

Conduent Community Health Solutions
Conduent Healthy Communities Corporation



Platform License Agreement

This License Agreement ("Agreement") is made and entered into as of **April 15, 2020** (the "Effective Date") by and between Conduent Healthy Communities Corporation ("CHCC"), a California Corporation with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey 07932 and County of Monterey ("Client" or "County"), a political subdivision of the State of California,, with its principal place of business located at 1270 Natividad Road, Salinas, California 93906.

1. Customization of Healthy Communities Institute Platform System; Support Services. In consideration for Client's payment of the fees set forth in the Statement of Work for CHCC Platform and related services described herein, attached as Exhibit B hereto ("Statement of Work"), CHCC will use all reasonable business efforts to customize its CHCC Standalone Platform website template system ("CHCC Platform") and provide implementation, training, and maintenance support services for the CHCC Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CHCC will 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 warrants that it will perform all services in a professional manner consistent with industry standards by trained and skilled personnel 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. After the Initial Term (hereinafter defined) , CHCC may increase its fees for products and services, including the CHCC Platform and supporting services subject to mutual written agreement for any Renewal Term (hereinafter defined) on a prospective basis, from time to time during the Renewal Term of this Agreement, if the price changes are consistent with CHCC's broad price policy changes. The County Auditor-Controller shall pay the amount of the invoice except for any amount disputed in good faith within 30 days of the date of receipt by the County-Auditor-Controller of the certified invoice. In the event that any undisputed amount due to CHCC hereunder is not paid within 30 days of the County's receipt of the certified 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 hereunder 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. Following the completion of the site implementation, the term of this Agreement shall continue for a period of three years ("the Initial Term"). After the Initial Term, the term of this Agreement shall continue at the option of Client to extend the Agreement for up to two (2) additional one (1)-year extensions ("a Renewal Term") under mutually agreed pricing terms for each Renewal Term. 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 thirty (30-) calendar days' 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

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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 undisputed, 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, Client will pay to CHCC any undisputed, unpaid portion of the Setup Fee (as defined in Exhibit A) and any undisputed, unpaid portion of the Annual License Fees accrued through the effective date of termination .

5. **Limitation of Liability.** Subject to any limitation under California law and except for any actions for intellectual property infringement or breach of confidentiality obligations: (i) CHCC shall not be liable to Client for any indirect, incidental, special, consequential, exemplary or punitive damages, losses, or expenses, including but not limited to lost profits, lost revenue, and lost opportunity, even if either party has been advised of the possibility of such damages, losses, or expenses or such damages, losses, or expenses were reasonably foreseeable; and (ii) CHCC's total, maximum, aggregate liability to Client whether in contract, tort (including negligence), products liability, strict liability, or otherwise, shall not exceed the lesser of \$100,000 or the total payments received by CHCC . Subject to any limitation under California law and except for any actions for intellectual property infringement or breach of confidentiality obligations: (i) Client shall not be liable to CHCC for any indirect, incidental, special, consequential, exemplary or punitive damages, losses, or expenses, including but not limited to lost profits, lost revenue, and lost opportunity, even if either party has been advised of the possibility of such damages, losses, or expenses or such damages, losses, or expenses were reasonably foreseeable, and (ii) Client's total, maximum, aggregate liability to CHCC whether in contract, tort (including negligence), products liability, strict liability, or otherwise, shall not exceed the lesser of \$100,000 or the total payments received by CHCC.

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

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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.

7. 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.

8. Security: Without limiting the generality of this Section 7 (Confidentiality), CHCC will take all commercially reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access CHCC systems or the information found therein. CHCC will periodically test its systems for potential areas where security could be breached in accordance with its usual internal practices. CHCC represents and warrants that at all times during the term of the Agreement it will comply, at its sole expense, with all applicable state and federal data privacy and data security, laws, rules, and regulations, as well as with standard industry practices with respect to the obligations of CHCC under this Agreement. On reasonable advance written request from Client, and not more than once per calendar year, CHCC will provide reasonable documentation substantiating CHCC's compliance with this section.

9. 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

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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.

10. 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 10 states Client's sole and exclusive remedy and CHCC's entire liability for any alleged infringement of a third party's intellectual property right.

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. **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

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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"), 10 ("Indemnity"), and 11 ("General Provisions") shall survive any expiration or termination of this 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.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CHCC's contract administrators at the addresses listed below:

For County:

Sarah House – Departmental Information Systems Manager
1270 Natividad Road, Salinas, Ca. 93906
831-755-4531

For CHCC:

100 Campus Drive Suite 200
Florham Park, New Jersey 07932
Attention: Law Department
Email: cbgcontractsteam@conduent.com

Signature page to follow:

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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

For County of Monterey, a political subdivision of the State of California, on behalf of Monterey County Health Department

DocuSigned by:
David Williams
20217E7095FA46D...

David Williams

Executive Vice President

Date: 3/10/2020

100 Campus Drive, Suite 200
Florham Park, NJ 07932

DocuSigned by:
Elsa Jimenez

C7A30BA59CAB423...
Elsa Jimenez
Print Name: _____

Title: Director of Health

Date: 5/12/2020 | 1:55 PM PDT

1270 Natividad Road, Salinas, CA 93906

DocuSigned by:
Stacy Saetta
696D21D44C4341D...
4/13/2020

Stacy Saetta

Deputy

DocuSigned by:
Burcu Mousa
811C333563B9474...
4/15/2020

Burcu Mousa

Assistant Auditor-Controller

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Exhibit A

Statement of Work for CHCC Platform

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 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 may opt to 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
- Socio-Needs 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).
- 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.

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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 hundred eleven (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

- Standalone Website Branding – Client can select the website name, URL, color palette and fonts. CHC 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 fifteen (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.
- Language Translation – Automated translation of website for forty (40)+ languages supported by Google

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B. CHCC Services

The CHCC Platform comes with the following services:

1. Account Manager Training and Support Services*

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

- Orientation Call – An initial phone call to meet your Account Manager, review timeline and discuss next steps.
- Kickoff Meeting (optional) – An initial project kickoff meeting to introduce the platform and the implementation process.
- Branding Meeting – A webinar with a small group of key decision-makers. Includes overview of the branding process, review of client examples and key decisions that client must make to establish the brand and style of their 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.
- Site Orientation – A meeting to introduce your custom-designed CHCC Platform. Includes overview of site features and topics aligned with client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
- 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.

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- 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.

C. Schedule of Deliverables / Timeline

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

Work Step	Task Owner	Completion Date
Contract Signed	CHCC/Client	Agreement Sign Date
Orientation Call	CHCC/Client	Upon Agreement signing
Kickoff Meeting (optional)	CHCC/Client	1-4 weeks from Effective Date
Access to training materials and ability to add local content begins	CHCC/Client	8-10 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

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D. Terms of Payment

1. Schedule of Payments as follows:

	Implementation (8-10 weeks)	Year 1	Year 2	Year 3
Website Set up (one time)	\$ 10,000			
Annual License – Basic CHCC Standalone Platform State: California County: Monterey		\$ 20,000	\$ 20,000	\$ 20,000
Subtotal	\$10,000	\$ 20,000	\$ 20,000	\$ 20,000

Total Agreement Amount	\$ 70,000
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2. The one-time Website Set Up Fee will be invoiced after completion of the Core System Content as specified in Section C – Schedule of Deliverables/Timeline above.
3. Annual License Fees will be 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.
4. All invoices are due as set forth in Section 3 Payment.
5. The billing contact to receive invoices and interact with CHCC on billing matters is as follows:

Joe Ripley, Finance Manager II
 Monterey County Health Department
 1270 Natividad Road, Salinas CA 93906
 Phone: 831-796-1250
 RipleyJL@co.monterey.ca.us

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