

Addendum 6
for
Access Sonoma

Prepared for
County of Sonoma

March 31, 2023

The information in this Addendum is confidential and may only be used within Client's enterprise.

Table of Contents

Overview and Approach	4
1. Addendum 6 Overview	4
2. Project Scope	4
UC-01 (TAY) Implement Care Coordination and Care Management for TAY Cohort	6
UC-02 (TAY) Coordinate Care Team Activities for TAY Cohort (IBM)	6
Enable Care Coordination Team to collaborate, establish Care Team, Activities, Goals and Tasks	6
• Configure following to better support TAY service	6
o Goals ,.....	6
o Client Action ,.....	6
o Care Team Actions ,	6
o Services and	6
o other mutually agreed upon care plan features	6
• Assist ISD (Information Systems Department) developing additional data cards that IMDT TAY care team members may request	6
UC-03 (TAY) Track TAY Client Progress	6
UC-04 (TAY) Complete Assessments for TAY Cohort (IBM)	6
UC-05 (TAY) Develop TAY Cohort Dashboard and aggregate reports (IBM)	6
UC-06 (TAY) Integration of TAY Data (IBM)	7
UC-07 (TAY) Aggregated View of TAY Source System Information in Virtual Client Record (IBM)	7
UC-08 (TAY) Make of elements of care plan, services available to TAY clients-Documents* (Merative)	7
UC-09 (TAY) Make of elements of care plan, services available to TAY clients-Calendar Events (IBM & Merative)	7
UC-10 (MISC) Completion of the electronic Consent Approval Process (IBM)	7
UC-11 (MISC) Add Generic organizations to Connect 360 Data Hub security policy matrix (IBM)	8
UC-12 (211) Integration of 2-1-1 Data (IBM)	8
UC-13 (2-1-1) Aggregated View of 2-1-1 Source System Information (IBM)	8
UC-14 (MHD) Refer clients to appropriate services in a Care Plan (IBM)	8
UC-15 (MHD) Assess clients from MH Diversion Court (IBM)	8
UC-16 (MHD) Establish metrics for Case Management (IBM)	8
UC-17 (MHD) Monitor progress through case management (IBM and Merative)	9
UC-18 (MISC) Bed-Pilot Project* (IBM and Merative)	9
UC-19 (MISC) Migrate to new Connect360 VCR FHIR API (IBM and Merative)	9
UC-20 (MISC) Enable annotating care team members as “favorites” and viewing contact information for care team* (Merative)	9
Backlog Items for future enhancement considerations	9
2.1 Key Assumptions	10
3. Resources and Hours of Coverage	12
4. Governance	12
4.1 Monthly Project Status Review	12
5. IBM Responsibilities	12
5.1 Project Management.....	12
6. Phase 6	13
6.1 Project Kickoff	13
6.2 Monthly Status Report	13
6.3 Co-Create	13
6.4 Co-Execute	14
6.5 Co-Operate	15
7. Client Responsibilities	15

7.1	Client Project Manager	15
7.2	Other Client Responsibilities.....	16
7.3	Open Source Software (OSS)	17
8.	Deliverables	17
8.2	Project Materials / Type I Materials	17
9.	Completion Criteria.....	18
10.	Estimated Schedule.....	18
11.	Charges.....	18
12.	Additional Terms.....	19
12.1	Termination.....	19
12.2	IBM Intellectual Capital/Tools	19
12.3	Information Security and Data Protection	19
12.4	COVID-19	19
13.	Signature Acceptance	19
Appendix A: Project Procedures.....		21
Appendix C: Information Security Roles and Responsibilities Table.....		22

Overview and Approach

1. Addendum 6 Overview

This Addendum 6, dated March 31, 2023 and executed as an amendment to the Addendum (“Addendum”) 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 Addendum and the terms of this Addendum 6, the terms of this Addendum 6 shall govern.

This Addendum 6 describes the IBM responsibilities, related Client responsibilities, and deliverables IBM will provide. Additionally, For any subcontractor retained by IBM, IBM shall require that the subcontractor perform Services in accordance with and pursuant to the terms and conditions of this Agreement. IBM shall remain solely responsible for the performance of its obligations under the Agreement. If IBM uses subcontractors, IBM shall apply the terms and conditions indicated in the Business Associate Addendum dated March 23, 2018 to subcontract work. IBM shall at all times be responsible for the performance of its subcontractors. No term or agreement of the IBM's agreement with any subcontractor shall alter the terms and conditions of this Agreement. IBM shall remain responsible for the work of its subcontractors.

Changes to this Addendum will be processed in accordance with the Project Change Control Procedure described in the Project Procedures appendix. The investigation and implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this Addendum and the Agreement.

The protections afforded to the NCPA Administration Agreement, including, but not limited to, indemnification and defense, apply to the County of Sonoma.

2. Project Scope

IBM will provide the County with ‘Configuration and Build’ fixed-price services to implement the Transitional Age Youth (TAY) Cohort and incorporate 2-1-1 data into ACCESS Sonoma Data Hub. The County and Contractor will implement and deliver technology to enable the use of the ACCESS SONOMA system in accordance with the capabilities outlined within this contract Addendum.

As part of Configuration and Build, the County and IBM will work collaboratively to use off-the-shelf capabilities and where necessary, configuration to implement the use cases outlined below. We will also work collaboratively to avoid customization and changes that have yet to be estimated.

The configuration services will be delivered by the County’s directive and within the schedule outlined below. IBM’s ability to perform and complete its responsibilities in that time frame is predicated on the County’s ability to perform its responsibilities per the IBM Project Plan

Table 1: ACCESS Sonoma Use Cases

Use Case	Title	Description	Responsibility
UC-01	Implement Care Coordination and Care Management for TAY Cohort	Allow Care Coordination Team and IMDT to configure and manage a Client’s Care Plan for TAY.	IBM and Merative. See below for details.
UC-02	Coordinate Care Team Activities for TAY Cohort	Allow Care Coordination Team to collaborate, establish Care Team activities, and tasks.	IBM
UC-03	Track TAY Client Progress	Allow Care Coordination Team to track client progress and outcomes across multiple programs and program enrollments.	IBM and Merative. See below for details.
UC-04	Complete Assessments for TAY Cohort	Configure and Implement TAY specific assessments modelled after existing assessments which can be used to populate goals and tasks.	IBM
UC-05	Develop TAY Cohort Dashboards/Reports	Allow Care Coordination Team to view reports for Transitional Age Youth Cohort.	IBM
UC-06	Integration of TAY Data	Enable Data flow of TAY program data into ACCESS Sonoma Integration Data Hub via APIs.	IBM

UC-07	Provide Aggregated View of TAY Source System Information in Virtual Client Record	View and search a dashboard of consolidated client linkage and Care Coordination activities based on Consent and Authorization Policies.	IBM
UC-08	Make elements of care plan, services available to TAY clients	TAY clients would have a secure interface to selected elements of care plan and search for support services through a responsive app. This would include multi-channel alerts/messaging including SMS texts. Enable client to upload/download defined file types such as pdf files or jpg images to/from their care plan.	Merative
UC-09	List of calendar events	TAY clients would have a secure interface to selected elements of care plan and search for support services through a responsive app. List of calendar events in Connect-I so the TAY youth can view upcoming events such as court dates, job interviews, medical appointments. List of calendar events in WCM so the IMDT can view events upcoming for the client's they manage.	IBM and Merative. See below for details.
UC-10	Completion of the electronic Consent approval process with the Connect 360 Data Hub.	This will complete the in-progress SimpliGov eForm implementation to submit Consent updates electronically.	IBM
UC-11	Add Generic organizations to Connect 360 Data Hub security policy matrix.	The Connect 360 security policy matrix will be enhanced to support general categories of pre-defined permission profiles. Watson Care Manager(WCM) will also be enhanced to allow new Service providers to be added to WCM as members of the IMDT by adopting or impersonating a permission profile of the generic organization categories added in C360.	IBM
UC-12	Integration of 2-1-1 Data	Perform Data Migration of 2-1-1 data into ACCESS Sonoma Integration Data Hub. Also provide data extract for Watson Care Manager Connect Provider	IBM
UC-13	Provide Aggregated View of 2-1-1 Source System Information	View and search a dashboard of consolidated client linkage and Care Coordination activities based on Consent and Authorization Policies.	IBM
UC-14	(MHD) Refer clients to appropriate services in a Care Plan	Utilize current program referral processes for assigning a client to new MHD programs	IBM
UC-15	(MHD) Assess clients from MH Diversion Court	Implement MHD assessment enhancements to assist in evaluation of candidates for MD Court Diversion	IBM
UC-16	(MHD) Establish metrics for Case Management	Configure various data card to capture and track client metrics	IBM
UC-17	(MHD) Monitor progress through case management	Implement a summary card display configuration that is determined by cohort and role.	IBM
UC-18	(MISC) Bed-Pilot Project	Configure and add IBM Watson Care Manager Community Service Referral add-on component which is needed for the bed resource inquiry/offer workflow	IBM and Merative. See below for details.
UC-19	(MISC) Migrate WCM VCR API to new ACCESS Data	Configure and enable new endpoint for VCR in ACCESS Data Hub	IBM

	Hub endpoint		
UC-20	(MISC) Connect I Usability Enhancements	<ul style="list-style-type: none"> •Show tasks, actions, notification in calendar/activities to highlight important dates, actions required •Show preferred case workers at top of the list •Client being able to create a phone contact (Name, Phone and probably other details like company, email) from webpage of Connect-I 	Merative

UC-01 (TAY) Implement Care Coordination and Care Management for TAY Cohort

Enable Care Coordination Team and IMDT to configure and manage a Client’s Care Plan for TAY (Transitional Age Youth) Cohort

- (IBM) Implement standard configurations for the addition of TAY Cohort
- (IBM) Configure mechanism to add community partners to client care team and grant access to Watson Care plan.
- (IBM) Assign permissions with generic permission profiles
- (Merative) Enable MFA passcodes option to be sent via SMS texts with registered mobile number or via registered email to clients and care team members*
 - Assumes ‘Community Providers’ are onboarded and connect through core WCM (not Connect-P) and that existing functionality and RBAC permissions provide the necessary level of permissions to control the level of access

UC-02 (TAY) Coordinate Care Team Activities for TAY Cohort (IBM)

Enable Care Coordination Team to collaborate, establish Care Team, Activities, Goals and Tasks

- Configure following to better support TAY service
 - Goals,
 - Client Action,
 - Care Team Actions,
 - Services and
 - other mutually agreed upon care plan features
- Assist ISD (Information Systems Department) developing additional data cards that IMDT TAY care team members may request

UC-03 (TAY) Track TAY Client Progress

Enable Care Coordination Team to track client progress and outcomes across multiple programs and program enrolments

- (IBM) Implement reporting on newly developed TAY data cards
- (IBM) If required for the reporting, add additional fields to existing reporting tables, OR configure new reporting table in WCM Cognos instance. If County replaces WCM Cognos during the execution of this addendum, then the new reports will be considered new scope and estimated in accordance with the Change Management process of this addendum.
- (Merative) Configure additional fields in existing reporting tables (or configure up to two new reporting tables) *
 - Assumes IBM will configure reports; if additional data is needed, Merative will add up to two additional tables

UC-04 (TAY) Complete Assessments for TAY Cohort (IBM)

Configure and Implement TAY specific assessments modelled after existing assessments which can be used to populate goals and tasks

- Enable Care Coordination Team to create and manage
 - Needs,
 - Screening,
 - Outreach, and
 - Intake Assessments.

UC-05 (TAY) Develop TAY Cohort Dashboard and aggregate reports (IBM)

Enable Care Coordination Team to view reports for Transitional Age Youth Cohort

- Implement framework data sources to support report and dashboard development

- Assist in the preliminary development of TAY dashboards and reports
- Assist in training Sonoma County staff in report and dashboard configuration

UC-06 (TAY) Integration of TAY Data (IBM)

Enable Data flow of TAY program data into ACCESS Sonoma Integration Data Hub via APIs.

- TAY program data will be sent to C360 data hub and integrated into current reporting/dashboard in Cognos Analytics
- New TAY program information and data will be accessible for new TAY dashboards and reports

UC-07 (TAY) Aggregated View of TAY Source System Information in Virtual Client Record (IBM)

Enable View and Search of consolidated client linkage and Care Coordination activities based on Consent and Authorization Policies.

- Care team member will be able to access TAY clients from relevant source system data via Virtual Client Records (VCR) when available

UC-08 (TAY) Make of elements of care plan, services available to TAY clients-Documents* (Merative)

TAY clients would have a secure interface to selected elements of care plan and ability to search for support services through a responsive app. Enable client to upload/download defined file types such as pdf files or jpg images to/from their care plan.

List of documents/attachments for Clients (Connect-I users)*.

Enable a list of documents/attachments in Connect-I so the TAY youth can upload their documents. The document list will contain documents shared via messaging, shared by IMDT outside of messaging and documents uploaded by client.

- The Connect Individual Application will contain a Documents Tab which gives the TAY users the ability to upload documents to their account and share these with their Care team.
- The Documents list will include attachments uploaded by the TAY User from the Documents list or uploaded via Messaging.
- Care Team members will be able to select to share specific attachments with a TAY user and these will also be available in the Documents list .
- The TAY User will be able to select to open an attachment on their device.
- The TAY User will continue to have access to their documents list until they are offboarded.
- File types accepted will be as follows: extensions bmp, csv, docx, gif, jpeg, jpg, pdf, png, txt, xls, slsx, ods, rtf, dot, dicom, tiff, tif
- IMDT will have ability to delete documents

UC-09 (TAY) Make of elements of care plan, services available to TAY clients-Calendar Events (IBM & Merative)

TAY clients would have a secure interface to selected elements of care plan and ability to search for support services through a responsive app. This would include multi-channel alerts/messaging including SMS texts. Enable client to upload/download defined file types such as pdf files or jpg images to/from their care plan.

List of calendar events*

Enable a list of calendar events in Connect-I so the TAY youth can view upcoming events such as court dates, job interviews, and medical appointments. Enable a list of calendar events in WCM so the IMDT can view events upcoming for the clients they manage.

- (IBM) Events will be sent to Watson Care Manager from Connect 360.
- (Merative) The Connect Individual Application will contain an events list which gives the TAY users a view of upcoming events.*
- (Merative) The IMDT will be able to view events for their clients from the Events List page available from the Client Profile in WCM.*
- (Merative) Events will be able to be received electronically from Connect 360, manually recorded by the TAY user, or manually recorded by a Care Team member.*

UC-10 (MISC) Completion of the electronic Consent Approval Process (IBM)

This will complete the in-progress SimpliGov form implementation to submit Consent updates electronically

- Assist to complete SimpliGov's ACCESS Consent forms submission process that interfaces with the C360 API.

- Consent capture tab enabled to add client search screen in WCM (Refer to Orange County Consent implementation)
- Clients will be able to complete the Consent authorization process electronically using electronic signatures
- Client record will be updated to indicate that client has authorized consent
- Consent authorizations will be submitted manually and will appear in Attachments (Documents) tab

UC-11 (MISC) Add Generic organizations to Connect 360 Data Hub security policy matrix (IBM)

The Connect 360 security policy matrix will be enhanced to support general categories of pre-defined permission profiles. Watson Care Manager (WCM) will also be configured to allow new Service providers to be added to WCM as members of the IMDT by adopting or impersonating a permission profile of the generic organization categories added in C360.

- The policy matrix will be updated to support generic permission profiles in addition to the specific departments/organizations.
- Generic permission profiles may be more restrictive and adopt a least privilege policy.
- Generic organization profiles might include hospitals, clinics, shelters, or education.
- New Community based organizations could be assigned generic organization profiles which would exist in Connect 360 and Watson Care Manager

UC-12 (211) Integration of 2-1-1 Data (IBM)

Perform Data Migration of 2-1-1 data into ACCESS Sonoma Integration Data Hub. Provide data extract for Watson Care Manager Connect Provider

- Work with United Way to configure and implement process to configure a data extract of United Way's 2-1-1 data for import into ACCESS Connect 360 data hub
- Import 2-1-1 data extract for up to 1,000 Sonoma County providers only (extracted by IBM) into Watson Care Manager leveraging existing WCM APIs Implement automated process to periodically update up to 100 updates in each update of 2-1-1 extract data (including those in Provider Registry) with delta (changed) data.

UC-13 (2-1-1) Aggregated View of 2-1-1 Source System Information (IBM)

View and search a dashboard of consolidated client linkage and Care Coordination activities based on Consent and Authorization Policies

- Possibly deploy and demonstrate IBM Community Portal for interfacing with 2-1-1 extract data.
 - Licensing is not required for the demonstration

UC-14 (MHD) Refer clients to appropriate services in a Care Plan (IBM)

- Utilize current program referral processes for assigning a client to new MHD programs

UC-15 (MHD) Assess clients from MH Diversion Court (IBM)

- Implement MHD assessment enhancements to assist in evaluation of candidates for MD Court Diversion
 - One assessment will help determine whether client meets specific funding requirements
- Provide reporting on assessments

UC-16 (MHD) Establish metrics for Case Management (IBM)

- Configure various data card to capture and track client metrics
 - Success, avoidance of negative events
 - Non-Events
 - Success
 - Barriers/Challenges
 - Clients Progressing Through Levels of Care/Services
 - Employee/Housing
 - Mental Health/Substance Use Disorders (SUD)
 - Family/Life Services
 - Legal Services/Other

UC-17 (MHD) Monitor progress through case management (IBM and Merative)

- (IBM) Implement a summary card display configuration that is determined by role.
 - Configured summary cards will display to corresponding role
- (IBM) If required for the reporting, add additional fields to existing reporting tables, OR configure new reporting table in WCM Cognos instance. If County replaces WCM Cognos during the execution of this addendum, then the new reports will be considered new scope and estimated in accordance with the Change Management process of this addendum.
- (Merative) Configure additional fields in existing reporting tables (or configure up to two new reporting tables) *
 - Assumes IBM will configure reports; if additional data is needed, Merative will add up to two additional tables
- (IBM) Generate monthly metrics from new data cards including report on number of clients.

UC-18 (MISC) Bed-Pilot Project* (IBM and Merative)

- (Merative) Enable Watson® Care Manager Community Service Referral add-on component which is needed for the bed resource inquiry/offer workflow
- (IBM) Configure Bed-Pilot

UC-19 (MISC) Migrate to new Connect360 VCR FHIR API (IBM and Merative)

- (Merative) Configure and enable new endpoint for VCR in ACCESS Data Hub
- (IBM) Configure WCM to execute runbook to change the endpoint

UC-20 (MISC) Enable annotating care team members as “favorites” and viewing contact information for care team* (Merative)

- Enable client ability to select or “pin” their preferred care team members to the client can quickly view the team members they work with the most.
- Enable client ability to view the contact information of their care team to include phone number and email address

Backlog Items for future enhancement considerations

Use Case	Description
UC-Future	MFA Passcode Delivery. Enable MFA passcodes via SMS texts with registered mobile number or via registered email to clients and care team members.
UC-Future	SMS event reminders for clients SMS reminders for clients so they don't miss important events. The client will be reminded about important events via SMS.
UC-Future	Consent authorizations submitted automatically and will appear in Attachments (Documents) tab
UC-Future	Demonstrate Provider and Service Availability in IBM Community Health provider portal Implement process to programmatically add/map WCM defined services to 211 community partners when imported into WCM Provider Registry
UC-Future	Demonstrate Provider and Service Availability in IBM Community Health provider portal Implement process to programmatically add/map WCM defined services to 211 community partners when imported into WCM Provider Registry
UC-Future	Extend Connect P capability to allow users to indicate quality of 211 community partners/registered providers Assign a data rating or Default to low quality until updated? Provider ranking can be used as a search criterion and/or filler
UC-Future	Create customizable dashboard - i.e., landing page for Program Manager

UC-Future	Create customizable dashboard - i.e., landing page for Case workers
UC-Future	Enable Consent PDF to be pushed into WCM Attachment tab - Submitted consent authorizations to appear in Attachments (Documents) tab of client profile
UC-Future	Provide ability to customize summary pages by program (cohort).

2.1 Key Assumptions

This Addendum and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in the Project Change Control Procedure and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms. These adjustments may include charges on a time and materials basis using IBM's standard rates in effect at such time for resulting additional work or waiting time. If an assumption deviation is not resolved through the Project Change Control Procedure within 10 days, then the agreed to issue will be resolved in accordance with the Escalation Procedure.

- a. Existing MS Azure environment for PROD and UAT will be sufficient for implementing and delivering Addendum 6. No additional storage and processing capacity will be required to add TAY and MHD Cohort, or configure and load 2-1-1 provider registry.
- b. Estimates includes efforts of configuration and deployment the existing components to address requirements in in this addendum. No new software and services are required (no new license or additional capacity is required)
- c. Watson Care Manager will be leveraged for Care Management and Provider Portals (WCM, Connect I and Connect P)
- d. County shall be responsible for extracting and collating valid data from their source systems.
- e. The County and IBM anticipates the vast majority of Use Cases will use Out-of-the-Box capabilities to implement the Use Cases. The County will fully explore configuration options with IBM, to avoid customizations that have not been estimated.
- f. IBM anticipates up to 25,000 active clients across the following cohorts. There will be two cohorts covered in this amendment:
 - (1) Mental Health Data (MHD) Expansion
 - (2) Transitional Age Youth (TAY)
- g. IBM anticipates only the 2-1-1 Source System for Data Integration. MHD and TAY data is already ingested and available.
- h. Existing integration with SimpliGov will be used or extended for Configuration of Consent collection and management.
- i. IBM anticipates up to required 8 assessments configured in Case worker Portals per cohort.
- j. IBM anticipates existing Cognos reports will be extended to add TAY data, no new reports are required.
- k. For inbound and outbound API calls, the planned specification will be defined by IBM. APIs will be RESTful HTTP with JSON payloads. Payloads are anticipated to be constructed using standard HL7 FHIR resources.
- l. The DEV environment will be maintained in the IBM Cloud - Connect360 enclave.
- m. Personal Health Information (PHI)/Personally Identifiable Information (PII) is not allowed in development environments. The Sonoma PHS IT Team is responsible to send sample data, or masked data wherein the identifying information has been scrambled or obfuscated. Data masking is the Sonoma PHS IT Team's responsibility and must be performed before transmittal to IBM systems.
- n. The data format for specified subject areas is to be common across source systems using XML Schema documents (XSDs). Data formats will be agreed upon between IBM and the Technical SMEs from the County Source Systems.
- o. Copying of ANYTHING from PROD, UAT OR TEST to DEV environments will never be allowed.

- p. Backup, Restore and ongoing maintenance activities like security patching procedures for on-premises resources (including the ones requested by IBM for establishing the Hybrid Cloud) will be maintained by the County, as per Sonoma County's Standard Operating Procedures.
- q. . There are no new source systems added for patient data as part of Addendum 6. A new source system, 2-1-1, for Service Provider data will be identified and will be used to feed services information for Provider Registry along with respective services.
- r. Data cleansing in source systems is the sole responsibility of the Sonoma PHS IT Team to perform per the Project Plan. Maintenance & Operation Support Services are not covered in this addendum. 10 business days of Hypercare will be provided following Go-Live. Hypercare will include:
 - (1) IBM will be given access and utilize existing Sonoma PHS IT Team's tools to track and manage incidents, problems, user queries and Hypercare related activities.
 - (2) IBM will coordinate environment and software components support activities with respective County representatives and County-directed COTS support teams, if required.
 - (3) Problem / issue closure tasks that take more than 20 hours or will extend beyond the 10 business days will be considered for escalation as a System Change Request per the Project Change Control Procedure in the Agreement.
 - (4) IBM will be given access and utilize existing County tools to track and manage incidents, problems, user queries and Hypercare related activities.
 - (5) The County will utilize the Sonoma PHS IT Team to manage ACCESS Care Team Level 1 Help desk activities and also to escalate mutually agreed upon Level 2 issues to IBM for additional support during the 10-day Hypercare period.
- s. Watson Care Manager user accounts are created and administered by County users assigned security administration privileges. New users are emailed a link to activate their accounts and set their passwords.
- t. Users can reset their own Watson Care Manager passwords. Auto-expiry of passwords can be configured, based on County request.
- u. WCM supports Multi-Factor authentication and shall be activated at the County's request. A second step is then added to the authentication process, wherein the user is emailed a code that has to be entered within 15 minutes.
- v. Security
 - (1) Current security controls, security posture and configurations will be retained as-is. IBM does not foresee changes required for delivering the services for Addendum 6.
 - (2) Disaster Recovery (DR) is not covered under this addendum.
 - (3) The County's access control policies can be rendered with the no-code, attribute-based authorization approach described. No more than 3 user side attributes (or control groups) may be used to define access control policies. Data subject area names and program names are anticipated to be used as the access controlling attributes on the data side. The County's Consent policies are convergent with our Consent model as described. The existing policy matrix configurations will be updated to address requirements for MHD and TAY Cohort in coordination with County.
 - (4) IBM's ability to provide the security artifacts and services are dependent on the Sonoma PHS allocating the hours required within the schedule for IBM to provide and perform the specified artifacts and services.
 - (5) The only access points to ACCESS Sonoma County from the public Internet (i.e. from outside the County network), are
 - (a) the Watson Care Manager applications which are authenticated through PHS IT Team's SSO, and
 - (b) the Connect360 API endpoint. Requests to Connect360 APIs will (i) Originate from a whitelisted IP address range, (ii) obtain an Oauth token by including a shared secret.
 - (6) No transfer of data from within the ACCESS Sonoma County environment to the public Internet will be allowed. The Connect360 application will only initiate outbound transactions necessitated by an ACCESS Sonoma County Use Case, to a whitelisted IP address range. Other than these, no outbound transactions are allowed.

- (7) Security of data on County equipment, including data saved from ACCESS Sonoma County onto County computers or devices, is the Sonoma PHS IT Team's responsibility.
- w. IBM will inform the Sonoma PHS IT Team if and when a County design decision negatively impacts the system's security posture. If the PHS IT Team persists with the decision, IBM will not be held responsible for data breaches that may ensue as a result of the County's decision.
- x. Major version upgrades are not included in Hypercare and can be addressed via the project change control procedure. Additional Value-Added M&O services or staff may be added through the Project Change Control Procedure.
- y. No Service Level Agreements (SLAs), penalties, liquidated damages are included in this amendment.

3. Resources and Hours of Coverage

- a. Services may be performed both at the Client's work location and remotely.
- b. IBM may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of products and services.
- c. IBM will provide the Services under this Addendum during normal business hours, *{e.g., 8:00 AM to 5:00 PM pst Time, Monday through Friday}*, except national and IBM holidays. If necessary, Client will provide after-hours access to Client facilities to IBM personnel. Client may incur a charge for Services provided outside of normal business hours. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

4. Governance

IBM and Client will meet as agreed on a regular scheduled basis to review project performance, and to share planning information. IBM will schedule and conduct required review meetings and inform Client of required attendees.

The following review meetings will be held:

4.1 Monthly Project Status Review

IBM and Client will review and address:

- a. prior period performance, outstanding agreed to issues, backlog, risks or items needing special attention / escalation for resolution;
- b. actions that were a carry-over from a prior meeting;
- c. status of the transition/implementation process (if applicable);
- d. outstanding problems/ agreed to issues;
- e. key changes scheduled for the next 30/ 60/ 90 days;
- f. next steps associated with the Service Levels and business/technical agreed to issues; and
- g. upcoming scheduled events.

5. IBM Responsibilities

5.1 Project Management

An IBM Project Manager will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services, and will:

- a. Review the Addendum (including associated documents, and the contractual responsibilities of both parties with the Client Project Manager;
- b. Establish and maintain project communications through the Client Project Manager;
- c. Prepare and maintain the IBM Project Plan which lists the activities, tasks, assignments, milestones and estimates for the performance of this Addendum;
- d. Measure, track and evaluate progress against the project plan, and help resolve deviations with the Client Project Manager;
- e. Review the IBM standard invoice format and billing procedure to be used on the project, with the Client Project Manager;
- f. Work with the Client Project Manager to address and resolve deviations from the IBM Project Plan;
- g. Conduct regularly scheduled project status meetings with the Client's project team;
- h. Prepare and submit status reports to the Client Project Manager;

- i. Administer the Project Change Control Procedure with the Client Project Manager; and
- j. Coordinate and manage the technical activities of IBM project personnel.

6. Phase 6

Phase 6 will include the following activities.

6.1 Project Kickoff

IBM will facilitate a project kickoff meeting for up to two (2) hours and with up to five (5) Client-selected participants, on a mutually agreed date and time.

IBM will:

- a. Review Project and ACCESS Sonoma County objectives;
- b. review scope and project governance;
- c. discuss project team roles and responsibilities;
- d. discuss project timelines;
- e. discuss project assumptions and risks; and
- f. discuss keys to user adoption and success.

Completion Criteria:

IBM has conducted the kickoff meeting.

Deliverables:

- Project Kickoff Presentation Report

Client agrees to per the Project Plan:

- a. See that appropriate client stakeholders are present for Kickoff meeting.

6.2 Monthly Status Report

IBM will produce a Monthly Status Report which will consist of information, such as:

- (1) A statement of activities performed during the month,
- (2) Risks, agreed to issues and remediation efforts,
- (3) Financial summary, and
- (4) Upcoming activities planned for the next month.

Completion Criteria:

IBM has submitted the Monthly Status Report to the Client Project Manager.

Deliverables:

- Monthly Status Report

Client agrees to per the Project Plan:

- a. Review and address the Monthly Status Report.

6.3 Co-Create

In the Co-Create stage, IBM will:

- a. Conduct up to two, two-hour Discovery Workshops and document requirements;
- b. Create User Stories;
- c. Conduct design sessions;
- d. Create functional design document for Integration of 2-1-1, expanding the MHD Cohort, and creating and integrating the new TAY Cohort.

Completion Criteria:

IBM has submitted the Functional Design Document to the Client Project Manager.

Deliverables:

- Functional Design Document

Client agrees to per the Project Plan:

- a. Complete assigned tasks
- b. Attend meetings and provide decisions; and
- c. Review and Accept deliverables per the Deliverable Acceptance Procedure.

6.4 Co-Execute

The Co-Execute stage will include the following:

- a. Configure parameters of the user interface for the use model identified in the Use Cases;
- b. Install and integrate the new TAY cohort into ACCESS Sonoma;
- c. Update the MHD cohort to include the updated Use Cases;
- d. Provide System Integration Testing (SIT) (maximum of 3 iterations) for cohorts in ACCESS Sonoma portals;
- e. Create Architectural Overview depicting integration of 2-1-1 as a new source system
- f. Perform Data Migration Activities for the Connect360 Integrated Data Hub
 - (1) Perform data provisioning for non-Production (Initial and incremental load) (Environment: UAT) to Extract data from County staging, one or more source systems at a time, and transform and load into the ACCESS Sonoma County UAT environment.
 - (a) IBM will provide an automated process, and will execute this process, to extract data from County Source Systems listed above.
 - (b) IBM will publish the data dictionary and schemas, so the parties involved have a shared understanding of the load target. The data dictionary and schemas are arranged by subject areas.
 - (c) At the conclusion of the automated process, IBM will provide a load metrics and data quality report. The report will include the number of records received, processed successfully, processed with exceptions, and errored. Exception and error details will be written to database tables for review and action by IBM and/or the County.
 - (d) IBM will provide an automated process, and will execute this process, to extract incremental data (since a previous load). The payload for the incremental data will be the same as the initial load.
 - (2) IBM will perform data provisioning for Production (Initial and incremental load) (Environment: PROD) Extract data one or more source systems at a time and transform and load into the ACCESS Sonoma County PROD environment.
 - (a) IBM will provide an automated process, and will execute this process, to extract data from the from County Source Systems listed above and send to the ACCESS Sonoma County PROD environments in MSFT Azure USGOV.
 - (b) The incremental process will be initiated for one source system at a time.
 - (c) IBM will provide an automated process, and will execute this process, to extract incremental data (since a previous load) and send to the access SONOMA COUNTY PROD environment in MSFT Azure USGOV. The payload for the incremental data will be the same as the initial load.

Completion Criteria:

IBM has submitted the following deliverables to the Client Project Manager.

Deliverables:

- Architectural Overview Document
- Notification of Completion of the Installation and Integration

Client agrees to per the Project Plan:

- a. Complete assigned tasks.
- b. Attend meetings and provide decisions.
- c. Review and Accept deliverables per the Deliverable Acceptance Procedure.
- d. Appoint the Business and Technical SME to IBM representatives.
- e. Shall have a Data Sharing Agreement of Memorandum of Understanding with the participating source system.
- f. Make designated PHS or other Business and Technical SME available for meetings as required.

- g. Make PHS or other Business and Technical SME available for connection troubleshooting with the IBM Development Team (for testing, deployment, and setup purposes).
- h. Data cleansing and validation.

6.5 Co-Operate

The Co-Operate stage will include the following activities:

- a. Provide user access to the ACCESS Harris County Portals through MS Azure Active Directory user accounts and Single Sign-On for IBM Community Health and Watson Care Manager assuming County has available technical resources to assist
- b. Provide 10 business days of Hypercare following Go-Live.
- c. Provide Training guide per the Project Plan. This can include creation of the training materials and up to two (2) in-person instructor-led one (1) hour recorded classes, using Microsoft PowerPoint.
- d. Provide User Acceptance Test Plan Template per the Project Plan
- e. Support County's User Acceptance Testing (maximum of 3 iterations) per the Project Plan
- f. Track and Resolve User Acceptance Testing Agreed upon Issues
- g. Document Go Live activities
- h. Create ACCESS Harris County Phase 6 Go-Live Checklist
- i. Prepare the ACCESS Harris County Portals for Go Live in Production.
- j. Perform Go Live activities, monitor the usage of, and provide Hypercare of the ACCESS Harris County User Portal as described above in Key Assumptions for 10 business days.

Completion Criteria:

IBM has submitted the following deliverables to the Client Project Manager.

Deliverables:

- ACCESS Harris County Phase 6 Go-Live Checklist
- User Acceptance Test Plan Template
- Training Guides

Client agrees to per the Project Plan:

- a. Complete assigned tasks
- b. Attend meetings and provide decisions, as required
- c. Coordinate, Schedule and attend Training sessions
- d. Review and Accept deliverables per the Deliverable Acceptance Procedure herein.
- e. Lead and execute User Acceptance Testing
- f. Lead, execute and be responsible for all Organizational Change Management and including communication and adoption
- g. Attend Go Live Go/No Go meeting and provide a decision at that time.

7. Client Responsibilities

IBM's performance is dependent upon Client's fulfillment of its responsibilities at no charge to IBM. Any delay or idle time in the performance of Client's responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Project Change Control Procedure.

7.1 Client Project Manager

Prior to the start of this project, Client will designate a Client Project Manager to whom communications relative to this project will be addressed and who will have the authority to act on behalf of Client in matters regarding this Addendum. The Client Project Manager's responsibilities include the following:

- a. Manage Client and / or third party personnel and responsibilities for this project;
- b. Serve as the interface between IBM and Client and / or third party departments participating in the project;
- c. Administer the Project Change Control Procedure with the IBM Project Manager;
- d. Participate in project meetings;

- e. Obtain and provide information, data, and decisions within three (3) working days of IBM's request unless Client and IBM agree in writing to a different response time;
- f. Review and accept deliverables submitted by IBM in accordance with the Deliverable Acceptance Procedure;
- g. Help resolve project agreed to issues and Client's deviations from the estimated schedule, and escalate agreed to issues within Client's organization, as necessary; and
- h. Review with the IBM Project Manager Client invoice/billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may affect the price and be managed through the Project Change Control Procedure.

7.2 Other Client Responsibilities

Client will per the Project Plan:

- a. if required, provide safe access, suitable office space, supplies, high-speed connectivity to the Internet, and other facilities needed by IBM personnel while working at the Client's location. The IBM project team will be located in an area adjacent to the Client's project personnel, and necessary security badges and clearance will be provided for access to this area;
- b. have Client staff available to provide assistance as IBM reasonably requires and give IBM reasonable access to Client senior management, as well as any members of its staff to enable IBM to provide the Services. Client will provide staff that has the appropriate skills and experience. If any Client staff fails to perform as required, Client will make suitable additional or alternative staff available;
- c. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;
- d. have appropriate agreements in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services;
- e. participate in joint promotion initiatives with IBM which includes public use of the Client's name/logo alongside IBM in internal and external marketing materials including advertising such as print, TV and social media;
- f. if making available to IBM any facilities, software, hardware or other resources connected with IBM's performance of Services, obtain at no cost to IBM, any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse IBM for any reasonable expenses that IBM may incur from Client's failure to obtain these licenses or approvals;
- g. consent and will obtain any necessary consents for IBM and its affiliates, and their contractors and subprocessors, in connection with the performance of this Addendum wherever they do business, to store and otherwise process business contact information (BCI) of Client, its personnel and authorized users, for example name, business telephone, address, email and user IDs for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent;
- h. pursuant to any applicable export compliance laws and regulations, Client confirms they will not provide or give access to source code or technology (e.g., specific technical information, including technical data, necessary for the development, design, production, or use of a product) that would restrict or otherwise prohibit IBM from using global resources to provide Cloud Services or other Services. Client will notify IBM and obtain written agreement prior to providing or enabling any such access; and
- i. agree that each Party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end-users. IBM may use personnel and resources in locations worldwide, including third-party contractors to support the delivery of IBM Products and Non-IBM Products. IBM may transfer Content, including personally identifiable information, across country borders. If any Content could

be subject to governmental regulation or may require security measures beyond those specified by IBM for Cloud Services or other Services, Client will not input, provide, or allow access to such Content unless specifically permitted in the terms of the relevant TD or unless IBM has otherwise first agreed in writing to implement additional security and other measures.

7.3 Open Source Software (OSS)

IBM may provide, or Client may require certain OSS for some of the deliverables provided under this Addendum. OSS that IBM may install, update, access or otherwise use for Client under this Addendum 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. Client is the licensee of OSS. IBM is not a licensee or licensor of such OSS, and performs the work described in this Addendum on Client's behalf. OSS selected for work under this Addendum will be listed in the software requirements documentation. OSS may have additional obligations; which IBM will communicate to Client if it applies to the Services under this Addendum.

8. Deliverables

The following deliverables are provided to Client as part of the Services.

Deliverables marked with an asterisk (*) are exempt from the Deliverable Acceptance Procedure and will be considered accepted by Client upon delivery to the Client Project Manager.

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Client of the identity and the appropriate designation of the deliverable.

- a. Project Plan Kick off Presentation
- b. Monthly Status Report *
- c. Functional Design Document
- d. Architectural Overview Document
- e. Notification of Completion of the Installation and Integration
- f. ACCESS Harris County Phase 6 Go-Live Checklist
- g. User Acceptance Test Plan Template
- h. Training Guides

8.2 Project Materials / Type I Materials

- a. Project Plan*

The Project Plan will document the activities and tasks required to complete the project as described in this Addendum. It will include:

- (1) estimated activities
- (2) estimated durations{describe content}.

The Project Plan will be submitted to Client Point of Contact within fifteen (15) days after the project kickoff.

- b. Functional Design Document

The Functional Design Document will consist of the following, as applicable:

- (1) a high-level description of the business processes and associated functionality;
- (2) high level description of workflows.

IBM will deliver one (1) copy of the Functional Design Document in MS Word format to Client's Point of Contact as part of the Go-Live activity.

Architectural Overview Document

The Architectural Overview Document will consist of the following, as applicable:

- (3) Overview of architectural design;
- (4) interface relationships and design.

IBM will deliver one (1) copy of the Architectural Overview Document in MS Word format to Client's Point of Contact as part of the Go-Live activity.

9. Completion Criteria

IBM will have fulfilled its obligations under this Addendum when one of the following first occurs:

- a. IBM completes the IBM Responsibilities including the provision of the deliverables; or,
- b. The end date has been reached and hasn't been extended via PCR; or,
- c. The project is Terminated per the Agreement.

10. Estimated Schedule

Services are estimated to start on April 1, 2023 and will be performed based on the estimated schedule below. The estimated end date for the Services is October 31, 2023

Both parties agree to make reasonable efforts to carry out their respective responsibilities to meet the following estimated schedule.

	1	2	3	4	5	6	7	
	Phase 6							
Month	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	
Stage	Co-Create	Co-Execute				Co-Operate		
Project Management	Kickoff	PMP			Oversite			
MHD Expansion	Discovery / Design Thinking / Functional Docs							
		Configure						
				SIT	UAT	Go Live		
TAY Development & Integration	Discovery / Design Thinking / Functional Docs							
		Configure						
				SIT	UAT	Go Live		
Integrate 2-1-1	Discovery / Design Thinking / Functional Docs							
		Configure						
				SIT	UAT	Go Live		
Infrastructure	Validate Existing Set up							
Training						Prepare Train the Trainer PPT Slide Presentation		
Go Live							Go Live	
Hypercare							Hypercare	

11. Charges

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the Addendum will be \$1,600,000.00. This fixed price is inclusive of travel and living expenses, other reasonable expenses incurred in connection with the Services, and applicable taxes.

IBM will invoice Client monthly for the Services performed in six equal monthly amounts of \$266,667 payable upon submittal of the Monthly Status Report deliverable to the County of Sonoma over the period of performance specified in the Estimated Schedule estimated to begin at the end of month 1, April 2023.

The fixed price for this project is based on a contiguous work schedule. It does not account for schedule delays during the performance of the Services. Any Client caused or required delay in the project schedule will be handled by the Project Change Control procedure and may result in an increase in charges and/or schedule. In such an event, IBM, at its option, may change the resources/skills assigned to the project.

Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM.

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, and customs or other duty, tax, levy, or fee imposed by any authorities resulting from Client's acquisitions under this Addendum, and any late payment fees.

Client will reimburse IBM for any increased tax and compliance costs incurred by IBM personnel or by IBM due to IBM personnel performing services in a country or state other than the one in which they are based.

By accepting this Agreement, Client agrees this order is firm and funding is approved and committed. Payment of charges as specified in the Agreement is not contingent upon issuance of a Purchase Order and will be made in accordance with the terms of the Agreement.

Purchase orders will be provided to IBM for charges as described in the "Charges" section and are due prior to the performance of the Services. In the event that purchase orders are not received in a timely manner, IBM may 1) suspend the provision of Services; and/or 2) terminate this Addendum for convenience.

12. Additional Terms

12.1 Termination

Either party may terminate this Addendum by giving the other party not less than 30 days written notice. Upon termination, Client will pay the following amounts to IBM:

- a. the charges for Services IBM provides and Products IBM delivers through termination, and all deliverables IBM has prepared through termination, whether or not completed or delivered; and
- b. all costs and expenses IBM incurs in terminating the Services.
- c. {the adjustment charges specified in the Charges section.}

For fixed price charges associated with deliverables or milestones that are partially prepared or completed, the charges for these deliverables or milestones will be determined by IBM based on (i) a prorated amount calculated as the total charges for the preparation or completion of such deliverables or milestones as set forth in the Addendum, multiplied by the percentage of the period designated in the Addendum for the preparation or completion of such deliverables or milestones that has expired as of the termination date. Client-Directed Suppliers

If Client explicitly requests that IBM use a specific subcontractor or supplier of products or services for a portion of the Services described in this Addendum, 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, price, resources, or other terms of this Addendum. IBM will have no obligation to perform an independent assessment, nor makes a representation as to the qualifications or charging practices of such subcontractor or supplier.

12.2 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 Addendum, 2) are not needed for Client to receive the benefit of the Services described in this Addendum, and 3) remain the property of IBM. If an IBM Tool(s) installed at Client's location, IBM will remove the IBM Tools upon completion of the project.

12.3 Information Security and Data Protection

Client 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 of Sonoma contains GDPR data, IBM will immediately delete/destroy such data and will notify the County of Sonoma. IBM will not be responsible for any data breach related to that data.

12.4 COVID-19


The parties acknowledge and agree that a pandemic health event, such as 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 any such health event 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.

13. Signature Acceptance

This Addendum and the Agreement are the complete agreement between Client and IBM regarding Services and replace prior oral or written communications between us. Accordingly, in entering into this Addendum, neither party is relying upon representation that is not specified in this Addendum including without limitation, representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide Service; 2) the experiences of other customers; or 3) results or savings Client may achieve.

Both parties accept the terms of this Addendum by signing this Addendum (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Reproduction of this Addendum made by reliable means is considered an original. If there is a conflict between the terms of this Addendum and the Agreement, the terms of the Addendum will govern.

IBM agrees to provide the Services provided Client accepts this Addendum, without modification, by signing in the space provided below on or before **March 24, 2023**

Agreed to: County of Sonoma ("Client")	Agreed to: International Business Machines Corporation ("IBM")
By _____ Authorized signature	By  Authorized signature
Title:	Title: Associate Partner
Name (type or print):	Name (type or print): Charles Schneider
Date:	Date: March 24, 2023
Customer number: 8245812	Referenced Agreement name/number/date: NCPA Administration Agreement / December 7, 2016
Project Name: ACCESS SONOMA`	Addendum number: 6
Client address:	IBM address: 1 New Orchard Road Armonk, New York 10504-1722 United States

Once signed, please return a copy of this document to the IBM address shown above.

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both Project Managers will review the PCR agree, in writing, to implement it, recommend it for further investigation, or reject it. IBM will specify charges for such investigation.

A - 2: Deliverable Acceptance Procedure

- a. Within five (5) business days of receipt, the Client Project Manager will either accept the deliverable or provide IBM with a written list of requested revisions; otherwise, the deliverable will be deemed accepted.
- b. The revisions recommended by Client and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.
- c. The revisions recommended by Client and not agreed to by IBM will be managed through the Project Change Control Procedure.

A - 3: Escalation Procedure

Client and IBM will meet to resolve agreed to issues relating to the Services:

- a. If an issue is not resolved within three (3) business days, the Client's executive sponsor will meet with IBM's Delivery Executive to resolve the issue.
- b. If the issue is resolved, the resolution will be addressed through the Project Change Control Procedure.
- c. While an issue is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution. Client agrees to pay invoices per this Addendum.

Appendix C: Information Security Roles and Responsibilities Table

Personal Information (“PI”) is information relating to an identified or identifiable individual.

Sensitive Personal Information (“SPI”) refers to information that is considered "sensitive" due to the risks that such information could be misused to significantly harm an individual in a financial, employment or social way.

Business Sensitive Information (“BSI”) refers to information protected by a client or other company as important to their business, the improper exposure or use of which could harm them.

IBM and Client will perform the responsibilities shown below in the Information Security Roles and Responsibilities table as applicable to the services being provided in the Addendum per their respective scope of responsibility.

Control Area	INFORMATION SECURITY ROLES AND RESPONSIBILITIES	IBM	Client
1	Security Policy		
a	Determine appropriate information security policy requirements based on business objectives, assessment of risk, and interpretation of legal, regulatory and contractual obligations <ul style="list-style-type: none"> ● Validate that the workstation and application security controls meet documented Client requirements driven by security policy and risk acceptance. ● Identify security requirements for new applications. ● Request exceptions to the base Roles and Responsibilities as defined in this table, as needed. 		R
b	Notify IBM if Client information security requirements change through Project Change Control Procedure, as defined by the Addendum so that parties may assess if and how to implement, including impact to price, scope or schedule.		R
c	Review the Roles and Responsibilities as defined by this table during a contractual change in scope to the engagement.		R
d	Review the Roles and Responsibilities as defined by this table with Client, during a contractual change in scope to the engagement.	R	
e	Respond to exception or Project Change Requests from Client and help determine if such requests result in additional or modified Services or changes to information security Roles and Responsibilities, which will be managed through the Project Change Control Procedure as defined by the Addendum.	R	
2	Organization of Information Security		
a	Designate a knowledgeable Client focal point for information security-related activities .		R
b	Provide contact information for the primary contact and for an authorized secondary contact.		R
c	Coordinate information security activities with third parties other than those contracted by IBM.		R
d	Designate a knowledgeable IBM focal point for information security-related activities including: <ul style="list-style-type: none"> ● Interfacing with the Client focal point on security requirements. ● Implementation of security requirements for which IBM is responsible in accordance with the negotiated and agreed to Roles and Responsibilities (as defined by this table). 	R	
e	Provide contact information for the primary contact and for an authorized secondary contact.	R	
f	Coordinate security activities with third parties contracted by IBM (as defined by this table).	R	
3	Asset Management		
a	Be responsible for its information assets, including software, physical assets, and services.		R
b	Identify and communicate to IBM Client data designated as confidential, business-sensitive information (BSI), personal information (PI), and sensitive personal information (SPI) to which IBM will have access.		R
c	Provide data for testing that does not contain PI/SPI/BSI.		R
d	Be responsible for identifying, providing and funding the appropriate information security controls and communicating relevant requirements to IBM for: <ul style="list-style-type: none"> ● Data transmitted via public telecommunications facilities or services. ● Transport of confidential information, personal information, sensitive personal information and business sensitive information (e.g., encryption, transport over secure lines); and ● Storing of confidential information, personal information, sensitive personal information and business. sensitive information (e.g., encryption of data on portable media or other special handling or treatment). ● Printing of Client information. ● Data discard or destruction requirements. 		R
e	Follow approved Project Change Control Procedure (defined in the IBM Consulting Addendum) for security related changes.	R	
f	Handle information identified by the Client as confidential, business sensitive, personal and sensitive personal in accordance with the following controls: <ul style="list-style-type: none"> ● On applications, protect Client data by access controls as specified under IBM Responsibilities, in Area 6, ‘Access Control’. 	R	

	<ul style="list-style-type: none"> Client data on portable storage media is not allowed unless explicitly allowed in this Addendum. When information is printed at IBM locations, keep printed information identified by Client as confidential, business sensitive, personal and sensitive personal in a locked container or physically controlled area. Only use information for the purposes of providing services in this Addendum. Only share information with authorized parties as allowed in this Addendum. 		
4	Human Resources Security		
a	Address information security in the hiring, termination and personnel management processes for Client personnel.		R
b	Provide security awareness training to Client personnel and other network or system users authorized by Client.		R
c	Identify and provide to IBM Client-specific personnel requirements such as background checks or others applicable by law.		R
d	Identify and provide to IBM Client-specific security training required for IBM personnel.		R
e	Take appropriate management action if there is a misuse of authority by Client personnel.		R
f	Address Client security requirements in joining and leaving the project, and in personnel management processes for IBM personnel.	R	
g	Provide the current IBM security education package to IBM personnel joining the project.	R	
h	Address agreed-to personnel requirements as described in this Addendum.	R	
i	Take appropriate management action if there is a misuse of an IBM employee's granted authorizations.	R	
5	Physical and Environmental Security		
a	Secure work areas and restrict access from the general public at Client sites where IBM personnel will work		R
b	Identify and provide to IBM Client-specific information security requirements for printing, storing and transmitting Client information.		R
c	Define where IBM personnel will work: <ul style="list-style-type: none"> IBM locations or Client sites. Define remote or work at home options. 		R
d	Supply and manage secure workstation image(s) including endpoint protection software, firewall protection, and whole-disk encryption for workstations provided by Client to IBM personnel.		R
e	Respond to virus attacks and initiate corrective action on workstations provided by Client to IBM personnel.		R
f	Define requirements for return of assets and removal of access rights to Client physical assets upon IBM personnel termination or change of employment.		R
g	Provide and manage physical security of IBM owned workstations.	R	
h	Perform workplace security inspections of IBM personnel at IBM sites and Client sites (related to execution of this Addendum) where IBM personnel will work from.	R	
i	Provide security for work areas and restrict access from the general public at IBM sites.	R	
j	Supply and install IBM endpoint protection software and upgrades for IBM supplied workstations.	R	
k	Respond to virus attacks and initiate corrective action on IBM supplied workstations.	R	
l	Install whole-disk encryption on IBM-supplied workstations.	R	
6	Access Control		
a	Authorize, administer and manage user IDs and passwords for Client managed applications, systems and subsystems.		R
b	Provide unique login IDs and passwords to IBM personnel for Client managed applications, systems and subsystems.		R
c	Define access control requirements and process and administer logical access for network infrastructure systems and devices under Client management.		R
d	Define access control requirements for Client applications, databases and other Client software on systems across all environments (development, test, production).		R
e	Define what constitutes privileged access and access control requirements for users with privileged access to Client applications, databases and other Client software on systems across all environments (development, test, production).		R
f	Administer revocation of access for Client managed applications, systems and subsystems as appropriate, based on validation activities and when requested by IBM.		R
g	Define revocation requirements for Client applications, databases and other Client software on systems across all environments (development, test, production).		R
h	Be responsible for revalidating the employment status and business need for access to Client applications and systems for Client personnel.		R
i	Be responsible for revalidating the business need for IBM personnel access to Client managed applications, systems and subsystems, periodically but at least every (12) months.		R
j	Be responsible for implementing access changes to Client managed applications, systems and subsystems based on input from IBM employment validation activities for IBM personnel.		R

k	Revalidate the list of privileges associated with User IDs assigned to IBM personnel with access to Client managed applications, systems and subsystems, periodically but at least every {12} months.		R
l	If Shared IDs are applicable to this scope of work, revalidate shared IDs assigned to IBM with access to Client applications, databases and other Client software on systems across all environments (development, test, production), periodically but at least every {6} months.		R
m	Validate User ID baseline inventory and share results of updates made to User IDs used by IBM staff <ul style="list-style-type: none"> Retain evidence of completion for two revalidation cycles. 		R
n	Define data protection technique requirements to be used to access Client applications, databases and other Client software on systems across all environments (development, test, production), such as data masking and encryption, and supply tools to meet requirements.		R
o	Define requirements for secure disposal of Client information from workstations or storage media.		R
p	Define criteria for IBM personnel termination of access rights to Client's logical assets upon conclusion of assignment or change of employment.		R
q	If Privileged IDs are applicable to this scope of work , log and monitor activities of IBM privileged users with access to Client managed applications and systems; provide the monitoring results to IBM.		R
r	If Shared IDs are applicable to this scope of work , provide initial (one time) acknowledgment for shared ID's that will be used by IBM personnel.		R
s	Submit request to revoke access to Client systems, applications, databases and other Client software when IBM personnel no longer require access.	R	
t	Respond to revalidation of employment status, business need and access privileges to Client systems, applications, databases, other Client software assigned to IBM personnel. Submit or notify Client of access changes needed as a result of revalidation activities.	R	
u	If Shared IDs are applicable to this scope of work , provide, respond to revalidation of shared IDs to Client systems, applications, databases, other Client software assigned to IBM personnel Retain evidence of completion for two revalidation cycles Submit or notify of access changes needed as a result of revalidation activities.	R	
v	Perform a baseline inventory of User IDs to Client systems, applications, databases, other Client software assigned to IBM personnel and communicate User ID baseline inventory to Client for validation.	R	
w	Adhere to Client data protection technique requirements using tools provided by Client.	R	
x	If Privileged IDs are applicable to this scope of work , provide, provide follow-up for agreed to issues identified via monitoring of IBM privileged User IDs when alerted by Client.	R	
y	Dispose of Client data within IBM's control based on Client's classification and direction. If Client has not provided data disposal direction, then data will be disposed of in a manner consistent with IBM internal practices for IBM confidential information.	R	
7	Information Security Incident Management		
a	Provide a 24/7 contact plan for reporting security incidents <ul style="list-style-type: none"> Inform IBM of application and information security incidents involving IBM personnel. Provide a Client security incident coordinator. Make decisions on actions to resolve security incidents involving Client network, systems, personnel or data, including, if appropriate, collection of evidence. Interface, as needed, with external entities such as law enforcement, legal or regulatory agencies. 		R
b	Assist Client in initial security incident evaluation for security incidents involving IBM personnel that are reported by Client as part of security incident management.	R	
8	Compliance		
a	Identify and interpret legal, regulatory or contractual security requirements that are applicable to its business and inform IBM of additional or changed requirements (for example data export or transfer restrictions and privacy laws).		R
b	Provide support for application assessments including Client audit activities, issue management services and closure of agreed to issues after audit (closure of issues impacting price, schedule, quality may require that the Project Change Control Procedure be followed)	R	
9	Separation of Duties		
a	Perform application separation of duties analysis and conflict resolution.		R
b	Implement change management on the separation of duties analysis.		R
c	Perform an annual review of separation of duties analysis.		R
d	Authorize code promotions, data changes and database changes to production.		R
e	Inform Client of IBM personnel role, responsibility, or access changes.	R	
10	Patch Management		
a	Perform patch management to maintain assets, systems, applications in the Client domain at an acceptable level, except to the extent IBM has accepted responsibility through the Addendum.		R
11	Security Configuration Management		

a	Perform security configuration for Client-owned and administered assets, as per Client process for implementing and maintaining security options, settings, control parameters, and logging		R
12	Secure Software Development / SPbD		
a	Perform security assessment and testing for software development (e.g Threat modeling, vulnerability scans, penetration testing, other)		R
13	IT Change Management		
a	Perform code promotion, or release, in the Client's production environments		R