

**AMENDMENT NO. 2 TO PLATFORM LICENSE AGREEMENT
BETWEEN
COUNTY OF MONTEREY &
CONDUENT HEALTHY COMMUNITIES CORPORATION**

THIS AMENDMENT NO. 2 (Amendment 2”), effective September 1, 2022 (the “Amendment 2 Effective Date”), is made to the Platform License Agreement No. A-14686 (“AGREEMENT”) for provision of customization, maintenance/support, and training for the Healthy Communities Institute Platform System, is made between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “Client” or “County”), on behalf of the Monterey County Health Department and Conduent Healthy Communities Corporation (hereinafter referred to as “CHCC”) with respect to the following:

WHEREAS, on April 15, 2020, County and CHCC entered into an AGREEMENT in the amount of \$70,000 for the term April 15, 2020 through April 14, 2023;

WHEREAS, on May 27, 2021, County and CHCC executed Amendment No. 1 to the AGREEMENT to include additional data analytics of deidentified hospitalization, emergency room, and mental health data to the existing platform license, and continue to provide tools and templates for data visualization and mapping that will be publicly accessible, extend the term of the AGREEMENT, increase the total maximum amount of the AGREEMENT by \$100,000, extend the term through June 23, 2025, and replace Exhibit A: Statement of Work for the CHCC Platform; and

WHEREAS, the County and CHCC wish to further amend the AGREEMENT to include additional data analytics of the addition of Claritas Consumer Expenditures data to the CHCC Platform, increase the maximum amount of the AGREEMENT by \$10,000 and replace Exhibit A Statement of Work for CHCC Platform.

NOW THEREFORE, the County and CHCC hereby agree to amend the AGREEMENT in the following manner as of the Effective Date:

1. **EXHIBIT A-1 – Statement of Work for CHCC Platform** is replaced in its entirety by EXHIBIT A-2, Statement of Work for CHCC Platform, as attached this Amendment 2. As of the Effective Date, all references in the AGREEMENT to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.

Contractor: CCHC
Agreement ID: CCHC PLATFORM
Not to Exceed: \$180,000
Term: April 15, 2020-June 23, 2025

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment 2 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this Amendment 2 shall be attached to the original AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Amendment 2 as of the Amendment 2 Effective Date.

COUNTY OF MONTEREY

CONTRACTOR

Contracts/Purchasing Officer

DocuSigned by:
By: William C Nicholson

Signature of Chair, President, or Vice-President

Dated: _____

william C Nicholson VP & General Manager

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney Gary Giboney

Deputy Auditor/Controller

Dated: 8/12/2022 | 11:21 AM PDT

Dated: 8/15/2022 | 9:53 AM PDT
_____ Deputy Auditor Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Risk Management

Printed Name and Title

Dated: _____

Dated: _____

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta

Deputy County Counsel

Dated: 8/15/2022 | 9:38 AM PDT
_____ Deputy County Counsel.

DocuSigned by:
Elsa Jimenez Elsa Jimenez

Director of Health

Dated: 9/7/2022 | 2:19 PM PDT
_____ Director of Health

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EXHIBIT A-2

Conduent Healthy Communities Corporation (CHCC) will make available to Monterey County Health Department (“Client”) a version of the CHCC Standalone Platform (“CHCC Platform”) as follows:

A. CHCC Platform Features

The CHCC Platform will be configured for Client and include the following features:

1. Data and Analysis Features

- Community Dashboard – Data dashboard that houses all of the indicators on Client’s 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 “Section 4-Customization Tools & Options”).
 - Core List: One hundred (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 – US Census Bureau QuickFacts Profile for Monterey County
- Bundled Hospitalization and Emergency Data ^{*} – 53 Indicators. Includes:
 - Potentially-Preventable Cause Indicators; modeled on AHRQ guidelines
 - Hospitalization Rates (19 Indicators)
 - ER Rates (18 Indicators)
 - Behavioral Health Indicators; modeled on AHRQ guidelines
 - Hospitalization Rates (8 Indicators)
 - ER Rates (8 Indicators)
- Claritas Consumer Expenditures – Sixteen (16) indicators of per household health and health-related expenditures. Single year estimates provided at the state, county, zip code, and census tract levels. The Claritas Consumer Expenditures data will be added to the platform within one week of full execution of this Amendment 2.
- SocioNeeds Index Suite – Provides analytics around social determinants of health to advance equitable outcomes. Each index summarizes multiple health and socioeconomic indicators for counties, zip codes, and census tracts into one validated composite score to help identify areas for action.
 - Healthy Equity Index – A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes.
 - Food Insecurity Index – A measure of food access that is correlated with social and economic hardship.
 - Mental Health Index – A measure of social determinants and health factors correlated with self-reported poor mental health.
- 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.

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

2. Evaluation and Tracking Tools

- Healthy People 2030 Tracker – CHCC maintained progress tracker for key Healthy People 2030 targets
- Local Progress Trackers – Allows site 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 two thousand (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, two-one-one (2-1-1) 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
- Location Report Builder – Quickly create location-specific summary reports that can be linked as pages on the platform, exported as PDFs, and shared with others.
- Topic Centers – Topic index pages that bring together all the resources in the site on a particular topic area.

4. Customization Tools and Options

- 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.

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- Stories – Site administrator can create a cohesive narrative by combining data visualizations, text, and images. The Stories module is organized by chapters, pages, and items.
- 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.
- Language Translation – Automated translation of website for 40+ languages supported by Google

B. CHCC Services

The CHCC Platform comes with the following services:

1. Account Manager Training and Support Services*

CHCC and your Account Manager provide the following services to assist in maintenance of the CHCC Platform Client will have direct phone and email access to a dedicated account manager for the duration of the agreement.

- Quarterly Meetings – Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator updates, product updates, upcoming webinars, or discussions designed to understand and help support client's goals and objectives.
- Help Center – 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

*Account Manager support services are conducted via phone/webinar; however, client may receive one to two (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.

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.

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C. Schedule of Deliverables / Timeline

The following timeline outlines the completed implementation process of the HCI Platform.

Work Step	Task Owner	Completion Date
Contract Signed	CHCC/Client	Agreement Sign Date
Orientation Call	CHCC/Client	Upon Agreement signing
Kickoff Meeting (optional)	CHCC/Client	1-4 weeks from Effective Date
Access to training materials and ability to add local content begins	CHCC/Client	8-10 weeks from Effective Date
Completion of core system content / Beginning of licensing period	CHCC	8-10 weeks from Effective Date; exact date to be notified to Client by CHCC and to be referred to as the "Licensing Period Start Date"
Project completion sign-off by client	Client	8-10 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

The following timeline outlines the process for adding Claritas Consumer Expenditures data to the HCI Platform.

Work Step	Task Owner	Completion Date
Amendment 2 Signed	CHCC/Client	Amendment 2 Effective Date
Addition of Claritas Consumer Expenditure data	CHCC	Within 1 week from Amendment 2 Effective Date
Project completion milestone sign-off by client	Client	Upon completion of data publishing to HCI Platform

Contractor: CCHC
 Agreement ID: CCHC PLATFORM
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 Term: April 15, 2020-June 23, 2025

D. Terms of Payment

Pricing

1. Schedule of Payments as follows:

	Implementation (8-10 weeks)	6/24/20 - 6/23/21	6/24/21 - 6/23/22	6/24/22 - 6/23/23	6/24/23 - 6/23/24	6/24/24 - 6/23/25	6/24/21 - 6/23/25
Website Set up (one time)	\$10,000						
Annual License – Basic CHCC Standalone Platform State: California County: Monterey		\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
Bundled Hospitalization, ER, and Mental Health data added to Platform License Subscription*			\$7,500	\$7,500	\$7,500	\$7,500	
Additional analytics of data provided by Client or tools and templates provided to support new data on an "as-requested and "as-approved" basis by County.							\$30,000
Claritas Consumer Expenditures data			\$2,500	\$2,500	\$2,500	\$2,500	
Subtotal	\$10,000	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

Total Agreement Amount		\$180,000
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*This recurring cost does not include the one time charge to purchase/acquire the data. County will be responsible for acquiring the data. The subscription cost will be for access to the analytics tools and templates.

2. Claritas Consumer Expenditure Billing: A prorated License Fee of Two Thousand Five Hundred dollars (\$2,500) will be paid to CHCC to cover the term from project completion through June 23, 2023.
3. The one-time Website Set Up Fee for Implementation was invoiced after completion of the Core System Content as specified in Section C – Schedule of Deliverables/Timeline above.
4. Annual License Fees are invoiced at the beginning of each licensing period unless Annual License is terminated subject to the terms in Section 4 Term; Termination in the body of this Agreement.
5. Process to initiate a request for additional analytics services and/or new analytics templates will be as follows:
 - 4.1 Client will submit a written request to CHCC for a quote.
 - 4.2 CHCC will submit to Client a written quote.
 - 4.3 Upon written approval by the Director of Health or designee, Client will adjust the associated purchase order and services may commence.
6. All invoices are due as set forth in Section 3 Payment.
7. The billing contact to receive invoices and interact with CHCC on billing matters is as follows:
 Monterey County Health Department/ Administration Bureau
 1270 Natividad Road, Salinas, CA 93906
 HDADMINFinance@co.monterey.ca.us

Contractor: CCHC
 Agreement ID: CCHC PLATFORM
 Not to Exceed: \$180,000
 Term: April 15, 2020-June 23, 2025

Cc: hannikd@co.monterey.ca.us Krista Hanni, MS, PhD, Program Manager
p: 831-755-4586

7. CHCC understands the billing contact may change from time to time and upon notice by Client.

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Agreement ID: CCHC PLATFORM
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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective September 1, 2022 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Conduent Healthy Communities Corporation (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that may involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. **DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to that certain Platform License Agreement dated April 15, 2020, as amended (the “Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any Breach. Such notice shall be provided within ten (10) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than fifteen (15) business days after discovery of the Breach;

(ii) Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

May 2021

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall promptly notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary if legally permitted to do so;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual’s PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) business days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) business days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) business days of its receipt of a request for amendment of PHI from an individual;

(i) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(j) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) business days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with Covered Entity in such challenge; and

(k) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. Covered Entity agrees to provide Business Associate with a copy of the notice of privacy practices required by 45 C.F.R. Section 164.502 that is currently in use and to inform Business Associate of any changes to the notice.

3.3 Responsibilities of Covered Entity.

(a) Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(b) Covered Entity shall obtain from individuals any applicable consents, authorizations and other permissions necessary or required by law for Covered Entity and Business Associate to fulfill their obligations under this BAA and the Services Agreement. Covered Entity shall not require Business Associate to use or disclosure PHI in any manner that would not be permissible under HIPAA.

(c) Covered Entity agrees to limit disclosure of PHI to Business Associate to only the minimum necessary for Business Associate to accomplish the intended purpose of the use, disclosure or request as required to perform the services described in the Services Agreement.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. Either Party may terminate this BAA if the other Party ("breaching Party") has breached any material provision of this BAA and, upon written notice from the non-breaching Party specifying the material breach, fails to cure the breach within thirty (30) days after receipt of the notice. If the material breach is not cured within that period, the non-breaching Party may exercise the right to terminate this BAA by providing the breaching Party written notice of termination. Any such termination will be

May 2021

effective immediately or at such other date specified in the non-breaching Party's notice of termination. If the non-breaching Party determines that termination of this BAA is not feasible, the non-breaching Party may report such breach to the U.S. Department of Health and Human Services.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's written request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

May 2021

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Conduent Healthy Communities Corporation
Attn: Privacy Office – Legal Department

100 Campus Drive, Suite 200
Florham Park, NJ 07932
Phone: _____
Fax: _____
Email: dataprivacy@conduent.com _____

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the jurisdiction designated in the Services Agreement.

5.8 Intentionally Omitted.

5.9 Intentionally Omitted.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis (professional liability on a claims made form), covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual action, proceeding, regulatory or governmental orders or actions, that will adversely impact Business Associate's ability to comply with the terms of this BAA. This includes, without limitation, any allegation that Business Associate has violated federal or state laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws and this BAA or the Services Agreement.

5.13 Intentionally Omitted.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

DocuSigned by:
William C Nicholson
By: 0EF2D85D848C4B7...

Print Name William C Nicholson

Print Title VP & General Manager

Date: 8/12/2022 | 11:21 AM PDT

COVERED ENTITY

DocuSigned by:
Elsa Mendoza Jimenez
By: C7A30BA59CA8423...

Print Name: Elsa Mendoza Jimenez,
MPH

Print Title: Director of Health

Date: 9/7/2022 | 2:19 PM PDT

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9... Stacy Saetta

8/15/2022 | 9:38 AM PDT Chief Deputy County Counsel.

DocuSigned by:
Gary Giboney
D3834BFEC1D8449... Gary Giboney

8/15/2022 | 9:53 AM PDT Chief Deputy Auditor Controller