

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.22
(ID # 27117)

MEETING DATE:

Tuesday, March 11, 2025

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND EXECUTIVE OFFICE

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND EXECUTIVE OFFICE: Approve the Riverside County Contract with Amazon Web Services, Inc. and Business Associate Addendum Agreement with Amazon Web Services, Inc., as the platform for cloud hosting of the County's Coordinated Care-System of Engagement without seeking competitive bid and Approve the Coordinated Care-System of Engagement Platform Design Agreement with Slalom, Inc., without seeking competitive bid for the period of March 24, 2025 to March 23, 2026, with the options to renew for two (2) additional one year periods for development of the RivCoONE Coordinated Care System for the Integrated Service Delivery initiative for the total aggregate amount of \$5,200,000, Amend Ordinance No. 440-9474 to add One (1) Position, and Approval of a Budget Adjustment, All Districts. [Total Cost: \$5,480,000; General Fund (Previously Approved) - 73%, General Fund Contingency - 27%] 4/5 Vote Required.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside County Contract with Amazon Web Services, Inc. and Business Associate Addendum Agreement with Amazon Web Services, Inc., as the platform for cloud hosting of the County's Coordinated Care-System of Engagement without seeking competitive bid, and authorize Chair of the Board to execute three copies of the same on behalf of the County;

Continued on page 2

ACTION: 4/5 Vote Required, Position Added, Policy

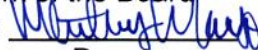

Jim Smith, Chief Information Officer 1/30/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 11, 2025
xc: RCIT, EO, H.R.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Coordinated Care-System of Engagement Platform Design Agreement with Slalom, Inc., without seeking competitive bids, for \$5,200,000 to provide architectural digital design and software development services for the RivCoOne Coordinated Care System for the period of March 24, 2025 to March 23, 2026, with the option to renew for two (2) additional one year periods, and authorize the Chair of the Board to execute three copies of the same on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the agreements, including modifications of the statement of work that stay within the intent of the agreements for Professional Service Agreement with Slalom, Inc.;
4. Authorize the Purchasing Agent to issue a purchase order to Slalom for goods/services pertaining to their respective agreement that do not exceed the Board approved amounts;
5. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9474 submitted herewith, which will add one (1) position, contingent on available funding for annual ongoing costs;
6. Approve and direct the Auditor-Controller to make the budget adjustments as shown on the Schedule A; and
7. Direct the Clerk of the Board to retain one (1) copy of each agreement and return two (2) copies of each to RCIT for distribution.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$ 5,480,000 | \$ 0 | \$ 5,480,000 | \$ 250,000 |
| NET COUNTY COST | \$ 5,480,000 | \$ 0 | \$ 5,480,000 | \$ 250,000 |
| SOURCE OF FUNDS: General Fund - 73%, General Fund Contingency - 27% | | | Budget Adjustment: Yes | |
| | | | For Fiscal Year: 24/25 – 27/28 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Information Technology (RCIT) and the Executive Office (EO) recommend that the Board approve agreements with Amazon Web Services (AWS) and Slalom, Inc. for the development and implementation of the single integrated data information hub to support the Comprehensive County Health and Human Services System and the RivCoONE Coordinated

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Care System in support of the Integrated Service Delivery (ISD) initiative and the addition of an ISD Executive Office Principal Policy Analyst.

On December 7, 2021 (Agenda No. 3.34), the Board adopted Resolution Number 2021-180 for the Initiation of the Development of an Integrated and Comprehensive County Health and Human Services System and Approval of a Coordinated Care Model. This initiative aims to incorporate the work, service provision, and data of multiple County departments and various community-based organizations into an integrated system aimed at serving vulnerable, high-need residents.

In the spring of 2023, the Office of Service Integration (OSI) launched the technology development phase of the County's overarching ISD and Coordinated Care Initiative (CCI). The project divided the technology strategy into three parallel development paths – a system of engagement that will serve as the public-facing point of entry, a system of insight that will provide performance insights and tracking of key performance indicators, and a system of integration consisting of the RivCoONE Coordinated Care System and "data hub" connecting sovereign data platforms if permissible from health and human services providers to provide a "360-degree" view of comprehensive service provision for residents and service providers.

The proposed project before the Board represents a Minimum Viable Product (MVP) approach that will address service coordination specifically for highly vulnerable homeless populations, including the elderly and disabled. This MVP will establish the core architecture for data sharing, if permissible across multiple departments, however, the initial building will focus on permissible data sharing between the Riverside University Healthcare System (RUHS), the Department of Public Social Services (DPSS), the Department of Housing and Workforce Solutions (HWS), and the Office on Aging (OOA). This MVP approach will provide an accelerated initial path to delivery while establishing the core technology components of a data lake, identity resolution, permissible data sharing across existing systems, the development of a common user interface, and providing an environment for data analytics and performance reporting. Cross-department coordination and permissible data sharing are necessary to improve clients' well-being and self-sufficiency outcomes and to operationalize and institutionalize a client-centered care delivery model for all services.

The initiative will result in an integrated coordinated care system and information hub to strengthen the service delivery system and address the needs of Riverside County residents who access County services. The goal is to develop holistic, effective, and efficient models of person-centered coordinated services among participating departments to improve residents' health, self-sufficiency, recovery, and well-being. The solution will provide guidelines regarding access to processing and sharing client data to increase operational efficiencies, leverage strategic partnerships, streamline application and case management processes, and develop a client-centered service delivery model.

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Working in partnership with OSI and participating ISD agencies, RCIT has completed a scope of work to begin developing the System of Integration that will serve as the data information hub described in Resolution Number 2021-180. The proposed solution will be built in compliance with RCIT and RUHS information security and compliance requirements and will allow for continued development, expansion, and optimization of the system over time.

The County initially earmarked \$4,000,000 in funding to begin the project. Upon creation of the Statement of Work, it has been determined that additional funding of \$1,200,000 is needed to complete the identified project scope. In addition, as part of the ISD initiative, RCIT worked in partnership with OSI, participating ISD agencies, and Esri to develop an application that facilitates the intake process and assists in determining other services that may be provided to residents. This requires additional funds of \$200,000 for support services from Esri, which will utilize the contract approved by the Board on September 10, 2024 (minute order 3.23). Lastly, funding of an administrative position (partial current fiscal year salary and benefits) of \$80,000 is requested to facilitate communication between the project team, executive stakeholders, and the Board of Supervisors. The ongoing cost for the position is \$250,000.

Section 10.9 of the Master Enterprise Agreement between Amazon Web Services, Inc. and County of Riverside provides for non-disclosure of terms that AWS has deemed proprietary and confidential, as reflected in the attached redacted version of the AWS Contract. The redacted version will be posted prior to the Board meeting, and the term of nondisclosure requires the County to notify AWS in the event of a Public Records Act request for documents.

Impact on Residents and Businesses

There is no negative impact on residents or businesses within the County of Riverside.

Additional Fiscal Information

The table below reflects the total costs per fiscal year. Additional compensation may be necessary to complete the stated scope of work by both vendors.

| Vendor | FY24/25 | FY25/26 | Total |
|---------------------------|---------------------|---------------------|---------------------|
| Slalom, Inc. | \$ 1,200,000 | \$ 4,000,000 | \$ 5,200,000 |
| Esri SMART System Support | \$ 200,000 | \$ 0 | \$ 200,000 |
| Total | \$ 1,400,000 | \$ 4,000,000 | \$ 5,400,000 |

| Position | FY 24/25 | Total |
|---|-----------------|--------------|
| Executive Office Principal Policy Analyst | \$ 80,000 | \$ 80,000 |

Contract History and Price Reasonableness

On June 15, 2023, County of Riverside Purchasing and Fleet Services, on behalf of RCIT, issued a Request for Information (RFI #ITARC-504) for the Data Integration Solution, with the purpose of seeking information from major technology providers capable of hosting the platform in various architectures. Responding vendor information was reviewed based on their market

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presence, credibility, and ability to deliver similar large-scale solutions. Based on this criteria, five vendors were invited to present to a committee comprised of representatives of participating Integrated Service Delivery (ISD) agencies, including the Department of Public Social Services (DPSS), Riverside University Healthcare System (RUHS), Office on Aging (OoA), Housing and Workforce Solutions (HWS), and RCIT. Those five vendors included Google, Microsoft, AWS, IBM, and Oracle. Based on the recommendations of the committee, AWS was identified as the primary platform.

After identifying AWS, AWS's Digital Transformation Team collaborated with RCIT and ISD representatives to define technical requirements and identify qualified infrastructure development partners. After reviewing multiple firms, two finalists, Ignyte and Slalom, were invited to present their proposed architecture. The committee recommended Slalom based on their relevant experience, pricing model, and delivery certainty. Slalom is a premier AWS development partner with expertise in data-sharing systems to deliver the core infrastructure, including data lake architecture and identity management.

Understanding that a department may not award through an RFI process, RCIT seeks to partner with AWS and Slalom via Single Source Justification.

ATTACHMENTS:

- A. Riverside County Contract with Amazon Web Services, Inc. No. CC TEC 00183079
2024 TR with AWS
- B. Business Associate Addendum Agreement with AWS
- C. Coordinated Care-System of Engagement Platform Design Agreement No. ITARC-
0001251 with Slalom
- D. Single Source Justification (SSJ) No. 25-122 for AWS
- E. Single Source Justification (SSJ) No. 25-123 for Slalom
- F. Resolution No. 440-9474
- G. Schedule A

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Brett Austin, Supervising Accountant 3/4/2025


Melissa Curtis, Deputy Director of Purchasing and Fleet 3/3/2025


Alonzo Barrera, Principal Management Analyst 3/5/2025


Sarah Franco, Assistant County Executive Officer 3/5/2025


Aaron Gettis, Chief of Deputy County Counsel 3/4/2025

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Riverside County Contract with Amazon Web Services, Inc.

This Riverside County Contract with Amazon Web Services, Inc. (this "**Agreement**") is entered into by the AWS Contracting Party that is specified on this cover page or added to this Agreement pursuant to Section 10.14 (collectively, "**AWS**") and the customer ("**Customer**") specified on this cover page.

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of this Agreement effective as of the last signature date below (the "**Effective Date**").

| | |
|--|---|
| <p>AWS Contracting Party:</p> <p>Amazon Web Services, Inc.</p> <p>By: <u>Steve Boyce</u></p> <p>Name: <u>Steve Boyce</u></p> <p>Title: <u>Authorized Signatory</u></p> <p>Signature Date: <u>January 28, 2025</u></p> <p>Address:</p> <p>410 Terry Avenue North, U.S.A. Seattle, WA 98109-5210 Attention: AWS General Counsel Fax: 206-266-7010</p> | <p>Customer Name: Riverside County</p> <p>By: <u>V. Manuel Perez</u></p> <p>Name: <u>V. MANUEL PEREZ</u></p> <p>Title: <u>CHAIR, BOARD OF SUPERVISORS</u></p> <p>Signature Date: <u>03/11/2025</u></p> <p>Address:</p> <p>3450 14th Street Suite 420 Riverside, CA 92501 Attention:</p> <p>ATTEST: KIMBERLY A. RECTOR, Clerk</p> <p>By: <u>Kimberly A. Rector</u> DEPUTY</p> |
|--|---|

FORM APPROVED COUNTY COUNSEL
BY: Paula S. Salcido 3/4/2025
PAULA S. SALCIDO DATE

MAR 11 2025 3.22



1. AWS Responsibilities.

1.1 General. AWS will permit Customer to access and use the Services in accordance with this Agreement.

1.2 AWS Security. AWS will comply with the Security Standards and will implement reasonable and appropriate measures for the AWS Network designed to help Customer secure Customer Content against accidental or unlawful loss, access, or disclosure. AWS can modify the Security Standards, as long as they will continue to provide at least the same overall level of security as is described in the Security Standards on the Effective Date.

1.3 AWS Information Security Program; Audits of Technical and Organizational Measures. As of the Effective Date, (a) the AWS management system is certified under ISO 27001, ISO 27017, ISO 27018, and ISO 9001 (the "ISO Standards"), (b) Amazon Web Services, Inc. is validated as a Level 1 compliant service provider under the Payment Card Industry Data Security Standard ("PCI DSS"), and (c) AWS engages external auditors to verify its security controls under an AWS System and Organization Controls 1, Type 2 Report, and an AWS System and Organization Controls 2, Type 2 Report (the "SOC Reports" and together with the ISO Standards and PCI DSS, the "Certification Standards"). AWS will maintain an information security program designed to provide at least the same level of protection as evidenced by the then-current certification or verification of controls under the Certification Standards, or, in each case, the successor industry standard certification or report or a reasonable alternative. Upon Customer's request, and provided that the parties have an applicable NDA or other contractual terms governing confidential information, AWS will provide Customer with documentation evidencing certification or verification of controls under the Certification Standards via the AWS Site (e.g., AWS Artifact) or other means and this documentation will be treated as Confidential Information of AWS under the NDA or other contractual terms governing confidential information.

1.4 Data Privacy. AWS will not access or use Customer Content except as necessary to maintain or provide the Services or to comply with law. Customer consents to the storage of Customer Content in, and movement of Customer Content into, the AWS region(s) Customer selects. AWS will not (a) disclose Customer Content to any government or third party, or (b) move Customer Content from the AWS region(s) selected by Customer, except in each case as necessary to comply with law. AWS will give Customer reasonable Notice of any legal requirement referred to in this Section 1.4, to enable Customer to seek a protective order or other appropriate remedy, unless such Notice is prohibited by law. AWS will only use Account Information in accordance with the Privacy Notice, and Customer consents to such usage. The Privacy Notice does not apply to Customer Content.

1.5 Notice of Changes to the Services. AWS can change or discontinue a Service or a material functionality of a Service. However, AWS will provide at least 12 months' prior Notice to Customer before discontinuing a Service (or a material functionality of a Service) that it makes generally available to its customers and that Customer is using. AWS will not be obligated to provide such Notice under this Section 1.5 if the discontinuation is necessary to (a) address an emergency, or risk of harm to the Services or AWS, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, or (c) comply with law, but should any of the preceding occur AWS will provide as much prior Notice as is reasonably practicable under the circumstances.

1.6 Notice of Changes to the Service Level Agreements. Service Level Agreements apply to certain Services. AWS will provide at least 90 days' prior Notice to Customer before materially reducing the benefits offered to Customer under any Service Level Agreement(s). Subject to the obligations in this Section 1.6, AWS can change, discontinue, or add Service Level Agreements.

2. Customer Responsibilities.

2.1 AWS Enterprise Accounts. This Agreement covers all AWS Enterprise Accounts and no other AWS accounts. Customer will not sell, disclose, transfer or sublicense its AWS log-in credentials or private key(s) for its AWS Enterprise Accounts to any entity or person, except that Customer is permitted to disclose such credentials and its private key(s) to its End Users who are agents, subcontractors, or Affiliates performing work on behalf of Customer. Except to the extent caused by AWS's breach of this Agreement, as between the parties, Customer is responsible for all activities that occur under its AWS Enterprise Accounts.

2.2 Customer Affiliates. Any Affiliate of Customer is permitted to use the Services (a) under this Agreement as an End User if it meets the definition of End User, (b) under its own AWS Enterprise Account(s) under the same terms as this Agreement by executing a separate short-form agreement with AWS (an "**Affiliate Addendum**"), or (c) by joining such Affiliate's AWS Enterprise Account(s) in an Organization for which Customer's AWS Enterprise Account is the Management Account for purposes of AWS Organizations (or any successor Service offered by AWS). If an Affiliate of Customer joins its AWS Enterprise Account(s) as described in Section 2.2(c) then (i) each such Affiliate (a "**Covered Affiliate**") will be deemed to have entered into a separate agreement with AWS under the same terms as this Agreement (other than Sections 2.2(b), 2.2(c), and 7.1(c)), and (ii) Customer represents and warrants that it has the full power and authority to legally bind each Covered Affiliate to the terms of such separate agreement. If any Covered Affiliate ceases to be an Affiliate of Customer, such separate agreement will terminate and any continued use of such Covered Affiliate's AWS accounts will be governed by the AWS Customer Agreement.

2.3 Customer's Security and Redundancy. Customer is responsible for properly configuring and using the Services in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, including the use of appropriate access controls to prevent unauthorized access to its AWS Enterprise Accounts and Customer Content, encryption technology to prevent unauthorized access to Customer Content, and an appropriate level of backup to prevent loss of Customer Content.

2.4 Customer Content. Customer is responsible for Customer Content and agrees that Customer Content will not violate any of the Policies. Customer is responsible for its End Users' use of Customer Content and the Services, and for their compliance with Customer's obligations under this Agreement.

3. Fees and Payment.

3.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Services each month. Except for any Disputed Amounts, Customer will pay AWS all invoiced amounts within 30 days of the date of the invoice without offset or withholding. For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute and any available supporting documentation, and the parties will meet (including by teleconference) within 30 days of the date of the Notice to address the dispute. This 30-day period can be extended if mutually agreed by the parties. AWS can increase or add new fees and charges for any existing Service with at least 60 days' prior Notice. Fees and charges for new features of an existing Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS can charge Customer interest at the rate of 1.5% per month (or the highest rate permitted by California law, whichever is less) on all late payments.

3.2 Taxes. All fees payable by Customer are exclusive of Indirect Taxes, except where applicable law requires otherwise. AWS can charge, and Customer will pay, applicable Indirect Taxes that AWS is legally obligated or authorized to collect from Customer. Customer will provide such information to AWS as is reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS can claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

4. Temporary Limitation of Access and Use Rights. If AWS reasonably determines that Customer's or an End User's use of the Services poses a security or liability risk, or a risk of harm, to the Services, AWS, its Affiliates, or any third party, AWS can temporarily limit Customer's or any End User's right to access or use the Services with as much Notice to Customer as is reasonably practicable under the circumstances. AWS will only limit Customer's right to access or use the instances, data, or portions of the Services that caused the risk, and will restore Customer's access and use rights promptly after the issue giving rise to the limitation has been resolved.

5. Term; Termination.

5.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated pursuant to Section 5.2. Any Notice of termination of this Agreement will include a Termination Date.

5.2 Termination.

(a) Termination for Convenience. Customer can terminate this Agreement for any reason, at any time, by providing Notice to AWS. AWS can terminate this Agreement for any reason by providing Customer at least two years' Notice.

(b) Termination for Cause. Either Customer or AWS can terminate this Agreement for cause if the other is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the breaching party. However, this 30-day Notice and cure period can be extended in an agreement signed by the parties. **(c) Notice of Termination.** Notice under this Section 5 must be provided by personal delivery, overnight courier or registered or certified mail in accordance with Section 10.10(a).

5.3 Effect of Termination.

(a) Generally. Upon the Termination Date (i) except as provided in Sections 5.3(a)(iv) and 5.3(b), all of Customer's rights under this Agreement immediately terminate, (ii) Customer remains responsible for all fees and charges Customer has incurred up to and including the Termination Date, (iii) Customer will immediately return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site), and (iv) Sections 2, 3, 4, 5.3, 6.1, 6.3, 6.4, 7, 8.3, 9, and 11 will continue to apply in accordance with their terms.

(b) Post-Termination Retrieval of Customer Content. During the 90 days following the Termination Date, AWS will not take action as a result of the termination to remove Customer Content from any open AWS Enterprise Account. In addition, during such period, AWS will allow Customer to retrieve Customer Content from the Services, unless (i) prohibited by law, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. The terms of this Agreement will apply to any use of the Services during this 90-day period and Customer will pay the applicable fees in accordance with Section 3. Customer will close all AWS Enterprise Accounts within this 90-day period. If Customer does not do so, any use of the Services after this 90-day period will be governed by the AWS Customer Agreement.

6. Proprietary Rights.

6.1 Customer Content. As between Customer and AWS, Customer or its licensors own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS does not obtain any rights under this Agreement from Customer or its licensors to Customer Content.

6.2 Intellectual Property License. The Intellectual Property License applies to the use of AWS Content and the Services.

6.3 Restrictions. Customer and its End Users will not use AWS Content or the Services in any manner or for any purpose other than as permitted by this Agreement. Neither Customer nor its End Users will, or will attempt to, (a) reverse engineer, disassemble, or decompile AWS Content or the Services or apply any other process or procedure to derive the source code of any software included in AWS Content or the Services, (b) access or use AWS Content or the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, except in connection with good faith cost and resource optimization, or (c) resell or sublicense AWS Content or the Services. Customer's use of the AWS Marks will comply with the Trademark Use Guidelines.

6.4 Suggestions. Customer is not required to provide Suggestions to AWS or its Affiliates. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates can use the Suggestions without restriction.

7. Third Party Claims.

7.1 Policies and End User Disputes; Affiliates. Customer will defend AWS, its Affiliates, and their respective employees, officers, and directors against any third party claim that arises from (a) a violation of the Policies by Customer or any End User, (b) any dispute between Customer and any End User, or (c) any breach by

Customer of the representation and warranty in Section 2.2(i). For all such third party claims, Customer will pay the amount of any adverse final judgment or settlement.

7.2 Intellectual Property.

(a) AWS will defend Customer, its Affiliates and their respective employees, officers, and directors against any third party claim alleging that any portion of the Services provided under this Agreement infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Customer will defend AWS, its Affiliates, and their respective employees, officers, and directors against any third party claim alleging that any Customer Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither AWS nor Customer will have obligations or liability under this Section 7.2 for infringement by any combination of any portion of the Services or Customer Content, as applicable, with any other product, service, software, data, content, or method (where the infringement would not have arisen but for such combination). AWS will not have obligations or liability arising from Customer's or any End User's use of the Services after AWS has notified Customer to discontinue such use. The remedies in this Section 7.2 are the sole and exclusive remedies under this Agreement for any third party claims alleging that any portion of the Services or Customer Content infringes or misappropriates third party intellectual property rights.

(d) For any claim covered by Section 7.2(a), AWS can, at its election, either (i) procure the rights to use the allegedly infringing portion of the Services, (ii) replace the allegedly infringing portion of the Services with a non-infringing alternative, (iii) modify the allegedly infringing portion of the Services to make it non-infringing, or (iv) cease providing the allegedly infringing portion of the Services.

7.3 Process. The obligations under this Section 7 will apply only if the party seeking defense or payment (a) gives the defending party prompt Notice of the claim, (b) permits the defending party to control the defense and settlement of the claim, and (c) reasonably cooperates with the defending party (at the defending party's expense) in the defense and settlement of the claim. The defending party will not agree to any settlement of any such claim that involves any commitment, other than the payment of money, without the written consent of the other party.

8. Warranties and Warranty Disclaimers.

8.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.

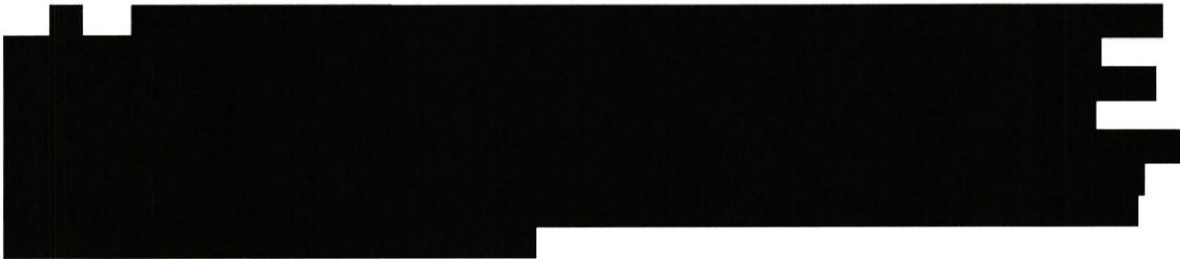
8.2 Mutual Warranties. Customer and AWS each represents and warrants to the other that (a) it has full power and authority to enter into, and perform under, this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, (c) it will comply with all applicable laws in the performance of this Agreement (and, in the case of Customer, the use of the Services and AWS Content), and (d) its performance hereunder does not breach any other agreement to which it is bound.

8.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 AND SECTION 8.2, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES, AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES OR AWS CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE

OF TRADE, (C) THAT THE SERVICES OR AWS CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CUSTOMER CONTENT WILL BE SECURE OR NOT LOST OR DAMAGED.

9. Limitations of Liability.

9.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, NEITHER AWS NOR CUSTOMER, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, (B) THE VALUE OF CUSTOMER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICES OR AWS CONTENT (THIS DOES NOT LIMIT ANY SERVICE CREDITS UNDER SERVICE LEVEL AGREEMENTS).



10. Miscellaneous.

10.1 Assignment. AWS or Customer can assign or transfer this Agreement in full, or in part in relation to specific AWS Enterprise Accounts, in each case, without the approval of the non-assigning party (a) due to a merger, acquisition, or sale of all or substantially all of its assets, or (b) to any Affiliate. Any other assignment or transfer of this Agreement requires approval of the non-assigning party. Effective upon such assignment or transfer, and subject to the assignee/transferee's approval, the assignee/transferee is deemed substituted for the assignor/transferor as a party to this Agreement, and the assignor/transferor is fully released from all of its obligations and duties under this Agreement. For any assignment or transfer permitted by this Section 10.1, the parties will execute such further documents as may be necessary to effect such assignment or transfer. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

10.2 Counterparts; Facsimile. This Agreement can be executed by electronic signature or facsimile, and in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

10.3 Entire Agreement. This Agreement incorporates the Policies and the AWS Contracting Party Site and is the entire agreement between Customer and AWS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or oral, regarding the subject matter of this Agreement (and for all AWS Enterprise Accounts this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer). If any of Customer's AWS accounts do not meet the definition of an "AWS Enterprise Account," then those AWS accounts will be governed by the AWS Customer Agreement. None of the parties will be bound by any term that is not part of this Agreement, including terms in a request for bids or introduced through invoices or responses to invoices. If the terms of this document are inconsistent with the terms contained in any Policy or the AWS Contracting Party Site, the terms contained in this document will control, except that (a) the Service Terms will control over this document, and (b) the AWS Contracting Party Site will control over this document for determining the AWS Contracting Party associated with each AWS Enterprise Account. This document will not be modified unless in writing and signed by the parties to this Agreement.

10.4 Force Majeure. Except for payment obligations, neither AWS nor Customer will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or telecommunications failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.5 Governing Law; Venue. The laws of the State of California, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to this Agreement will only be adjudicated in a state or federal court covering in Riverside County, California. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, any party can seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property rights or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

10.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control.

10.7 Independent Contractors. AWS and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither AWS nor Customer, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

10.8 Language. All communications and Notices made or given pursuant to this Agreement will be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

10.9 Nondisclosure; Publicity. Except to the extent permitted by applicable law, neither AWS nor Customer will issue any press release or make any other public communication about this Agreement or Customer's use of the Services without the prior written consent of the other party. AWS and Customer agree that some portions of the Agreement, as agreed upon by the parties, are not publicly known and will not be disclosed by them except to extent that Customer must comply with the applicable law. The parties recognize that Customer is subject to the Brown Act, including Cal.Gov't Code §54957.5, which may require the Agreement to be posted publicly redacted to withhold provisions identified by AWS as exempt from disclosure. If Customer receives a request to disclose this Agreement under the California Public Records Act (Cal. Gov't Code § 7920.000 et seq.) or any successor statute, Customer's sole responsibility to AWS under this Section is to provide AWS with prior notice and reasonable opportunity for AWS to prevent disclosure, to the extent permitted under applicable law.

10.10 Notice.

(a) General. Except as otherwise set forth in Section 10.10(b), to give Notice under this Agreement, the notifying party will contact the other party by personal delivery, overnight courier or registered or certified mail. Notices to Customer will be addressed to the address listed on the cover page of this Agreement and Notices to AWS will be addressed to the address of the relevant AWS Contracting Parties listed on the AWS Contracting Party Site, or such other address a party subsequently provides in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) Electronic Notice. AWS can provide Notice to Customer (i) under Sections 1.5, 1.6, or 3.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, and (ii) under Section 4 or Attachment A by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account. Any Notices provided by posting on the AWS Site will be effective upon posting, and Notices provided by email will be effective when AWS sends the email communication.

10.11 No Third Party Beneficiaries. Except as set forth in Section 7, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.12 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party will be provided in a Notice to be effective.

10.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, then (a) the remaining portions of this Agreement will remain in full force and effect and (b) a term will be implied that gives effect to the intent of the portion of this Agreement that was held invalid or unenforceable. If it is not possible to imply that term, the invalid or unenforceable portion will be severed from this Agreement and the rest of the Agreement will remain in full force and effect.

10.14 Account Servicing; Addition of AWS Contracting Parties. The AWS Contracting Party for each AWS Enterprise Account is solely responsible for providing the Services and for all of AWS's obligations under this Agreement for each such AWS Enterprise Account. If the geographic location associated with an AWS Enterprise Account is set or changed to a location that corresponds to an entity on the AWS Contracting Party Site that is not yet a party to this Agreement, then unless AWS notifies Customer that such entity does not consent to the terms of this Agreement, such entity will be added to this Agreement as an AWS Contracting Party as of the date of the setting or change, without any further action required by the parties.

10.15 Business Associate Addendum. The Business Associate Addendum ("BAA") at Attachment C is incorporated under this Agreement and applies to the Services as defined by Section 1 of the BAA.

11. Definitions. As used in this Agreement, the terms below have the following definitions. Capitalized terms not defined below will have the meaning provided in the Service Terms.

"**Acceptable Use Policy**" means the then-current policy located at <https://aws.amazon.com/aup> (and any successor locations designated by AWS).

"**Account Information**" means information about Customer that Customer provides to AWS in the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with an AWS Enterprise Account.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with AWS or Customer, as applicable.

"**AWS Content**" means APIs, WSDLs, sample code, software libraries, command line tools, proofs of concept, templates, advice, information, programs (including credit programs), and any other Content made available by AWS and its Affiliates related to use of the Services or on the AWS Site and other related technology (including any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third Party Content.

"**AWS Contracting Party**" means each AWS entity specified on the cover page of this Agreement, and each entity identified on the AWS Contracting Party Site that is or becomes a party to this Agreement pursuant to Section 10.14 for one or more AWS Enterprise Accounts. The AWS Contracting Party for each AWS Enterprise Account is determined based on the geographic location associated with such AWS Enterprise Account.

"**AWS Contracting Party Site**" means the then-current website located at <https://aws.amazon.com/legal/aws-contracting-party> (and any successor locations designated by AWS).

"**AWS Customer Agreement**" means AWS's then-current standard user agreement located at <https://aws.amazon.com/agreement> (and any successor locations designated by AWS).

"**AWS Enterprise Account**" means any AWS account that (a) is listed on Attachment A, as that list may be updated from time to time as described in Attachment A, (b) is opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer), (c) includes Customer's full legal name in the "Company Name" field associated with the AWS account, and (d) is associated with a geographic location that corresponds to an AWS Contracting Party.

"**AWS Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS makes available to Customer under this Agreement.

"**AWS Network**" means the servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"AWS Site" means the then-current website located at <https://aws.amazon.com> (and any successor locations designated by AWS).

"Content" means software (including machine images), data, text, audio, video, or images.

"Customer Content" means Content that Customer or any End User transfers to AWS for processing, storage, or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"Disputed Amounts" means amounts disputed by Customer in good faith as billing errors.

"Documentation" means the then-current documentation for the Services located at <https://aws.amazon.com/documentation> (and any successor locations designated by AWS).

"End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) accesses or uses the Services under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under an AWS Enterprise Account.

"Indirect Taxes" means applicable taxes and duties, including VAT, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property License" means the then-current separate license terms that apply to Customer's access to and use of AWS Content and the Services located at <https://aws.amazon.com/legal/aws-ip-license-terms> (and any successor locations designated by AWS).

"NDA" means the most recent Mutual Nondisclosure Agreement between the parties or their respective Affiliates applicable to the relationship contemplated by this Agreement, if any.

"Notice" means any notice provided in accordance with Section 10.10.

"Policies" means the Acceptable Use Policy, Privacy Notice, and the Service Terms, as they may be updated by AWS from time to time.

"Privacy Notice" means the then-current privacy notice located at <https://aws.amazon.com/privacy> (and any successor locations designated by AWS).

"Security Standards" means the security standards attached to this Agreement as Attachment B.

"Service" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third Party Content.

"Service Level Agreement" means the then-current service level agreement that AWS offers for a particular Service and posts on the AWS Site at <https://aws.amazon.com/legal/service-level-agreements> (and any successor locations designated by AWS).

"Service Terms" means the then-current terms for particular Services located at <https://aws.amazon.com/serviceterms> (and any successor locations designated by AWS).

"Suggestions" means all suggested improvements to the Services or AWS Content that Customer provides to AWS.

"Term" means the term of this Agreement described in Section 5.1.

"Termination Date" means the effective date of termination provided in a Notice in accordance with Section 5.

"Third Party Content" means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

"Trademark Use Guidelines" means the then-current terms located at <http://aws.amazon.com/trademark-guidelines/> (and any successor locations designated by AWS).

Attachment A

AWS Account ID(s):

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The list above includes any Management Account or Member Accounts joined to such AWS accounts via AWS Organizations, as described in the Service Terms.



Upon Notice, AWS may replace the notification process or make available another means of adding and removing AWS accounts to the list above.



[illegible]

[illegible]

ATTACHMENT C

AWS BUSINESS ASSOCIATE ADDENDUM

THIS AWS BUSINESS ASSOCIATE ADDENDUM (this "Addendum") to the Contract by and between Riverside County ("you") and Amazon Web Services, Inc. (the "Agreement") is effective as of the last signature date below (the "Addendum Effective Date").

The parties hereby agree as follows:

1. Applicability and Definitions. This Addendum applies only to HIPAA Accounts. [REDACTED]

[REDACTED] Unless otherwise expressly defined in this Addendum, all capitalized terms in this Addendum will have the meanings set forth in the Agreement or in HIPAA. "HIPAA" means the Administrative Simplification Subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the 2009 Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations. "HIPAA Eligible Services" means only the Services listed at <https://aws.amazon.com/compliance/hipaa-eligible-services-reference> (and any successor or related locations designated by AWS), subject to any required security configurations applicable to such Services or functionality of such Services described at such location, as may be updated by AWS from time to time. [REDACTED]

[REDACTED] AWS will not be obligated to provide such notice under the prior sentence if the removal is necessary to (a) address an emergency, or risk of harm to the Services or AWS, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, or (c) comply with law, but should any of the preceding occur, AWS will provide as much prior notice as is reasonably practicable under the circumstances. Subject to the obligations in this Section 1, AWS can, in its sole discretion, add or remove Services or functionality of any of the Services to or from the HIPAA Eligible Services. "PHI" means "protected health information" as defined in 45 C.F.R. § 160.103 that is received by AWS from or on behalf of you and that is in a HIPAA Account.

2. Permitted and Required Uses and Disclosures.

2.1. Services. AWS may Use or Disclose PHI for or on behalf of you as specified in the Agreement.

2.2. Administration and Management of AWS. Subject to the terms of the Agreement, AWS may Use and Disclose PHI as necessary for the proper management and administration of AWS. Any Disclosures under this section will be made only if AWS obtains reasonable assurances from the recipient of the PHI that (a) the recipient will hold the PHI confidentially and will Use or Disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and (b) the recipient will notify AWS of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Obligations of AWS.

3.1. AWS Obligations Conditioned on Appropriate Configurations. For any of your accounts that are not HIPAA Accounts, AWS does not act as a business associate under HIPAA and will have no obligations under this Addendum.



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3.2. Limit on Uses and Disclosures. AWS will Use or Disclose PHI only as permitted by this Addendum or as required by law, provided that any such Use or Disclosure would not violate HIPAA if done by a Covered Entity, unless permitted under HIPAA for a Business Associate.

3.3. Safeguards. AWS will use reasonable and appropriate safeguards to prevent Use or Disclosure of the PHI other than as provided for by this Addendum, consistent with the requirements of Subpart C of 45 C.F.R. Part 164 (with respect to Electronic PHI) as determined by AWS and as reflected in the Agreement.

3.4. Reporting. For all reporting obligations under this Addendum, the parties acknowledge that, because AWS does not know the nature of PHI contained in any of your accounts, it will not be possible for AWS to provide information about the identities of the Individuals who may have been affected, or a description of the type of information that may have been subject to a Security Incident, Impermissible Use or Disclosure, or Breach.

3.4.1. Reporting of Impermissible Uses and Disclosures. AWS will report to you any Use or Disclosure of PHI not permitted or required by this Addendum of which AWS becomes aware.

3.4.2. Reporting of Security Incidents. AWS will report to you [REDACTED] successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System in a manner that risks the confidentiality, integrity, or availability of such information. Notice is hereby deemed provided, and no further notice will be provided, for unsuccessful attempts at such unauthorized access, use, disclosure, modification, or destruction, such as pings and other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, or interception of encrypted information where the key is not compromised, or any combination of the above.

3.4.3. Reporting of Breaches. AWS will report to you any Breach of your Unsecured PHI that AWS may discover to the extent required by 45 C.F.R. § 164.410. [REDACTED]

3.5. Subcontractors. AWS will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of AWS agree to restrictions and conditions at least as stringent as those found in this Addendum, and agree to implement reasonable and appropriate safeguards to protect PHI.

3.6. Access to PHI. AWS will make PHI in a Designated Record Set available to you so that you can comply with 45 C.F.R. § 164.524.

3.7. Amendment to PHI. AWS will make PHI in a Designated Record Set available to you for amendment and incorporate any amendments to the PHI, as may reasonably be requested by you in accordance with 45 C.F.R. § 164.526.

3.8. Accounting of Disclosures. AWS will make available to you [REDACTED]
[REDACTED]
[REDACTED] Because AWS cannot readily identify which Individuals are identified or what types of PHI are included in Content you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account or otherwise transfer, process, use or store in connection with your account ("Customer Content"), you will be solely responsible for identifying which Individuals, if any, may have been included in Customer Content that AWS has disclosed and for providing a brief description of the PHI disclosed.

3.9. Internal Records. AWS will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("HHS") for purposes of determining your compliance with HIPAA. Nothing in this section will waive any applicable privilege or protection, including with respect to trade secrets and confidential commercial information.

4. Your Obligations.

4.1. Identification of HIPAA Accounts. All of your accounts that you intend to be applicable to this Addendum that contain PHI are identified on Exhibit A to this Addendum.

4.2. Appropriate Use of HIPAA Accounts. You are responsible for implementing appropriate privacy and security safeguards in order to protect your PHI in compliance with HIPAA and this Addendum. Without limitation, you will (a) not include PHI in any Services that are not HIPAA Eligible Services, (b) utilize the highest level of audit logging in connection with your use of all HIPAA Eligible Services, and (c) maintain the maximum retention of logs in connection with your use of all HIPAA Eligible Services.

4.3. Appropriate Configurations. You are solely responsible for configuring, and will configure, all accounts identified under Section 4.1 of this Addendum, as follows:

4.4. Necessary Consents. You warrant that you have obtained any necessary authorizations, consents, and other permissions that may be required under applicable law prior to placing Customer Content, including without limitation PHI, on the AWS Network.

4.5. Compliance with HIPAA. You will not request or cause AWS to make a Use or Disclosure of PHI in a manner that does not comply with HIPAA or this Addendum.

5. Term and Termination

5.1. Term. The term of this Addendum will commence on the Addendum Effective Date and will remain in effect until the earlier of (a) the termination of the Agreement, or (b) the termination of this Addendum by either party as set forth in Section 5.2 below.

5.2. Termination. AWS has the right to terminate this Addendum for any reason

A material breach of this Addendum will be treated as a material breach of the Agreement

5.3. Effect of Termination. At termination of this Addendum, AWS, if feasible, will return or destroy all PHI that AWS still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Addendum to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible. The parties acknowledge that it is not feasible for AWS to destroy or return PHI upon termination of this Addendum.

6. No Agency Relationship. As set forth in the Agreement, nothing in this Addendum is intended to make either party an agent of the other. Nothing in this Addendum is intended to confer upon you the right or authority to control AWS's conduct in the course of AWS complying with the Agreement and Addendum.

7. Nondisclosure. Except to the extent permitted by applicable law, neither AWS nor Customer will issue any press release or make any other public communication about this BAA or Customer's use of the Services without the prior written consent of the other party. AWS and Customer agree that some portions of BAA, as agreed upon by the parties, are not publicly known and will not be disclosed by them except to extent that Customer must comply with the applicable law. The parties recognize that Customer is subject to the Brown Act, including Cal.Gov't Code § 54957.5, which may require the BAA to be posted publicly redacted to withhold provisions identified by AWS as exempt from disclosure. If Customer receives a request to disclose this BAA under the California Public Records Act (Cal. Gov't Code § 7920.000 et seq.) or any successor statute, Customer's sole responsibility to AWS under this Section is to provide AWS with prior notice and reasonable opportunity for AWS to prevent disclosure, to the extent permitted under applicable law.

8. Entire Agreement; Conflict. Except as amended by this Addendum, the Agreement will remain in full force and effect. This Addendum, together with the Agreement as amended by this Addendum: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to the subject matter hereof. If there is a conflict between the Agreement and this Addendum, this Addendum will prevail. If there is a conflict between this Addendum and any amendment to this Addendum, the document later in time will prevail.

9. Counterparts and Facsimile Delivery. This Addendum can be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties can sign and deliver this Addendum by electronic signature or facsimile.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Addendum Effective Date.

AMAZON WEB SERVICES, INC.:

By: Steve Boyce
 Name: Steve Boyce
 Title: Authorized Signatory
 Date signed: January 28, 2025

RIVERSIDE COUNTY:

By: V. Manuel Perez
 Name: V. MANUEL PEREZ
 Title: CHAIR, BOARD OF SUPERVISORS
 Date signed: 03/11/2025

[Signature Page to AWS Business Associate Addendum]

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By: Kimberly A. Rector
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: Paula S. Salcido 3-4-2025
 PAULA S. SALCIDO DATE



Exhibit A
AWS Accounts

| AWS Account ID(s): |
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This Addendum will cover the account(s) listed above. [REDACTED]

You represent and warrant that you have the full power and authority to agree to the terms of this Addendum for all accounts listed in this Exhibit A as may be updated as set forth herein.



COORDINATED CARE – SYSTEM OF ENGAGEMENT PLATFORM DESIGN AGREEMENT

between

COUNTY OF RIVERSIDE

and

SLALOM, INC.



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Exhibit A-Scope of Service

Attachment I-HIPAA Business Associate Attachment to the Agreement

This Agreement, made and entered into as of the date of last signature by both parties, by and between SLALOM, INC., a Delaware corporation, authorized to conduct business in the State of California (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and may collectively referred to as Parties or individually as Party. The parties agree as follows:

1. Description of Services: CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in therein, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective March 24, 2025 in effect through March 23, 2026, with the option to renew for two (2) additional one year periods, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of this Agreement. Maximum payments by COUNTY to CONTRACTOR shall not exceed FIVE MILLION TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$5,200,000.00), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services

or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within twenty-five (25) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY.

a) For this Agreement, e-mail the invoices to:

RCIT-AcctsPayable@rivco.org

b) Each invoice shall contain a minimum of the following information:

- invoice number and date;
- remittance address;
- bill-to and ship-to addresses of ordering department/division;
- Agreement number (PSA-ITARC-0001251);
- quantities;
- item descriptions,
- sales/use tax (if applicable) and an invoice total.
- Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on

the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

Notwithstanding the foregoing, CONTRACTOR retains ownership of its know-how, ideas, techniques, systems, models, templates, tools, generalized features of the structure, sequence and organization of software, user interfaces, screen designs and the like, and any enhancements made to the foregoing while performing Services (collectively, "Contractor Tools"). In consideration of the COUNTY's payment of fees pursuant to this Agreement, CONTRACTOR hereby grants the COUNTY a worldwide, perpetual, fully paid,

royalty-free, and non-exclusive right and license to use any Contractor Tool incorporated in and required for the County's use of the work product delivered hereunder.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and seek damages for any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has

performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be escalated to the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The foregoing shall not limit either party's rights or remedies available under applicable law. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

16.4 The COUNTY will use reasonable efforts to maintain the confidentiality of any proprietary information received from CONTRACTOR and will not use such proprietary information except to fulfill its obligations under this Agreement and applicable law. CONTRACTOR acknowledges and agrees that any obligation of the COUNTY to maintain the confidentiality of CONTRACTOR’s proprietary information is conditioned by and subject to the COUNTY’s obligations under applicable public records laws, which may require disclosure of proprietary information as a “public record” unless exempt under applicable law.

16.5 DATA PRIVACY. The CONTRACTOR will not access or use COUNTY content except as necessary to maintain or provide the Services or to comply with law.

16.6 NO OFFSHORE SUBCONTRACTING OF PHI. The Parties agree that COUNTY’S protected health information (PHI) will be stored, hosted, and accessed only within the United States of America (USA). The Parties shall not transmit COUNTY’S PHI out of the USA. Additionally, each Party will

ensure its respective employees, agents and/or subcontractors outside of the USA will not receive, process, transfer, handle, store or have access to COUNTY's PHI in oral, written or electronic form.

16.7 CONFIDENTIAL SOCIAL SERVICE INFORMATION. The Parties agree to take reasonable measures to protect the security of all COUNTY content and not to use or disclose any COUNTY content in a manner that would compromise the COUNTY's obligation under Section 10850 of California Welfare and Institutions Code to keep public social services records confidential.

16.8 Multidisciplinary Team (MDT) Cooperation. If required by applicable law, COUNTY reserves the right to designate CONTRACTOR staff as members of COUNTY MDT personnel team, for purposes of receiving and disclosing confidential information in connection with the provision of services to the County under this Professional Services Agreement. This Professional Services Agreement supports the COUNTY's efforts to develop interagency treatment and support strategies, ensure maximum coordination with existing community resources, ensure maximum access to services on behalf of the County of Riverside's residents; prevent, identify, assess, or treat illness, homelessness, abuse or neglect; and avoid duplication of efforts. CONTRACTOR shall cooperate with any requests by COUNTY related to the designation of CONTRACTOR staff as members of COUNTY MDT to ensure compliance with applicable law.

16.9 Elder and Dependent Multidisciplinary Team (MDT). CONTRACTOR shall limit access to confidential information to its staff who have a business purpose for and are trained and qualified to use such information. All CONTRACTOR staff who receive confidential information that is protected by Welfare and Institutions Code Section 15633 are deemed to be members of a multidisciplinary personnel team, as that term is defined in Welfare and Institutions Code Section 15610.55, for purposes of receiving and disclosing such information in connection with the provision of services to the COUNTY under this Agreement. The Parties acknowledge that CONTRACTOR is a service provider of the COUNTY and that the services it furnishes under this Agreement are relevant to the prevention, identification, or treatment of abuse of elderly or dependent persons. This Agreement supports the COUNTY's efforts to develop interagency treatment strategies, ensure maximum coordination with existing community resources, ensure maximum access on behalf of elders and dependent adults, and avoid duplication of efforts.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid, or upon delivery if sent electronically:

COUNTY OF RIVERSIDE

CONTRACTOR

Riverside County Information Technology

Slalom, Inc.

RCIT-ProcurementTeam@Rivco.org

legal@slalom.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected

and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, including but not limited to breach response costs, regulatory fines and penalties, and credit monitoring expenses asserted by a third party and related to the willful misconduct or negligent acts or omissions, or violation of applicable law of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and attached Business Associate Agreement, including but not limited to data breach, property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards and breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue for at least two (2) years following completion of the Services.

E. Insurance Requirements for IT Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance per-claim retention for each coverage required herein. If any such retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR will procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies

of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. CONTRACTOR will provide thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (10 days in the event of cancellation for nonpayment). In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 Transition - Upon expiration or termination of this Agreement for any reason, during the transition close-out period the CONTRACTOR agrees to:

- 1) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to COUNTY and the subsequent Contractor(s); and
- 2) Provide, in a timely manner, all file and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to COUNTY or the

new Contractor(s), upon termination or expiration of this Agreement for any reason;
and

- 3) Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to COUNTY.

23.9 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.10 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.11 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.12 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.13 This Agreement, including Business Associate Addendum, and additional attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.14 Limitations of Liability.

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF DATA OR GOODWILL, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

- B.** EACH PARTY'S RESPECTIVE LIABILITY ARISING OUT OF THE SERVICES PERFORMED UNDER A SOW, REGARDLESS OF THE DAMAGES THEORY, SHALL NOT EXCEED THE FEES STATED IN THIS AGREEMENT.
- C.** THE FOREGOING LIMITATIONS IN SECTION 23.14 (A) AND (B) SHALL NOT APPLY TO A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR LIMIT A PARTY'S INDEMNIFICATION OBLIGATION WITH RESPECT TO A THIRD-PARTY CLAIM.


23.15 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page to Follow]

Contract ID #ITARC-0001251


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

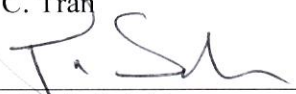
By: 
V. Manuel Perez
Chair of the Board of Supervisors

Dated: 03/11/2025

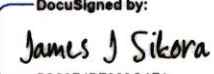
ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy


APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: 
Paula Salcido
Deputy County Counsel

SLALOM, Inc. a Delaware Corporation authorized to conduct business in California

DocuSigned by:

By: 5C00F4B7909C4F1...
Name: James J Sikora
~~Chief Executive Officer~~
General Manager

Dated: 2/28/2025

DocuSigned by:

By: 5C00F4B7909C4F1...
Name: James J Sikora
~~Chief Financial Officer~~
General Manager

Dated: 2/28/2025



STATEMENT OF WORK ("SOW")

| | | | |
|--------------------------|--|-----------------------------------|-----------------------|
| Services Agreement Title | <i>Professional Service Agreement for County of Riverside and Slalom</i> | Services Agreement Effective Date | <i>March 24, 2025</i> |
| Statement of Work Number | <i>1000</i> | SOW Effective Date | <i>March 24, 2025</i> |
| Project Name | <i>Coordinated Care – System of Engagement</i> | | |
| Client | <i>County of Riverside ("Client" or "RivCo")</i> | | |

This SOW dated as of the SOW Effective Date set forth above, is entered into by and made pursuant to the services agreement set forth above ("**Agreement**") between Client and Slalom, Inc., successor in interest to Slalom, LLC ("**Slalom**"). This SOW is subject to all the terms and conditions of the Agreement. All capitalized terms not defined in this SOW have the respective meanings set forth in the Agreement.

If the Agreement has expired or will expire prior to the completion of the Services or delivery of the Deliverables, the parties may exercise option to extend the term of such Agreement and agree that its provisions shall apply to the Services set forth in this SOW, including provisions that by their nature survive the completion of this SOW.

Table of Contents for this document:

- 1. DESCRIPTION OF WORK
- 2. DURATION OF WORK/SCHEDULE
- 3. PROJECT PERSONNEL
- 4. ACCELERATED ENGINEERING SOLUTIONS
- 5. FEES
- 6. CHANGE ORDER
- 7. RENEWAL TERM
- 8. SOW TERMINATION
- 9. COORDINATORS

1. DESCRIPTION OF WORK

1.1. Project Overview / Objectives

To enable Coordinated Care for individuals and families, Riverside County (RivCo) envisions the creation of an interagency platform that:

- Integrates permissible data from multiple systems creating a unified view of an individual/family
- Makes use of their data in assisting constituents in completion of their assessments, reducing unnecessary and/or duplicate data entry by the constituent
- Makes use of permissible data to assist caseworkers in the development of care plans and associated services referrals
- Supports centralized viewing, update, and creation of new care plans and referrals by authorized members of the care team, thereby reducing duplication of plans and services referrals
- Supports completion of referrals in the appropriate sovereign systems via closed loop integrations so that the unified view of coordinated care remains up to date and the Coordinated Care system can set/send re-evaluation alerts before services expire, as appropriate
- Provides a Constituent Portal, Case Management, Scheduling, and other functionality as described in Attachment 2: Requirements Workbook (*file name: Attachment 2.xlsx*). This platform will directly assist those most vulnerable by meeting their whole person needs in a more holistic efficient, coordinated, and user-friendly manner. This solution will serve as a foundation for other integrated services initiatives as the County expands access to additional populations, participating departments, non-profit organizations, cities, and other supporting entities, and other modalities including mobile

The project's key objectives are to:

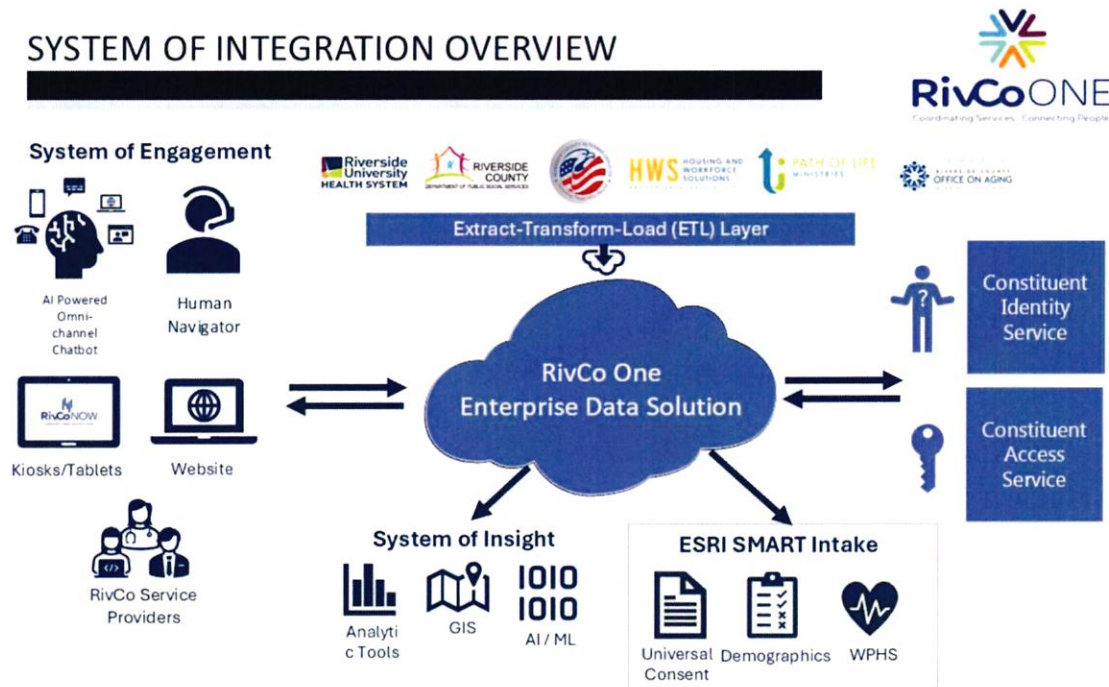
- Create a comprehensive Coordinated Care System that improves service delivery for vulnerable residents. The year one solution is being designed specifically to address the elderly and disabled, which limits the data and system integrations
- Improve information sharing and collaboration across agencies, Riverside University Health System (RUHS), and Riverside County service provider systems while maintaining data security and privacy
- Streamline eligibility determination and service provision across programs by pre-screening for eligibility in the Constituent Portal
- Create more efficient, user-friendly referrals
- Provide more holistic views of people's needs, referrals in-process, and services received
- Improve service delivery processes by centralizing up to date information, notifications and task management
- Assist in making Care Delivery more equitable by providing information on how Care Providers are distributed and who is receiving and not receiving services
- Permissible data is leveraged to improve resident and business outcomes, and for continuous process improvement

The solution, referred to as "System of Integration", in its entirety, will be a "system of systems" engineered to bridge the gaps in existing technology platforms and operational norms to ensure the accurate, timely, and secure sharing of permissible information between county agencies, RUHS, and service providers in Riverside County. The architecture will be built around an enterprise lakehouse environment that will serve as the repository and hub of information needed to identify service elements around verified constituent identities and present them in a variety of user experience/ user interface (UX/UI) formats based on the role and access conditions of the end user. The system will also provide data environments (data warehouses, reporting environments, etc.) for the use in providing detailed reporting, analysis, and performance tracking. We expect that the Year 1 solution will integrate with ESRI's START application.

A high-level view of the System of Integration is presented below. This overall solution has several functionality domains to be broadly owned by several RivCo partners (specified below). Over the course of the program and this engagement, the joint project team will together refine areas of responsibility.

- RivCo One - Enterprise Data Solution (responsible party: Slalom)
- System of Engagement (responsible party: Slalom)
- System of Insight (responsible party: ESRI)

SYSTEM OF INTEGRATION OVERVIEW



1.2. Nature of Engagement

The System of Integration program is a multi-year initiative with multiple partners, each assigned specific functionality. This statement of work is focused on the Enterprise Data Solution and the System of Engagement functionality for the first year of the multi-year initiative. The goal of the project is to complete a minimum viable project (MVP) implementation of the core components for the identified population (aged and disabled). RivCo anticipates learning from the deployment and needing to make adjustments to the MVP functionality to continue to improve both usability and efficacy.

Time and Materials: This is a time and materials engagement. Fees will be based on the hourly rates of the deployed Slalom resources. Slalom will increase resourcing as needed, and as agreed to with Riverside County, to ensure project success. While Slalom will endeavor to complete the in-scope objectives described in this SOW within the Estimated Fees described in Section 5.2 Slalom will work with RivCo product leadership to prioritize functionality in order to deliver as much of the high value and must-have features as capacity allows within year one. While it is expected by both RivCo and Slalom that continued refinement/enhancement of MVP functions and features will continue in year two, and it is possible that some MVP functions and features may have to be pushed to year two via the prioritization process; all parties believe that a MVP deployment that accomplishes the key objectives outlined above is possible with adherence to project timelines and discipline.

1.3. Scope, Activities and Deliverables

Scope

The following scope is representative of the activities and deliverables Slalom may perform within the 12-month fixed-capacity engagement. The implementation of features to be delivered for each release cycle will be mutually agreed upon and documented between Slalom and RivCo project leadership during the engagement based on priority, capacity, complexity and time to deliver.

Slalom's delivery effort will focus on MVP delivery of the following functionality:

1. Data and Application Environments
 - a. Set up prod and non-production environments (planned: Production, Staging, Test, Development)
 - b. Define and setup application specific networking within AWS environments
 - c. Setup the pipeline for continuous integration and delivery
 - d. Setup required database instance or other services needed by the application
 - e. UI Design and development
 - f. Setup Constituent Access Solution – may be through a third party (e.g., Okta, Ping, Login.gov)
2. Constituent Portal supporting:
 - a. User login/authentication (will call the Entity Resolution service)
 - b. Manage consent
 - c. Presentation of what is known about a constituent
 - d. View, update, search of permissible information by service applicants, service receivers, service providers, and case managers
 - e. Completion, submission, and viewing of Whole Person Health Scores (supports multiple assessments, viewable in chronological order and trending) [integrates with the initial program pilot for Intake and Eligibility, also referred to as the SMART intake and the Whole Person Health Score]
 - f. Completion and submission of surveys to track/support reporting on Customer Satisfaction and Quality of Services
 - g. Support for upload of required documents as images, docs, or PDFs, that includes scanning for malicious programs.
 - h. Viewing and maintenance of appointments
 - i. Viewing of case plan and referrals
 - j. Communications with the Care Team
 - k. Support Spanish during phase 1; will support additional languages to be defined in subsequent phases.
 - l. Responsive design for various devices
 - m. Americans with Disabilities Act (ADA) and accessibility compliant
3. Case Management
 - a. Waiting room/reception (kiosk or tablet)
 - b. Intake, assessment, and eligibility
 - c. Intelligent document processing (IDP) of documents submitted (document classification, verification, text extraction)
 - d. Presentation of 360 degree views of patient and family
 - e. Support development and approval of Coordinated Care Plans for both individuals and families based on information gathered (from Enterprise Data Platform) and submitted (integrated intake/WPHS+) and needs identified
 - f. Eligibility determination (high-level pre-qualification prior to developing a service plan and/or referrals)
 - g. Support for referral recommendations based on service plan, associated needs, and eligibility determination
 - h. Support for assignment, tasking, and tracking

- i. Case review functionality
 - j. Appointment scheduling and maintenance
 - k. Support for case assignment, re-assignment by supervisors and management, and re-assignment of caseloads when caseworkers leave employment
 - l. Support for caseworker, supervisor, and county-based case dashboarding to support the operational management of caseloads
 - m. Invoice management and reconciliation
 - n. Americans with Disabilities Act (ADA) and accessibility compliant
 - o. Support secure access to coordinated care plans and referrals, managed through data governance policies and system security measures within local, state, and federal regulations
 - p. Support least privileged access to sensitive information utilizing role based and conditional access controls
 - q. Support auditing functionality
4. Program Tracking (county administered)
- a. Ability to set up and track utilization of county administered programs (budget/capacity)
 - b. Ability to define features of a program, required documentation, frequency of assistance (e.g., rental assistance, utilities assistance)
 - c. Ability to establish/maintain eligibility criteria for programs
 - d. Define/track milestones and deliverables
 - e. Support approval process for moving a program into production
 - f. Ability to track and approve referrals into programs
 - g. Support client level and aggregate data intake to allow for effective monitoring of program service delivery in the community
5. Enterprise Data
- a. Build an enterprise data solution that will serve as a centralized repository of data collected from various state, Riverside County, and other local agencies
 - b. Serve as a data source for the System of Engagement and also provide the ability to pull data in from the System of Engagement so that an integrated view of a constituent's/family's case history is maintained (Constituent 360, Family 360)
 - c. Provide access to curated datasets to support reporting and analytics by the System of Insights (responsible party: Esri). Data made available will be gated by systems documented in Attachment 2, RivCo Integrations (file name: RivCo Integrations – V4.0 RivCo Feedback.docx) and by the phase 1 scope.
 - d. Implement an authentication and authorization layer to manage secure access to all Systems of Engagement interfaces and to the Enterprise Data Environment
 - e. Implement an Entity Resolution solution that:
 - i. Addresses the upfront batch processing necessary to establish the integrated 360 degree views of constituent and family data
 - ii. Addresses any on-going batch processing to address any on-going updates to data being updated in identified County/State systems
 - iii. Provides an Entity Resolution service that can be called by the System of Engagement portal and case management systems to resolve whether a constituent is known by the system, or is a new person. If the person is known, it returns the unique identifier maintained by the system for that person. However, if the person is not known, the system will create a new identifier for the person and perform an upsert of the new record
 - iv. Works in concert with the batch update process to maintain integrity of the Master

Person Index (MPI)

Core architecture of the system should be designed to be adaptive, capable of iterating with the growth of services to be included in the Integrated Service Delivery initiative and incorporating new technologies as they become available.

Out of scope for this SOW:

- Replacing or changing the functionality of the existing (or sovereign) systems that are utilized by the agencies.
- Any updates to sovereign systems to enable iFraming in the Coordinated Care application. Slalom is willing to enter into an additional SOW to assist agencies in developing an API to “close-the-loop” on referrals.
- Closing the loop on referrals without sovereign system agreement and cooperation

Activities and Planned Timeline

Aligned to Slalom's Product Engineering Methodology, Slalom will use an iterative cycle of Event Storming Workshop, Experience Design, Build, Test, and Release in order to deliver functionality that can be iterated on in a more frequent manner. The activities below are planned to recur on a quarterly basis and are described below:

- **Event Storming Workshops:** Event Storming is a collaborative workshop used to visually map out business domain events and processes that inform software design and development. Event Storming helps identify key domain events and interactions during the early stages of design, which can then be translated into more detailed architecture diagrams to visualize the system's structure and components.
- **Experience Design:** This includes the development and/or refinement of personas, user flows, building and refining wire frame prototypes to confirm alignment on requirements and design.
- **Agile Engineering Build:** Agile engineering build is a software development process where small, functional increments of a product are built in sprints (short cycles, planned to be 2 weeks) with continuous feedback from stakeholders, enabling rapid adaptation to changing requirements and delivering working software frequently, prioritizing collaboration and flexibility.
- **Testing:** Testing will be an ongoing, integrated part of the development process, happening frequently throughout each sprint, with a focus on early and continuous testing, close collaboration between developers and testers, and utilizing automated testing where possible to quickly provide feedback on code quality, ensuring issues are caught and fixed rapidly. Integration and user testing will be planned and completed by the project team as needed. Slalom will provide guidance and input on UAT, and performance testing, and provide technical support for testing to endure the RivCo team can effectively validate the system before it goes live.
- **Release:** Aligned to Agile methodology, code releases are the deployment of code to non-production and production environments in an iterative and frequent manner.

Additional activities include:

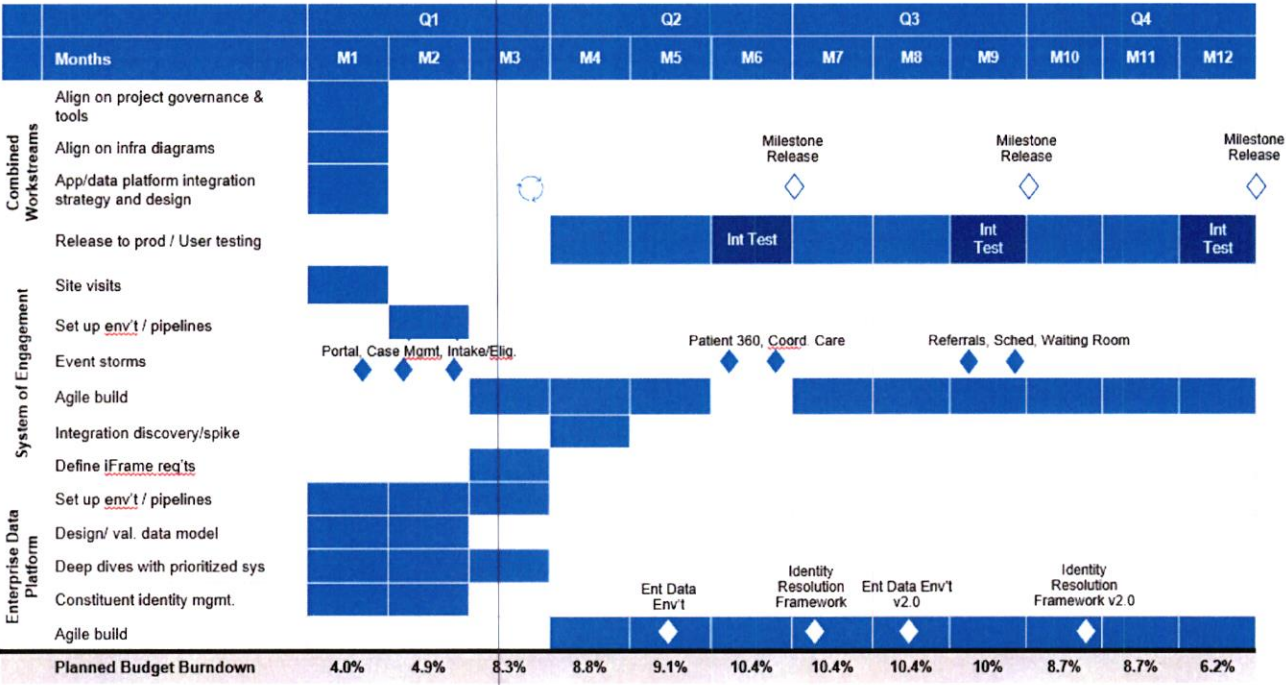
- **Enterprise Data Environment Discovery:** Understand Customer's overall needs and document deliverables in the project plan. Advise and assist Customer with the following:
 - a. Gathering and prioritizing requirements aligned with Customer's needs, including:
 - b. Data sources to onboard to the environment within the initial Minimal Viable Product (MVP) release
 - c. Entity resolution scope, MVP features and business rules
 - d. Key personas who would use the Enterprise Data Environment
 - e. Reporting requirements for Customer provided sources in scope
 - f. Inbound and Outbound Integrations with mutually agreed upon internal and external systems
 - g. Non-functional requirements

- h. High level roadmap aligning deliverables to timeline

i. High level system architecture with tools and services catalog

j. Environment setup and access for development team
- Project management and governance: providing executive oversight and point for resolution, managing project health including risks, issues, and decisions, executive stakeholder management and support
 - Support of Riverside County's change management and training efforts (e.g., sprint demos, input on communications and training efforts, explanations of application function and features to other project team members)
 - Enablement of Riverside County's engineering teams (e.g., through co-build, enablement workshops)
 - Application Support: provide Tier 2 and Tier 3 support of applications built within the scope of this engagement. This includes support for production systems, ensuring that the team has the necessary assistance for maintaining and troubleshooting production environments for the System of Engagement Solution. Tier 2 refers to expert product and service support while Tier 3 refers to in-depth technical support (commonly accepted description here: <https://www.atlassian.com/incident-management/incident-response/support-levels>. This is estimated to be approximately 25-28% of the development effort beyond Year 1. It is expected that Tier 1 support will be provided by Riverside County. s For Tier 2 and Tier 3 support of the Enterprise Data Platform, Slalom has not included that effort estimate in the budget for Year 1 but it is available with Slalom.

Timeline and Activities



Deliverables

| ID | Deliverable | Description | Key Slalom Contributors | Key Client Contributors and Estimated Effort |
|----|-------------|-------------|-------------------------|--|
| | | | | |

| | | | | |
|---|--|---|--|---|
| 1 | Product Charter - System of Engagement | <p>A re-validated or updated document that outlines the vision statement, mission and desired outcomes for the project</p> <ul style="list-style-type: none"> • Criteria • Metrics • Business priorities identified and aligned • Product value • User community identified | <ul style="list-style-type: none"> • Solution Owner | <ul style="list-style-type: none"> • Product Owner • Responsibility: input and review • Commitment: 2-3 hours |
| 2 | Primary User Flows | <p>Diagrams depicting the primary user flows through the application.</p> <ul style="list-style-type: none"> • Audience and/or persona-based workflows • Depicts the interactions and features that a user would experience in the software <p>These can be completed as flow architecture, journey maps/models, screen flows</p> | <ul style="list-style-type: none"> • Experience Architect | <ul style="list-style-type: none"> • Product Owner • Responsibility: input and review • Commitment: 2-3 hours per flow, per iteration |
| 3 | Sitemap | <p>The global sitemap illustrates the underlying future-state structure of the application detailing hierarchy and categorization across the necessary tiers of navigation.</p> | <ul style="list-style-type: none"> • Experience Architect | <ul style="list-style-type: none"> • System of Engagement Technical Lead • Responsibility: input and review • Commitment: 6-12 hours |
| 4 | User Experience Prototype | <p>Low-fidelity clickable wireframes or designs that communicate the product/user experience goals for MVP to provide tangible interactions of the requirements for use in validation with Client stakeholders, end users, and to lock in functional scope ahead of development.</p> | <ul style="list-style-type: none"> • Experience Architect | <ul style="list-style-type: none"> • Product Owner • Responsibility: input and review • Commitment: 4-6 hours per prototype, per iteration |
| 5 | User Interface Design | <p>Visual designs that synthesize a realistic representation of the branded user interface focused on aligning stakeholders and development team on the intended visual territory, content representation and functional components / patterns.</p> | <ul style="list-style-type: none"> • Experience Architect | <ul style="list-style-type: none"> • Product Owner • Responsibility: input and review • Commitment: 2-3 hours per design |
| 6 | Design System | <p>All user interface design outputs are thoughtfully catalogued and distilled down into reusable modular components, patterns and guidelines that will give designers and engineers a shared language for consistent product development and governance.</p> | <ul style="list-style-type: none"> • Experience Architect | <ul style="list-style-type: none"> • Product Owner and Technical Lead • Responsibility: input and review |

| | | | | |
|----|--------------------------------------|--|--|---|
| | | | | <ul style="list-style-type: none"> • Commitment: 4-8 hours |
| 7 | Future State Architectural Blueprint | <p>Diagrams and documents depicting the outline of the future state architect. This Deliverable would include:</p> <ul style="list-style-type: none"> • Application/System Architecture • Framework and Tool Selection • Platform and Infrastructure Recommendations • System Integrations • Deployment and Release Process Outline | <ul style="list-style-type: none"> • Solution Architect • SMEs | <ul style="list-style-type: none"> • Technical Lead • Responsibility: input and review • Commitment: 16-20 hours |
| 8 | Release Plan | Living document describing anticipated release of features and user-stories to various pre-defined lifecycle environments | <ul style="list-style-type: none"> • Solution Owner • Solution Architect | <ul style="list-style-type: none"> • Project Manager • Responsibility: input and review • Commitment: 20-30 hours per release |
| 9 | Test Plan | A comprehensive high-level test plan identifying the testing to be employed to validate function features. | <ul style="list-style-type: none"> • Quality Engineering Architect | <ul style="list-style-type: none"> • Product Owner and Project Manager for non-automated testing • Technical Lead who can be counterpart to QE for automated testing • Responsibility: non-automated testing: lead, co-develop and review • Responsibility: automated testing: inform and review • Commitment: 20-40 hours per release |
| 10 | Velocity Burn down/up Reporting | Charts tracking stories accomplished and stories remaining expressed in story points | <ul style="list-style-type: none"> • Solution Owner | <ul style="list-style-type: none"> • Product Owner and Project manager: input and review |

| | | | | |
|----|-----------------|---|---|--|
| | | | | <ul style="list-style-type: none"> • Commitment: 2-3 hours per week |
| 11 | Working Code | Collection of software artifacts that can be packaged and released in various lifecycle environments. This includes product code, test code (test automation), and cloud resources needed during the deployment, release, and testing process | <ul style="list-style-type: none"> • Solution Architect • Software Engineers • Quality Engineers | <ul style="list-style-type: none"> • Product Owner and Technical Lead • Responsibility: input and review • Commitment: 16-24 hours per week |
| 12 | Test Automation | Collection of unit test code and integration test code set up to run either as part of the CI/CD process or on a schedule. | <ul style="list-style-type: none"> • Solution Architect • Software Engineers • Quality Engineers | <ul style="list-style-type: none"> • None |

This project will be managed using Agile methodology, which starts with discovery to define initial Scope, estimate user stories, and prioritize user stories into release plans. Implementation is iterative and user focused based on short “Sprints” which deliver business value while focusing on longer term efforts. The release plan and product backlog inform Sprint planning and prioritization and include story point estimates of velocity for build/planned work and contingency work. Any described scope herein is directional and is reviewed as part of the bi-weekly Sprint meetings. Proposed changes pass through a project documented change process and account for like-kind trade-offs in terms of story points sizing or revisions to the timeline. In an effort to meet timelines, Slalom expects to develop and agree on user experience prototypes and after development of that prototype, iterate three times on a given set of functionality. 5-7% of the budget is reserved for the initial iteration. Further adjustments beyond the first iteration can occur; but these are optimizations Slalom reserves for the end of the project, or as prioritized by the Product Owner. The product backlog will be used for feature selection and development. Additional features not already included in the product backlog or defect resolution will be evaluated by Slalom and the Client and, if deemed appropriate, will be added to the backlog, prioritized, and considered for implementation. The features and functionality delivered are constrained by the available capacity, velocity (story points), and disciplines of the deployed resources.

1.4. Dependencies

The in-scope Services, anticipated project duration, expected outcomes, and fee estimate(s) are based on the following dependencies. Late or missing dependencies would be managed in accordance with the Change Order provisions to the extent they result in project delays, additional costs or other project liabilities.

Some of the most critical and more probable risks are listed below. Working with the RivCo team, we will be actively discussing how we are working to evaluate and manage these:

- Data availability from the Enterprise Data Platform (and source systems) for build/test purposes, and ultimately for deployment
- Integration challenges with permissible sovereign systems
- iFraming the System of Engagement application into permissible sovereign systems (this is the responsibility of the owners of the sovereign systems)
- Availability of process documentation for integrated delivery
- Resistance to integrated delivery models

- Changes in regulatory requirements for included programs from federal, state, or local sources
- Turnover of key staff including both program leaders and project leaders
- Availability of the RivCo Product Owner for the System of Engagement, and that person's ability to quickly and effectively make decisions for the solution
- Project Management
 - Slalom will rely on all decisions and approvals of Client.
 - Slalom and Client will participate in weekly status review meetings to determine accomplishments with the plan and identify issues that need immediate resolution. For critical issues, a response from Client is required within one (1) business day. For other issues, a response from Client is required in five (5) business days.
 - This is a time and materials project. Work will be scoped and prioritized within the time and budget allocated. If a requirement or deliverable is introduced or redefined in such a way that accomplishing it would exceed the time and budget for the project, a Change Order will be proposed, and revised estimate provided.
 - Iterations to continue to enhance the core functionality beyond budgeted iterations will be prioritized against available budget. Those that can be accommodated within the budget, while not putting core functionality at risk, will be accommodated. Those that cannot be accommodated will form the year two prioritized enhancements backlog.
 - Slalom will not be responsible for delays, additional costs, or other liabilities caused by or associated with the acts or omissions of Client or Client-affiliated vendors and other third-party resources, including failure to timely execute the Client Specific Dependencies.
- Design and Development
 - Experience design artifacts such as information architecture, wireframes and user interface designs are expected to be designed in Figma or Miro. Lucid is used by RivCo and will be considered as well. Slalom will transfer ownership of master files to RivCo at the end of the engagement. RivCo will be responsible for securing appropriate licenses to edit the delivered designs. Identified licensing related to experience design and development artifacts include those listed on Attachment 2, RivCo Integrations (*file name: RivCo Integrations - Doc V4.0 RivCo Feedback.docx*).
 - Leverage existing information architecture patterns and functionality from previously launched and adopted, related applications (e.g., START application and the Whole Person Health Score) to create a holistic ecosystem
 - Compliance review feedback will be provided within two (2) weeks of submission and assumes up to two (2) rounds of revisions. Additional review and/or revision cycles may require additional time to satisfy.
 - Slalom will leverage an existing design system, internal or 3rd party, to serve as the foundation for the user interface design and modular components.
- Compliance Related Dependencies
 - Services provided by Slalom relating to security, risk, governance, or other compliance-related matters do not constitute legal or regulatory compliance advice.
- Slalom Use of third-party Generative AI in Creating Client Deliverables
 - If agreed upon by the Client and Slalom, Slalom may use county approved Generative AI technology to develop agreed upon content that expedites the development life cycle and may inform part of the Deliverables. Slalom will review AI-generated content for accuracy. Notwithstanding anything to the contrary in the Agreement, Client acknowledges that content created by Generative AI may not be considered original works, work for hire, or otherwise proprietary under applicable intellectual property law. That said, all deliverables will be considered original works. Data classified as PII or that would violate HIPAA compliance shall not be used with public Large Language Models. Client confirms it will review Slalom's proposed usage of Generative AI tools before its usage and will confirm such usage is consistent with its security and compliance policies.

- **Shared Security Responsibilities:**

Slalom will collaborate with Riverside County's Information Technology Department to implement foundational security practices during the engagement, ensuring secure development and protection of constituent data in compliance with state and federal statutes and regulatory requirements. Responsibilities include:

- **Constituent Data Protection.** Slalom will ensure that constituent data is handled with industry-standard methodologies, including:
 - ☐ encryption at rest and in transit using modern cryptographic standards (e.g., AES-256, TLS v1.2 or higher).
 - ☐ Role-based access controls (RBAC) to enforce the principle of least privilege.
 - ☐ Logging and auditing to monitor access and identify unauthorized activity.
 - ☐ Data minimization and anonymization strategies where feasible.
 - ☐ Ensure that regulated and sensitive data will always remain on Client infrastructure and will not be processed on any Slalom-owned network or system.
- **Security Testing and Validation.** Slalom will integrate security testing into the development lifecycle, including:
 - ☐ Static and dynamic analysis of code.
 - ☐ Dependency vulnerability scanning.
 - ☐ Penetration testing of application components.
 - ☐ Providing a final report of vulnerabilities identified and resolved.
- **Shared Security Tooling.** Slalom will recommend and utilize the tools necessary for secure development (e.g., secret management, vulnerability scanning, secure code repositories) during the engagement. These tools will be configured and utilized to meet the project requirements and ensure secure code development. If additional tools are required for Riverside County's long-term maintenance or operational security post-engagement, Slalom will assist Riverside County in evaluating and recommending options. Riverside County will be responsible for procuring and managing these tools, with Slalom providing guidance during the transition. Costs for such tools, if necessary, will be reviewed and mutually agreed upon.
- **Foundational Security Practices.** Slalom will use secure coding standards and perform security reviews of all code produced. Best practices for securing third-party integrations and data exchanges will also be recommended and implemented.
- **Regulatory Compliance.** Slalom will ensure all activities and applicable regulations, such as the Healthcare Insurance Portability and Accountability Act (HIPAA) including the Healthcare Information Technology for Economic and Clinical Health Act (HIPAA-HITECH), and the California Privacy Rights Act (CPRA). This includes providing documentation to support audits and ensuring secure handling of sensitive data.

Client Responsibility

Client will:

- **Project Personnel and Management**
 - Assume responsibility for providing onboarding and offboard functionality/support to the tools as appropriate through the lifecycle of the SOW.
 - Designate and provide access throughout the project to the Client individuals serving in project support roles, including the project sponsor and stakeholders, each having suitable skills, experience, knowledge, capacity, and subject matter expertise for their role.
 - Provide promptly such information, documentation, decisions, approvals, and assistance as requested or necessary for Slalom's performance and maintenance of project cadence. Slalom will

make every effort to inform the client as early as possible for needed documentation, decisions, approvals and assistance. A turnaround of five (5) business days is typically expected to prevent project delays. A RAID (risks, actions, issues, and decisions) log will be maintained, and regular weekly reviews will be facilitated to inform Riverside County of upcoming needs for decisions and actions, and escalate those that put delivery timelines at risk.

- Provide suitable workspace, furniture, and Information Technology ("IT") infrastructure (including workstations, systems access, software licenses, including but not limited to AWS, project management applications, collaboration tools, application environments, and data), necessary to perform the Services described within this SOW.
- Provide complete, accurate, and current information and update it promptly and continuously as necessary during the course of the engagement.
- Assume responsibility for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in (i) discharging the Client Specific Dependencies, and (ii) the Dependencies.
- Assume responsibility for any network-related issues and supporting performance tuning for remote office locations.
- Assume responsibility for all content strategy and content development including, but not limited to copywriting, language translation, imagery, illustration, video, and resource tutorials. Any applicable content licenses will be the responsibility of RivCo. Slalom will provide initial content as a recommendation to RivCo.
- Assume responsibility for developing, managing and executing plan for end user change management and communication strategy, activities and artifacts. Including, but not limited to, creating content, coordinating stakeholders, training and onboarding users. Slalom will provide demos, walkthroughs, and training / office hours to RivCo super users, change champions, and training teams.
- Provide testers for end user testing, support coordination and facilitation of desired end user testing, and provide communications support for application deployment.
- Governance, Security, and Compliance
 - Assess its legal, privacy, security, and regulatory requirements and whether use of the Services meets those requirements.
 - Assume responsibility for Client's own legal and compliance obligations ("Client Legal Requirements") and ensure that all Slalom activities described in this SOW, including any Deliverables provided hereunder, comply with Client Legal Requirements. Client is responsible for notifying Slalom of any applicable Client Legal Requirements.
- Data
 - Assume responsibility for the quality of data sourced from business applications. Any cleansing or changes needed in source system data are to be performed with Client or Client engaged resources.
 - Provide subject matter expertise regarding source systems and data models.
 - Ensure proper authorizations required for Slalom to access and process data, client materials, and other items used by or on behalf of Client during the performance of Services.
- Technology and Custom Development
- Ensure that Client stakeholders are aware and aligned to the objectives of the engagement and available to meet the timeline of the engagement.
 - Work with Slalom to provide necessary environments for development, test, staging, and production.
 - Prior to undertaking activities in an environment and after activities are completed, scan (and/or allow Slalom to scan) for potential vulnerabilities upon activating and connecting Infrastructure and Secrets Scanning Security Tools. "Secrets" in this case refers to sensitive data used by the application, such as Application Programming Interface ("API") Keys, API Secrets, Usernames, Passwords, endpoints Uniform Resource Locators ("URLs"), environment names, etc. Slalom will use the initial report (the "Baseline Cloud Report") to identify any vulnerabilities or issues that may block or inhibit Slalom's Activities (each a "Blocker"); any issues identified but not deemed a Blocker (each a "Latent Issue"), will be the responsibility of Client to correct. After Slalom completes its activities, it will produce another report (the "Completion Report") of vulnerabilities and issues; any vulnerabilities or issues that appear on the Completion Report but not the Baseline Cloud Report are new issues, which shall be addressed in accordance with the terms of this SOW.
 - Assume responsibility for providing a secure, monitored, and auditable development environment, to facilitate secure development practices. If the Client cannot provide these tools, Slalom can

recommend options for the Client to evaluate, and it shall be client's sole responsibility to select and secure any needed licenses for the tool. This includes but may not be limited to the following:

- Provide Slalom with a secret management solution to store application, cloud and development passwords, keys, and other secrets for personal use in development.
- Riverside County's Information Technology Department will provision token-based and temporary authentication credentials for Slalom personnel using a secure and auditable process. Riverside County's Information Technology Department will retain full control over credential generation and management to ensure compliance with security policies and standards.
- Assume shared responsibility from providing onboarding and offboard functionality/support to the tools as appropriate through the lifecycle of the SOW.
- License and Third-Party Vendors
 - Ensure use and procurement of appropriate licenses of third-party technologies.
 - Independently verify information provided by the vendor. While Slalom is facilitating the selection process of a vendor and their associated services, solution, or system, Client acknowledges that it, not Slalom, is responsible for ensuring that the recommended or highest-scoring vendor meets all technical, functional, security, compliance, regulatory, and business requirements of the Client prior to contracting or purchase.
 - Independently verify the information provided by any vendor with respect to which Slalom participated in the selection process, including ensuring that the recommended or highest-scoring vendor meets all technical, functional, security, compliance, regulatory, and business requirements of the Client prior to contracting or purchase.
 - Obtain any consents, approvals, and authorizations necessary to allow Slalom, if and as required in its performance of the Services, to use products and services provided under Client's third-party contracts and licenses.
 - Acknowledge in connection with Client supported applications and applications purchased from third-party vendors, the following assumptions shall apply:
 - ☐ Client is responsible for the evaluation and purchase or license and fees of any software, hardware, subscriptions, public cloud services, or other products required to support the identified scope of this SOW.
 - ☐ Client or third-party vendor is responsible for the capabilities, the performance, or the simplicity of use of their respective applications.
 - ☐ Client or third-party resources are responsible for the development of their respective applications outside of the scope outlined in this SOW.
 - ☐ Client is responsible for ensuring that all software required to support the scope herein is compatible with Client's internal infrastructure and business objectives.

2 DURATION OF WORK/SCHEDULE

Services under this SOW are expected to last from March 24, 2025 for a duration of 12 months after the kickoff. The start date will be determined and agreed upon by both the County of Riverside and Slalom once we have Board approval and the agreements have been fully executed.

3 PROJECT PERSONNEL

3.1. Slalom Project Personnel

| Role | Role Description | % Time Allocation |
|------------------------------|--|-------------------|
| Accountable Executive | <ul style="list-style-type: none"> Senior consulting leader responsible for leading the Slalom team from an account level Escalation point for both Slalom and Client. Builds and maintains a partnership relationship with the Client team Advises Client and connects Client team to others with similar objectives. Establishes and drives regular steering committee meetings with Client team and establishes Slalom as an accountable delivery partner. Gathers and delivers feedback to the Client and Slalom project team Participates in steering committee meetings Handles any contracting questions or changes related to the Slalom team | Part-time |
| Sr. Solution Owners (2)** | <ul style="list-style-type: none"> Overall workstream delivery lead responsible for deeply understanding the project health, progress and financials Works with the workstream Product Owner and Client stakeholders to define and champion the vision, product roadmap, and release schedule Works with the Client Product Owner and Project Manager to define user stories and ensure they satisfy the Client's business' requirements Works with the Client Product Owner and Project Manager to prioritize the product backlog based on business value and importance Writes user stories to be consumed by the Slalom development team Establishes and maintains project governance artifacts (e.g. schedule, budget, risks, issues, resources, change requests, status, velocity/burn down reporting, etc.) Reviews project status and health with the Client | Full-Time |
| Sr. Solution Architect (2)** | <ul style="list-style-type: none"> Application architect for the Slalom team, defining the technical direction for System of Engagement solutions Data architect, defining the technical direction for Enterprise Data Platform Develop core data model and design Works with Client technical architects and engineers to meet technical and interface requirements. Estimates story complexity related to application platform development Contributes to code | Full-Time |

| | | |
|------------------------------|--|--|
| | <ul style="list-style-type: none"> Performs code reviews | |
| Experience Design Architect | <ul style="list-style-type: none"> Conducts Client stakeholder interviews with core client/business stakeholders Facilitates cross functional discussions/workshops surrounding business and user requirements to establish consensus and a shared frame of reference amongst vendor and Client Develops, produces, and iterates user flows, information architecture and experience prototype Designs user interface screens and documents functional components within the pattern library. | Full-Time |
| Engineering Lead (4)** | <ul style="list-style-type: none"> Leads engineering resources, working in tandem with Sr Solution Architect to ensure engineering aligns with defined technical approach and architecture Ensures frontend engineering is standardized in approach Ensures data engineering is standardized in approach Estimates story complexity for platform development Execute frontend application build / deliver code to source control Creation of unit tests Participate in scrum activities | Full-Time (planned duration:10 months) |
| Sr. Engineer (6)** | <ul style="list-style-type: none"> Create infrastructure as code to build out application infrastructure and networking Automate application CI/CD Designs proper testing strategy Creates test execution framework Develops automated tests Execute frontend and backend application build / deliver code to source control Execute enterprise data platform build / deliver code to source control Creation of unit tests Create automated tests Participate in scrum activities | Full-Time (planned duration: 10 months) |
| Engineer/Analyst (2)** | <ul style="list-style-type: none"> Execute frontend and backend application build / deliver code to source control Execute enterprise data platform build / deliver code to source control Creation of unit tests Create automated tests Assists solution owner as directed Participate in scrum activities | Full-Time (planned duration:10 months) Spikes of 2 to 4 additional |
| Subject Matter Experts (SME) | <ul style="list-style-type: none"> Provides specific functional and technical expertise as requested by the project team | Part-Time |

| | | |
|---------------------|---|-----------|
| | or client | |
| Domain Expert** | <ul style="list-style-type: none"> Provides specific functional and technical expertise as requested by the project team or client | Full-Time |
| Domain Specialist** | <ul style="list-style-type: none"> Provides specific functional and technical expertise as requested by the project team or client | Full-Time |

** Such roles may be staffed by a non-Slalom Subcontractor performing Services hereunder upon mutual agreement by Riverside County and Slalom during the execution of the engagement.

Slalom will utilize reasonable efforts to retain and maintain assigned resources throughout the SOW term. Slalom will review resource updates with Client as soon as reasonably possible.

Client and Slalom will leverage best practices and technologies for effective remote project delivery.

3.2. Client Project Personnel

The Client project stakeholders and their responsibilities as related to this SOW are listed as follows:

| Role | Responsibility |
|------------------------------------|---|
| Project Manager | <ul style="list-style-type: none"> Facilitates coordination and scheduling of major workshops and UAT Provides insight to key stakeholders for project governance including risk, issue resolution Works with the Solution Owner to define user stories and ensure they satisfy the business's requirements |
| Product Owner | <ul style="list-style-type: none"> Establishes and represents the product vision for the project team; is the primary voice of requirements for the business Works with the Solution Owner to define user stories and ensure they satisfy the business's requirements Prioritizes the product backlog based on business value and importance Assists with sprint calendar planning |
| Technical Lead | <ul style="list-style-type: none"> This person serves as the technical counterpart to the Solution Architect, confirming the technical direction for System of Engagement solutions Works with the Slalom technical architects and engineers to meet and validate technical and interface requirements. Leads the effort to ensure technical knowledge transfer is occurring throughout the engagement |
| Business and Technical SMEs | <ul style="list-style-type: none"> Participate in workshops and interviews as requested by product team Provide functional and non-functional requirements Provide input to Product Owner around prioritization of product backlog Develops UAT scripts, test scenarios, and required test data |

4. ACCELERATED ENGINEERING SOLUTIONS

In connection with the Services, Slalom will be leveraging several Slalom accelerators which will enable Slalom to deliver more quickly with Slalom pre-built code or frameworks.

- For Slalom accelerators (e.g., the Serverless Accelerator, React accelerator, Questionnaire accelerator, reference architecture and patterns, coordinated care personas, journey maps, and wireframes). Slalom will provide, leverage, and incorporate these accelerators and frameworks in the Coordinated Care

solution as appropriate. The terms below in section 4b. do not apply to the Slalom accelerators.

- b) A small group of accelerated engineering solutions are known as the *Rapids Solutions*. These include: *Quantum Leap*, *DataGenius*, *Accelerated Engineering Agents*. Notwithstanding anything to the contrary in the Agreement, Slalom owns all rights, title, and interest in and to the *Rapids Solutions*, including all modifications, updates, and enhancements thereto.

If needed and upon agreement of RivCo, Slalom may install *Rapids Solutions* in Client's environment solely for purposes of utilizing these tools in connection with the Services. Subject to the terms and conditions of the Agreement and this SOW, Slalom grants to Client a non-exclusive, non-transferrable, non-sublicensable, limited license to access and use the *Rapids Solutions* solely for Client's internal business purposes during the License Term (defined below). There is no Slalom cost for the use of the *Rapids Solutions*. The purpose of the *Rapids Solutions* suite is to accelerate prototype development and feedback.

The foregoing license shall commence on the effective date of the SOW and shall continue for the duration of the SOW, unless terminated earlier in accordance with the terms and conditions of the Agreement ("License Term"). Upon termination or expiration of the SOW, Client shall immediately cease access and use of the *Rapids Solutions*.

Slalom is under no obligation to provide support for the *Rapids Solutions* or provide upgrades or future versions thereof. Upon expiration or termination of the License Term, Slalom will remove the *Rapids Solutions* from Client's systems or environment.

Client shall not, and shall ensure that its employees do not:

- Copy, modify, or create derivative works of the *Rapids Solutions*;
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the *Rapids Solutions*;
- Rent, lease, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the *Rapids Solutions* available to any third party;
- Use the *Rapids Solutions* in any manner that violates any applicable laws or regulations; or
- Use the *Rapids Solutions* for any purpose other than the internal business purposes of Client as contemplated by this SOW.

Should Client provide any comments or suggestions regarding the *Rapids Solutions* ("Feedback"), Client grants Slalom a worldwide, perpetual, fully paid, royalty-free and non-exclusive right to such use such Feedback without any further obligation of attribution or compensation.

5. FEES

5.1. Fees

Fees for the Services described in this SOW shall be determined as follows:

| | |
|---|--------------------|
| Estimated Total Service Fees | \$5,186,854 |
| Estimated Reimbursable Expenses (See Note 1) | \$13,146 |
| Total Estimated Service Fees and Reimbursable Expenses | \$5,200,000 |

Note 1: Expenses are estimated. To the extent not already approved pursuant to the Agreement or included in estimated reimbursable expense above, if travel from or to other locations outside the local service area is required, Slalom will submit a Change Order to this SOW for approval of such travel costs. Slalom expenses will follow Riverside County's travel policy D-1: billed at actual cost . All travels must be prior approved by County.

5.2. Fee Schedule

Rate card for Slalom services are estimated at the hourly rates defined below. For any additional change orders and extensions for the next 3 years, rates are expected to be at the below levels, plus rate increases upon annual renewal that are adjusted for Social Security's cost-of-living adjustment (COLA).

| Level | Sample Roles | Discounted Hourly Rate |
|-------|--|------------------------|
| L10 | Domain Expert | \$394 |
| L9 | Domain Specialist | \$302 |
| L8 | Accountable Executive | \$250 |
| L7 | Sr. Solution Architect, SME | \$222 |
| L6 | Sr. Solution Owner | \$196 |
| L5 | Experience Design Architect, Sr. Engineering Architect | \$190 |
| L4 | Engineering Architect | \$180 |
| L3 | Engineering Lead | \$170 |
| L2 | Sr. Engineer | \$159 |
| L1 | Engineer, Sr. Analyst | \$145 |

For Year 1, client shall compensate Slalom for services defined above. Estimated hours and fees are detailed below:

| Role | Hourly Rate | Estimated Hours | Estimated Fees |
|--|-------------|-----------------|----------------|
| Domain Expert | \$394 | 1,030 | \$405,820 |
| Domain Specialist | \$302 | 1,760 | \$531,520 |
| Accountable Exec | \$250 | 202 | \$50,500 |
| Sr. Solution Architect / SME | \$222 | 3,107 | \$689,754 |
| Sr. Solution Owner | \$196 | 2,016 | \$395,136 |
| Sr. Engineering Architect | \$190 | 4,000 | \$760,000 |
| Experience Design Architect | \$190 | 1,848 | \$351,120 |
| Engineering Lead | \$170 | 3,360 | \$571,200 |
| Sr. Engineer | \$159 | 6,696 | \$1,064,664 |
| Engineer, Sr. Analyst | \$145 | 2,532 | \$367,140 |
| Estimated Subtotal: | | | \$5,186,854 |
| Estimated Reimbursable Expenses | | | \$13,146 |
| Estimated Total Fees for Service: | | | \$5,200,000 |

Invoice Schedule

Slalom shall perform the Services set forth in this SOW in accordance with the following Invoice Schedule. This schedule is provided to describe the work that is planned for each invoice period of two sprints (or 4 weeks). Invoices will include Riverside County accepted completed work for the period and billed Slalom project team time.

| Planned Timeline | Planned Deliverables | Iteration 1 Release Marker | Iteration 2 Release Marker |
|----------------------------|---|----------------------------|----------------------------|
| Sprints 1-2 (Weeks 1-4) | <ul style="list-style-type: none"> Program kickoff completed Project environment set up in an agile tool (i.e., Jira or Azure DevOps) | | |

| | | | |
|--------------------------------|--|---|--|
| | <ul style="list-style-type: none"> • Code repository set up (i.e., Github) • Account and environment set up support and access requests sent to RCIT | | |
| Sprints 3-4 (Weeks 5-8) | <ul style="list-style-type: none"> • Initial discovery phase read out • Review of updated project timeline • Review of initial agile program structure for the System of Engagement (i.e., Initiatives, Epics) • Agreed upon sprint plan and prioritized stories for the following two sprints | | |
| Sprints 5-6 (Weeks 9-12) | <ul style="list-style-type: none"> • Completed prioritized sprint stories (to include engineering environment set up) • Agile demo of completed stories • Agreed upon sprint plan and prioritized stories for the next sequential sprint • Completed retrospective for at least one sprint in this period | <ul style="list-style-type: none"> • AWS Enterprise Data Environments Established | |
| Sprints 7-8 (Weeks 13-16) | <ul style="list-style-type: none"> • Completed prioritized sprint stories (to include working code) • Agile demo of completed stories • Agreed upon sprint plan and prioritized stories for the next sequential sprint • Completed retrospective for at least one sprint in this period | <ul style="list-style-type: none"> • System of Engagement Application Environments Established | |
| Sprints 9-10 (Weeks 17-20) | <ul style="list-style-type: none"> • Completed prioritized sprint stories (to include working code) • Agile demo of completed stories • Agreed upon sprint plan and prioritized stories for the next sequential sprint • Completed retrospective for at least one sprint in this period | <ul style="list-style-type: none"> • Enterprise Data Environment v1.0 | |
| Sprints 11-12 (Weeks 21-24) | <ul style="list-style-type: none"> • Completed prioritized sprint stories (to include working code) • Agile demo of completed stories • Agreed upon sprint plan and prioritized stories for the next sequential sprint <p>Completed retrospective for at least one sprint in this period</p> | | |
| Sprints 13-14 (Weeks 25-28) | <ul style="list-style-type: none"> • Completed prioritized sprint stories (to include working code) • Agile demo of completed stories • Agreed upon sprint plan and prioritized stories for the next sequential sprint • Completed retrospective for at least one sprint in this period <p>Review backlog of Year 2 stories</p> | <ul style="list-style-type: none"> • Constituent Portal & Universal Intake V1.0 • Whole Person Health Score V1.0 • Baseline Case Management Framework V1.0 • Programs Intake and Eligibility V1.0 • Identity Resolution Framework v1.0 | <ul style="list-style-type: none"> • Enterprise Data Environment v2.0 |
| Sprints 15-16 (Weeks 29-32) | <ul style="list-style-type: none"> • Completed prioritized sprint stories (to include working code) | | |

| | | | |
|--------------------------------|---|--|---|
| | <ul style="list-style-type: none"> Agile demo of completed stories Agreed upon sprint plan and prioritized stories for the next sequential sprint <p>Completed retrospective for at least one sprint in this period</p> | | |
| Sprints 17-18 (Weeks 33-36) | <ul style="list-style-type: none"> Completed prioritized sprint stories (to include working code) Agile demo of completed stories Agreed upon sprint plan and prioritized stories for the next sequential sprint Completed retrospective for at least one sprint in this period | | <ul style="list-style-type: none"> Constituent Portal & Universal Intake V2.0 Whole Person Health Score V2.0 Baseline Case Management Framework V2.0 Programs Intake and Eligibility V2.0 Identity Resolution Framework v2.0 |
| Sprints 19-20 (Weeks 37-40) | <ul style="list-style-type: none"> Completed prioritized sprint stories (to include working code) Agile demo of completed stories Agreed upon sprint plan and prioritized stories for the next sequential sprint Completed retrospective for at least one sprint in this period Review backlog of Year 2 stories | | |
| Sprints 21-22 (Weeks 41-44) | <ul style="list-style-type: none"> Completed prioritized sprint stories (to include working code) Agile demo of completed stories Agreed upon sprint plan and prioritized stories for the next sequential sprint Completed retrospective for at least one sprint in this period | | |
| Sprints 23-24 (Weeks 45-48) | <ul style="list-style-type: none"> Completed prioritized sprint stories (to include working code) Agile demo of completed stories Agreed upon sprint plan and prioritized stories for the next sequential sprint Completed retrospective for at least one sprint in this period | | |
| Sprints 25-26 (Weeks 49-52) | <ul style="list-style-type: none"> Execution of integration testing for features prioritized by the Product Owner | <ul style="list-style-type: none"> Referrals V1.0 Scheduling V1.0 Waiting Room V1.0 | |

5.3. Deliverable Acceptance

The Riverside County Product Owner will review contributions to the Deliverables during regularly scheduled sprint review meetings. Riverside County will notify Slalom within ten (10) business days of receiving a Deliverable whether it accepts or rejects or requires additional time to review that Deliverable. If no notification is delivered to Slalom within this period, each Deliverable is considered complete and accepted upon delivery unless the Product Owner raises objections within this period. Some deliverable review and acceptance may take longer than five business days, and those deliverables can be discussed and agreed upon on an ongoing basis. Changes to Deliverables, including correction, rework, and bug and error fixes, are considered chargeable project time ("Normal Rework") unless the parties determine that the Services and related Work were not performed in accordance with good commercial practices. The effort allocated for Normal Rework

will be time-boxed and constrained solely by the project budget remaining. Slalom will extend a thirty (30) business day warranty period for bugs and error fixes.

5.4. Invoice Delivery Requirements

Slalom will invoice Client in arrears for Services rendered and Client will pay each invoice within sixty (60) days of its receipt. Invoices should be emailed to ***rcit-acctspayable@rivco.org***. Alternate email addresses will be provided if necessary.

5.5. Purchase Order Requirement

Client acknowledges that such Purchase Order is in process, with Riverside County Information Technology Procurement Team as the approver. Client requests that Slalom begin performance on March 24, 2025 and agrees that payment associated with this work is fully authorized and payable as per the terms of this SOW. Riverside County Information Technology Procurement Team is responsible for providing the Purchase Order number to the Slalom Accountable Executive within two (2) weeks of project work commencing. Any such failure by Client to provide any required Purchase Order as set forth herein shall not affect Slalom's ability to invoice Client according to the applicable invoice schedule or Client's payment obligations pursuant to the Agreement.

6. CHANGE ORDER

Changes to the project scope, missed Dependencies, or other circumstances that affect cost, resources, timeline or other project objectives, shall be memorialized in a mutually executed change order that details material changes to the terms of this SOW as applicable ("Change Order"). If the parties do not agree to such proposed Change Order, then either may suspend the Services to allow time for the parties to agree on an alternative Change Order. Should Services be suspended for a consecutive period of five (5) business days, either party may thereafter terminate this SOW immediately upon notice to the other party pursuant to Section 4 of the Professional Service Agreement.

7. RENEWAL TERM

Renewal Agreement: Upon the expiration of the initial term of this Agreement, Slalom and RivCo may mutually agree to exercise option to extend this Agreement for an additional term of 12 months (the "Renewal Term") r.

Review of Renewal Amount: At least 30 days prior to the expiration of the initial term, Slalom and RivCo shall review the proposed amount for the additional 12 month extension period (the "Renewal Amount") to ensure that the intended scope of work for the Renewal Term aligns with the proposed cost estimate for the following year. Any changes to the scope of work that may affect the cost estimate shall be reviewed and mutually agreed upon in writing by both parties before the renewal is finalized.

Continuation of Terms: Except as otherwise agreed in writing, all terms and conditions of this Agreement shall remain in full force and effect during the Renewal Term.

8. SOW TERMINATION

Upon termination of this SOW executed in accordance with the terms of the Agreement or the terms hereof, Client shall pay Slalom for all Milestones completed in accordance with the requirements of the SOW and an equitable proration based on the estimated percentage of completion of the Milestones in the aggregate and expenses incurred up to the date of the termination. COORDINATORS

Slalom and Client shall designate individuals to whom all SOW communications shall be addressed and who have the authority to act on all aspects of the project described in this SOW.

Client Project Coordinator


Name: Martin Perez
 Telephone: 951-358-3946
 Email: martinperez@rivco.org

Slalom Project Coordinator

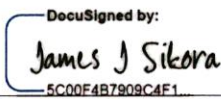
Name: Carol Henry
 Telephone: 858-531-8527
 Email: carol.henry@slalom.com

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

Client

By: 
 Print: V. MANUEL PEREZ
 Title: CHAIR, BOARD OF SUPERVISORS
 Date: 03/11/2025

Slalom

By: 
 Print: James J Sikora
 Title: General Manager
 Date: 2/28/2025

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: 
 DEPUTY

Attachment IHIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Slalom, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.

- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

- D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. §2.11, with respect to the use and disclosure of PHI that also constitutes a “record” under the definitions in 42 C.F.R. §2.11.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor’s ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor’s ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor’s use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance with the Security Rule by Contractor's workforce;
- F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
 - A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
 - C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
 - D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
 - E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to

limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based on a third-party claim arising from the willful misconduct or negligent acts or omissions, violation of applicable law or breach of this Addendum by Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Email: R.Compliance@ruhealth.org

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6459

Core Components Scoring

| Item | Category | Components | Notes |
|------|--|---|-------|
| | Baseline Environment | Data & Analytics Environment | |
| 1 | Core Case Management | Core Case Management Environment | |
| 2 | Know the Client | Support creation of an accurate constituent 360 from key source systems, to include: - RUHS - DPSS (Dept of Public Social Services) - CalAIM - VA - EHR / HIE - CES/HMIS (Eccovia Solutions or BitFocus - - Other Systems? | |
| | Enterprise Data Solution | Enterprise Data Solution: - Data Integration services and tools - Data Quality Management tools - Data Governance - Data Analytics & Reporting - Machine Learning & Artificial Intelligence functionality - Scalable & Secure | |
| 3 | Constituent Access & Identity Management | Simplify and centralize identity management; automate user provisioning/deprovisioning and attribute updates Provide strong authentication and authorization | |
| 4 | Consent Management | Address consent management required to support Coordinated Care | |
| 5 | Offer a Self-Service Portal | Enable constituents to manage their profiles and preferences, including language and communications preferences. Self-service Whole Person Health Score (see below, Intake & Assessment) Ability to complete required actions, from providers, programs, etc.; to include: - Completion and submission of surveys - Submission of requested documentation - Acceptance of scheduled appointments/cancellation of, or rescheduling Mobile Spanish Ability to self-determine what programs a person might need and be eligible for via an automated process that minimizes duplication in questions and requests for information/ documentation Place where they can complete required actions and receive messages Supports self-management of appointments Communications with Care Team | |
| 6 | Program Administration: - Internal Program Process Tracking | Support for both Internal and External Program and Process Tracking Internal Program and Process Tracking for the following programs: - Program 1 - Medi-Cal (including BH & ECM) - Program 2 - CalSAWS [Medi-Cal presumptive elig; Medi-Cal; CalFresh (SNAP); CalWorks (TANF); Cash Assistance Program for Immigrants (CAPI); + list on Integrations Document] - Program 3 - BenefitsCal - Program 4 - Housing (HMIS) - Program 5 - Coordinated Entry System (CES) - Prioritization for Housing - Program 6 - Office of Aging - Program 7 - RUHS (Healthcare) Support client level and aggregate data intake to allow for effective monitoring of program service delivery. Support ability to perform care coordination across programs leveraging a unified client list for client level data. | |
| 7 | - External Program & Process Tracking | External Program & Provider Management - Program 1 - - Program 2 - - Program 3 - Program 4 - Program 5 Ability to define a program: - Program information/contact details/program type/start & end dates/program capacity - Define features of the program / required documentation / frequency of assistance (Rental Assistance, Utilities Assistance, Workplace Referrals, etc.) - Define First Time Assessment (build assessment instrument) - Create/Select funding sources - Set Eligibility Criteria - Define/track Milestones & Deliverables - Support Approval Process for New Program | |

| | | | |
|----|---|--|--|
| | | - Track, Report & Receive Alerts on Program Health | |
| | | Support client level and aggregate data intake to allow for effective monitoring of program service delivery in the community. | |
| | | Support ability to perform care coordination across programs leveraging a unified client list for client level data. | |
| 8 | Integrated Case Management: | Integrated Approach to Client Management | |
| 9 | - Waiting Room/Reception | Support a reception log with check in times and reminders. Solution allows for automatic case lookup tied to incoming call to populate screen. | |
| | | Support for completing any screenings required/desired by the clinic/office | |
| | | Support for Walk-ins | |
| 10 | - Intake, Assessment & Eligibility | Support capture of a Whole Person Health Score/Universal Intake from the Constituent via various agency and provider systems and via the RivCo Self-Service Portal The Whole Person Health Score instrument must be developed in a way that maintains the integrity of the instrument design, while also conforming to the new Federal standards related to digital experience and accessibility (WCAG 2.1 Level AA - see https://accessibleweb.com/rating/aa/). This holds true for all assessment instruments. The data for all Whole Person Health Scores captured will reside within the RivCo database, however, if initiated from within a 3rd party EHR or other application, the data will be made available to that system via an API and report. Other Assessment Instruments: - (List Assessment Instruments) - - | |
| | | All assessments to be developed so that the system uses information already captured on the individual to pre-populate the instrument (user asked to validate the core information pulled into the instrument, and if changes are made, the core information is likewise updated). | |
| 11 | - Eligibility Determination | Support configurable eligibility rules associated to each program. Support monitoring of eligibility for federal programs such as Medicaid as a prompt for eligibility determination. Support assessment and scoring for eligibility determination that is program specific. | |
| 12 | - Intelligent Document Processing (IDP) / Document Management | Support various, non-health related client documents, program documentation, and other key documents to be scanned, uploaded, linked and stored. Support integration with other 3rd party document management solutions. (mobile dictation software, etc) Support a range of file types for attachment from scanned images, smart documents, wav files, mov, gifs, and other formats. Please describe. Support submission of images of documents to satisfy requirements from constituents/patients via PC and mobile; and automated upload, document classification, support for required field and valid values edits based on document classification, text extraction, and mapping of data into the database, along with storage of the image submitted. The process should support inclusion of a human-in-the-loop to address low confidence images and/or data fields, as well as the option to request resend of a document, if required. | |
| 13 | - Support for Coordinated Care Plan Development, Review & Approval | Based on Whole Person Health Score and other integrated assessments, provide the care team with recommendations regarding a Care Plan based on cases with similar requirements/profiles and evidence-based success rates (evaluations & constituent-based feedback) Support development/integration of common assessments and case management tools within the system. Support for both individual and family-based care plans | |
| 14 | - Referrals | Support for referrals to programs and provider-based care that takes into consideration geographic proximity to the constituent Referrals to also take into consideration family situation (factors in childcare and transportation to eliminate barriers to following through with care) | |
| 15 | - Scheduling | Support automated workflows. Support appointment management and reminders, missed appointment notifications, follow-up reminders, etc. | |
| 16 | - Assignment, Tasking & Tracking | Support effective workflow of new/existing client submissions and inquiries. Allow for supervisor review and assignment/reassignment. Support QA of case records and determinations to ensure consistency, timeliness, completeness, and accuracy of case files. Allow for detailed audit controls to monitor access, entries, and changes. | |
| 17 | - Case Review | Support detailed assessment for program eligibility, updates on changes and case statuses/case load reviews. | |

| | | | |
|----|--|--|--|
| | | Support completion and issuance of claims forms for benefits in the manner required by the federal government. | |
| | | Support auto-population of federal benefits forms with client demographics and dynamically selected items already in the system to prepare for easy submission. | |
| | | Support claims tracking for submission, under review, granted, and appeals status with ability to add case notes. | |
| | | Support escalation flow for manual and automatic reviews as defined by RUHS & RCIT. | |
| 18 | - Client Data Management | Support tracking of services and internal benefits/assistance provided on behalf of client. | |
| | | Support service and program level information and service types defined by the RUHS & RCIT. | |
| | | Allow for tracking of grant, contract, and provider associated with service and program to better track performance. | |
| | | Supports assessment and scoring for service planning. | |
| | | Solution supports a single, unified client list across all health and social service components. (MANDATORY) | |
| | | Support all client transactions and services accessible in one place with flags for specific programs/services engaged in and active/not active designation. | |
| | | Support additional of user-defined/agency-defined, non-standard client demographic fields such as family size, monthly income, homeless status, etc. | |
| | | Support and enforce unique client identifier across the system and maintain a unified client index. | |
| | | Support Encrypted database features. | |
| 19 | Invoice Management & Reconciliation | Support workflow for receipt of invoices and supporting documentation, flexible task assignment and review, edits to line items on invoice, approvals, notes, and electronic submission to the Clerk's office for final payment processing. | |
| | | Support audit and documentation trace of all transactions. | |
| | | Support ability to submit 'split' invoice payment request for part of an invoice while awaiting further documentation with clear notation of paid versus unpaid balance tracked in system and sent with invoice. | |
| | | Support reconciliation for all providers and vendors participating in County grant and contracted programs and HIPAA compliant document exchange/management for all financial/accounting documents. This includes, but is not limited to, generating account numbers, traceability of invoices, and voucher processes. | |
| | | Support clear transaction flow with user defined verifications, authorization, escalation procedures, and auditing enforced programmatically. | |
| 20 | Reporting & Analytics | Ad hoc reporting by users an option and standard defined reports. | |
| | | Support Health Resources and Services Administration (HRSA), Uniform Data System (UDS) reporting and National Committee for Quality Assurance (NCQA), Patient Centered Medical Home (PCMH) reporting. | |
| | | Support 3rd party report writing products. | |
| | | Support complex analyses across the system data based on defined conditions or condition combinations, events, and thresholds (ie: ER visit over 3 times within 4 months, new event within 3 months of a different defined event, etc.) | |
| | | Support monitoring and alerts for defined events, abuse of services, or other reasons that require attention across the data. | |
| | | Support ad hoc file extraction in formats compatible with common Microsoft products such as Excel, Word, Power BI, etc. as well as SAS, Tableau, and other standard market packages.C23 | |
| 21 | - Service Transactions and Outcomes | Support real-time and retrospective trending, analysis, and reporting or clinical, operational, demographic, or other user specified data. | |
| 22 | - Performance Dashboards | Support solution-based analytical dashboards that support management review, performance, status updates, alerts, outcomes, effective workflow, and trends. | |
| 23 | - Tracking Program Data and Performance | Support tracking of data and services associated with programs, including ability to assign a record to a specific grant, contract, or funding source with dollar values. | |
| 24 | - Fiscal Tracking of Programs and Services | Support provider invoices and payment tracking tied to clients, programs, contracts, and grants. | |
| | | | |
| | Other Technical Features & Functions | | |
| 25 | Technical Environment | Provide implementation at fixed site and mobile locations hardware and operating system agnostic. | |
| | | Provide an API-driven internal system architecture. | |
| | | Maintain core data integration capabilities from standard API availability to adopted standards for HL7, FHIR, etc. | |
| 26 | Infrastructure and Technology | Ensure all public facing components of the solution meet Section 508/ADA requirements (MANDATORY) | |

| | | | |
|----|--------------------------------|---|--|
| 27 | Security and Security Features | Meet or exceed all aspects of the Health Insurance Portability and Accountability Act (HIPAA) Privacy, Health Information Technology for Economic and Clinical Health Act (HITECH), and/or Security requirements as appropriate to stored data. This includes ingestion, exchange, and storage of information in a secure, HIPAA compliant environment. (MANDATORY) | |
| 28 | | Provide different levels of security based on User Role, Site, and/or Enterprise settings. | |
| 29 | | Provide user based, change based audit process within the product. | |
| 30 | | Allow creation of new security rights/roles based on new workflows or enhancements (e.g., customer-developed content such as Psych notes or departmental flowsheets). | |
| 31 | | Secure patient/client's data at all times and in all modules of the product (e.g., strong password protection or other user authentication, data encrypted at rest, data encrypted in motion). | |
| 32 | | Support encrypted storage | |
| 33 | | Support authentication through Okta using SAML/OAuth. | |

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Date: February 26, 2025

From: Jim Smith, Chief Information Officer

To: Purchasing Agent

Via: Krishna Lawrence, Administrative Services Analyst II

Subject: Request for the development of the RivCoONE Coordinated Care System for the Integrated Service Delivery (ISD) Initiative with Amazon Web Services (AWS).

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

☒ Single Source ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☐ Supplier Quote ☐ Supplier Sole Source Letter ☒ Final draft agreement
☒ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement
☐ Other: _____

1. Requested Supplier Name: Amazon Web Services, Inc. (AWS) Supplier ID: 0000241814

a. Describe the goods/service being requested: The acquisition of a Coordinated Care System – Enterprise Data Solution platform in support of County Board Resolution Number 2021-180 for the development of an Integrated and Comprehensive County Health and Human Services System and Coordinated Care Model.

b. Explain the unique features of the goods/services being requested from this supplier: The provision of a cloud-based platform that integrates health and human services at the scale and level of complexity required to provide services to multiple County departments.

- c. What are the operational benefits to your department? Utilizing the AWS platform will enable the County to expedite the development of the System of Integration by efficiently building the core infrastructure, including connectors to collect data from departmental systems, an identity resolution system for accurate constituent identification across platforms, and a data lake for normalizing and storing information from various sources. AWS's collaboration with front-end developers, such as Slalom, Inc., serves as a powerful accelerator, allowing tasks to be completed simultaneously and more efficiently. This parallel approach will shorten the time to production while reducing project risks, resulting in faster implementation and greater operational agility for the County.
- d. Provide details on any cost benefits/discounts. Historically, AWS offers significant cost benefits, including a 70% savings on storage costs for data in data lakes. AWS has also lowered prices 129 times since 2006, providing continuous cost savings. In addition, AWS focuses on reducing total cost of ownership while maximizing return on investment over the long term. These advantages make AWS a highly flexible, transparent, and cost-effective solution for cloud infrastructure. There are no costs associated with AWS at this time.
2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

SMO

☒ Yes

☐ No

- a. If yes, please explain why you are requesting to utilize an SSJ process. Meeting the requirement involved a unique approach, as no existing platforms integrate health and human services at the scale and complexity needed by Riverside County. County Purchasing on behalf of RCIT issued a Request for Information (RFI) #ITARC-504 for Data Integration Solution. A committee representing RCIT, DPSS, RUHS, OoA, and ISD/OSI reviewed RFI responses and selected AWS as the platform for the RivCoONE Coordinated Care System for the Integrated Service Delivery (ISD) initiative. Additionally, County Counsel determined that the housing of patient healthcare information (PHI) in a cloud environment required a direct business associate agreement (BAA) and enterprise agreement (EA) with the provider, excluding the option to utilize a reseller through a cooperative agreement or existing contract. Understanding that a department may not award through an RFI process, RCIT seeks to partner with AWS via SSJ.
3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

☐ Yes SSJ# _____

☒ No

a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:

The table below reflects the total costs per fiscal year. Additional compensation may be necessary to complete the stated scope of work.

There are no current costs associated with AWS cloud hosting for this project. Should there be costs in the future, an additional sole request will be submitted for review and approval.

5. Period of Performance: March 24, 2025, until terminated (Please note that ongoing cloud hosting will be required after the initial work is completed, and a separate agreement will be submitted via a sole source request for consideration before the termination of this agreement.)

Ratify Start Date (if applicable): N/A


Initial Term Start Date: March 24, 2025 End Date: Until terminated

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/End Date: Until terminated

6. Projected Board of Supervisor Date (if applicable): March 11, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

| | | |
|---------------------------------------|--|-------------------------------|
| <u>Jim Smith</u> Print Name |  Department Head Signature (Executive Level Designee) | <u>2-27-25</u> Date |
|---------------------------------------|--|-------------------------------|

.....
PCS Reviewed:

| | | |
|--------------------------------------|---|-------------------------------------|
| <u>Rick Hai</u> Print Name | <u>Richard R. Hai</u> Signature | <u>03 March 2025</u> Date |
|--------------------------------------|---|-------------------------------------|

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

☐ One-time \$_____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost \$0

☐ Aggregate Amount \$_____

Stacy Orton

Purchasing Agent Signature

03/03/25

Date

25-122

Tracking Number

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Date: February 26, 2025

From: Jim Smith, Chief Information Officer

To: Purchasing Agent

Via: Krishna Lawrence, Administrative Services Analyst II

Subject: Request for the development of the RivCoONE Coordinated Care System for the Integrated Service Delivery (ISD) Initiative with Slalom, Inc.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

☒ Single Source ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☐ Supplier Quote ☐ Supplier Sole Source Letter ☒ Final draft agreement
☒ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement
☐ Other: _____

1. Requested Supplier Name: Slalom, Inc. Supplier ID: 0000267039

- a. Describe the goods/service being requested: Professional services in support of County Board Resolution Number 2021-180 for the development of an Integrated and Comprehensive County Health and Human Services System and Coordinated Care Model.
- b. Explain the unique features of the goods/services being requested from this supplier: Delivery of the core infrastructure, including data lake architecture and identity resolution and management of the RivCoONE's Coordinated Care System – Enterprise Data Solution. As an AWS Premier Development Partner, Slalom, has demonstrated experience and expertise building similar data sharing and coordination systems within hospital systems and county governments nationwide.

Their scale, specific experience, and staff skillsets make them uniquely qualified to meet the requirements to build and deploy the Data Integration Solution.

c. What are the operational benefits to your department? This initiative aims to create an integrated system that combines the services, work, and data of multiple County departments and community organizations to support vulnerable residents. The technology strategy focuses on three key components: a public-facing engagement system, a performance tracking system for key indicators, and an integration system that connects data platforms from health and human services providers. This data hub will offer a comprehensive view of services, improving coordination and service delivery. The initiative seeks to enhance health, self-sufficiency, and well-being outcomes for Riverside County residents by creating efficient, person-centered models of care. It will streamline processes, improve data sharing, and develop guidelines for client data access to optimize service delivery, increase operational efficiency, and strengthen partnerships. Cross-departmental coordination and data sharing will be crucial to advancing client-centered care and improving overall service outcomes.

d. Provide details on any cost benefits/discounts. The project is structured with an invoicing schedule tied to 4-week sprints, with deliverables and progress reviews at each stage. This model provides transparency and flexibility, with fees billed based on actual hours worked and clear guidelines for expense reimbursement. The cost structure's benefit lies in its alignment with project milestones and deliverables, offering predictability compared to other models that may rely on flat fees or fixed-price contracts. Additionally, the ability to adjust for changes or extended work is accounted for through change orders and the warranty period for bug fixes.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☒ Yes

☐ No

a. If yes, please explain why you are requesting to utilize an SSJ process? Meeting the requirement involved a unique approach, as no existing platforms integrate health and human services at the scale and complexity needed by Riverside County. County Purchasing on behalf of RCIT issued a Request for Information (RFI) #ITARC-504 for Data Integration Solution. A committee representing RCIT, DPSS, RUHS, OoA, and ISD/OSI review RFI responses and selected AWS as the platform for the RivCoONE Coordinated Care System for the Integrated Service Delivery (ISD) initiative. The County then worked with AWS's Digital Transformation Team (D2T) to identify a Premier Development Partner that best matched the County's needs and objectives. Understanding that a department may not award through an RFI process, RCIT seeks to partner with Slalom via SSJ.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

☐ Yes SSJ# _____ ☒ No

a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:

The table below reflects the total costs per fiscal year. Additional compensation may be necessary to complete the stated scope of work.

| Description: | FY 24/25 | FY 25/26 | FY 26/27 | FY 27/28 | Total |
|--------------------|-------------|-------------|----------|----------|-------------|
| One-time Costs: | | | | | |
| Slalom, Inc. | \$1,200,000 | \$4,000,000 | \$0.00 | \$0.00 | \$5,200,000 |
| Total Costs | | | | | |

5. Period of Performance: March 24, 2025, through March 23, 2026

Ratify Start Date (if applicable): N/A

Initial Term Start Date: March 24, 2025 End Date: March 23, 2026

Number of renewal options (please provide those options: (i.e., one yer with an option to renew four additional one-year periods): One year with an option to renew two additional one-year periods

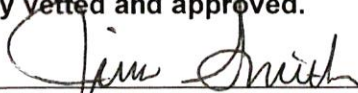
Aggregate Term/End Date: March 24, 2028

6. Projected Board of Supervisor Date (if applicable): March 11, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Jim Smith

Print Name



Department Head Signature
(Executive Level Designee)

2-27-25

Date

.....

PCS Reviewed:

Rick Hai

Print Name

Richard R. Hai

Signature

03 March 2025

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....
The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

☐ One-time \$_____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 5,200,000

☐ Aggregate Amount \$_____

Stacy Orton

Purchasing Agent Signature

3/3/2025

Date

25-123

Tracking Number

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



SCHEDULE A
BUDGET ADJUSTMENT FY 2024/2025

Increase appropriations:

| | | |
|-------------------------|--------------------------------------|-----------------|
| 45500-7400100000-525440 | Professional Services (Slalom, Inc.) | \$1,200,000 |
| 45500-7400100000-525440 | Professional Services (Esri) | \$ 200,000 |
| 10000-1101000000-551100 | Contribution to Other Funds | \$1,480,000 |
| 11210-1111500000-510040 | Regular Salaries | <u>\$80,000</u> |
| | Total Increase to Appropriations | \$2,960,000 |

Increase estimated revenues:

| | | |
|-------------------------|-------------------------------|-----------------|
| 45500-7400100000-790600 | Contrib Fr Other County Funds | \$1,400,000 |
| 11210-1111500000-790600 | Contrib Fr Other County Funds | <u>\$80,000</u> |
| | Total Increase to Revenues | \$1,480,000 |

Anticipated Use of unassigned fund balance:

| | | |
|-------------------------|-------------------------|-------------|
| 10000-1101000000-370100 | Unassigned Fund Balance | \$1,480,000 |
|-------------------------|-------------------------|-------------|

Decrease Appropriations:

| | | |
|-------------------------|-----------------------------------|-------------|
| 10000-1109000000-581000 | EO-Approp for Contingency-General | \$1,480,000 |
|-------------------------|-----------------------------------|-------------|

Anticipated Increase in Unassigned Fund Balance:

| | | |
|-------------------------|-------------------------|-------------|
| 10000-1109000000-370100 | Unassigned Fund Balance | \$1,480,000 |
|-------------------------|-------------------------|-------------|