

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CONDUENT HEALTHY COMMUNITIES CORPORATION
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025**

This Professional Services Agreement (the “Agreement”), entered into this 31th day of March, 2023 (“Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Conduent Healthy Communities Corporation a California corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), desires to retain a qualified professional to provide a web-based software program for a community-facing health data dashboard and hosting and maintenance/support services for said dashboard; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the software hosting, maintenance, and support services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services (“Services”), which is attached to and incorporated herein by reference as if set forth in full. In providing such Services, CONTRACTOR agrees to fully cooperate with the DHHS – Public Health Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on the Effective Date and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. Either party may, upon thirty (30) days’ prior written notice, terminate this Agreement, in the event of a material breach by the other party of its obligations under this Agreement and if the breach is not cured within thirty (30) days after receipt of the notice of breach.

B. Termination without Cause. Either party may terminate this Agreement without cause upon ninety (90) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY’s obligations under this Agreement are

contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR thirty (30) days advance written notice of its intent to terminate this Agreement due to insufficient funding. Notwithstanding anything to the contrary, COUNTY shall be responsible for the payment of all Services rendered prior to the date of termination.

- D. Termination for Non-payment. CONTRACTOR will have the option, but not the obligation, to terminate this Agreement or suspend performance of the Services if COUNTY fails to pay when due undisputed amounts owing to CONTRACTOR and COUNTY fails to cure such failure within thirty (30) days after written notice from CONTRACTOR.
- E. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all Services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is seventy-nine thousand eight hundred twenty-five Dollars (\$79,825.00). In no event shall the maximum amount paid under this Agreement exceed twenty-eight thousand three hundred twenty-five Dollars (\$28,325) for fiscal year 2022-2023, twenty-five thousand seven hundred fifty Dollars (\$25,750) for fiscal year 2023-2024, and twenty-five thousand seven hundred fifty Dollars (\$25,750) for fiscal year 2024-2025; however, if the full allowed expense in the prior fiscal years is not expended the remaining amount shall be carried over into the next fiscal year. CONTRACTOR agrees to perform all Services required by this Agreement for an amount not to exceed such maximum dollar amount. COUNTY acknowledges and agrees CONTRACTOR has no obligation to perform Services once the not to exceed such maximum dollar amount has been reached. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by written amendment signed by both parties, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without the prior written agreement of the parties.

5. PAYMENT:

- A. Payment Terms: CONTRACTOR shall submit to COUNTY monthly invoices itemizing any and all Services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in CONTRACTOR's standard format, and shall include any and all appropriate backup documentation as specified, by Director and the Humboldt County Auditor-Controller. Payment for Services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the submission of invoices. COUNTY shall pay CONTRACTOR all amounts owed unless disputed

in good faith per the process defined in this Agreement. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Public Health
 Attention: Financial Services
 507 F Street
 Eureka, California 95501

- B. Fee Dispute. In the event that COUNTY disputes any portion of any amount due under an invoice, COUNTY shall notify CONTRACTOR, in writing, within ten (10) business days of receiving the invoice, of the line items in dispute and will describe COUNTY’s reason for disputing each such item. COUNTY and CONTRACTOR shall negotiate in good faith to reach settlement of any line items that are the subject of such dispute. If COUNTY does not provide CONTRACTOR notice of a fee dispute as described herein, the invoice shall be deemed accepted and paid. For the avoidance of doubt, COUNTY shall timely pay all undisputed invoices in accordance with the terms of this Agreement.
- C. Expenses. COUNTY shall reimburse CONTRACTOR for pre-approved, actual, reasonable travel and out-of-pocket expenses incurred in connection with the Services.
- D. Transaction Taxes. All amounts payable under this Agreement are exclusive of any and all Transaction Taxes. If it is determined that taxes need to be paid for products or services included in this contract, CONTRACTOR will send a notice to the COUNTY with a request for an amendment. COUNTY shall pay, reimburse, and indemnify CONTRACTOR for any and all taxes that are required to be paid in respect of any transaction and resulting amounts payable under this Agreement and any transaction documents, including but not limited to sales, use, value added services, rental, excise, transactionally based gross receipts, and privilege taxes, plus any interest and/or penalty thereon (“Transaction Taxes”). Transaction Taxes do not include (i) any taxes on CONTRACTOR’s income or taxes in lieu of such income taxes, capital, property, employment or the privilege of doing business, or (ii) taxes on any goods and services used or consumed in performing the Services (including services obtained from subcontractors and/or CONTRACTOR affiliates) where the tax is imposed on CONTRACTOR’s acquisition or use of such goods and services and the amount of tax is measured by CONTRACTOR’s costs in acquiring, or the value associated with such goods and services. Transaction Taxes will be included in CONTRACTOR’s invoice unless (i) the COUNTY timely provides, and CONTRACTOR accepts proof of the COUNTY’s tax-exempt status or (ii) CONTRACTOR is not registered to collect Transaction Taxes in a particular tax jurisdiction, in which case the COUNTY shall be responsible for self-reporting and remitting Transaction Taxes directly to the taxing authority. If a taxing authority determines CONTRACTOR did not collect all Transaction Taxes, the COUNTY shall remain liable to CONTRACTOR for such additional Transaction Taxes. CONTRACTOR and the COUNTY each agree to take commercially reasonable steps to cooperate with each other in order to minimize Transaction Taxes imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law. CONTRACTOR and the COUNTY agree that each of (i) the legal entity issuing an invoice and receiving a payment, and (ii) the legal entity receiving such invoice and making such payment, shall be organized in the United States. Prior to the first payment by the COUNTY pursuant to this Agreement, CONTRACTOR shall provide to the COUNTY a properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, claiming an exemption from backup withholding. Upon receipt of such form, the COUNTY shall not withhold any portion of the payments made pursuant to this Agreement.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health
Attention: Rachel Patterson, Administrative Analyst II
529 I Street Eureka, California 95501

CONTRACTOR: Conduent Healthy Communities Corporation
Attention: Healthcare Group President 100 Campus Drive, Suite 200
Florham Park, NJ 07932
With a copy to: Conduent Law Department
And an electronic copy to: clientcontracts@conduent.com

7. REPORTS:

At COUNTY's cost, CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and time and effort records, documents and other evidence relating to the Services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the Services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the Services provided

pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit, not to exceed \$25,000. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations. Written notification of an audit must be provided to CONTRACTOR at least sixty (60) calendar days in advance of the requested audit start date. Such written notification shall, at a minimum, provide a summary of the audit scope, include a document request list, and specify the estimated timeframe or timeline of the audit. Such written notification shall be sent in accordance with the Notice section herein with copies to the Conduent Chief Risk Officer, Account Manager/Client Partner, and Conduent Law Department at clientcontracts@conduent.com. CONTRACTOR shall cooperate with corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures, or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state, or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time. In the performance of this Agreement, COUNTY may receive information that is confidential and/or proprietary to CONTRACTOR. COUNTY hereby agrees to protect and safeguard all confidential and/or proprietary information with a commercially reasonable degree of care and not to disclose any such information to any person or entity unless such person or entity has a need to know and is bound by written confidentiality obligations.

B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that, at the time of executing this Agreement, it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INTELLECTUAL PROPERTY:

- A. Licenses. During the Term and in consideration for COUNTY's payment of fees as defined in this Agreement, CONTRACTOR grants to COUNTY non-exclusive, non-transferable, non-sublicensable, license to (i) access and remotely interact with the Platform (as defined below) implementation site and allow users of the Platform ("Users") such access and interaction; (ii) use CONTRACTOR's Trademarks (as defined below) solely as defined in this Section 14; (iii) access Platform utilization data; (iv) access error corrections to the Platform, including fixes to problems in software, but excluding additional options, enhancements, and/or new features. COUNTY grants to CONTRACTOR a worldwide, non-exclusive, royalty free license to use, reproduce, distribute, perform, and display any and all content it provides to CONTRACTOR in connection with the Platform and this Agreement.
- B. Trademarks. CONTRACTOR and COUNTY each grant to the other a limited, non-exclusive, non-sublicensable, worldwide license to use the other's trademarks, trade names, copyrights, logos, and trade dress (collectively, "Trademarks") only as necessary to fulfill each Party's obligations under this Agreement during the Term. CONTRACTOR and COUNTY each agree that the quality of its manner of use of the other's Trademarks shall be high. CONTRACTOR and COUNTY may each terminate the other's use of such Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such issue is not cured within ten (10) days of notice thereof. Each Party agrees not to contest the other Party's ownership of its Trademarks, not to disparage or call into question the validity, value, or ownership thereof, and not to use any of the other Party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights, licenses or uses whatsoever in or to the CONTRACTOR Platform of CONTRACTOR's Trademarks are granted to COUNTY. CONTRACTOR is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, through the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CONTRACTOR Platform and any associated and derivative intellectual property,

all website usage statistics (system utilization data), all new features and enhancements to the Platform, and any Deliverables and Services provided under this Agreement.

- C. Protections. CONTRACTOR and COUNTY shall cooperate to police and protect the Platform and its associated intellectual property notices on all copies COUNTY produces or reproduces of the Platform and associated data, screens, and software, and shall not remove any CONTRACTOR intellectual property notices from any materials. Any website through which a User interacts with the Platform shall have, at a minimum, attribution to CONTRACTOR for creating and operating the website and Services, including a “Powered by Healthy Communities Network” clickable link in the navigation header of all pages, CONTRACTOR copyright notices on all pages, and appropriate credit for the Platform and links back to CONTRACTOR in any “about us” section.

15. INDEMNIFICATION:

Hold Harmless, Defense and Indemnification by CONTRACTOR. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees from and against any and all claims and demands by a third party for losses, damages and liabilities of any kind or nature, including, without limitation, reasonable attorney’s fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR’s (a) negligent acts or omissions or willful misconduct of CONTRACTOR personnel located in any COUNTY facility while performing under this Agreement which causes bodily injury or death or physical damage to tangible property; (b) CONTRACTOR’s breach of its obligations with respect to COUNTY’s confidential information; (c) any claim of intellectual property, trade secret infringement, or similar claims made by a third party; or (d) any theft or misappropriation of COUNTY’s funds by CONTRACTOR or any of CONTRACTOR’s employees.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR’s indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR’s responsibilities are changed in such a way that driving

will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. 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 be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

A. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of the COUNTY may be endorsed onto the CONTRACTOR's Cyber Liability Policy as covered property as follows:

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 the 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.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Conduent Healthy Communities Corporation
100 Campus Drive, Suite 200
Florham Park, NJ 07932
Attn: General Manager, Healthcare

COPY TO: Conduent Healthy Communities Corporation
100 Campus Drive, Suite 200
Florham Park, NJ 07932
Attn: Legal Department

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement and as defined herein.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the Services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall

be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as applicable and mutually agreed upon as of the effective date thereof. Provided, however, that any amendment to applicable laws that increases the cost to CONTRACTOR of performing the Services will be addressed by the parties in an amendment.

21. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. NON-SOLICITATION:

COUNTY will not solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of CONTRACTOR's Personnel or the Personnel of its affiliates, during their participation in the Services or during the twelve (12) months after the conclusion of such participation. "Personnel" includes any individual or company CONTRACTOR employs or has employed as a partner, employee, or independent contractor and with which COUNTY comes into direct contact in the course of the Services. However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

28. AMENDMENT:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

29. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports created by CONTRACTOR for COUNTY, as defined in Exhibit A to this Agreement shall become the property of COUNTY, after all undisputed invoices are paid by COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California.

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from both parties prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by the media related to this Agreement before such interviews take place; and both parties shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the Services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set

forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.E – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing. The party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

39. PERFORMANCE OF SERVICES:

CONTRACTOR will perform the Services in a workmanlike manner in substantial compliance with Exhibit A – Scope of Services. If CONTRACTOR fails to perform the Services as represented in this Section and COUNTY reports such failure to CONTRACTOR within ten (10) days after completion of such Services, CONTRACTOR will, at its expense, use commercially reasonable efforts to re-perform the Services to the standards stated herein.

40. NO OTHER WARRANTIES:

EXCEPT AS SET FORTH IN THIS AGREEMENT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A SPECIFIC PURPOSE. Except for the limited representations provided herein, all Services and other materials delivered by CONTRACTOR (“Deliverables”) are provided on an “AS IS” basis. COUNTY acknowledges that CONTRACTOR’s Deliverables and Services are not a substitute for legal advice in meeting federal, state, or local regulations for conducting community health needs assessments or providing health information to communities.

41. LIMITATION OF LIABILITY:

- A. Limit on Types of Damages Recoverable. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. Limit on Amount of Damages Recoverable. CONTRACTOR’s cumulative aggregate liability, whether in contract, tort, or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of (i) actual damages incurred by COUNTY as a result of the event(s) giving rise to the liability, or (ii) the amounts paid for the Services for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

42. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

43. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

44. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CONDUENT HEALTHY COMMUNITIES CORPORATION:

By: DocuSigned by:
William C Nicholson
0EF2D85D818C4B7... _____ Date: 3/22/2023
 William C. Nicholson
 General Manager

By: DocuSigned by:
Jen Thompson
119A2995643D4CE... _____ Date: 3/22/2023
 Jen Thompson
 Director, Healthy Communities Corporation

COUNTY OF HUMBOLDT:

By: _____ Date: _____
 Steve Madrone, Chair
 Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman _____ Date: 3-24-2023
 Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – Conduent’s Certificates of Insurance

EXHIBIT A
SCOPE OF SERVICES
CONDUENT HEALTHY COMMUNITIES CORPORATION
For Fiscal Years 2022-2023 through 2024-2025

The CONTRACTOR is to provide end-to-end support needed to develop and maintain a publicly available web-hosted platform (the “Platform”) that supports various community health improvement efforts including data dashboards, Community Health Assessments (“CHA”), and Community Health Improvement Plans (“CHIP”), or “Services”. DHHS – Public Health’s most recent CHA and CHIP documents can be found on the County of Humboldt website located here: <https://humboldt.gov/2668/Public-Health-Data>.

1. SERVICES:

The CONTRACTOR will provide a software tool and training services to COUNTY to enable COUNTY to launch and maintain a community health data dashboard. CONTRACTOR will help COUNTY with any customizations needed for the dashboard.

Provision of Community Health Dashboard Hosting and Maintenance Services.

The CONTRACTOR will provide pursuant to the terms and conditions of the Agreement shall include, without limitation:

1. Community health dashboard Platform – Web-hosted data dashboard that houses all chosen community health indicators on one website with the ability to search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. The community dashboard should include maps, charts and other visualizations. The community health dashboard should include the capability to upload local data by DHHS – Public Health staff. The community health dashboard should allow Users to download data in CSV and other file types.
2. Goal alignment and tracking capabilities – The community health dashboard Platform must also include capabilities to create CHAs and CHIPs, allowing for multiple formats to communicate updates and progress to add context and connect data to community goals.
3. Data management – The CONTRACTOR will provide and manage a list of core community health and quality of life indicators, including the ability to compare and benchmark against other geographies.
4. Web-hosting capability – The CONTRACTOR will have the ability to host the website that houses the community dashboard.
5. Web design and custom branding support – The CONTRACTOR will provide tailored support for creating a customized website and dashboard.
6. Site administrator training and customer support services – The CONTRACTOR will provide customer support services including tailored trainings on website features and system administration, the opportunity for regularly scheduled check-in meetings post-website launch and ongoing access to training videos and support materials.

2. ACCEPTANCE CRITERIA.

In the event that COUNTY and CONTRACTOR enter into an additional schedule whereby COUNTY

engages CONTRACTOR to provide deliverable(s) to COUNTY, this section shall govern acceptance of such deliverable(s). COUNTY shall have a period of thirty (30) days in which to test the deliverable(s) to determine whether it conforms to the requirements as defined in the applicable schedule (“Acceptance Period”). The Acceptance Period shall commence when the deliverable(s) are provided to COUNTY for testing. Following the conclusion of the Acceptance Period, COUNTY shall notify CONTRACTOR whether the deliverable(s) do not conform to the requirements defined in the applicable Schedule. If COUNTY does not communicate a non-conformity to CONTRACTOR by the expiration of the Acceptance Period, the deliverable(s) shall be deemed to have been accepted. In the event that the deliverable(s) do not conform to the requirements, CONTRACTOR shall, at its expense, use commercially reasonable efforts to correct the non-conformities.

3. RESTRICTIONS:

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR’s responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

4. SCHEDULE:

The following timeline outlines the typical implementation process. The timeline will be refined upon Agreement signing and is dependent on each party meeting defined project dates for milestones.

Work Step	Task Owner	Completion Date
Contract signed	CHCC/Client	Agreement Sign Date
Orientation Call	CHCC/Client	Upon Agreement signing
Kickoff Meeting (optional)	CHCC/Client	1-4 weeks from Effective Date
Access to training materials and ability to add local content begins	CHCC/Client	8-12 weeks from Effective Date
Site Branding Completed	CHCC/Client	10-12 weeks from Effective Date
Completion of CHCC-maintained core system of content including Core Indicators and Community Dashboards/Beginning of licensing period	CHCC	12-14 weeks from Effective Date; exact date to be notified to Client by CHCC and to be referred to as the “Licensing Period Start Date”
Milestone sign-off, acknowledging core content completion and Licensing Period Start Date. Licensing Period Start Date will not be dependent on content and customization by Client.	Client	12-14 weeks from Effective Date
Ongoing site maintenance and content updates	CHCC	Ongoing
Soft launch of system to internal review team	Client	Date TBD by Client
Public launch of system (optional)	Client	Date TBD by Client

5. COUNTY RESPONSIBILITIES:

COUNTY will have the following responsibilities to assist in the launch and maintenance of the site:

1. Maintain one project manager to serve as the point of contact with CONTRACTOR to lead implementation, receive website administration training and interact with CONTRACTOR during the implementation and maintenance of the Platform.
2. Provide feedback and review of site developments in a timely manner.
3. Regularly update locally maintained content.
4. Respond to brief, occasional surveys to provide feedback on CONTRACTOR Services.
5. COUNTY will allow CONTRACTOR to maintain a terms of use link and document on the Platform implementation's website for COUNTY. Users must agree to the terms of use or will not be allowed to use the Platform implementation's website. COUNTY's staff shall have first responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CONTRACTOR.

6. CHANGES AND ADDITIONS:

If new requirements or expanded requirements are identified during the specifications phase, the scope of Services in this Exhibit A shall be amended and agreed to in writing by the Parties and in advance of development. CONTRACTOR reserves the right to change the content, indicators (subject to relevance, availability and input by local partners), software and functionality of the Platform from time to time, and in accordance with any regulatory requirements and then-current product specifications.

EXHIBIT B
SCHEDULE OF RATES
CONDUENT HEALTHY COMMUNITIES CORPORATION
For Fiscal Years 2022-2023 through 2024-2025

A. Personnel Costs	
<i>formula for salary calculations and any benefits should be clearly identified</i>	
Title: Key Personnel (Account Manager, Community Data Analyst, Director of Client Services, Director of Community & Data Analytics) Hourly Rate of Pay or Salary Calculation: 8% of Average Salary and Benefits for Account Manager and Community Data Analyst, + 2% of Average Salary and Benefits for Director Level Positions (30 month contract term) Duties Description: Support with implementation and maintenance of platform for duration of contract	\$43,798.77
Title: Hourly Rate of Pay or Salary Calculation: Duties Description:	\$0.00
Total Personnel Costs:	\$43,798.77
B. Operational Costs	
Item: Third Party Vendor Expenses Description: Data and software associated with HCI Platform and associated services	\$5,716.10
Item: Product Development and Maintenance Description: Conduent Technology Product Office Expenses (includes web hosting, software expenses, and personnel costs for web developers, software, engineers, and product management)	\$22,810.74
Item: Overhead and Administrative Costs Description: Shared services support for operational needs including HR, Payroll, and Billing	\$7,499.38
Total Operational Costs:	\$36,026.23
C. Supplies	
Item: Description:	\$0.00
Item: Description:	\$0.00
Item: Description:	\$0.00
Total Supplies:	\$0.00
D. Transportation/Travel (<i>Travel expenses must follow Humboldt County Travel Policy Limits</i>)	
Item: Description:	\$0.00
Item: Description:	\$0.00
Total Transportation/Travel:	\$0.00
E. Other Costs	
Item: Description:	\$0.00
Item: Description:	\$0.00

Item:	
Description:	\$0.00
Total Other Costs:	\$0.00
Grant Total* :	\$79,825.00

COUNTY shall compensate CONTRACTOR for the Services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

Description	Fee
Setup (one-time fee) Orientation Call Kickoff Meeting Access to training materials and ability to add local content Site Branding Completion of CHCC-maintained core system content including Core Indicators and Community Dashboards	\$15,450
Annual License for Platform includes: Community Health Dashboard Platform Standard Dashboards (All Data Dashboard, Demographics Dashboard, Disparities Dashboard, Healthy People 2030 Tracker), Unlimited Custom Dashboards, Indicator Detail Pages, Data Exploration and Download, Local Indicator Integration, ADA Accessibility and Mobile Friendly Goal Alignment and Tracking Capabilities Data Management 255 health, social, and economic indicators SocioNeeds Index ® Suite – Health Equity Index, Food Insecurity Index, Mental Health Index Demographics – U.S. Census Bureau QuickFacts Profile Web Hosting by CHCC WebDesign and Customization (maintenance) ADA Accessibility and Mobile Friendly Stand-alone website branding, custom navigation, custom web pages and Stories Site Administrator Training and Customer Support Services Implementation Training and Customer Support Maintenance Customer Support Conduent Peer Network Other Platform Resource Features Promising Practices, Resources Library, Funding Opportunities, CHNA Guide, Location Report Builder, Topic Centers, Collaborator Tool	\$25,750
Total Year 1 Fee (Setup + Annual License Fee)	\$41,200
Total Year 2 Fee (Annual License Fee only)	\$25,750
Total Year 3 Fee (Annual License Fee pro-rated for 6 months)	\$12,875
Total 30 Month Contract Value (Set-up + Annual licensing for 2 years + 6-month pro-rated fee)	\$79,825

Fluctuations of up to ten percent (10%) of salary calculations to account for wage increases, new hires, *etc.*, are allowable if total amount of personnel costs category does not increase.

Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

BILLING SCHEDULE

The Year-1 Fee shall be comprised of the One-Time Setup Fee plus the Recurring Annual License Fee to be billed in two installments, one-half on the Effective Date and one-half on the Licensing Period Start Date. Thereafter, CONTRACTOR shall bill the Annual License Fee in one installment on each anniversary of the Licensing Period Start Date.

COUNTY shall be responsible for designating, in writing to CONTRACTOR, an individual as the billing contact to receive invoices and interact with CONTRACTOR on billing matters. COUNTY shall provide prompt written notice to CONTRACTOR in the event that the COUNTY billing contact is going to change.



Conduent Healthy Communities Corp.
100 Campus Drive
Suite 200
Florham Park NJ 07932

Page Number: 1
Date: 12/30/2022

Customer: Customer Number

Please Remit Payments To:
Conduent Business Services, LLC
P.O. Box 201322
Dallas TX 75320-1322

SOLD

TO: Client Name
Client Address

SHIP

TO: Client Name
Client Address

Amount Enclosed:

[Grey box for amount enclosed]

CUSTOMER P.O.	ORDER #	PAYMENT TERMS		DUE DATE	
		NET 30		1/29/2023	
ITEM NUMBER	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
424314	Standalone Platform License HCI Standalone Platform License, licensing period of 1/1/23-12/31/23	LS	1	\$	\$

ATTENTION : For us to identify and apply funds properly, please specify the invoice number on the remittance.

For Invoice Questions Call:

Account Manager Name and Phone #

Or Email: Account Manager Email

Subtotal:	\$
Tax:	
Total: USD	\$