew for 12 Months**
 Billing Frequency: **Monthly**
 Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
2	6	1-9	1,210.00	10,890.00	46.20

IBM Watson Care Manager Community Service Referral - Government 100 Persons per Month

Subscription Part#: **D1XE1LL** Committed Term: **9 Months**
 Overage Part#: **D1XE2LL** Renewal Type: **Autorenew for 12 Months**
 Billing Frequency: **Monthly**
 Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
3	6	1-9	302.50	2,722.50	11.55

IBM Watson Care Manager Connect Individuals - Government 100 Persons per Month

Subscription Part#: **D1XE3LL** Committed Term: **9 Months**
 Overage Part#: **D1XE4LL** Renewal Type: **Autorenew for 12 Months**
 Billing Frequency: **Monthly**
 Unit Price: **Tiered**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
4	6	1-9	605.00	5,445.00	23.10

IBM Watson Care Manager Non Production Environment - Government Instance per Month

Subscription Part#: **D1XEDLL** Committed Term: **9 Months**
 Billing Frequency: **Monthly** Renewal Type: **Autorenew for 12 Months**
 Unit Price: **60,000.00**

Item	Quantity	Month	Subscription Rate	Item Price
5	1	1-9	5,000.00	45,000.00

Subscription Subtotal 118,507.50 USD

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.



PAYMENT SCHEDULE PAGE

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

Month	Setup Product and Services	Subscription	Total
2	0.00	13,167.50	13,167.50
3	0.00	13,167.50	13,167.50
4	0.00	13,167.50	13,167.50
5	0.00	13,167.50	13,167.50
6	0.00	13,167.50	13,167.50
7	0.00	13,167.50	13,167.50
8	0.00	13,167.50	13,167.50
9	0.00	13,167.50	13,167.50
10	0.00	13,167.50	13,167.50
Total in USD	0.00	118,507.50	118,507.50

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



IBM Terms for IBM Cloud Offering Transactions

The referenced Cloud Services are governed by the terms of your Cloud Service Agreement www.ibm.com/terms, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

Service Description(s) for ordered Cloud Services:
IBM WATSON CARE MANAGER
<https://www.ibm.com/software/sla/sladb.nsf/sla/sd-7428-05>

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.

Protected Health Information and Business Associate Agreement

Protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended) ("PHI") may be used with the applicable Software as a Service or Cloud Service provided that (a) a Business Associate Agreement ("BAA") that will govern such PHI has been validly executed between the parties and is linked to this transaction via the transaction number (such BAA is hereby incorporated herein by reference) and (b) the applicable Software as a Service or Cloud Service is designed to handle PHI, as indicated in the offering's TOU or Service Description.

IBM's standard BAA is available at: <https://www.ibm.com/software/sla/sladb.nsf/sla/baa/>

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

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

IBM Customer Number: **2239353**

6.2. IBM Health and Human Services Connect360 Quote

International Business Machines Corporation

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



Quotation

Quotation Number **SOC-9KDLYMC**

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

Monthly License

Feature Code

- 1650** **MDM Search and Lookup API**
- 1651** **Access to ODS**
- 1652** **Authorization and Consent Microservice**
- 1654** **Rule Based Alerts**
- 1655** **Cognos Pre-built Objects Library**
- 1656** **HHS Data Schemas**
- 1753** **Care Management APIs**

Year 1

Quantity	150	
Unit Price (monthly)	\$2,010.00	
Term	12	Months
Total Commit Value	\$24,132.00	

Total Subscription and Support **\$24,132.00**

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 13-May-2020 and will expire on 30-Jun-2020

1 GBS 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 (GBS S&S) for each GBS S&S period (a "Term") specified in this quote.

IBM will provide Client 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 GBS 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 GBS S&S for that version or release. When such GBS S&S is withdrawn, Client must upgrade to a supported version or release in order to continue to receive such support. If IBM withdraws GBS S&S, Client understands that IBM will not make GBS 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 GBS Software License Grant section.

GBS 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 GBS S&S – Supplemental Terms and Conditions

1. Initial GBS S&S is provided for the Term specified in this quote.
2. Thereafter, GBS S&S will be renewed for successive one-year terms or as otherwise specified, provided IBM offers said GBS S&S.
3. The charge for the first renewal year of GBS 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 GBS 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 GBS S&S, IBM will invoice Client for GBS S&S renewals 30 days prior to the start of each subsequent Term.
7. The amount invoiced for any renewal of GBS S&S is not refundable.

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

3 GBS Software

GBS 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. GBS Software is deemed Existing Licensed Works as such term is defined in the Contract.

1. GBS Software License Grant

Subject to the section entitled "GBS 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 GBS Software.

2. GBS Software Special Terms

- a. IBM warrants that the GBS 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 GBS Software and GBS Software is licensed, not sold.
- c. Notwithstanding anything in the Contract, GBS 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, AND DO NOT INDEMNIFY AGAINST OR PROVIDE ANY REMEDY REGARDING THIRD PARTY INTELLECTUAL PROPERTY CLAIMS. Under no circumstances will IBM or its third-party suppliers be liable for any damages arising out of Client's use of the GBS Software.
- d. The GBS Software license granted is for internal use only and includes the right to make and install copies of the GBS Software to support such use, and the right to make one copy of the GBS Software for backup and recovery purposes.
- e. The terms of this GBS Software license apply to each copy Client makes of the GBS Software. Client agrees to reproduce all copyright notices and all other legends of ownership on each copy.
- f. All modifications and the modified GBS 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 GBS 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 GBS Software which will remain subject to the license granted herein.
- h. Client agrees not to: i) sublicense, assign, or transfer the license for the GBS Software, ii) sell, lease, license or otherwise distribute the GBS Software to any third party, iii) reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the GBS 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 GBS 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.
- 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 GBS 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.

If Client requires Feature 1652 – Authorization and Consent Microservice, IBM will provide the following Open Source Software required by IBM HHSC360:

OSS Name	Version	Location
jQuery UI	1.12.1	https://jqueryui.com/
Bootstrap	3.3.7 (interim) 4.4.1 (final)	https://getbootstrap.com/
Font Awesome*	4.7.0 (interim) 5.13 (final)	http://fontawesome.io/license
Angular 9	9.1.0	https://angular.io/
Wildfly	18.0.0 (final)	https://wildfly.org/
Drools	7.27.0 (final)	https://www.drools.org/

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

6.3. IBM InfoSphere MDM, Cognos and DB2 Quote

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



IBM Quotation

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

04-Jun-2020

IBM Site number: 3902869 IBM Customer number: 2239353

Dear Carolyn Staats

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.

This quotation is valid from 03-Jun-2020 and will expire on 30-Jun-2020.
We look forward to your order.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/my-support/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at <https://www.ibm.com/dpa/dpl> apply.

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

Yours sincerely,

Paul E Giarrusso
Phone Number: 1-949-742-4888
E-mail Address: pgiarrus@us.ibm.com



IBM Quotation

Quotation information

Number: **18701954**
 Effective Date: **03-Jun-2020**
 Expiration Date: **30-Jun-2020**

Customer Information

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

Sales Representative

IBM Contact: **Paul E Giarrusso**
 Phone Number: **1-949-742-4888**
 E-mail Address: pgiarrus@us.ibm.com

IBM Site Number: **3902869**
 IBM Customer Number: **2239353**

Summary

Software as a Service Total 202,845.98
Total 202,845.98 USD

Monthly License

Subscription Entitlements

IBM InfoSphere Master Data Management Patient Hub - Standard Edition Resource Value Unit Monthly License

Subscription Part#: **D19E9LL** Committed Term: **12 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **109.50**

Item	Quantity	Month	Subscription Rate	Item Price
1	750	1-12	82,126.58	82,126.58
Subscription Subtotal				82,126.58 USD

IBM Cognos Analytics Explorer Authorized User Monthly License

Subscription Part#: **D19SALL** Committed Term: **12 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **1,050.00**

Item	Quantity	Month	Subscription Rate	Item Price
2	5	1-12	5,250.00	5,250.00
Subscription Subtotal				5,250.00 USD



IBM Cognos Analytics Administrator per Authorized User Monthly License

Subscription Part#: **D1D0CLL** Committed Term: **12 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **5,881.20**

Item	Quantity	Month	Subscription Rate	Item Price
3	2	1-12	11,762.40	11,762.40
Subscription Subtotal				11,762.40 USD

IBM Cognos Analytics User Authorized User Monthly License

Subscription Part#: **D1D0DLL** Committed Term: **12 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **564.48**

Item	Quantity	Month	Subscription Rate	Item Price
4	25	1-12	14,112.00	14,112.00
Subscription Subtotal				14,112.00 USD

IBM Db2 Advanced Edition VPC Option Virtual Processor Core Monthly License

Subscription Part#: **D24PFLL** Committed Term: **12 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **21,336.00**

Item	Quantity	Month	Subscription Rate	Item Price
5	4	1-12	85,344.00	85,344.00
Subscription Subtotal				85,344.00 USD

IBM Db2 Advanced Edition AU Option for Non-Production Environments Authorized User Monthly License

Subscription Part#: **D24PGLL** Committed Term: **12 Months**
 Billing Frequency: **Annual** Renewal Type: **Terminate at end of current term**
 Unit Price: **850.20**

Item	Quantity	Month	Subscription Rate	Item Price
6	5	1-12	4,251.00	4,251.00
Subscription Subtotal				4,251.00 USD

Monthly License Total **202,845.98 USD**

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at <https://www.ibm.com/dpa/dpl> apply.

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



4 / 5



41.7%



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



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.

IBM Customer number: 2239353
Page 4 of 4

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



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.

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**

7. Additional Terms

7.1. IBM Software Substitution

IBM has the sole right to direct the use, and if necessary, substitute a functional equivalent, of each individual IBM software component (IBM owns or has rights to) 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.

7.2. 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 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.

7.3. 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.

7.4. Information Security and Data Protection

Client and IBM each agree to perform their information security responsibilities as listed in Section 2.3, Security Capabilities.

Client agrees that no Client personal data that is subject to i) the European General Data Protection Regulation (E/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa> will be provided to IBM for processing on behalf of the Client under this transaction.

7.5. Information Security and Data Protection

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 and prevail over conflicting terms in the Agreement. The DPA Exhibit will be added as an Appendix to this transaction.

7.6. COVID-19 Changes

The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in

place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act reasonably to discuss the affected obligations, potential work-arounds and related issues in good faith and will document any agreed changes to the agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed by their respective authorized representatives, as of the Effective Date.

International Business Machines Corporation

Date: _____
Name, Title: _____

County of Sonoma

Barbie Robinson
Director, Department of Health Services
Date: _____

County of Sonoma – Approved as to Content

Karen Fies
Director, Human Services Department
Date: _____

David Koch
Chief Probation Officer, Probation Department
Date: _____

Jennifer Traumann
Director, Department of Child Support Services
Date: _____

Jill Ravitch
District Attorney
Date: _____

County of Sonoma – Approved as to Form

Sonoma County Council
Deputy County Council

Date:

Appendix A, Milestone Deliverable Guidelines

Unless otherwise stated herein, Milestone Deliverable Guidelines are the same for this Addendum as set forth in the Statement of Work between County and Contractor, dated March 23, 2018, Appendix A, Milestone Deliverable Guidelines including all subsections.

**Exhibit A. Federal Requirements – FEMA
Services Agreements
(Revise date 10-1-18; Applied 4/26/20)**

1. DEFINITIONS

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Contractor or any subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Contractor** means the Contractor or Consultant as identified in the Agreement, and shall sometimes be referred to as “contractor.”
- 1.5 Agreement** means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

2. FEDERAL REQUIREMENTS

- 2.1** Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, and FEMA policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.² 200.317 through 200.326 and Appendix II to 2 CFR Part 200—“Contract Provisions for non–Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act; the Hatch Act (5 U.S.C.³ 1501 et seq.); and all related and Department of Homeland Security--mandated federal regulations, including 44 CFR Part 7.
- 2.3** All contractual provisions required by FEMA and identified herein are hereby incorporated by reference. In the event of any conflict between any provision of this Agreement or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not

² Code of Federal Regulations (“CFR”).

³ United States Code (“USC”).

perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

- 2.4** Contractor acknowledges that this Agreement may be subject to grant assurances mandated by funding federal agencies. In such event, this Agreement shall be subject to and subordinate to all such grant assurances in effect at all times during the term of this Agreement. Any grant assurances mandated by any federal funding agency for inclusion after the execution date of this Agreement shall be deemed by the parties to have been incorporated herein. Grant assurances are not applicable to Contractor under this Agreement.
- 2.5** Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.6** The Government shall enjoy the right to seek judicial enforcement of any applicable law, regulation, condition, or provision stated herein.
- 2.7** Drug-free workplace. Contractor acknowledges County maintains a drug-free workplace plan. Contractor shall comply with applicable requirements of that plan and otherwise comply with applicable requirements of the Drug-Free Workplace Act of 1988 (41 USC 701-707).
- 2.8** To the extent applicable, Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.9** Whistleblower Protections. Contractor shall inform all its employees in writing of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.
- 2.10** Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.11** The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

- 3.1** Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Government access to records, accounts, documents, information, facilities, and staff, including compliance review, investigation, evaluation, documentation and reporting requirements.
- 3.2** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are related to this Agreement, for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor

agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 3.3** The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- 3.4** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5** The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

- 4.1** This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM). The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. (2 CFR Part 200 Appendix II, (I)). No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its unique entity identifier to County.
- 4.2** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 200. Gov. Code § 4477.
- 4.3** The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor certifies that it has not been debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in this transaction. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the

services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17. For purposes of this Agreement, Contractor is the “prospective lower tier participant.”

- 4.4 The Contractor agrees to include the above paragraphs in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 4.5 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.6 The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- 5.1 The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.
- 5.2 The Contractor agrees to include the above clause in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

6. INTENTIONALLY OMITTED.

7. NONDISCRIMINATION CLAUSE

- 7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.
- 7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 7.3 Contractor shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4

of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

7.4 The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

8. INTENTIONALLY OMITTED.

9. NOTICE OF REPORTING REQUIREMENTS

9.1 Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the "SF-425 Federal Financial Report Filing Instructions" (available at <https://www.fema.gov/media-library/assets/documents/28389>). Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

9.2 The Contractor agrees to include the above clause in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

10. INTENTIONALLY OMITTED.

11. INTENTIONALLY OMITTED.

12. ENERGY CONSERVATION REQUIREMENTS

12.1 The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

12.2 The Contractor agrees to include the above paragraph in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

13. CLEAN AIR AND WATER REQUIREMENTS (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year).

13.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), as amended, and the Federal Water Pollution Control Act as amended (33 USC 1251-1388) (as all or any may be amended), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

13.2 Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

13.3 The Contractor agrees to include the above paragraphs in each Third Party Subcontract exceeding \$150,000, such that all provisions will equally apply to the subcontractor. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

14. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of \$10,000)

See Section 6 of the Agreement.

15. TERMINATION FOR DEFAULT (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder or otherwise fail to comply with any of the terms of this Agreement, and after written notice and passage of reasonable time to cure based on the nature of the failure to comply, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

16. CHANGES

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization of the County.

17. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

17.1 Contractor shall not use or expend any funds received under this Agreement with any person or organization to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

17.2 Contractor agrees to the provisions of Exhibit A-1, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member

of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 17.3** Contractor agrees to include the above paragraphs in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

18. MBE / WBE REQUIREMENTS

Contractor shall make good faith effort and take all necessary affirmative steps (including those listed in 2 CFR 200.321) to assure that Minority and Women's Business Enterprises and labor surplus area firms are used when possible. Failure to engage in such affirmative steps shall be considered as a material breach of the contract.

Contractor, and all its subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, including as sources of supplies, construction, equipment, or services. These affirmative steps must be documented and reported. Failure of Contractor or any subcontractor thereof to take the following steps shall be deemed a material breach of this Agreement:

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

If subcontracts are to be let, Contractor shall take the affirmative steps listed above and as otherwise required by 2 CFR 200.321.

19. PROCUREMENT OF RECOVERED MATERIALS

- 19.1** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.2 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

19.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

19.2.2 Meeting contract performance requirements; or

19.2.3 At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

19.3 The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

21. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

22. INTENTIONALLY OMITTED.

23. INTENTIONALLY OMITTED.

24. POLITICAL ACTIVITIES

Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of DHS.

Exhibit A-1. Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. If any registrant under the Lobbying Disclosure Act of 1995 has made lobbying contacts on behalf of Contractor with respect to this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. An imposition of a civil penalty under this subsection does not prevent the United States from seeking any other remedy that the United States may have for the same conduct that is the basis for the imposition of such civil penalty.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801 et seq., apply to this certification and disclosure, if any.

Contractor Signature

Date