

Platform Maintenance License Agreement

4819

This License Agreement ("Agreement") is made and entered into as of January 1, 2020 (the "Effective Date") by and between Conduent Healthy Communities Corporation, a California Corporation ("CHCC"), with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932, and the County of El Dorado Health and Human Services Agency, Public Health Division ("EDCHHS-PH" or "Client"), with its principal place of business located at 931 Spring Street, Placerville, CA 95667.

1. Maintenance of Healthy Communities Institute 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"), CHCC will use all reasonable business efforts to continue to provide maintenance support services for its CHCC Standalone Platform website template system ("CHCC Platform") as described in the Statement of Work. CHCC will continue to host, operate and maintain its CHCC Platform implementation on servers operated by or for CHCC.

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

3. Payment. Client agrees to pay to CHCC the fees as set forth in the Statement of Work. CHCC 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 CHCC's broad price policy changes, but in no case, shall said price adjustment increase by more than 5% annually for the first three Renewal Terms (hereinafter defined). In the event that any amount due to CHCC hereunder is not paid within thirty (30) days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CHCC reserves the right to suspend or terminate Client's access to the CHCC Platform and the performance of any services provided hereunder. The amounts payable to CHCC set forth in Exhibit A are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CHCC's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CHCC hereunder.

4. Term; Termination. This Agreement is effective upon the Effective Date and will continue through December 31, 2022 ("the Term"), with optional 1-year renewal periods thereafter (each a "Renewal Term"), and with prior mutual agreement, the parties hereby agree that such Renewal Term could be generally in the sample form attached as Exhibit B - Sample Renewal Form. Upon mutual written agreement CHCC or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CHCC or Client may terminate this Agreement for convenience upon six(6) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all licenses granted by CHCC to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CHCC Platform and associated intellectual property. If CHCC terminates this Agreement for convenience or the Agreement is terminated due to CHCC'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 CHCC any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. **Limitation of Liability.** In no event shall CHCC 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 CHCC was advised of the possibility of such loss or damages. Client further agrees that the total liability of CHCC for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of CHCC, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to CHCC hereunder during the twelve (12) month period preceding the date the claim arises. Client's sole and exclusive remedy for any claim against CHCC with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by CHCC of any material defects or deficiencies therein, of which Client notifies CHCC 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, CHCC grants to Client a non-exclusive, non-transferable, non-sublicenseable, license to (a) access and remotely interact with the CHCC Platform and allow users of its CHCC Platform implementation's website ("Users") such access and interaction; (b) use CHCC's trademarks to the limited extent as stated below; (c) access CHCC Platform utilization data; and (d) access error corrections to the CHCC Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CHCC a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, perform and display any and all content it provides to CHCC in connection with the CHCC Platform. **Trademarks:** CHCC 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. CHCC and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CHCC 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 CHCC Platform or CHCC's Trademarks are granted to Client. CHCC 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 CHCC Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CHCC Platform, and any deliverables and supporting services provided by CHCC under this Agreement. **Protections:** CHCC and Client shall cooperate to police and protect the CHCC Platform and its associated intellectual property. Client shall promptly notify CHCC in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CHCC Platform and its associated intellectual property ("Violations") of which it becomes aware and CHCC 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 CHCC based on or arising out of CHCC's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all CHCC intellectual property notices on all copies Client produces or reproduces of the CHCC Platform and associated data, screens, and software, and shall not remove any CHCC intellectual property notices from any materials. Any website through which a user interacts with the CHCC Platform shall have, at a minimum, attribution to CHCC for creating and operating the website and service, including a "Powered by Healthy Communities Network" clickable link in the navigation header of all pages, CHCC copyright notices on all pages, and appropriate credit for the system and links back to CHCC in any "about us" section. **Confidential Information:** During the term of this Agreement and for a

period of two (2) years thereafter, each of CHCC 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 CHCC 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 CHCC 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 CHCC 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 CHCC's terms of use into its terms of use, as will be displayed on Client's website, or allow CHCC to maintain a terms of use link and document on the CHCC Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CHCC 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 CHCC. CHCC 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 CHCC will train one support person who will be Client's interface with CHCC on support matters.

8. Indemnity. Each of CHCC 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, CHCC assumes no liability for any claims arising from the following: (i) the combination of the CHCC Platform and associated intellectual property or use with other hardware, software or other items not provided by CHCC; (ii) the modification of the CHCC Platform or any part thereof by Client; (iii) use of the CHCC 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 CHCC from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CHCC'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 and construed in accordance with the laws of the State of California without regard to the conflict-of-laws rules of the State of 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. **No Hire**. Without the prior written consent of CHCC until twelve (12) months after the date the CHCC personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CHCC's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CHCC's Personnel, such interest will be discussed first with CHCC prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CHCC who are recruited in response to a solicitation made to the public. **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 CHCC's servers and the provision of the CHCC Platform and supporting services hereunder may be interfered with by numerous factors outside of CHCC's control. CHCC does not guarantee continuous, uninterrupted or secure

provision of the CHCC Platform and supporting services, and Client acknowledges that the CHCC Platform and supporting services may be unavailable for sustained periods of time. Should the CHCC Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CHCC 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:** CHCC 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, CHCC may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CHCC Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CHCC 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 CHCC Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CHCC's tools, products or services without giving to CHCC 90 days' prior written notice, which notice shall provide to CHCC 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 one or more counterparts, by facsimile, by electronic signature, or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **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. Audit by California State Auditor: If, and to the extent required by California Government Code §8546.7, CHCC shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement required by such laws to be made available to the California State Auditor.

13. Fiscal Considerations: The parties to this Agreement recognize and acknowledge that Client is a political subdivision of the State of California and as such Client has may have certain restrictions Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for various products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Client business, Client 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.

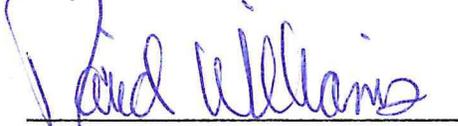
Notwithstanding any other provision of this Agreement to the contrary, Client shall give prompt written notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein, whereupon receipt of such notice, CHCC shall have the right to terminate this Agreement upon at least thirty (30) days advance written notice. If CHCC does not provide such a written notice of termination prior to the adoption of a final budget which does not provide funding for this Agreement, this Agreement shall be automatically terminated as of the effective date of the adoption of such final budget.

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 Client for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the Board of Supervisors for Client, this Agreement may be terminated upon at least thirty (30) advance written notice subject to payment for any amounts accrued and unpaid prior to the effective date of such termination

14. Administrator: Client hereby currently designates Dr. Nancy Williams, Public Health Officer, Health and Human Services Agency, or successor designated upon written notice to CCHC from time to time, to be the lead representative of Client on administrative matters involving this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

For Conduent Healthy Communities Corporation



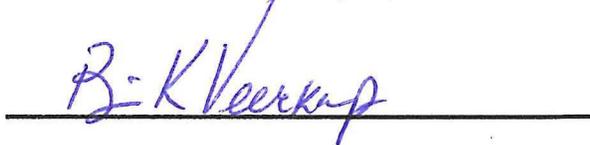
David Williams

Executive Vice President

Date: 6/3/2020

100 Campus Drive, Suite 200
Florham Park, NJ 07932

For County of El Dorado,
Health and Human Services Agency



Print Name: Brian K. Veerkamp

Title: Chair, Board of Supervisors

Date: 6/23/2020

931 Spring Street,
Placerville, CA 95667

Exhibit A: Maintenance Statement of Work

Conduent Healthy Communities Corporation (CHCC) will continue to make available to County of El Dorado Health and Human Services Agency, Public Health Division (“EDCHHS-PH” or “Client”) a version of the CHCC Standalone Platform (“CHCC Platform”) with available local data for El Dorado County.

CHCC Platform Features

The CHCC Platform includes the following features configured for all associated zip codes and census tracts of El Dorado County.

1. Data and Analysis Features

- **Community Dashboard** – Data dashboard that houses all of the indicators on your site. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Client can add local data into the Community Dashboard (see “#4- Customization Tools & Options”).
 - Core List - 100+ health and quality of life indicators as available from public, online state or national data sources and dependent upon statistical validity for a geography. Core indicator list is subject to change from time to time depending upon data availability and strategy.
- **Demographics** – Nielsen Claritas Demographic Profile Data — Tier 2 / 250 demographic elements. Single year estimates provided at the state, county, zip code [or census tract] level. Allows local administrator to create custom charts using demographic data.
- **Bundled Hospitalization and Emergency Data**¹ - 43 Indicators. Includes:
 - Preventable Hospitalization Rates – 16 inpatient Hospitalization indicators; preventable causes of admission modeled on AHRQ guidelines
 - Preventable ED Rates – 17 ED indicators; preventable causes of ED utilization modeled on AHRQ guidelines
 - Mental Health ED Rates – 5 indicators modeled on AHRQ’s Clinical Classification Software
- **SocioNeeds Index** – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes; counties and zip codes within your selected area are given an Index Value based on a national distribution and then mapped relative to your area to show degrees of socioeconomic need within your community.
- **Data Scoring Tool** – Rank indicators on the CHCC Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher level ranking of community health needs. Reports are downloaded from the administrative system at the county level.
- **GIS Maps** – Quickly visualize health and quality of life indicators within your community; GIS Maps display indicators available for standard geographies (county, zip code and census tract).

¹ Clients are responsible for obtaining and purchasing, if there is a fee, hospital utilization data from the state/agency that holds data. These indicators are provided at county and zip code level (based on statistical validity); two measurement periods included as baseline; age-adjusted data. CHCC will publish calculated rates to the Community Dashboard within 10-12 weeks of receipt of hospital utilization data.

- Data Extracts – Provides the local administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. Evaluation and Tracking Tools

- Healthy People 2020 Tracker – CHCC-maintained progress tracker for key Healthy People 2020 targets
- Local Progress Trackers – Allows local administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
- Locally Added Targets – Client can add local targets to CHCC-maintained and locally-maintained indicators using the self-service tool.

3. Resource Features

- Promising Practices – Database of 2,000+ health and quality of life programs and policies from across the country classified by effectiveness
- Resource Library – Central repository for local resources, including reports, community health assessments, community profiles, 211 resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by Client.
- Funding Opportunities – CHCC-maintained collection of national grants and funding opportunities.
- CHNA Guide – Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
- 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.
- Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.

4. Customization Tools and Options

- 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 local administrator to create unlimited custom web pages using Tiles (CHCC's custom content management system); system does not require HTML knowledge.

- Locally Maintained Indicators – Client can add local data into the Community 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. CHCC provides training and guidance to support local content addition.

CHCC Services

The CHCC Platform comes with the following services:

1. 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.

CHCC'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).

CHCC and your Account Manager will provide the following services to assist in the maintenance of the CHCC Platform:

- Local 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.
- Help Center – 24/7 Access to an online client Help Center with step-by-step written instructions, training videos and client examples.

2. CHCC Peer Network

The CHCC Peer Network consists of hospitals, health departments and community coalitions licensing the CHCC Platform and provides access to the following benefits:

- Community Resources – 24/7 access to a variety of examples from CHCC clients, including client success stories, sample CHNA reports / implementation strategies and approaches for marketing your CHCC Platform to your community
- Webinars – Access to on-demand and live webinars led by public health professionals at CHCC in conjunction with the CHCC 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, CHCC news and more.
- Client Meetings – Invitation to national or regional meetings.

Basic CHCC Standalone Platform

State: California

County: County of El Dorado

Description	Fee
Platform Annual License Fee	\$30,500

Billing Schedule

The Annual License Fee is Thirty Thousand and Five Hundred dollars (\$30,500) to be invoiced upon contract signing and then on each anniversary of the Effective Date.

Payments are due within thirty (30) days following the date of receipt of the invoice.

Client has assigned Dr. Nancy Williams as the billing contact to receive invoices and interact with CHCC on billing matters. CHCC understands the billing contact may change from time to time upon notice.

Travel and Related Business Expenses

In-person meetings may be arranged at client's request subject to prior approval for payment to CHCC for travel and related reimbursement..

Exhibit B: Sample Renewal Form
[Conduent letterhead]

[Date]

IMPORTANT
Dated Material

Renewal for _____

Consistent with the terms of the current License Agreement ("the Agreement") with Conduent Healthy Communities Corporation, the next Renewal Period is January 1, 20__ to December 31, 20__. In accordance with the Agreement, the mutual written agreement of the parties is required for the Renewal Period to commence.

[The following are any changed terms Conduent is proposing for currently for the new Renewal Period, including fees:]

[Conduent is not proposing any changes to the current terms for the new Renewal Period.]

Per the mutual written agreement provision of the Agreement, if you agree to the new Renewal Term upon the above terms, please send to us your signed copy of this letter along with any purchase order if that may be your usual procedure.

Thank you for your attention to this matter.

Conduent Healthy Communities Corporation

By:

Title:

Agreed to:

El Dorado Health and Human Services

By:

Title:

Dated: