

## 1.0. Introductory Letter

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To: Humboldt County Department of Health and Human Services – Contract Unit  
DHHS-ContractUnit@co.humboldt.ca.us

Thank you for the opportunity to submit this proposal for the Healthy Communities Institute (HCI) Platform, a customizable web-based platform with powerful analytical tools and access to continuously updated population health and socioeconomic data to track and display your community health assessment and improvement plan. Conduent Healthy Communities Corporation (CHCC) has over 14 years' experience supporting community health dashboards and currently supports about 100 platforms across the U.S. With a full range of features, including customizable community health dashboards, the HCI Platform brings stakeholders together to collaborate for community health improvement. When you work with CHCC, here is what you'll be getting:

- **Dedicated Customer Success Team.** We love working with our clients and are committed to providing end-to-end support for your HCI Platform. Each HCI Platform is supported by a dedicated team including an account manager and community data analyst throughout the term of the contract. Please consider us part of your team!
- **Diverse and Collaborative Team Members.** We are a diverse team with backgrounds in community health, public health, global health, epidemiology, data analysis, GIS mapping, data visualization, web design and development, and more. We love working collaboratively with each other to come up with new ideas and solutions to meet our clients' needs.

**Strong Foundation in Community Health Data and Analytics.** We focus on using the most credible data sources and providing tools to compare and visualize trends and disparities. Each HCI Platform includes 150+ health and quality of life indicators. Our custom dashboards and visualizations help you track local community-level measures over time and in comparison to state and national values, and local or national targets.

- **Expertise in Web Design and Technology.** Our expert team has designed the HCI Platform with the novice user in mind. Local branding, data, and content to support your CHA can be easily integrated on your HCI Platform with no prior experience.

We hope to have the opportunity to work with you and your team soon!

The CHCC Team

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**3.0. Signature Affidavit**

Attached as Exhibit A.

#### **4.0. Professional Profile**

##### **A. Organization Overview**

###### **1. Organization Name, Location, Mission Statement, and Certifications**

Conduent Healthy Communities Corporation (CHCC) is composed of a multi-disciplinary team of public health professionals with a mission to strengthen the health and well-being of communities through our data platform insights and public health consulting services. CHCC is a corporation and is a wholly owned subsidiary of Conduent, headquartered in New Jersey with offices across the U.S. and globally. CHCC is licensed to conduct business in the state of California. CHCC is a fully remote team with team members based across the United States as well as in Latin America and the Philippines. Services are provided in accordance with client's time zones and preferred working hours. CHCC has an annual revenue of approximately \$5 million and direct operating expenses of approximately \$4 million (exclusive of shared services operational support of the parent organization, Conduent). CHCC currently has a staff of 33 full-time employees. An organizational chart of CHCC's team members is shared in Section B.1 of this proposal.

###### **2. Current and Previous Business Activities**

###### **a. History of CHCC and How Innovation is Fostered**

CHCC is rooted in work started in 2002 in concert with the Healthy Cities Movement at the University of California at Berkeley. Founding members of the CHCC undertook pilot projects as part of the Healthy Communities Foundation between 2003 and 2007. The Healthy Communities Institute (HCI) Platform was first sold commercially in 2008. HCI was acquired by Xerox in 2015, from which business services were split off into a new company, Conduent, in 2017. CHCC remains part of the Conduent family, which provides services to public and private agencies across the healthcare ecosystem.

CHCC supports a culture of continuous quality improvement and innovation. Quality is one of the three focus areas of CHCC's annual strategic plan, with goals to better support current clients with development of our product and services. To ensure collaboration between CHCC's cross-functional teams (Client Services, Consulting Services, Community Data, and Product Development), process improvement workgroups meet regularly to develop and execute on improvements to the HCI Platform. To ensure accountability of CHCC goals for quality, CHCC dedicates its first staff meeting of the month to sharing progress for quality improvement activities. CHCC conducts regular product and data updates for the HCI Platform. As an example, in 2021, CHCC implemented five major product releases including new HCI Platform features, front-end improvements, improvements to the Indicator Management System, and development improvements.

Client feedback is an important consideration for high-quality performance and innovation. Conduent conducts an annual "Voice of Client Survey" to understand client experiences and inform improvement efforts. The following feedback related to innovation and quality was

received by a Public Health Coordinator at County Government Agency in Conduent's most recent Voice of Client Survey, **"I have worked with several web-based platforms and Conduent by far has exceeded my expectations as far as quality and innovation are concerned."** Another partner of a collaborative noted, **"The data indicators are incredible, the website is constantly improving, and the account management is superb."** CHCC's Client Services team also regularly conduct client surveys related to features and user experience of the HCI Platform to ensure that client feedback is considered when developing technology and services. Finally, CHCC account managers meet regularly with clients and share best practices and learnings across teams.

CHCC supports internal professional development and knowledge sharing. An Internal Knowledge Sharing workgroup identifies and coordinates trainings for professional development specific to CHCC's work to ensure that team members are up to date on current best practices for community health improvement. CHCC also has an active internal team focused on Social Justice and Health Equity to ensure that our internal practices as well as solutions uphold values of equity, social justice, and inclusivity.

**b. Number of Years Operating Under Present Name**

Conduent Healthy Communities Corporation (CHCC) has been operating under its present organization name since April 2017. Prior to that, the organization has provided equivalent services as Conduent Healthy Communities Institute, Healthy Communities Institute, and Healthy Communities Institute Corporation.

**c. Number of Years Providing Community Health Data Dashboard.**

CHCC has been providing the HCI Platform for over 14 years with the first platform sold commercially in 2008.

**d. Total Number of Government Agencies Served**

CHCC has contracted with 59 health department organizations. In addition, many HCI Platforms are supported via collaboratives that include health departments as key partners.

**3. Litigation**

Conduent is subject to certain legal actions, proceedings, claims, and disputes, which arise in the ordinary course of business. Conduent references and incorporates all past and present public filings. No claims, actions or proceedings are presently pending against Conduent that may, if adversely determined, reasonably be expected to have a material adverse effect on Conduent ability to perform its obligations under this Agreement.

**4. Fraud Convictions**

To the best of Conduent's knowledge, there have been no fraud convictions related to the provision of the HCI Platform pursuant to the terms and conditions of public contracts.

**5. Debarments, Suspensions, or Other Ineligibility**

To the best of Conduent’s knowledge, there have been no prior debarments, suspensions, or other ineligibility to participate in public contracts against CHCC.

**6. Violations of Local, State, and/or Federal Regulator Requirements**

To the best of Conduent’s knowledge, there have been no prior violations of local, state and/or federal regulatory requirements related to the provision of the HCI Platform.

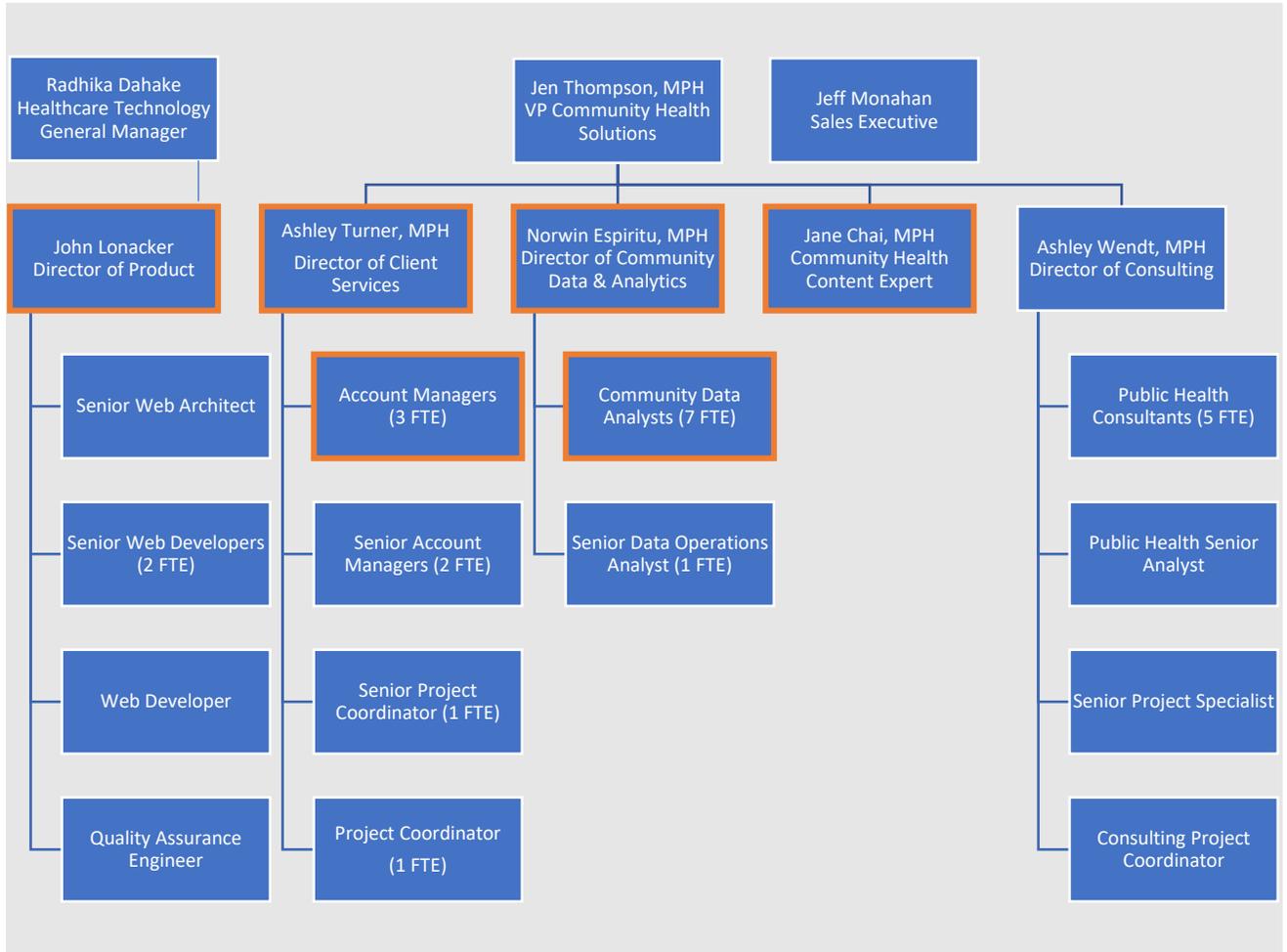
**7. Controlling or Financial Interest in Other Organizations**

CHCC does not have any controlling or financial interest in any other organizations. CHCC is a subsidiary of Conduent.

**B. Overview of Qualifications and Experience**

**1. CHCC Management Team, Key Personnel, and Organizational Chart**

The diagram below shows the overall organizational structure of CHCC. Jen Thompson, Vice President of Community Health Solutions, provides leadership for CHCC’s service delivery teams including Client Services, Community Data, and Consulting Services, as well as our Community Health Content Expert. Adjacent CHCC teams include Product Development and Business Development. Key personnel responsible for support of the HCI Platform for any given client are outlined in orange. Each platform is supported by one account manager and one community data analyst. Additional support is provided by the Director of Client Services, Director of Community Data & Analytics, Director of Product, and a Community Health Content Expert.



## **2. Qualifications and Experience of Key Personnel**

Each HCI Platform is supported by a team of public health professionals, including a dedicated account manager and community data analyst. CHCC's Client Services and Community Data teams are comprised of master's-level subject-matter experts, and community data analysts have expertise on data sources specific to your state(s). CHCC is available to provide training and support throughout the term of the contract. Standalone website implementations include a graphic designer to support the custom design for each platform. Below are key personnel responsible for supporting the HCI Platform. CHCC collaborates with a vendor to assist with graphic design during the Branding and Customization phase of implementation.

Elizabeth Bobo, MPH, CHES – Account Manager is a passionate community health advocate with 10+ years of experience in community development and public health programming in New Orleans and Latin America. She is a Certified Health Education Specialist and earned her master's degrees in Public Health and Spanish, along with a bachelor's degree in Spanish, Latin American Studies, and Sociology from Tulane University. Ms. Bobo works with hospitals and health systems, health departments, and community-based organizations across the U.S., including several clients in California, to support implementation and maintenance of the HCI Platform. Elizabeth will work closely with the County of Humboldt's local site administrator to ensure the successful launch of the platform and provide ongoing support throughout the term of the contract. Ms. Bobo will be the main point of contact for this Agreement, coordinating communications with other CHCC team members.

Ashley Turner, MPH – Director of Client Services has been with CHCC since 2012. In her role as the Director of Client Services, Ms. Turner oversees CHCC's Client Services team, which supports about 100 HCI Platforms across the country. She is also responsible for contract management, contributing to innovation and quality improvement for the HCI Platform, supporting strategic planning across CHCC, and ensuring client success. Ms. Turner began her career at CHCC as an account manager providing direct support to health departments, hospitals, health systems, and collaboratives. Prior to joining CHCC, Ms. Turner supported a 5-year countywide strategic planning process with her local health department utilizing the collective impact model. She earned her Master of Public Health from Tulane University.

Margaret Mysz, MPH – Community Data Analyst II has been with CHCC since 2019. As part of CHCC's Community Data team, Ms. Mysz maintains and analyzes qualitative and quantitative public health data for use on the HCI Platform and is the assigned community data analyst for California-specific data sources. She also has experience working on the Community Health Needs Assessment process, with a focus on data collection, analysis, and synthesis. Prior to joining CHCC, Margaret worked as a Public Health Epidemiologist at the Kern County Public Health Services Department in California. Ms. Mysz holds a Bachelor of Science degree in Microbiology and a Master of Public Health in Epidemiology from the University of Minnesota, Twin-Cities. Margaret will be the dedicated Community Data Analyst to ensure that data on the platform is accurate and up to date.

Norwin Espiritu, MPH – Director of Community Data & Analytics has been with CHCC since

2013. Mr. Espiritu provides leadership for CHCC's Community Data Team and their efforts in data maintenance, data offerings development, and data analysis for the HCI Platform and Consulting services. His achievements at CHCC include significant statistical programming improvements for patient-level data analyses, development, and support of community health needs assessments. Mr. Espiritu earned a bachelor's degree in public health from the University of California, Berkeley, and a Master of Public Health from Boston University.

### **Additional Supporting Roles**

John Lonacker (Lonnie) - Director of Product has been with CHCC since 2012. In his role, Lonnie translates strategic, market, client, and technology goals into functional tools on the HCI Platform. Prior to his time at CHCC, Mr. Lonacker designed desktop and mobile workflow products for hospitals and health systems as they prepared to build new facilities or transition into new spaces. He holds a Bachelor of Arts degree in Psychology with a concentration in Cognitive Science from the University of California, Los Angeles. Mr. Lonacker also holds several industry-leading certifications in Product Management and design.

Jane Chai, MPH – Community Health Content Expert has been with CHCC since 2020. Ms. Chai has worked in the field of community health for more than 20 years on a range of topics. Prior to joining CHCC, Ms. Chai worked at the local health department serving Orange County, California for 15 years, with seven years as the Accreditation Coordinator. In that role, she led efforts around community health planning, strategic planning, quality improvement, and workforce development. Ms. Chai brings a unique perspective as a former client of the HCI Platform, providing her expertise to strengthen CHCC's solutions for community health improvement.

Andrea Pineda – Senior Project Coordinator has been with CHCC since 2019. In her role, she provides support to all account managers within Client Services and collaborates across multiple projects to improve our client's platforms. Ms. Pineda is also heavily involved in all our client newsletter communications and continuous efforts to improve CHCC's internal tools and resources. Andrea Pineda has a bachelor's degree in Graphic Design and Communications and is currently specializing in Project Management methodologies.

Co. & Co. - CHCC collaborates with Co. & Co., a graphic design studio established in 2003, as a vendor to assist with graphic design during the Branding and Customization phase of implementation. An award-winning graphic designer may join calls to support.

### **3. Overall Experience Providing Community Health Data Dashboards**

CHCC is composed of a multi-disciplinary team of public health professionals with a mission to strengthen the health and well-being of communities through our data platform insights and public health consulting services. Our team is rooted in work started in 2002 in concert with the Healthy Cities Movement at the University of California at Berkeley. CHCC is part of Conduent, which provides services to public and private agencies across the healthcare ecosystem. Over the past 14 years, CHCC has successfully supported the implementation and maintenance of community health dashboards and platforms for health departments, hospitals and health systems, community collaboratives, and non-profit organizations. CHCC currently provides end-to-end support for

about 100 HCI Platforms reaching over 500 partner organizations across the U.S. Our publicly available web-hosted platform supports distribution of community health data via data dashboards, detailed webpages for each indicator, and local custom content.

We are a diverse team with backgrounds in community health, public health, global health, epidemiology, data analysis, GIS mapping, data visualization, web design and development, and more. Our Client Services team includes masters and bachelors' level public health professionals with a background in community health. Our teams work collaboratively with each other to support our clients.

Below are some examples of successful use of the HCI Platform to support local community health data dashboards, community health assessments, and planning:

**DataShare Santa Cruz County**, [datasharescc.org](http://datasharescc.org), is a hub for sharing data, dashboards, promising practices, and local reports to support community health improvement in Santa Cruz, California. The platform houses over 475 community wellbeing indicators, including those maintained by CHCC as well as locally-maintained indicators. [Datasharescc.org](http://Datasharescc.org) shares data and information on an impressive number of local community health improvement initiatives including the Santa Cruz County CHIP, County of Santa Cruz Strategic Plan, the Food, Farming and Health Policy Council, SafeRx Opioid Safety Coalition, SafetyNet Clinic Coalition, among others. The website also includes data spotlights for featured topics; current data spotlight topics include Housing, Sexual Orientation and Gender Identity, and Transportation. The importance of [Datasharescc.org](http://Datasharescc.org) as a hub for community health improvement is exemplified in a testimonial shared on its homepage: "DataShare SCC has the largest selection of local, Santa Cruz-specific data. It is invaluable for developing narratives around what is happening in our community and starting conversations about where we are, so that we can work together for a better future."

**Healthy Northeast Ohio** uses their HCI Platform, [Healthyneo.org](http://Healthyneo.org), to support community health assessment and planning for nine counties in the region. The platform is co-administered by the Cuyahoga County Board of Health and The Center for Health Affairs. As shared at the NACCHO360 Conference this year, [Healthyneo.org](http://Healthyneo.org) has met the initial goals for its launch including providing a centralized location for shared data, decreased workload for public health department staffing, and improved economies of scale through use of a shared platform. The Platform hosts community health dashboards on a range of topics including Cuyahoga County's Community Health Needs Assessment (CHNA), Adverse Childhood Experiences (ACEs), Early Childhood Health and Wellbeing, and Childhood Lead Poisoning. Evidence of the platform's success was expressed by local Health Commissioner who provided feedback in a recent user survey that, "Having all partners with the same datasets and monitoring health changes together is a game changer." A hospital partner affirmed that "This platform revolutionizes the partners' ability to identify and monitor shared indicators and population health impact and helps us tell our story in a user-friendly dashboard."

**Central Oregon Health Council** uses its HCI Platform, [centraloregonhealthdata.org](http://centraloregonhealthdata.org), to share and track the Regional Health Assessment (RHA) and Regional Health Improvement Plan (RHIP) for its four counties and the Confederated Tribes of Warm Springs. [Centraloregondata.org](http://Centraloregondata.org) houses

more than 310 indicators, including those maintained by CHCC as well as locally-maintained indicators, and community health dashboards for its RHIP Measures. The platform hosts custom pages to share progress, data, and reports for each RHIP priority area (e.g., Poverty and Self-Sufficiency, Behavioral Health, Stable Housing, Substance and Alcohol Misuse, etc.) as well as content on local initiatives. In 2022, the Crook County Public Health leveraged data on the platform to receive an award from the CDC for “Improving Nutrition / Food Security and Community-Clinical Linkages for Rural Central Communities Through Multi-Sector Collaboration.” The project is a collaboration of a 20-person Leadership Team comprised of community representatives, organizations, and agencies. According to the Grants and Metrics Manager for Central Oregon Health Council, “The Food Insecurity Index allowed us to make the case that seven rural communities in our region experience the highest need relating to food access and correlated with economic and household hardship. This data along with other indicators on our [centraloregonhealthdata.org](http://centraloregonhealthdata.org) site provided the foundation for our application.”

### **How Qualifications Will Help Meet County’s Objective**

CHCC is composed of a multi-disciplinary team with expertise in community health improvement, informatics, public health, and strategic planning in communities across the country. CHCC’s experience, expertise, and commitment to excellence will provide unparalleled support for your community health improvement activities.

**Credible Health, Social, and Economic Data.** Since our founding, CHCC has understood the importance of showing a range of health, social, and economic data to engage health and non-health sectors in community health improvement. Our Community Data Team is composed of MPH-level and bachelor’s level staff who specialize in data analysis and reporting. When curating data, we select data across the health equity spectrum, including “downstream” indicators such as rates of mortality or disease, as well as “upstream” indicators showing living conditions, institutional inequities, and social inequities that impact health. We utilize a strict criterion to select HCI Platform Core Indicators, including review for validated methodology, data stability, credibility of the source, and regularity of publication. CHCC currently maintains 255 health, social, and economic indicators for HCI Platforms in California.

**Accessible Data Visualizations.** We know the importance of simplicity and accessibility in the design of a web-based platform for community health improvement. The CHCC team includes an expert team of developers with background and expertise in web design and data visualization. Community health dashboards on the HCI Platform include custom gauges and data visualizations designed to make it easy for stakeholders to see trends, inequities, and comparisons to benchmarks. To ensure accessibility of the HCI Platform, components are mobile responsive and community health dashboards include the ability to turn enable a “colorblind” option. Automated translation of the HCI Platform is available through Google Translate for 40+ languages.

**Tools for Community and Partner Engagement.** As community health improvement experts, we understand that our work is best achieved when community members and partners are meaningfully engaged. CHCC has continually improved the functionality of the HCI Platform to foster engagement and collaboration. The HCI Platform democratizes data, allowing all users to

create customized dashboards and local reports that can be downloaded or shared via link to support local collaboration.

To support engagement with local partners, Mini-Dashboards can be embedded on a partner website, allowing partners to display custom community dashboards that link to the HCI Platform. The platform can also easily integrate external tools for survey collection, newsletter sign-ups, or discussion boards. In 2020, CHCC launched the HCI Platform Collaborator tool, allowing local site administrators to grant specified rights to their partners to create and edit content for designated pages; the tool also allows for hidden content viewable only to administrators. User experience and engagement for the platform can be tracked through Google Analytics for each platform.

**Custom Data Scoring Tool and Proprietary Indices.** CHCC brings our expertise in data analysis to community health assessment and planning. HCI Platform site administrators can access HCI's Data Scoring Tool, which ranks all indicators utilizing a systematic summary of comparisons and grouping indicators into topic areas for higher-level ranking of community health needs during the CHA process.

Conduent's SocioNeeds Index ® Suite provides analytics around social determinants of health to advance equitable outcomes. These proprietary indices are mapped by county, zip code, and census tract to show relative need based on national distribution. Current indices include: 1) Health Equity Index, 2) Food Insecurity Index, and 3) Mental Health Index. Each index summarizes multiple health and socioeconomic indicators into one validated composite score to help identify areas for action.

**Library of 2,300+ Promising Practices.** To bridge data to action, the HCI Platform supports implementation of evidence-based practices for community health improvement with a library of 2,300+ promising practices. CHCC maintains the library based on research and publications including CDC's Guide to Community Preventive Services. Interventions can be sorted by ranking criteria (e.g., evidence-based practice, effective practice, good idea), target audience, topic (e.g., health, community, education, environmental health), and geographic type (e.g., urban, rural).

**Committed Customer Success Team.** We know the importance of quality training and support throughout the life of your platform to make it a success. We love working with our clients and are committed to providing end-to-end support for your HCI Platform. Our services include regular check-ins, webinars, newsletter updates, and access to our 24/7 Help Center. Please consider us part of your team!

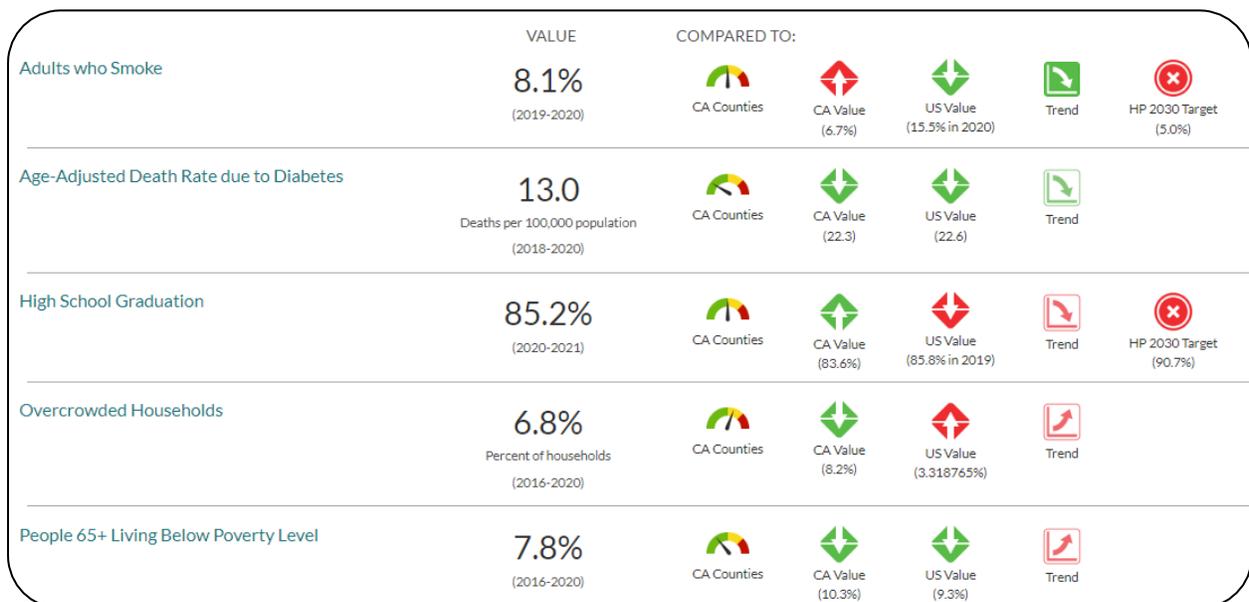
## 5.0. Project Description

### A. Description of Services

#### 1. Services Provided as Community Health Data Dashboard

Community Health Dashboard Platform – CHCC will provide the Healthy Communities Institute (HCI) Platform, a customizable web-based platform with powerful analytical tools and access to continuously updated health and socioeconomic data to support community health planning. CHCC currently maintains 255 health, social, and economic indicators for HCI Platforms in the state of California.

Community Health Dashboards – The HCI Platform comes equipped with community dashboards that provide automated comparisons for indicators to local, state and national benchmarks, Healthy People 2030, trends over time, and disparities. Standard dashboards include an All Data Dashboard, Demographics Dashboard, Disparities Dashboard, and Healthy People 2030 Progress Tracker. An excerpt of a sample dashboard is shown below.



Custom Dashboards – Site administrators and users can create unlimited custom dashboards by searching or filtering by indicator, location, topic, populations and subpopulation groups (race/ethnicity, age, and gender), classifications (clinical care, health behaviors, health outcomes, social determinants of health, etc.), and sources.

Indicator Detail Pages – A comprehensive overview of each indicator for each geography and measurement period is provided on the platform’s Indicator Detail Pages. Indicator Detail Pages include indicator definitions, information on why the indicator is important, source information, who maintains the indicator, when it was last updated, and interactive data visualizations. Trends over time are displayed using line charts. Bar charts show sub-group information by age, gender, race/ethnicity when available. When confidence intervals are available, bar charts distinguish statistically significant disparities. All charts are downloadable as JPEG, PDF, or CSV files and include ability to toggle display of confidence intervals if available. Zero-based y-axis can be toggled for line chart displays. Interactive and downloadable map, charts, and tables show ranked comparisons by local distribution, state values, U.S. values, trend over time, and Healthy People 2030 goals for available geographies (e.g., county, census tract, zip code, census place/city, and custom geographies).

Data Exploration and Download – Data exploration on the HCI Platform includes downloadable charts, tables, and maps with comparisons by available demographics (e.g., gender, age group, race/ethnicity) and to local, state, national, and custom benchmarks. Data tables including location, source, measurement period, and value can be downloaded as CSV file. Site administrators have enhanced access for data exploration and analysis. Site administrators can download indicators into an Excel spreadsheet for import into other applications and utilize HCI’s Data Scoring Tool, providing a comprehensive analysis of indicators to help identify community health priorities. The Stories module allows administrators to combine data visualizations, text, and images to create cohesive narratives based on indicators and demographics on the HCI Platform.

Local Indicator Integration - The HCI Platform supports the seamless integration of unlimited local indicators managed by local administrators. Local indicators will be displayed just as CHCC-maintained indicators display throughout the HCI Platform including on Indicator Detail Pages and community dashboards.

Accessible and Mobile Friendly – To assure the accessibility of the HCI Platform, CHCC utilizes Web Content Accessibility Guidelines (WCAG) 2.0, which covers a wide range of recommendations for making Web content more accessible. The HCI Platform satisfies all Level A (minimum) and Level AA WCAG 2.0 Success Criteria guidelines. As the HCI Platform is customizable by each administrator, the highest level of conformance (AAA) can be attained with client adherence to guidelines related to color contrast, line spacing, and text reading level. Examples of accessibility features include “colorblind option” for community data dashboards, non-text alternatives, and keyboard accessibility. In addition, components of the HCI Platform are mobile responsive and compatible with screen readers. Automated translation of the HCI Platform is available through Google Translate for 40+ languages.

Goal Alignment and Tracking Capabilities – The HCI Platform is an ideal hub for hosting and sharing updates for community health assessments (CHAs) and community health improvement

plans (CHIPs). Site administrators can create unlimited customized dashboards to track local community-level measures over time, and compared to state and national values, and local or national targets. To provide context beyond indicators, summaries of qualitative data collected (e.g., focus groups, key informant interviews, or listening groups) can be integrated through the HCI Platform content management system. Local reports and resources can be managed using the platform’s file management system with unlimited storage. Local resources can be displayed as “related content” and through the searchable Resource Library.

Using the HCI Platform’s custom-built tile system and Stories module, site administrators can create unlimited custom pages or stories that integrate text, data, and data visualizations to share progress and updates for local community health initiatives, CHAs, and CHIPs. Site administrators can easily select and create content (e.g., indicators, maps, related content, etc.) as well as locally maintained content (e.g., images, videos, reports, events, etc.). CHCC provides initial and ongoing training to support local content addition.

Data Management - CHCC currently maintains 255 health, social, and economic indicators for HCI Platforms in California. CHCC utilizes a strict criterion to select HCI Platform Core Indicators, including review for validated methodology, data stability, credibility of the source, and regularity of publication. Indicator methodologies are reviewed and prepared for public display to ensure comparability, accounting for population size and demographic factors with other geographies. Data are presented at the smallest geographic unit possible (e.g., county, city, census place, census tract, ZCTA) based on statistical stability and data availability. Indicators and comparisons are updated within 90 days of source update.

The following are topic and subtopic categories of CHCC-maintained indicators. Indicators include mortality and morbidity rates, prevalence of health behaviors and outcomes, and rates or prevalence of social, economic, and environmental conditions.

<b>Topic</b>	<b>Subtopics</b>
Health	Alcohol and Drug Use Cancer Diabetes Disabilities Family Planning Health Care Access and Quality Heart Disease and Stroke Immunizations & Infectious Diseases Maternal, Fetal & Infant Health Mental Health and Mental Disorders Older Adults Oral Health Other Conditions Physical Activity Prevention and Safety Respiratory Diseases Sexually Transmitted Infections Tobacco Use Weight Status Wellness & Lifestyle
Community	Civic Engagement Crime and Crime Prevention Demographics* Public Safety Social Environment Transportation
Economy	Employment Food Insecurity Government Assistance Housing and Homes Income Poverty

<b>Topic</b>	<b>Subtopics</b>	
Education	Educational Attainment	Student Performance K-12
	School Environment	
Environmental Health	Air	Toxins & Contaminants
	Built Environment	Weather and Climate

\*Demographic indicators are also made available on dedicated Demographic Dashboard

In addition to continuous updates for national data sources, CHCC assigns dedicated community data analysts for each state to review and update state-specific data sources. The table below shows current national and California-specific data sources for the HCI Platform Core Indicator List.

<b>HCI Platform National Data Sources</b>
American Lung Association
Centers for Disease Control and Prevention (CDC), CDC PLACES, Diabetes Atlas, WONDER
Centers for Medicare and Medicaid Services
County Health Rankings
Feeding America
National Cancer Institute
National Center for Education Statistics
National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention
National Survey on Drug Use and Health
U.S. Bureau of Labor Statistics
U.S. Census American Community Survey – 1-Year, 5-Year, Supplemental
U.S. Census County Business Patterns
U.S. Census Population Estimates
U.S. Census Small Area Health Insurance Estimates
U.S. Department of Agriculture - Food Environment Atlas
U.S. Environmental Protection Agency
<b>U.S. Small-area Life Expectancy Estimates Project</b>
California Data Sources
California Department of Education
California Department of Public Health (CDPH), CDPH Immunization Branch, CDPH STD Control Branch
California Department of Justice
California Health Interview Survey (CHIS), CHIS Neighborhood Edition
California State Highway Patrol
California Secretary of State
California Opioid Overdose Surveillance Dashboard

Child Welfare Dynamic Report System
Controlled Substance Utilization Review and Evaluation System

\*CHCC-maintained indicators are subject to change based on data source availability.

The HCI Platform also includes access to Conduent’s SocioNeeds Index ® Suite, which are proprietary indices mapped by county, zip code, and census tract to show relative need based on national distribution. Current indices include: 1) Health Equity Index, 2) Food Insecurity Index, and 3) Mental Health Index. Each index summarizes multiple health and socioeconomic indicators into one validated composite score to help identify areas for action at the local level.

Web-Hosting Capability – CHCC hosts HCI Platforms utilizing various trusted hosting services including Amazon AWS and LiquidWeb.

Web-Design and Custom Branding Support – The HCI Platform is a unique system that allows clients to create and administer complex data and web content without HTML knowledge. Each platform can be branded with a custom homepage, banner, fonts, and colors to reflect an organization, campaign, or partnership. CHCC works with a vendor, Co. & Co., to assist with graphic design as needed. The following are customizable features of each HCI Platform:

- Standalone Website Branding – Client can select the website name, URL, color palette and fonts. CHCC will work with Client to design the banner.
- Navigation Menu – Client can customize website navigation. Includes ability to link to platform features provided by CHCC as well as custom pages created by client.
- Tiles – CHCC’s custom content management system allows client to easily create and administer pages without having to know HTML. Client can select from more than 15 unique tile options to highlight CHCC’s core tools (indicators, maps, related content, etc.) as well as locally-maintained content (client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.
- Homepage – Homepage designed using Tiles (CHCC’s custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
- Custom Web Pages – Allows site administrator to create unlimited custom web pages using Tiles (CHCC’s custom content management system); system does not require HTML knowledge.
- Stories – Site administrator can create and publish a cohesive narrative by combining data visualizations, text, and images. The Stories module is organized by chapters, pages, and items.

Site Administrator Training and Customer Support Services – Each HCI Platform implementation and maintenance is supported by a team of public health professionals, including a dedicated account manager and community data analyst. CHCC and your account manager will provide the following services to assist in the support of the HCI Platform:

Implementation Training and Customer Support:

- Orientation Call – An initial phone call to meet your Account Manager, review timeline and discuss next steps.
- Kickoff Meeting (optional) – An initial project kickoff meeting to introduce the platform and the implementation process.

- Branding Meeting – A webinar with a small group of key decision-makers. Includes overview of the branding process, review of Client examples and key decisions that Client must make to establish the brand and style of the Platform.
- Site Administrator Training – Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
- Site Orientation – A meeting to introduce your custom-designed HCI Platform. Includes overview of site features and topics aligned with client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
- Help Center – 24/7 Access to an online client Help Center with step-by-step written instructions, training videos and client examples.

Maintenance Customer Support – Upon completion of a successful HCI Platform implementation, CHCC will provide the following services to assist in the maintenance of the HCI Platform:

- Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch and throughout the term of the contract. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support client's goals and objectives.
- Site Orientation (as needed) – A meeting to introduce your custom-designed HCI Platform. Includes overview of site features and topics aligned with client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
- Site Administrator Training (as needed) – Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
- Help Center – 24/7 Access to an online client Help Center with step-by-step written instructions, training videos and client examples.
- Conduent Peer Network – The Conduent Peer Network consists of hospitals, health departments and community coalitions licensing the Platform and provides access to the following benefits:
  - Community Resources – 24/7 access to a variety of examples from other Conduent clients, including client success stories, sample CHNA/CHA reports and implementation strategies/CHIPs and approaches for marketing the Platform to Client's community.
  - Webinars – Access to on-demand and live webinars led by public health professionals at Conduent in conjunction with the Conduent Peer Network. Webinars highlight new product features, client success stories and trending population health topics.
  - Newsletter – Subscription to client email communications featuring indicator updates, product updates, webinar announcements, client success stories, Conduent news and more.
  - Client Meetings – Invitation to national or regional meetings.

## 2. Manner in Which Services Will Be Provided

CHCC account manager support services as outlined above are typically provided via phone or webinar. However, upon request the client may receive 1-2 site visits at client's expense. In-person

meetings can be arranged to provide on-site training, conduct a kickoff meeting, lead a site orientation, launch a site or attend/conduct another meeting as specified by the client.

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.

<b>Work Step</b>	<b>Task Owner</b>	<b>Completion Date</b>
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 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

**B. Quality Assurance Capabilities**

**1. Description of Requirements, Challenges, and Potential Hurdles**

CHCC is committed to providing end-to-end support for your platform. With more than 14 years’

experience implementing community health dashboards, CHCC has developed tools, resources, and trainings in anticipation of our clients' needs from onboarding to maintenance of the platform.

**Orientation and Training** – CHCC understands that the client will require a full onboarding process including orientation, site branding, and launch. The CHCC onboarding team, led by the Account Manager, will conduct an initial orientation call to review client's needs, timelines, and determine key personnel and partners who should be involved. Potential challenges identified at this time may include changes to timelines (e.g., unexpected delays), personnel, or additional administrative requirements. Additional key staff may need to be introduced to the HCI Platform and its features at this time.

CHCC works in concert with key personnel to adjust timelines and address challenges as identified. The CHCC team can conduct an optional Kickoff Meeting to introduce the platform and the implementation process. The CHCC team will provide personalized webinars about website features and system administration. Trainings are tailored to client needs and include overall approach, process for adding local indicators, how to create content on pages or Stories. Trainings can be recorded for sharing with other key personnel.

**Branding** – County of Humboldt has requested a customized website and dashboard to promote local CHA and CHIP activities. This will require agreement among key decision makers regarding the branding and style represented on the local platform including elements such as site name, URL, logo, tagline (optional), color palette, and fonts. In addition to consensus on website branding, a potential challenge may include complying with additional agency-wide branding requirements. CHCC has experience working with clients to walk through key decisions for establishing the branding and style of their HCI Platform consistent with their needs and in compliance with additional requirements.

**Launch** – Successful launch of the HCI Platform requires coordinated activities before and after public launch. CHCC teams (Client Services, Community Data, and Development) work in concert to conduct multiple quality assurance checks to assure accuracy of the data and functionality of each HCI Platform before a soft launch of the system. During the “soft launch” period, internal client staff can conduct additional review of the content and resources on the platform. Clients can choose a public launch date that best suits its timeline. The CHCC Account Manager can provide resources and sample materials (e.g., press releases, event invitation, launch activities) to ensure the community partners are aware of the new platform and can engage with the website as intended.

**Maintenance** – After the successful launch of the platform, maintenance of the platform will require continuous update of data and content. To support the maintenance of data and content, the HCI Platform utilizes load-balancing and data replication. CHCC updates core indicators on the HCI Platform within 90 days of public, online source updates. The CHCC Account Manager is available to respond to questions from the client and conducts regularly scheduled check-in meetings to offer ongoing assistance on the platform. The CHCC team is also available to provide additional or refresher trainings due to staffing changes, changes in staff responsibilities, or other arising needs. The HCI Platform also offers a 24/7 Help Center with access to frequently asked questions, CHCC client examples, and success stories.

## **2. Description of Management Strategies to Assure Performance**

CHCC is proud of our reputation for exceeding our clients' expectations for our technology and services. We believe this begins with a culture of collaboration and continuous quality improvement across our teams. This is supported by several cross-functional workgroups that meet regularly to share information and discuss opportunities for improvement. Some examples of cross-functional groups that meet regularly (biweekly or monthly) include:

Leadership Team – Key leadership positions including the VP of Community Health Solutions and Directors of each team discuss overall operations and coordination between teams. Directors also meet regularly to discuss important data decisions and strategic planning for data and product improvements.

Multidisciplinary Team Meetings – Team members from Client Services, Community Data and Analytics, and Product Development meet weekly to discuss opportunities and planning for product improvements. Meetings include client-facing team members as well as those with expertise in data analytics and web development. CHCC also has an active internal team focused on Social Justice and Health Equity to ensure that our internal practices as well as solutions uphold values of equity, social justice, and inclusivity.

CHCC establishes annual and long-term strategic plans to ensure that teams are working toward a shared vision. Our goals aim to increase the quality and efficiency of our technology and services to exceed client expectations. Team members at every level establish individual annual goals that contribute to the overall team goals. Progress towards goals is assessed throughout the year and are evaluated annually. In addition, Conduent team members receive feedback about their ability to uphold Conduent core values which include teamwork, humility, inclusivity, communication, quality and personal accountability, and commitment to client success.

The Director of Client Services meets weekly with the Client Services team to discuss internal updates (executive-level, within the Client Services team, product/data updates) and client specific questions. In addition, the Director of Client Services meets with each team member individually at least monthly; additional meetings are set up as needed.

## **3. Availability of Key Personnel and Communications for Dispute Resolution**

CHCC aims to provide the highest quality services for our clients. Each HCI Platform is supported by a dedicated account manager who will serve as the main point of contact for the term of the Agreement. In addition to initial support for the launch of the platform, the account manager will schedule regular quarterly check-ins with the site administrator(s), and Executive Sponsor (if applicable) and can be reached by phone or email for support between check-ins. These regular communications provide opportunities to share updates and address any questions, training needs, or potential issues.

If problems and/or disputes arise, the Account Manager will be the key personnel to resolve them with the client as expeditiously as possible. As part of this resolution, the Account Manager may

bring in support from other Conduent team members. In some cases, the Account Manager may facilitate direct communications between the site's Community Data Analyst or members of the Product Development team to address specific data or technology issues. For disputes related to contracting or invoicing, the Account Manager may coordinate additional support from the Director of Client Services or other Conduent leadership. Accommodated upon request, clients may prefer to speak directly to the Director of Client Services regarding support of the HCI Platform. However, as CHCC aims to provide an environment for growth and transparency for our associates, constructive feedback about performance will be discussed as appropriate. CHCC strives to exceed our client's expectations with our customer support. We have found collaboration across teams internally and externally with our clients has yielded great results, especially with resolving issues.

## 6.0. Cost Proposal

CHCC is a for-profit entity and uses a fixed fee model for subscription pricing of the HCI Platform. Operational and administrative expenses are shared across our client-base, increasing cost efficiencies for CHCC clients. Pricing for the HCI Platform is calculated based on number of counties, population size (e.g., rural vs. urban area), and requirement for roll-up calculations for multiple regions. These factors contribute to the time and support the account manager will need to provide for the development of the website. They also contribute to complexity of data calculations and maintenance by the community data analyst as well as data display across the platform. The allocation of personnel, operational, and administrative costs for this proposal are provided in Attachment B – Cost Proposal Form.

Key personnel assigned to this proposal include:

Elizabeth Bobo, MPH, CHES – Account Manager will work closely with the County of Humboldt’s local site administrator to provide training and support to ensure a successful launch of the platform and ongoing support throughout the term of the contract.

Margaret Mysz, MPH – Community Data Analyst II will be the dedicated Community Data Analyst to ensure that data on the platform is accurate and up to date.

Ashley Turner, MPH – Director of Client Services oversees CHCC’s Client Services team. Responsible for contract management, contributing to innovation and quality improvement for the HCI Platform, supporting strategic planning across CHCC, and ensuring client success.

Norwin Espiritu, MPH – Director of Community Data & Analytics provides leadership for CHCC’s Community Data Team and their efforts in data maintenance, data offerings development, and data analysis for the HCI Platform and Consulting services.

CHCC proposes the following for the pricing of one HCI Platform for Humboldt County

Description	Fee
<b>Setup (one-time fee)</b>	<b>\$15,450</b>
<b>Annual License for HCI Platform includes:</b> 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 Web-Design and Customization (maintenance) ADA Accessibility and Mobile Friendly	<b>\$25,750</b>

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Standalone 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, Resource Library, Funding Opportunities, CHNA Guide, Location Report Builder, Topic Centers, Collaborator Tool	
<b>Total Year 1 Fee</b>	<b>\$41,200</b>
<b>Total 30 Month Contract Value</b> (Set-up + Annual licensing for 2 years + 6-month pro-rated fee)	<b>\$79,825</b>

## **7.0. Supplemental Documentation**

Conduent will provide Supplemental Documentation if needed.

## **8.0. References**

Please see Attachment C for Reference Data Sheet.

This statement acknowledges that all information provided in the Reference Data Sheet is true and correct to the best of CHCC's knowledge.

**9.0. Evidence of Insurability and Business Licensure**

CHCC agrees to provide certificates of required insurance and certify the possession of all required licenses and/or certifications upon award of the final Professional Services Agreement resulting from this RFP process.

## **10.0. Exceptions, Objections and Requested Changes**

Requested changes to the sample Professional Services Agreement are included in Attachment D.

Conduent Healthy Communities Corporation  
 Proposal for No. DHHS2022-04 Community Health Data Dashboard

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**Community Health Data Dashboard  
 ATTACHMENT A – SIGNATURE AFFIDAVIT**

<b>REQUEST FOR PROPOSALS – NO. DHHS2022-04 SIGNATURE AFFIDAVIT</b>	
<b>NAME OF ORGANIZATION/AGENCY:</b>	Conduent Healthy Communities Corporation
<b>STREET ADDRESS:</b>	100 Campus Drive, Suite 200
<b>CITY, STATE, ZIP</b>	Florham Park, NJ 07932
<b>CONTACT PERSON:</b>	Jeff Monahan
<b>PHONE #:</b>	916.203.1729
<b>FAX #:</b>	N/A
<b>EMAIL:</b>	jeff.monahan@conduent.com

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2021-04 and declares that the attached Proposal and pricing are in conformity therewith.

DocuSigned by:  
  
0EF2D85D818C4B7...  
 Signature

VP & General Manager

Title

William C Nicholson

Name

8/11/2022

Date

**REQUEST FOR PROPOSALS NO. DHHS2022-04**  
**Community Health Data Dashboard**  
**ATTACHMENT B – COST PROPOSAL FORM**

Itemize all costs that will be incurred by the County for the provision of Services set forth in RFP No. DHHS2021-04. Price Quotes shall include any and all costs associated with the provision of such Services. A narrative should be attached to clarify any pricing data submitted.

<b>A. Personnel Costs</b>					
<b>Title:</b> Key Personnel (Account Manager, Community Data Analyst, Director of Client Services, Director of Community Data & Analytics)				\$43,798.77	
<b>Salary Calculation:</b> 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)					
<b>Duties Description:</b> Support with implementation and maintenance of platform for duration of contract					
<b>Title:</b>				\$0.00	
<b>Salary Calculation: Duties Description:</b>					
<b>Title:</b>				\$0.00	
<b>Salary Calculation: Duties Description:</b>					
<b>Total Personnel Costs:</b>				<b>\$43,798.77</b>	
<b>B. Operational Costs</b>					
<b>Item:</b>	Third	Party	Vendor	Expenses	\$5,716.10
<b>Description:</b> Data and software associated with HCI Platform and associated services					
<b>Item:</b> Product Development and Maintenance					\$22,810.74
<b>Description:</b> Conduent Technology Product Office Expenses (includes web hosting, software expenses, and personnel costs for web developers, software engineers, and product management)					
<b>Item:</b> Overhead and Administrative Costs					\$7,499.38
<b>Description:</b> Shared services support for operational needs including HR, Payroll, and Billing.					
<b>Total Operational Costs:</b>				<b>\$36,026.23</b>	
<b>C. Consumables/Supplies</b>					
<b>Item: Description:</b>					\$0.00
<b>Title: Description:</b>					\$0.00
<b>Title: Description:</b>					\$0.00
<b>Total Consumable/Supplies:</b>				<b>\$0.00</b>	

<b>D. Transportation/Travel</b>	
<b>Title: Description:</b>	\$0.00
<b>Total Transportation/Travel:</b>	<b>\$0.00</b>
<b>E. Other Costs</b>	
<b>Title: Description:</b>	\$0.00
<b>Total Other Costs:</b>	<b>\$0.00</b>
<b>F. Indirect Costs</b>	
<b>Title: Description:</b>	\$0.00
<b>Total Other Costs:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$79,825.00</b>

**Personnel Costs:** Include all employee costs, but not those incurred by independent contractors, with each employee type listed separately. Examples of calculations are: Fifteen percent (15%) of Two Thousand Dollars (\$2,000.00) per month, multiplied by six (6) months; or Twenty (20) hours multiplied by Fifteen Dollars (\$15.00) per hour, multiplied by fifty-two (52) weeks plus any applicable benefits.

**Operational Costs:** Include any and all direct and indirect expenses associated with the proposed outreach, engagement, behavioral health treatment and social rehabilitation services, except consumable supplies and travel, including, without limitation rent, office supplies, postage, paper, communications, equipment, contract labor or services and overhead or administrative costs, with each cost type listed separately.

**Consumable Costs:** Include any and all items that will be consumed by participants or staff, including, without limitation, food and meeting supplies.

**Transportation Costs:** Include any and all vehicle purchase and/or rental costs, employee per-mile reimbursements and other travel- related expenses.

**Other Costs:** Include anything not already covered in the budget categories above, with each such expense listed separately.

**Overhead and Administrative Costs:** Per federal guidance, overhead and administrative costs may not exceed ten percent of (10%) off the total modified costs.

**REQUEST FOR PROPOSALS NO. DHHS2022-04**  
**Community Health Data Dashboard**  
**ATTACHMENT C – REFERENCE DATA SHEET**

<b>REFERENCE DATA SHEET</b>		
<p>Provide a minimum of two (2) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the Humboldt County does not qualify.</p>		
<b>NAME OF AGENCY:</b>	County of Santa Cruz, Health Services Agency	
<b>STREET ADDRESS:</b>	1080 Emeline Ave	
<b>CITY, STATE, ZIP:</b>	Santa Cruz, CA, 95060	
<b>CONTACT PERSON:</b>	Eva Holt-Rusmore	<b>EMAIL:</b> <a href="mailto:eholtrusmore@gmail.com">eholtrusmore@gmail.com</a>
<b>PHONE #:</b>	(831) 251-0996	<b>FAX #:</b> N/A
<b>Department Name:</b>	Health Services Agency	
<b>Approximate County (Agency) Population:</b>	269,893	
<b>Number of Departments:</b>	4	
<b>General Description of Scope of Work:</b>	<p>Contract Period: 2018 - Present            CHCC is contracted with County of Santa Cruz, Health Services Agency to provide the HCI Standalone Platform. The platform (<a href="https://www.datasharescc.org/">https://www.datasharescc.org/</a>) is configured for Santa Cruz County, California. The Scope of Work includes provision of HCI Standalone Platform features including:            Data and Analysis Features including community health dashboards, management of 150+ indicators, and data extracts            Evaluation and Tracking Tools including local progress trackers            HCI Platform Resources Features            Customization Tools and Options including web hosting, customizable web pages, and local indicator upload            Site Administrator Training and Customer Support Services to support the implementation, launch, and maintenance of the HCI Platform            Supplemental data indicators</p>	

	<p>DataShare Santa Cruz County, <a href="http://datasharescc.org">datasharescc.org</a>, serves as the central hub of information with the most up-to-date data, dashboards, promising practices, reports and over 475 wellbeing indicators. Local community health improvement initiatives shared on datasharescc.org include the Santa Cruz County CHIP, County of Santa Cruz Strategic Plan, the Food, Farming and Health Policy Council, SafeRx Opioid Safety Coalition, SafetyNet Clinic Coalition, among others. The website also includes data spotlights for featured topics; current data spotlight topics include Housing, Sexual Orientation and Gender Identity, and Transportation.</p>	
<b>NAME OF AGENCY:</b>	Cuyahoga County Board of Health	
<b>STREET ADDRESS:</b>	5550 Venture Drive	
<b>CITY, STATE, ZIP:</b>	Parma, OH 44130	
<b>CONTACT PERSON:</b>	Sarah Szabo	<b>EMAIL:</b> sszabo@ccbh.net
<b>PHONE #:</b>	(216) 201-2001 x1627	<b>FAX #:</b> N/A
<b>Department Name:</b>	Epidemiology, Surveillance, & Informatics	
<b>Approximate County (Agency) Population:</b>	1,299,828	
<b>Number of Departments:</b>	3	
<b>General Description of Scope of Work:</b>	<p>Contract Period: 2019 - Present          CHCC is contracted with Cuyahoga County Board of Health to provide the HCI Standalone Platform. The platform (<a href="https://www.healthyneo.org/">https://www.healthyneo.org/</a>) is configured for a nine-county region in Northeast Ohio. The Scope of Work includes provision of HCI Standalone Platform features including:          Data and Analysis Features including community health dashboards, management of 150+ indicators, and data extracts          Evaluation and Tracking Tools including local progress trackers          HCI Platform Resources Features          Customization Tools and Options including web hosting, customizable web pages, and local indicator upload          Site Administrator Training and Customer Support Services to support the implementation, launch, and maintenance of the HCI Platform          Supplemental data indicators</p>	

	<p>Healthy Northeast Ohio, <a href="http://www.healthyneo.org/">www.healthyneo.org/</a>, serves as a neutral repository for population health, providing stakeholders with access to vetted population health data and resources through a publicly available platform. The platform is co-administered by the Cuyahoga County Board of Health and The Center for Health Affairs. As shared at the NACCHO360 Conference this year, Healthyneo.org has met the initial goals for its launch including providing a centralized location for shared data, decreased workload for public health department staffing, and improved economies of scale through use of a shared platform. The Platform hosts community health dashboards on a range of topics including Cuyahoga County’s Community Health Needs Assessment (CHNA), Adverse Childhood Experiences (ACEs), Early Childhood Health and Wellbeing, and Childhood Lead Poisoning.</p>	
<b>Applicant Tracking System Implementation Date:</b>	N/A	
<b>NAME OF AGENCY:</b>	Central Oregon Health Council	
<b>STREET ADDRESS:</b>	PO Box #6689	
<b>CITY, STATE, ZIP:</b>	Bend, OR 97708	
<b>CONTACT PERSON:</b>	Rebeckah Berry	<b>EMAIL:</b> rebeckah.berry@cohealthcouncil.org
<b>PHONE #:</b>	(541) 306-3523	<b>FAX #:</b> N/A
<b>Department Name:</b>	Grants and Metrics Manager	
<b>Approximate County (Agency) Population:</b>	257,903	
<b>Number of Departments:</b>	1	
<b>General Description of Scope of Work:</b>	<p>Contract Period: 2019 - Present          CHCC is contracted with Central Oregon Health Council to provide the HCI Standalone Platform. The platform (<a href="https://www.centraloregonhealthdata.org/">https://www.centraloregonhealthdata.org/</a>) is configured for a three-county region in Central Oregon. The Scope of Work includes provision of HCI Standalone Platform features including:          Data and Analysis Features including community health dashboards, management of 150+ indicators, and data extracts          Evaluation and Tracking Tools including local progress trackers          HCI Platform Resources Features          Customization Tools and Options including web hosting,</p>	

	<p>customizable web pages, and local indicator upload Site Administrator Training and Customer Support Services to support the implementation, launch, and maintenance of the HCI Platform Supplemental data indicators</p> <p>Central Oregon Health Data <a href="http://www.centraloregonhealthdata.org">www.centraloregonhealthdata.org</a> supports the Health Council’s mission to build an equitable and integrated health ecosystem that improves the health of Central Oregonians through collaborative work and community partnerships, utilizing data-driven decisions, to achieve quality improvements, lowered costs, and empowered providers. Centraloregondata.org houses more than 310 indicators, including those maintained by CHCC as well as locally-maintained indicators, and community health dashboards for its Regional Health Improvement Plan (RHIP) Measures. The platform hosts custom pages to share progress, data, and reports for each RHIP priority area (e.g., Poverty and Self-Sufficiency, Behavioral Health, Stable Housing, Substance and Alcohol Misuse, etc.) as well as content on local initiatives.</p>
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*The material in this document and all other documents submitted to County of Humboldt is submitted for evaluation purposes only. Submission of these documents does not in any way represent (i) a commitment by Conduent to implement any portion of the services described in these documents or (ii) an offer to enter into a contract. The material in this document is subject to negotiation between County of Humboldt and Conduent of a mutually agreeable contract, which Conduent reserves the right to negotiate in its best interests.*

**REQUEST FOR PROPOSALS NO. DHHS2022-**  
**Community Health Data Dashboard**  
**ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

This Professional Services Agreement (the “Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” Conduent Healthy Communities Corporation and [Name of Contractor], a [Name of State] [type of business] 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 community health data dashboard website hosting, maintenance and support services; 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

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

~~2.~~ \_\_\_\_\_

~~3.2.~~ **TERM:**

This Agreement shall begin ~~upon execution by both parties~~ on the Effective Date and shall remain in full force and effect until ~~[ ] [ ] , 2022~~ June 30, 2025 unless sooner terminated as provided herein.

~~3.~~ **TERMINATION:**

~~1.~~ \_\_\_\_\_

Termination for Cause. Either party COUNTY may, in its sole discretion, upon thirty (30) days' prior written notice, immediately terminate this Agreement, if CONTRACTOR 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. fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

A. Termination without Cause. COUNTY Either party may terminate this Agreement without cause upon ~~thirty-ninety (90/30)~~ days advance written notice which states the effective date of the termination.

B. 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 ~~seven (7)~~ 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.

A-C. 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 ten (10) days after receipt of written notice from CONTRACTOR.

~~B.~~ \_\_\_\_\_

C-D. 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. However, this provision shall not limit or reduce any damages owed to COUNTY due

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~~to a breach of this Agreement by CONTRACTOR.~~

4. COMPENSATION:

~~2. \_\_\_\_\_~~

Maximum Amount Payable. The maximum amount payable by COUNTY for any and all ~~s~~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)~~. In no event shall the maximum amount paid under this Agreement exceed twenty-eight thousand three hundred twenty-five Dollar (~~\$ \_\_\_\_\_~~) ~~(\$28,325)~~ for fiscal year ~~2022~~ ~~2023~~; ~~2023~~ ~~2024~~ ~~and~~ ~~twenty-five thousand seven hundred fifty~~ ~~and~~ ~~\_\_\_\_\_~~ (Dollars ~~\$25,750~~) for fiscal year ~~2023~~ ~~2024~~ ~~and~~ ~~twenty-five thousand seven hundred fifty~~ (Dollars ~~\$25,750~~) for fiscal year ~~2024~~ ~~2025~~. CONTRACTOR agrees to perform all ~~s~~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.

~~3. \_\_\_\_\_~~

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.

A. 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 ~~COUNTY's prior written authorization~~. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall, if commercially feasible, notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

~~4. \_\_\_\_\_~~

Payment Terms: CONTRACTOR shall submit to COUNTY monthly invoices itemizing any and all ~~s~~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 prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for ~~s~~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

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~~submission receipt~~ of ~~approved~~ invoices. Interest will accrue on any invoices not paid within this time period at a rate of one and one-half percent (1.5%), or the maximum amount allowed by law, whichever is less. 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

A. Expenses. COUNTY shall reimburse CONTRACTOR for pre-approved, actual, reasonable travel and out-of-pocket expenses incurred in connection with the Services.

B. Transaction Taxes. All amounts payable under this Agreement are exclusive of any and all Transaction Taxes. 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.

~~5.~~

~~6. COUNTY: Humboldt County DHHS – Public Health~~

Conduent Healthy Communities Corporation  
Proposal for No. DHHS2022-04 Community Health Data Dashboard

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~~7. Attention: Financial Services 507 F Street~~

~~8. Eureka, California 95501~~

~~9. \_\_\_\_\_~~

~~10. \_\_\_\_\_~~

~~11. NOTICES:~~

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, CA 95501

CONTRACTOR: Conduent Healthy Communities Corporation  
\_\_\_\_\_ 100 Campus Drive, Suite 200  
\_\_\_\_\_ Florham Park, NJ 07932  
\_\_\_\_\_ Attn: Healthcare Group President  
\_\_\_\_\_ With a copy to: Conduent Law Department  
\_\_\_\_\_ And an electronic copy to: clientcontracts@conduent.com [Name of Contractor]

Attention: [Name of Contact Person], [Job Title] [Street Address]

[City], [State] [Zip Code]

~~12. \_\_\_\_\_~~

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) 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. \_\_\_\_\_

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll-time and effort records, documents and other evidence relating to the sServices provided pursuant to the terms and conditions of this

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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 ~~s~~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, ~~and its subcontractors,~~ 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 ~~COUNTY and any other~~ 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.

B-C. Audit Costs. In the event of an audit exception or exceptions related to the ~~s~~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.

#### 13.9. 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 at Jeff.Browning-sm@conduent.com, Account Manager/Client Partner and Conduent Law Department at clientcontracts@conduent.com. CONTRACTOR shall cooperate with a 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.

5. at any time following CONTRACTOR's confirmed receipt of written notice at least two weeks prior, in order to ensure compliance with the terms and conditions of this Agreement.

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~~CONTRACTOR shall cooperate with a 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:

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.

A. \_\_\_\_\_

A. \_\_\_\_\_

~~B.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~~

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~~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.~~

~~C.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.

#### 14.11. NON-DISCRIMINATION COMPLIANCE:

~~6.~~ 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

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in full.

~~15.1. INTENTIONALLY OMITTED~~

~~NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:~~

~~By executing this Agreement, CONTRACTOR certifies that 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.~~

12. INTENTIONALLY OMITTED

16.13. 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.

A-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:

- ~~5.1.~~ 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.

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~~7.~~

~~B.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 a 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 146; (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 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 license to use its 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

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[“about us” section.](#)

**17.15. INDEMNIFICATION:**

A.

B.

A. Hold Harmless, Defense and Indemnification by CONTRACTOR. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, ~~and employees and volunteers~~ 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; or (c) any theft or misappropriation of COUNTY’s funds by CONTRACTOR or any of CONTRACTOR’s employees. ~~performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.~~

B. Hold Harmless, Defense and Indemnification by COUNTY. COUNTY shall hold harmless, defend and indemnify CONTRACTOR and its agents, officers, officials, employees and volunteers 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, COUNTY’s (a) negligent acts or omissions or willful misconduct of COUNTY personnel located in any CONTRACTOR facility while performing under this Agreement which causes bodily injury or death or physical damage to tangible property; (b) COUNTY’s breach of its obligations with respect to CONTRACTOR’s confidential information; and (c) claims by third parties arising out of or relating to any obligation not expressly assumed by CONTRACTOR under this Agreement.

C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all third party claims for damages related to CONTRACTOR’s performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

**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

**Commented [PM1]:** EXTERNAL: Conduent chose the insurance applicable and eliminated the other ones.

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with, are filed with the Clerk of the Humboldt County Board of Supervisors.

~~C.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:

~~a. 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.~~

~~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).~~

~~OR~~

~~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).~~

~~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.~~

~~OR~~

~~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)~~

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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. If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers' Compensation Insurance:

"I hereby agree to comply with the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with state law, throughout the term of this Agreement."

CONTRACTOR:—  
Conduent Healthy Communities Corporation—[Name of Contractor] Date  
—[Job Title]

**Commented [PM2]:** EXTERNAL: this will be filled and signed once the document is ready for execution.

b. \_\_\_\_\_  
Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) ~~per claim for each occurrence~~ (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

The ~~Comprehensive or~~ 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.

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

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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.

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.

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.

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.

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.

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.

D.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

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WITH 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:

8. \_\_\_\_\_

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 ~~S~~services provided pursuant to the terms and conditions of this Agreement and as defined herein or within an associated agreement or statement of work.

A.B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the ~~s~~Services provided pursuant to the terms and conditions of this Agreement.

B-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.

9. \_\_\_\_\_

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or

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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.~~

21-20. 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.~~

22-21. 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.

23-22. 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.

24-23. 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 ~~CONTRACTOR~~ 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.

25-24. 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:

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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. —~~

27-26. 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 concerning the subject matter of this Agreement ~~prepared and/or submitted of authorship first created~~ by CONTRACTOR pursuant to this Agreement for which there is a separate charge, and which is paid by COUNTY shall become the property of 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.

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31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of ~~California~~New York. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of ~~California~~New York, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. ADVERTISING AND MEDIA RELEASE:

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

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the ~~s~~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. ATTORNEYS' FEES:~~

~~If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.~~

~~35.~~34. SURVIVAL OF PROVISIONS:

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

~~36.~~35. CONFLICTING TERMS OR CONDITIONS:

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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.

~~37-36.~~ **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.

~~38.~~ —

~~39.~~ **INDEPENDENT CONSTRUCTION:**

~~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.

~~40.~~ —

~~41-38.~~ **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.

~~42-39.~~ **PERFORMANCE OF SERVICES.**

CONTRACTOR will perform the Services in a workmanlike manner in substantial compliance with Exhibit – 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. The foregoing is COUNTY’s sole and exclusive remedy for a breach of representations set forth in this Section.

~~43-40.~~ **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

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[health information to communities.](#)

**44.41. 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 three (3) month period immediately preceding the month in which the event giving rise to the liability occurred.**

**C. Limitations on Time. No action may be brought under this Agreement at any time more than twelve (12) months after the cause of action arose.**

**45.42. 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 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.

~~46.~~

**47.43. 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.

**48.44. AUTHORITY TO EXECUTE:**

Each person executing this Agreement represents and warrants that he or she is duly authorized and

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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]

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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 [NAME OF CONTRACTOR]:

By: \_\_\_\_\_  
\_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF HUMBOLDT:

By: \_\_\_\_\_ Chair of the Board of Supervisors

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

[SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.]

By: \_\_\_\_\_ [XXX]

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: \_\_\_\_\_ Risk Management

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

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**LIST OF EXHIBITS:**

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

[Exhibit C - Sample Invoice Form](#)

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

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**EXHIBIT A SCOPE OF SERVICES**  
**CONDUENT HEALTHY COMMUNITIES CORPORATION** ~~[Name of Contractor]~~

**For Fiscal Years 20~~22~~-20~~23~~ through 20~~23~~-20~~24~~**

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 be required to provide pursuant to the terms and conditions of ~~at the Professional Services 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 ~~Successful Proposer~~ 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 Successful Proposer will have the ability to host the website that houses the community dashboard.
5. Web design and custom branding support – The Successful Proposer will provide tailored support for creating a customized website and dashboard.
6. Site administrator training and customer support services – The Successful Proposer 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.

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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 confirm to the requirements, CONTRACTOR shall, at its expense, use commercially reasonable efforts to correct the non-conformities. The foregoing shall be COUNTY’s sole and exclusive remedy for non-conforming deliverable(s).~~[To be Determined]~~

3. REPORTING REQUIREMENTS:

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 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.

~~3.4.~~ 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 line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CONTRACTOR.

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~~{To be Determined}~~

~~4.~~

5. **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).

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.

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**EXHIBIT B SCHEDULE OF RATES**  
**CONDUENT HEALTHY COMMUNITIES CORPORATION**  
**[Name of Contractor] For Fiscal Years 2023-2025**

COUNTY shall compensate CONTRACTOR for the ~~outreach, engagement, behavioral health treatment and social rehabilitation s~~Services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

<u>Description</u>	<u>Fee</u>
<b><u>Setup (one-time fee)</u></b>	<b><u>\$15,450</u></b>
<u>Annual License for Platform includes:</u> <u>Community Health Dashboard Platform</u> <u>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</u> <u>Goal Alignment and Tracking Capabilities</u> <u>Data Management</u> <u>255 health, social, and economic indicators</u> <u>SocioNeeds Index ® Suite – Health Equity Index, Food Insecurity Index, Mental Health Index</u> <u>Demographics – U.S. Census Bureau QuickFacts Profile</u> <u>Web Hosting by CHCC</u> <u>Web-Design and Customization (maintenance)</u> <u>ADA Accessibility and Mobile Friendly</u> <u>Standalone website branding, custom navigation, custom web pages and Stories</u> <u>Site Administrator Training and Customer Support Services</u> <u>Implementation Training and Customer Support</u> <u>Maintenance Customer Support</u> <u>Conduent Peer Network</u> <u>Other Platform Resource Features</u> <u>Promising Practices, Resource Library, Funding Opportunities, CHNA Guide, Location Report Builder, Topic Centers, Collaborator Tool</u>	<b><u>\$25,750</u></b>
<b><u>Total Year 1 Fee</u></b>	<b><u>\$41,200</u></b>
<b><u>Total 30 Month Contract Value</u></b> (Set-up + Annual licensing for 2 years + 6-month pro-rated fee)	<b><u>\$79,825</u></b>

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.

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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.

