



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/02/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Conduent Healthy Communities Corporation

***Project Title/Description:**

Platform License Agreement

***Purpose:**

The purpose of this contract is to continue a web-based information system that provides a constantly updated "living" data portal that allows public health practitioners and the general public to extract content. This data helps those extracting it to meet current health care reform and public health accreditation requirements for conducting community health needs assessments, community health improvement planning, strategic planning, and evaluation. This web-based platform provides a dashboard of indicators that drive community health needs assessments, and contains a large database of promising practices that inform evidence-based community benefit programs.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

***Program Goals/Predicted Outcomes:**

Increased availability of public health data for use in community health needs assessments, community health improvement planning, strategic planning, and program evaluation

***Public Benefit:**

- Increased/improved community health improvement initiatives
- Easily accessible public health data available to public health practitioners and the general public
- Easily accessible library of promising and evidence-based practices that inform program development

***Metrics Available to Measure Performance:**

- Fully functional data platform and web-based interface

***Retroactive:**

No.

To: CoB. 3-18-19
Ver. - 1
Pg 5 - 13
(1)

Contract / Award InformationDocument Type: CT Department Code: HD Contract Number (i.e., 15-123): 19-397Effective Date: 04/02/2019 Termination Date: 04/01/2024 Prior Contract Number (Synergen/CMS): N/A☒ Expense Amount: \$* 55,000.00 (over 5 years) ☐ Revenue Amount: \$ _____***Funding Source(s) required:** Health Special Revenue FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☒ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment


Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____


Effective Date: _____ Termination Date: _____ Amendment Number: _____


☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Sharon GrantDepartment: Health Telephone: 724-7842Department Director Signature/Date: [Signature] 14 March 2019Deputy County Administrator Signature/Date: [Signature] 3-15-2019County Administrator Signature/Date: [Signature] 3/18/19
(Required for Board Agenda/Addendum Items)

Date: 1 February, 2019

To: C.H. Huckelberry
County Administrator

From: Francisco Garcia 
Assistant County Administrator

Via: Jan Lesher 
Chief Deputy County Administrator

Marcy Flanagan 
Health Director

Re: Professional Services – Direct Selection

Pursuant to Pima County Board of Supervisors Policy D 29.6 III C – Direct Selection, the Health Department is requesting approval to contract with Conduent Healthy Communities Institute to develop and maintain a Pima County Health Matters Website.

Conduent Healthy Communities Institute offers customizable, web-based information systems that provide a constantly updated “living” data portal with a full range of features. This allows organizations to extract content to help them meet current health care reform and public health accreditation requirements for conducting community health needs assessments, community health improvement planning, strategic planning, and evaluation. These web-based platforms provide a dashboard of indicators that drive community health needs assessments, and contain a large database of promising practices that inform evidence-based community benefit programs.

For the past eight years, the Arizona Department of Health Services has been supporting the Arizona Health Matters website – developed by Conduent Healthy Communities Institute – that includes a platform specifically for Pima County data. The Health Department, the Healthy Pima initiative, and other community partners have been using this site to obtain important health data. In September 2018, the Arizona Department of Health Services shut down the Arizona Health Matters website due to loss of funding. With this site no longer available, the Health Department is seeking approval to continue working with Conduent Health Communities Institute because of the important utility of their platform for community health improvement as well as community familiarity with it.

The three-year contract we are seeking to initiate is \$15,000 for the initial year and \$10,000 for each year thereafter. The amount includes a one-time setup fee and an annual license fee. The This pricing plan is comparable to similar providers and will allow continuity of service. This contract will be paid from the Health Fund.

☒ Approved ☐ Not Approved



Chuck H. Huckelberry
County Administrator

2/12/19

Date

Pima County Department of Health

Project: Platform License Agreement

Contractor: Conduent Healthy Communities Corporation
100 Campus Drive, Suite 200
Florham Park, NJ 07932

Amount: \$55,000.00

Contract No.: CT-HD-19-397

Funding: Health Special Revenue Fund, Unit 2933

CHC Platform License Agreement

This License Agreement ("Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between **Conduent Healthy Communities Corporation**, a California Corporation ("CHC"), with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932, and **Pima County Health Department** ("Client"), with its principal place of business located at 3950 South Country Club Road, Suite 100, Tucson, Arizona 85714.

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 attached as **Exhibit A** (six pages) hereto ("Statement of Work"), CHC will use all reasonable business efforts to customize its CHC Standalone Platform website template system ("CHC Platform") and provide implementation, training, and maintenance support services for the CHC Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CHC will host, operate and maintain its CHC Platform implementation on servers operated by or for CHC.

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

3. Payment. Client agrees to pay to CHC the fees as set forth in the Statement of Work. CHC 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 CHC's broad price policy changes. In the event that any amount due to CHC hereunder is not paid within 30 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CHC reserves the right to suspend or terminate Client's access to the CHC Platform and the performance of any services provided hereunder. The amounts payable to CHC 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 CHC'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 CHC hereunder.

4. Term; Termination. This Agreement is effective upon the "Effective Date" and will continue for 5 years from the Licensing Period Start Date (as defined in Exhibit A). CHC or Client may terminate this Agreement upon 30 days' prior written notice of the other's material breach and failure to substantially cure the breach within 30 days of receipt of the notice of breach. CHC or Client may terminate this Agreement for convenience upon 60 days' prior written notice to the other party. Upon expiration or termination of this Agreement, all licenses granted by CHC to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CHC Platform and associated intellectual property. If CHC terminates this Agreement for convenience or the Agreement is terminated due to CHC'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 CHC any unpaid portion of the Setup Fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. Limitation of Liability. In no event shall CHC 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 CHC was advised of the possibility of such loss or damages. Client further agrees that the total liability of CHC for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of CHC, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to CHC hereunder during the twelve (12) month period preceding the date the claim arises. Client's sole and exclusive remedy for any claim against CHC with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by CHC of any material defects or deficiencies therein, of which Client notifies CHC 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, CHC grants to Client a non-exclusive, non-transferable, non-sublicenseable, license to (a) access and remotely interact with the CHC Platform and allow users of its CHC Platform implementation's website ("Users") such access and interaction; (b) use CHC's trademarks to the limited extent as stated below; (c) access CHC Platform utilization data; and (d) access error corrections to the CHC Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CHC a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, perform and display any and all content it provides to CHC in connection with the CHC Platform. **Trademarks:** CHC 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. CHC and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CHC 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 CHC Platform or CHC's Trademarks are granted to Client. CHC 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

CHC Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CHC Platform, and any deliverables and supporting services provided by CHC under this Agreement. **Protections:** CHC and Client shall cooperate to police and protect the CHC Platform and its associated intellectual property. Client shall promptly notify CHC in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CHC Platform and its associated intellectual property ("Violations") of which it becomes aware and CHC 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 CHC based on or arising out of CHC's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all CHC intellectual property notices on all copies Client produces or reproduces of the CHC Platform and associated data, screens, and software, and shall not remove any CHC intellectual property notices from any materials. Any website through which a user interacts with the CHC Platform shall have, at a minimum, attribution to CHC for creating and operating the website and service, including a "Powered by Healthy Communities Network" clickable link in the navigation header of all pages, CHC copyright notices on all pages, and appropriate credit for the system and links back to CHC in any "about us" section. **Confidential Information:** During the term of this Agreement and for a period of two (2) years thereafter, each of CHC 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 CHC 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 CHC 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 CHC 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. Client will not, under any circumstances, be responsible for securing such an order, nor will Client be in any way financially responsible for any costs associated with securing such an order.

7. User Relations. Client will either incorporate CHC's terms of use into its terms of use, as will be displayed on Client's website, or allow CHC to maintain a terms of use link and document on the CHC Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CHC 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 CHC. CHC 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 CHC will train one support person who will be Client's interface with CHC on support matters.

8. Indemnity. Each of CHC 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, CHC assumes no liability for any claims arising from the following: (i) the combination of the CHC Platform and associated intellectual property or use with other hardware, software or other items not provided by CHC; (ii) the modification of the CHC Platform or any part thereof by Client; (iii) use of the CHC 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 CHC from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CHC'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 New York without regard to the conflict-of-laws rules of the State of New York. **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 CHC until twelve (12) months after the date the CHC 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 CHC's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CHC's Personnel, such interest will be discussed first with CHC prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CHC 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 CHC's servers and the provision of the CHC Platform and supporting services hereunder may be interfered with by numerous factors outside of CHC's control. CHC does not guarantee continuous, uninterrupted or secure provision of the CHC Platform and supporting services, and Client acknowledges that the CHC Platform and supporting services may be unavailable for sustained periods of time. Should the CHC Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CHC 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:** CHC 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, CHC may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CHC Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CHC 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 CHC Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CHC's tools, products or services without giving to CHC 90 days' prior written notice, which notice shall provide to CHC the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be

interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

12. Non-Discrimination. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

14. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

15. Legal Arizona Workers Act Compliance.

(a) Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

(b) Books & Records. County has the right at any time to inspect the books and records of Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

(c) Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

(d) Subcontractors. No work under this Contract will be performed by a subcontractor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

PIMA COUNTY:

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

3/13/19

Date

APPROVED AS TO CONTENT:

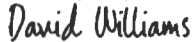


Health Department Representative

14 March 2019

Date

**CONDUENT HEALTHY
COMMUNITIES CORPORATION:**

DocuSigned by:

26217E7095FA40B...

Authorized Officer Signature

David williams

Printed Name

VP/GM Provider

Title

3/12/2019

Date

EXHIBIT A:

Statement of Work: CHC – Pima County Health Department

Conduent Healthy Communities Corporation (CHC) will make available to Pima County Health Department (PCHD) a version of the CHC Standalone Platform ("CHC Platform") as follows:

CHC Features

The CHC Platform will be configured for Pima County and include the following features:

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 US Census Bureau QuickFacts Profile for Pima County
- 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 CHC 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 – CHC-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 CHC-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 – CHC-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 CHC as well as custom pages created by client.
- Tiles – CHC'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 CHC'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 (CHC'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 (CHC'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. CHC provides training and guidance to support local content addition.
- Language Translation – Automated translation of website for 40+ languages supported by Google

CHC Services

The CHC Platform comes with the following services:

1. Account Manager Training and Support Services*

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

- 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 CHC 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 CHC 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 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. CHC Peer Network

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

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

3. **CHC Maintenance Services**

CHC's ongoing responsibilities:

- 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, online 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

Client responsibilities: Client will have the following responsibilities to assist in the launch and maintenance of the site:

- Maintain one project manager to serve as the point of contact with CHC. Pima County has assigned Alan Bergen, Senior Program Manager as the primary point of contact to lead implementation, receive website administration training and interact with CHC during the implementation and maintenance of the CHC Platform.
- Provide feedback and review of site developments in a timely manner
- Regularly update locally maintained content
- Respond to brief, occasional surveys to provide feedback on CHC product and services

Changes and Additions to the Statement of Work

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

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	CHC/PCHD	Agreement Sign Date
Orientation Call	CHC/PCHD	Upon Agreement signing
Kickoff Meeting (optional)	CHC/PCHD	1-4 weeks from Effective Date
Site Branding Completed	CHC/PCHD	10-14 weeks from Effective Date
Access to training materials and ability to add local content begins	CHC/PCHD	10-14 weeks from Effective Date
Completion of core system content / Beginning of licensing period	CHC	14-16 weeks from Effective Date; exact date to be notified to Client by CHC and to be referred to as the "Licensing Period Start Date"
Project completion sign-off by client	PCHD	14-16 weeks from Effective Date
Ongoing site maintenance and content updates	CHC	Ongoing
Soft launch of system to internal review team	PCHD	Date TBD by PCHD
Public launch of system (optional)	PCHD	Date TBD by PCHD

Terms of Payment

Pricing

Basic CHC Platform

1 State: AZ

1 County: Pima

Description	Fee
Setup (one-time fee)	\$5,000
Annual License <i>License fee will be \$10,000 if Agreement is signed before 4/5/2019. After this time, the license fee will increase to \$20,000.</i>	\$10,000

Billing Schedule

The total Year-1 Fee is \$15,000 and shall be paid in two installments: one-half (in the amount of \$7,500) at Agreement signing, and one-half (in the amount of \$7,500) on the Licensing Period Start Date, estimated to be 14-16 weeks after Agreement signing (please see Timeline schedule above). The Year-2 and subsequent Annual License Fees of \$10,000 shall be paid in one installment on each anniversary of the Licensing Period Start Date.

All invoices are due within thirty (30) days following the date of receipt of the invoice. Invoices not paid within thirty (30) days of the date of the receipt of the invoice shall be subject to late charges equal to the lesser of 1.5% per month or the highest interest rate allowable by applicable law.

Client has assigned:

Alan Bergen, Senior Program Manager

Office: 520.724.7811 | Mobile: 520.273.6085 | Email: Alan.Bergen@pima.gov

as the billing contact to receive invoices and interact with CHC on billing matters. CHC 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. CHC will be reimbursed for travel and related business expenses associated with in-person meetings.