



## License Agreement: HCI Platform

Submitted To: El Dorado County Health and Human Services Agency, Public Health Division

Submitted By: Healthy Communities Institute

March 3, 2016

This License Agreement ("Agreement") is made and entered into as of June 18, 2016 (the "Effective Date") by and between Healthy Communities Institute Corporation, a California Corporation ("HCI"), with its principal place of business located at 2054 University Avenue, Suite 600, Berkeley, CA 94704, and the County of El Dorado Health and Human Services Agency, Public Health Division (EDCHHS-PH) ("Client"), with its principal place of business located at 931 Spring Street, Placerville, CA 95667.

1. Maintenance of HCI Platform System; Support Services. In consideration for Client's payment of the fees set forth in the Statement of Work attached as Exhibit A hereto ("Statement of Work"), HCI will use all reasonable business efforts to continue to provide maintenance support services for its Platform website template system ("HCI Platform") as described in the Statement of Work within the time frames estimated in the Statement of Work. HCI will continue to host, operate and maintain its HCI Platform implementation on servers operated by or for HCI.

2. Limited Warranty; Disclaimer. Client acknowledges that (i) HCI's products and services, including the HCI Platform, and supporting services provided hereunder, are not a substitute for legal advice in meeting federal, state, or local regulations, and (ii) HCI does not warrant that its products or services, including the HCI Platform and supporting services provided hereunder, meet local, state or federal regulatory requirements for conducting community health needs assessments or providing health information to communities. HCI does not make any express or implied warranties in connection with this Agreement, the HCI Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to HCI the fees as set forth in the Statement of Work. HCI reserves the right to adjust prices for its products and services on a prospective basis, from time to time during the term of this Agreement, if the price changes are consistent with HCI's broad price policy changes, but in no case shall said price adjustment increase by more than 5% annually. In the event that any amount due to HCI hereunder is not paid within 30 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, HCI reserves the right to suspend or terminate Client's access to the HCI Platform and the performance of any services provided hereunder.

4. Term; Termination. This Agreement is effective upon the "Effective Date" and will continue through the three annual Licensing Periods ending September 30, 2019, with optional 1-year renewal periods thereafter, upon mutual written agreement. HCI or Client may terminate this Agreement upon 30 days' prior written notice of the other's material breach and failure to substantially cure the breach within 30 days of receipt of the notice of breach. HCI or Client may terminate this Agreement for convenience upon 6 months' prior written notice to the other party. Upon expiration or termination of this Agreement, all licenses granted by HCI to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the HCI Platform and associated intellectual property. If HCI terminates this Agreement for convenience or the Agreement is terminated due to HCI's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to HCI any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

2054 University Ave. Suite 600, Berkeley, CA 94704 | 866-499-6423 | [www.healthycommunitiesinstitute.com](http://www.healthycommunitiesinstitute.com)

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CONFIDENTIAL



5. Limitation of Liability. In no event shall HCI be liable for any loss of profit or revenue or cost of procurement of substitutes by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if HCI was advised of the possibility of such loss or damages. Client further agrees that the total liability of HCI for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of HCI, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to HCI hereunder during the twelve (12) month period preceding the date the claim arises. Client's sole and exclusive remedy for any claim against HCI with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by HCI of any material defects or deficiencies therein, of which Client notifies HCI in writing within ten (10) days after the delivery of such deliverables or completion of that portion of the supporting services. In the absence of any such notice, the deliverables and supporting services provided hereunder shall be deemed satisfactory to and accepted by Client.

6. Intellectual Property. Licenses: While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, HCI grants to Client a non-exclusive, non-transferable, non-sublicenseable, license to (a) access and remotely interact with the HCI Platform and allow users of its HCI Platform implementation's website ("Users") such access and interaction; (b) use HCI's trademarks to the limited extent as stated below; (c) access HCI Platform utilization data; and (d) access error corrections to the HCI Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to HCI a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, perform and display any and all content it provides to HCI in connection with the HCI Platform. **Trademarks:** HCI and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide license to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. HCI and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. HCI and Client 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 problem 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 or licenses or uses whatsoever in or to the HCI Platform or HCI's Trademarks are granted to Client. HCI is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the HCI Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the HCI Platform, and any deliverables and supporting services provided by HCI under this Agreement. **Protections:** HCI and Client shall cooperate to police and protect the HCI Platform and its associated intellectual property. Client shall promptly notify HCI in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the HCI Platform and its associated intellectual property ("Violations") of which it becomes aware and HCI shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against HCI based on or arising out of HCI's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all HCI intellectual property notices on all copies Client produces or reproduces of the HCI Platform and associated data, screens, and software, and shall not remove any HCI intellectual property notices from any materials. Any website through which a user interacts with the HCI Platform shall have, at a minimum, attribution to



HCI for creating and operating the website and service, including a "Powered by Healthy Communities Network" clickable link in the navigation header of all pages, HCI copyright notices on all pages, and appropriate credit for the system and links back to HCI in any "about us" section. **Confidential Information:** During the term of this Agreement and for a period of two (2) years thereafter, each of HCI and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either HCI or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the HCI Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of HCI or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

7. User Relations. Client will either incorporate HCI's terms of use into its terms of use, as will be displayed on Client's website, or allow HCI to maintain a terms of use link and document on the HCI Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the HCI Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by HCI. HCI will provide second tier support directly to Client through Web, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and HCI will train one support person who will be Client's interface with HCI on support matters.

8. Indemnity. Each of HCI and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, HCI assumes no liability for any claims arising from the following: (i) the combination of the HCI Platform and associated intellectual property or use with other hardware, software or other items not provided by HCI; (ii) the modification of the HCI Platform or any part thereof by Client; (iii) use of the HCI Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall



indemnify and hold harmless HCI from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and HCI's entire liability for any alleged infringement of a third party's intellectual property right.

9. Resolution of Disputes. Except as expressly otherwise provided herein, the parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of disputes.

(a) In the event a dispute arises between the parties, each party's goal is a neutral and cost-effective means of resolving the dispute quickly. Accordingly, each party agrees that any claim or controversy arising out of or relating to this Agreement shall be resolved, in the first instance, by contacting the other party to the controversy directly to seek a resolution.

(b) If a dispute between the parties cannot be resolved by informal meeting and discussions within thirty (30) days after commencement thereof, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to (i) either party pursuing any other available remedy in relation to the dispute and (ii) either party recovering attorneys' fees under Section 10. During mediation, the parties agree to negotiate in good faith as to the matter submitted to mediation. Mediation shall take place under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. The parties shall jointly appoint a mutually acceptable neutral third-party mediator. If the parties are unable to agree upon the appointment of a mediator, either party may request CPR assistance in the selection of a mediator under its guidelines. The costs of the mediation will be shared equally between the parties, unless otherwise agreed to in writing by the parties. Mediation shall take place in Berkeley, California. If the parties are unable to come to a resolution of the dispute within the lesser of forty-five (45) days after appointment of a mediator or fifteen (15) days after commencement of the first mediation session, unless extended by agreement of the parties, either party may institute arbitration proceedings pursuant to Section 9(c) below.

(c) All disputes that have not been resolved by the parties through informal discussions or mediation shall be finally settled by arbitration by a mutually acceptable arbitrator in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Berkeley, California. The decision of the arbitrator will be final and may not be appealed. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement, and may, in its discretion, award fees and costs as part of its award.

10. Attorneys' Fees. Subject to Section 9, if any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

11. General Provisions. Governing Law: This Agreement shall be governed by California law and the parties submit to personal jurisdiction in California. **Severability, Headings:** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **Force Majeure:** If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of HCI's servers and the provision of the HCI Platform and supporting services hereunder may be interfered with by numerous factors outside of HCI's control. HCI does not guarantee continuous, uninterrupted or secure



provision of the HCI Platform and supporting services, and Client acknowledges that the HCI Platform and supporting services may be unavailable for sustained periods of time. Should the HCI Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if HCI does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors:** HCI and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice:** Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, HCI may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the HCI Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of HCI that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Non-compete and Exclusivity:** During the term of this Agreement (including any renewal period(s) hereof), Client agrees that it will not develop, nor embed, link, co-brand or promote on its HCI Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to HCI's tools, products or services without giving to HCI 90 days' prior written notice, which notice shall provide to HCI the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

**12. Administrator:** The County Officer or employee responsible for administering this Agreement is Olivia Byron-Cooper, Epidemiologist, Health and Human Services Agency, or successor.

**13. Audit by California State Auditor:** Consultant acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Consultant shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Consultant, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Consultant shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

## EXHIBIT A

### Statement of Work: HCI – County of El Dorado Health and Human Services Agency, Public Health Division

Healthy Communities Institute Corporation (“HCI”) has made available to the County of El Dorado Health and Human Services Agency, Public Health Division (EDCHHS-PH) a version of the HCI Platform System website template system (“HCI Platform”) with available local data for El Dorado County.

EDCHHS-PH assigned Olivia Byron-Cooper, Epidemiologist, as the central website administrator to interact with HCI. The HCI Platform includes the following:

#### Features

- **HOMEPAGE** – Homepage designed using HCI Platform color templates and integration of organization logo/graphic, images, sponsorship and partner recognition bar.
- **COMMUNITY DASHBOARD** – Roughly 100 health and quality of life indicators with views for El Dorado County as available from public, on-line state or national data sources and dependent upon statistical validity for a geography. See list of HCI defined Core Indicators. Core indicator list is subject to change from time to time depending upon data availability and strategy.
  - EDCHHS-PH can add locally owned data into the dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. HCI provides training and guidance to support local content addition during setup. Basic HCI local admin support typically supports the addition of a few local indicators; larger projects will likely require additional support service for an additional fee.
- **DEMOGRAPHICS** – NIELSEN CLARITAS DEMOGRAPHIC PROFILE DATA (250). Single year estimates. Provides state, county, and zip code or census tract demographic estimates.
- **HOSPITALIZATION DATA** – Inpatient Hospitalization Indicators; 16 preventable causes of admission modeled on the Agency for Healthcare Research and Quality (AHRQ) guidelines; provided at county and zip code level (based on client obtaining and purchasing if necessary, hospital utilization data from the state/agency that holds data). Two measurement periods included as baseline; age-adjusted data.
- **EMERGENCY ROOM DATA / MENTAL HEALTH DATA BUNDLE** (included in the El Dorado Features at the Promotional Pricing of \$3,000):
  - **EMERGENCY ROOM DATA (ED) INDICATORS** – 16 indicators for preventable causes of ED utilization provided at county and zip code level (based on client providing statewide data files and statistical validity). Two measurement periods included as baseline; age-adjusted data.
  - **MENTAL HEALTH DATA** – Five indicators modeled on AHRQ’s Clinical Classification Software provided at county and zip code level; availability at zip code level varies depending on population density.
- **SOCIONEEDS INDEX** – A measure of socioeconomic need correlated with poor health outcomes; Zip codes within your service area are given an Index Value based on a national distribution and then mapped relative to your service area to show degrees of socioeconomic need within your community
- **HEALTHY PEOPLE 2020 TRACKER** – Automated progress tracker for key Healthy People 2020 targets
- **DISPARITIES DASHBOARD** – View data broken out by race/ethnicity, age, and gender groups to identify disparities within the population (when available)

- PROMISING PRACTICES – Database of 2,000+ health and quality of life programs and policies from across the country classified by effectiveness
- REPORT CENTER – Central repository for local reports, community needs assessment documents, community profiles, and other local documents
- REPORT ASSISTANT – Quickly create content summary reports that can be exported and shared with others. These reports can be emailed or saved as a PDF.
- INDICATOR COMPARISON REPORT – Compare indicators across all system geographies within a state side by side
- LOCAL PROGRESS TRACKERS – Locally-defined report and evaluation tool that dynamically shows where locally relevant health targets have and have not been met.
- COLLABORATION CENTERS – Customizable web page that can display indicators, programs, and other content to increase collaboration and focus on priority initiatives.
- GEOGRAPHICAL INFORMATION SYSTEM (GIS) MAPS – Quickly visualize health and quality of life indicators within your community; GIS Maps display HCI-maintained indicator data that compare to a distribution (tri-color green-yellow-red gauge) and is available for standard geographies (county, zip code and census tract).
- DATA EXTRACTS – Provides the local administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.
- TOPIC CENTERS – Topic index pages that bring together all the resources in the site on a particular topic area.
- FUNDING OPPORTUNITY DATABASE – Allows users to quickly find national grants and funding opportunities.
- CUSTOM WEB PAGES – Allows local administrator to create basic web pages without any knowledge of HTML including "About Us," "Contact Us," topical reports, privacy and editorial policies.
- LANGUAGE TRANSLATION – Automated translation of website for 40+ languages supported by Google (not available for embedded versions of the HCI Platform)
- SEARCH – Advanced keyword search engine allows users to quickly locate content on the site using keyword search terms.
- ADMINISTRATIVE TOOLS – to edit and update content in system
- COMMUNITY HEALTH NEEDS ASSESSMENT (CHNA) GUIDE – An interactive step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs.

## Maintenance and Support

EDCHHS-PH continued responsibilities to assist in maintenance of the site are to:

- Provide feedback and review of site developments within one week of submission
- Regularly update locally maintained content

HCI's ongoing responsibilities are:

- Continue to add support on overall approach and process for adding local indicators and updating content such as featured content, news, reports, etc.
- Keep the site up and running with high availability – response time to mission critical website failures is 24/7
- Respond to questions from the client during regular business hours regarding usual operations of the website
- Update core indicators within one calendar quarter of public, on-line source data updates
- Maintain integrity of links for the promising practices database
- Fix any defects or bugs that are identified in the system
- Respond to change orders in a timely fashion; initial response within one business day for urgent requests
- Training of new features and capabilities
- In addition to the services provided above, EDCHHS-PH is entitled to receive up to 4-6 hours/month support consultation following the launch of the site (additional consultation support can be provided for additional fees)

## Changes and Additions to the Statement of Work

If new requirements or expanded requirements are identified during the specifications phase, this Statement of Work may be amended and agreed to in writing by the parties and in advance of development. HCI reserves the right to change the content, indicators (subject to relevance, availability, and input by local partners), software and functionality of the HCI Platform System from time to time, and in accordance with any regulatory requirements and then-current product specifications.

## Terms of Payment

HCI Platform for El Dorado County Health and Human Services Agency, Public Health Division

1 County: El Dorado

1 State: CA

### *Pricing*

| Description                 | Fee      |
|-----------------------------|----------|
| HCI Platform Annual License | \$30,500 |

### *Billing Schedule*

The total Annual License Fee of \$30,500, will be invoiced annually on the Licensing Period dates of October 1, 2016, 2017 and 2018. HCI will provide an invoice to EDCHHS-PH for all payments that become due. EDCHHS-PH has assigned Olivia Byron-Cooper, Epidemiologist, as the billing contact to receive invoices and interact with HCI on billing matters. HCI understands the billing contact may change from time to time upon written notice from EDCHHS-PH.





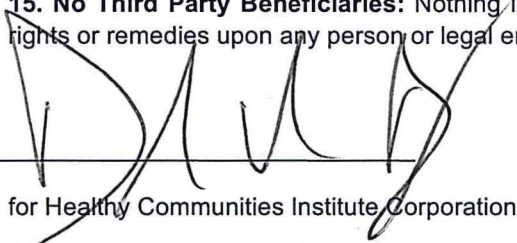
**HEALTHY COMMUNITIES INSTITUTE**

**14. Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further financial liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**15. No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.


  
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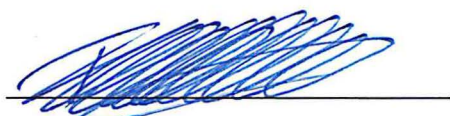
for Healthy Communities Institute Corporation

Print Name: Deryk Van Brunt

Title: President

Date: 5/17/16

  
James DeWeese  
CEO  
6-10-16

  
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for County of El Dorado

Print Name: Ron Mikulaco,

Title: Chair, Board of Supervisors

Date: 5/31/16

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5/31/16