

# Addendum 3

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

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This Addendum 3 (this “Addendum”) is dated July 5, 2019 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”). 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 and 3 of a multiphase initiative to support ACCESS Sonoma County (“ACCESS” or “ACCESS Sonoma” or “Phase 4”) 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 3 to the Statement of Work with IBM for Phase 4 implementation of the ACCESS Sonoma. Phase 4 of the initiative provides for continued development of features and services and adds support for connectivity with additional County and partner organizations. Phase 4 implementation is anticipated to be completed in the Winter of 2019.

## 2. Project Scope

This Phase 4 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 for the existing Cohorts while expanding the Whole Person Care (WPC) Cohort in accordance with the capabilities listed in Table 1 below (the “Phase 4 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 of the Watson Care Manager (WCM) software to serve as the UI,
3. update Connect360 interfaces as may be needed for up to three (3) additional source systems,
4. update existing application programming interfaces (“APIs”) between Connect360 and WCM, and
5. provide rollout, transition, operations and support services for the initial maintenance and operation of the delivered ACCESS Sonoma system.

### 2.1. ACCESS Sonoma Use Cases and Requirements for Business Functionality by Phase

The following table specifies the County identified Capabilities that define the overall functionality of the Phase 4 implementation. Additional detail about each Capability will be

developed as part of the Phase 4 project and documented in WP 5, Requirements Validation Documents prior to the start of each sprint.

The system functionality identified in the Phase 4 Capabilities that the Contractor shall commence to produce are listed below and will be further defined in the Functional Specifications.

**Table 1, Phase 4 Capabilities**

|   |   |
|---|---|
| 1 | Additional Data: Incorporate housing data and adding approved data from criminal justice systems into the data hub along with validation of existing data.  |
| 2 | Additional Environment: Support the setup of an additional environment in the data center to support testing and development of ACCESS Sonoma.  |
| 3 | Consent Management: Pilot cloud-based client consent with the interdepartmental multidisciplinary team (IMDT) and add additional functionality associated with the policy matrix, IMDT and additional community partners. |
| 4 | Basic Referral Capability: Engage community partners to design a basic referral system which can be implemented and expanded upon in further phases.  |
| 5 | Basic Alert System: Add basic functionality for an alert system that notifies care team members of important issues.  |
| 6 | Client Portal: Begin design of a client portal where clients can track progress toward achieving their goals.   |
| 7 | Expanded Security Roles: Expand security roles to encompass justice data coming into the system and limiting access for non-justice roles.  |

### **3. 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.

### **4. Technical Solution**

Previous phases of the ACCESS Sonoma project have established the technical solution that will be used and enhanced in Phase 4. 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:

The following table specifies the source systems planned to be integrated in Connect360. These will be targeted for implementation by order of the sequence listed during the Phase 4 implementation, subject to allocated cost and schedule constraints.

**Table 2: Phase 4 Source Systems**

| Source System | Description |
|---------------|-------------|
| TBD           | TBD         |
| TBD           | TBD         |
| TBD           | TBD         |

County and Contractor will work collaboratively to define the data map of elements for each Source System that will be implemented during Phase 4. Additional data elements may be added at a later date through future projects by Contractor and the County or through the designated Change Management Process for the Project.

## 5. 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:

- 5.1 Project Management Responsibilities
- 5.2 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 3, Project Milestone Deliverables and Work Products by Task

| Task   | Name   | Type | Frequency                        | Timing   |
|--|--|------|----------------------------------|--|
| Task 1:<br>Project<br>Initiation and<br>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:<br>Requirements<br>and<br>System<br>Design | WP 5: Requirements Validation and Requirements Traceability Matrix                     | WP   | Once per sprint                  | Start of each 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:<br>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:<br>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:<br>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                          |
|                             | <b>MD 10:</b> End-User Training Completion    | MD   | Once                        | End of release if applicable |
| Task 6:<br>Deployment       | WP 11: Deployment Plan                        | WP   | Once                        | End of release               |
|                             | WP 12: System Document and Custom Code        | WP   | Once                        | After Go Live                |
|                             | <b>MD 11:</b> Go Live Checklist and Readiness | MD   | Once                        | After UAT                    |
|                             | <b>MD 12:</b> Go Live                         | MD   | Once                        | After Go Live                |
| Task 7:<br>Project Closeout | <b>MD 13:</b> 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 3, 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.

## 6. 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

## 7. 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 December 31, 2019, 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 4 as part of the approved Project Workplan. The estimated Phase 4 start date is July 15, 2019.

## 8. Pricing

Labor services will be 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 using the following table:

**Table 4, Labor Rates and Estimated Hours and Pricing**

| Role   | Rate | Estimated Hours | Estimated Price |
|--|------|-----------------|-----------------|
| Delivery Executive                           | 375  | -               | \$ -            |
| Program Manager                              | 375  | 110.0           | \$ 41,250.00    |
| Project Manager                              | 275  | 440.0           | \$ 121,000.00   |
| DS&P Specialist                              | 165  | 88.0            | \$ 14,520.00    |
| Financial Administrator                      | 65   | 44.0            | \$ 2,860.00     |
| Project Administrator                        | 145  | 110.0           | \$ 15,950.00    |
| Project Administrator                        | 65   | 44.0            | \$ 2,860.00     |
| Architect Lead/Enterprise Solution Architect | 375  | 110.0           | \$ 41,250.00    |
| Sr. Architect                                | 295  | 377.5           | \$ 111,365.50   |
| Architect                                    | 250  | -               | \$ -            |
| Sr. DBA                                      | 250  | 110.0           | \$ 27,500.00    |
| DBA  | 185  | -               | \$ -            |
| Lead Business Analyst                        | 250  | 660.0           | \$ 165,000.00   |
| Sr. Business Analyst                         | 215  | -               | \$ -            |
| Business Analyst                             | 135  | -               | \$ -            |
| Development Lead                             | 275  | 660.0           | \$ 181,500.00   |
| Sr. SOA Developer                            | 265  | -               | \$ -            |
| Sr. WCM Developer                            | 338  | 440.0           | \$ 148,720.00   |
| MDM Developer                                | 215  | 110.0           | \$ 23,650.00    |
| Developer                                    | 215  | -               | \$ -            |
| Programmer                                   | 75   | 880.0           | \$ 66,000.00    |
| Associate Programmer                         | 65   | 880.0           | \$ 57,200.00    |
| Lead Tester                                  | 250  | 660.0           | \$ 165,000.00   |
| Sr. Tester                                   | 185  | -               | \$ -            |
| Tester                                       | 145  | -               | \$ -            |
| Associate Tester                             | 65   | 880.0           | \$ 57,200.00    |
| Training Lead                                | 250  | -               | \$ -            |
| Training Developer                           | 215  | -               | \$ -            |
|  |      | 6,603.5         | \$ 1,242,825.50 |

## 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

02-Jul-2019

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 02-Jul-2019 and will expire on 12-Sep-2019.  
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,

ANTHONY W WILLIAMS  
Phone Number: 1-714-732-7380  
Fax Number: 1-714-983-7039  
E-mail Address: [tony.williams@us.ibm.com](mailto:tony.williams@us.ibm.com)

Page 1 of 4

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



Quotation Number: 18414111  
 IBM Contact: ANTHONY W WILLIAMS  
 Phone Number: 1-714-732-7380

Quote Effective Date: 02-Jul-2019  
 Quote Expiration Date: 12-Sep-2019

IBM Site Number 3902869

IBM Customer Number: 2239353

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

| Software as a Service   |  |                |          |                    |
|---|--|----------------|----------|--------------------|
| Item  | Part Number  |                | Rate     | Total Commit Value |
| <b>Subscription Entitlements:</b>   |  |                |          |                    |
| <b>IBM Watson Care Manager Government 100 Persons per Month</b>                     |  |                |          |                    |
| 001   | D1NKHLL  |                | 6,050.00 | 72,600.00          |
|   | Quantity:  | 6              |          |                    |
|   | Unit Price:  | Tiered         |          |                    |
|   | Billing Frequency:                                     | Monthly        |          |                    |
|   | Total Term:  | 12 Months      |          |                    |
|   | Renewal for this subscription: Autorenew for 12 Months |                |          |                    |
| <b>IBM Watson Care Manager Government 100 Persons Overage</b>                       |  |                |          |                    |
| 002   | D1NKILL  |                |          |                    |
|   | Unit Price:  | 231.00 Per Use |          |                    |
| <b>IBM Watson Care Manager Connect Providers - Government 100 Persons per Month</b> |  |                |          |                    |
| 003   | D1XDZLL  |                | 1,210.00 | 14,520.00          |
|   | Quantity:  | 6              |          |                    |
|   | Unit Price:  | Tiered         |          |                    |

IBM Customer Number: 2239353

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| Software as a Service |             |  |          |                    |
|-----------------------|-------------|--|----------|--------------------|
| Item                  | Part Number |  | Rate     | Total Commit Value |
|                       |             | Billing Frequency: Monthly<br>Total Term: 12 Months  |          |                    |
|                       |             | Renewal for this subscription: Autorenew for 12 Months   |          |                    |
|                       |             | <b>IBM Watson Care Manager Connect Providers - Government 100<br/>Persons: Overage</b>           |          |                    |
| 004                   | D1XE0LL     | Unit Price: 46.20 Per Use  |          |                    |
|                       |             | <b>IBM Watson Care Manager Community Service Referral - Government<br/>100 Persons per Month</b> |          |                    |
| 005                   | D1XE1LL     | Quantity: 6<br>Unit Price: Tiered<br>Billing Frequency: Monthly<br>Total Term: 12 Months         | 302.50   | 3,630.00           |
|                       |             | Renewal for this subscription: Autorenew for 12 Months   |          |                    |
|                       |             | <b>IBM Watson Care Manager Community Service Referral - Government<br/>100 Persons: Overage</b>  |          |                    |
| 006                   | D1XE2LL     | Unit Price: 11.55 Per Use  |          |                    |
|                       |             | <b>IBM Watson Care Manager Connect Individuals - Government 100<br/>Persons per Month</b>        |          |                    |
| 007                   | D1XE3LL     | Quantity: 6<br>Unit Price: Tiered<br>Billing Frequency: Monthly<br>Total Term: 12 Months         | 605.00   | 7,260.00           |
|                       |             | Renewal for this subscription: Autorenew for 12 Months   |          |                    |
|                       |             | <b>IBM Watson Care Manager Connect Individuals - Government 100<br/>Persons: Overage</b>         |          |                    |
| 008                   | D1XE4LL     | Unit Price: 23.10 Per Use  |          |                    |
|                       |             | <b>IBM Watson Care Manager Non Production Environment - Government<br/>Instance per Month</b>    |          |                    |
| 009                   | D1XEDLL     | Quantity: 1  | 5,000.00 | 60,000.00          |

IBM Customer Number: 2239353

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| Software as a Service  |             |           |      |                    |
|--|-------------|-----------|------|--------------------|
| Item   | Part Number |           | Rate | Total Commit Value |
| Unit Price:  |             | 60,000.00 |      |                    |
| Billing Frequency:   |             | Monthly   |      |                    |
| Total Term:  |             | 12 Months |      |                    |
| Renewal for this subscription: Autorenew for 12 Months   |             |           |      |                    |
| <b>Subscriptions Sub-Total</b>   |             |           |      | <u>158,010.00</u>  |
| IBM acceptance of the order is subject to credit approval.   |             |           |      |                    |
| <b>Software as a Service Total</b>   |             |           |      | <u>158,010.00</u>  |
| Applicable tax will be recalculated at the time of order processing.   |             |           |      |                    |
| 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. |             |           |      |                    |
| <b>Subtotal in USD:</b>  |             |           |      | <b>158,010.00</b>  |
| <b>Estimated Tax in USD:</b>   |             |           |      | <b>0.00</b>        |
| <b>Total in USD:</b>   |             |           |      | <b>158,010.00</b>  |

IBM Customer Number: 2239353

## 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](http://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/>

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

### 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.

IBM Customer Number: 2239353

## 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

02-Jul-2019

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 02-Jul-2019 and will expire on 30-Sep-2019.  
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/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 [www.ibm.com/dpa/dpl](http://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  
Fax Number:  
E-mail Address: [pgiarrus@us.ibm.com](mailto:pgiarrus@us.ibm.com)

Page 1 of 3

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



Quotation Number: 18413902  
 IBM Contact: Paul E. Giarrusso  
 Phone Number: 1-949-742-4888

Quote Effective Date: 02-Jul-2019  
 Quote Expiration Date: 30-Sep-2019

IBM Site Number 3902869

IBM Customer Number: 2239353

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

| Monthly Licensing   |                    |           |           |                    |
|---|--------------------|-----------|-----------|--------------------|
| Item  | Part Number        |           | Rate      | Total Commit Value |
| <b>IBM InfoSphere Master Data Management Patient Hub - Standard Edition Resource Value Unit Monthly License</b> |                    |           |           |                    |
| 001   | D19E9LL            |           | 79,852.50 | 79,852.50          |
|   | Quantity:          | 750       |           |                    |
|   | Unit Price:        | 106.47    |           |                    |
|   | Billing Frequency: | Annual    |           |                    |
|   | Total Term:        | 12 Months |           |                    |
| Renewal for this subscription: Autorenew for 12 Months  |                    |           |           |                    |

IBM Customer Number: 2239353

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| Monthly Licensing   |             |  |                                |                         |
|---|-------------|--|--------------------------------|-------------------------|
| Item  | Part Number |  | Rate                           | Total Commit Value      |
| IBM acceptance of the order is subject to credit approval.  |             |  |                                |                         |
| Applicable tax will be recalculated at the time of order processing.  |             |  |                                |                         |
| 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.  |             |  |                                |                         |
| Data Processing Protection - IBM's Data Processing Addendum (DPA) at <a href="http://ibm.com/dpa">http://ibm.com/dpa</a> and the DPA Exhibit at <a href="https://www.ibm.com/mysupport/s/article/support-privacy">https://www.ibm.com/mysupport/s/article/support-privacy</a> 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 <a href="http://www.ibm.com/dpa/dpl">www.ibm.com/dpa/dpl</a> apply. |             |  |                                |                         |
|   |             |  | <b>Monthly Licensing Total</b> | <b><u>79,852.50</u></b> |
|   |             |  | <b>Subtotal in USD:</b>        | <b>79,852.50</b>        |
|   |             |  | <b>Total in USD:</b>           | <b>79,852.50</b>        |

IBM Customer Number: 2239353

**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](http://www.ibm.com/software/passportadvantage)  
IBM's International Program License Agreement and product License Information documents: [www.ibm.com/software/sla](http://www.ibm.com/software/sla)  
IBM Software Support Web site: [www.ibm.com/software/support](http://www.ibm.com/software/support)  
IBM Customer Number: 2239353



IBM Quotation

July 2, 2019

IBM Contact: Walter Szyperski  
Phone Number: 1-615-200-5030

Customer:  
Attn: Carolyn Staats  
County of Sonoma  
3324 Chanate Rd  
Santa Rosa, CA 95404-1708  
UNITED STATES

IBM Customer Number: 2239353

Component ID 6949-67L IBM Health and Human Services 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       |
| 1658 | WCM API's                              |

|                      |           |
|----------------------|-----------|
| Quantity             | 50        |
| Unit Price (monthly) | 1,609.38  |
| Total Term           | 12 Months |
| Total Commit Value   | 19,312.50 |

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 02-Jul-2019 and will expire on 31-Aug-2019

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

**Table 5, Software Pricing**

| Description                                       | Cost (\$)     |
|---|---------------|
| Watson Care Manager                               | \$ 158,010.00 |
| IBM InfoSphere Master Data Management Patient Hub | \$ 79,852.50  |
| Connect360  | \$ 19,312.50  |
| Total   | \$ 257,175.00 |

Phase 4 cost summary, based on Table 4 [Labor Rates and Estimated Hours and Pricing](#), is provided in the following table.

**Table 6, Phase 4 Cost Summary**

| Description | Cost (\$)       |
|-------------|-----------------|
| Labor       | \$ 1,242,825.00 |
| Software    | \$ 257,175.00   |
| Total       | \$ 1,500,000.00 |

## 9. European General Data Protection Regulation

County warrants that the European General Data Protection Regulation (EU/2016/679 (GDPR) does not apply to the Content it will provide IBM. If IBM determines that any Content provided by County contains GDPR data, IBM will immediately delete/destroy such data and will notify County. IBM will not be responsible for any data breach related to that data.

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:

\_\_\_\_\_  
Margaret Van Vliet  
Executive Director, Community Development Commission

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Jill Ravitch  
District Attorney

\_\_\_\_\_  
Date:

**County of Sonoma – Approved as to Form**

\_\_\_\_\_  
Jeff Berk  
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.