

RESOLUTION NO. 083, SERIES 2017

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT – (CONDUENT HEALTHY COMMUNITIES CORPORATION – \$32,000.00).

SPONSORED BY: COUNCIL MEMBER WOOLRIDGE

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

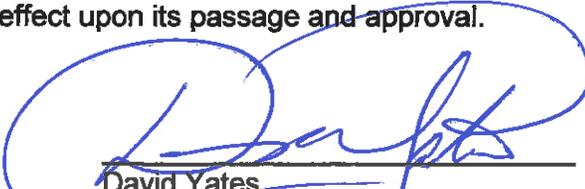
PUBLIC HEALTH AND WELLNESS

\$32,000.00 for a noncompetitively negotiated Sole Source Contract with Conduent Healthy Communities Corporation for a Healthy Communities Website from July 1, 2017 through June 30, 2018.

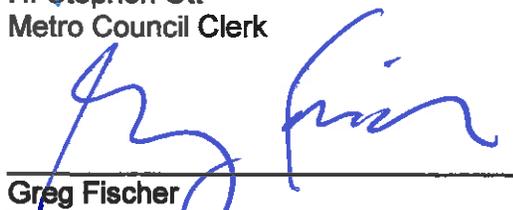
SECTION II: This Resolution shall take effect upon its passage and approval.



H. Stephen Ott
Metro Council Clerk



David Yates
President of the Council



Greg Fischer
Mayor

9/19/17

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

**LOUISVILLE METRO COUNCIL
ADOPTED**
September 14, 2017

BY: 

R-114-17 Health Department - Contract (Sole Source) with Conduent Healthy Communities Corporation (fka Healthy Communities Institute Corporation) Fiscal Year 2018 Resolution 070517.doc [pr]



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Public Health and Wellness	Department Contact	Briana Forsythe
Contact Email	briana.forsythe@louisvilleky.gov	Contact Phone	502-574-6690

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	<input checked="" type="checkbox"/>			
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2017	06/30/2018		

VENDOR INFORMATION

Vendor Legal Name	Healthy Communities Institute Corporation						
DBA							
Point of Contact	Marie Ross	Email	marie.ross@xerox.com				
Street	2054 University Ave						
Suite/Floor/Apt	6th Floor	Phone	510-280-3674				
City	Berkeley	State	CA	Zip Code	94704		
Federal Tax ID#			SSN# (if sole proprietor)				
Louisville Revenue Commission Account #							
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business				
Select If applicable							

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$32,000	(including reimbursement expenses, if applicable)				
Fund Source: General Fund	<input checked="" type="checkbox"/>					
Federal Grant		Federal Granting Agency				
Other		Describe:				
Account Code String #	<input type="checkbox"/> 1101	<input type="checkbox"/> 605	<input type="checkbox"/> 4113	<input type="checkbox"/> 411656	<input type="checkbox"/> 521301	
Payment Rate	per hour		per day		per service	
	per month	\$32,000	Other	Total		
Payment Frequency	Monthly	<input checked="" type="checkbox"/>	Upon Completion / Delivery			
	Quarterly		Other			



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

In 2013, LMPHW hired Healthy Communities Institute (HCI) using a Professional Service Contract to develop and maintain a health outcomes and behaviors data dashboard website. The resulting website, healthyloouisvillemetro.org, provides a central hub for local primary and secondary health data about Louisville/Jefferson County residents. This data includes Healthy Louisville 2020 information, key health indicator data, demographics, and disparities data. HCI provides the license, maintenance, and data updates for the dashboard. The work to be performed under this PSC/Sole Source contract is continued license, maintenance, and data updating for the HCI-created Healthy Louisville Metro Dashboard.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The Healthy Communities Institute (HCI) was awarded a sole source PSC in 2013 for development and maintenance of the Healthy Louisville Metro Dashboard. HCI is an expert in health information, public health, urban sustainability, and community planning. They are uniquely qualified to license, maintain and update the dashboard because of their expertise, and also because they are the only entity able to do so. The dashboard is owned by HCI; if we do not enter a contract for HCI to license, maintain and update the dashboard, Louisville will not have a health data dashboard. Having a health data dashboard is essential to maintaining the health department's Public Health Accreditation Board accreditation status. The dashboard is also vital to providing data that enables LMPHW to make data-driven decisions.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Joann Schulte DO, MPH Date 5/15/17
 Signature _____
 Printed Name Joann Schulte

Purchasing Director Joel Neaveil Date 6/29/17
 Signature _____
 Printed Name Joel Neaveil



HEALTHY COMMUNITIES INSTITUTE

License Agreement Healthy Communities Network

Submitted To: Louisville Metro Department of Public Health and Wellness (LMDPHW)
400 East Gray St., Louisville, KY 40202

Submitted By: Healthy Communities Institute (HCI)
January 10, 2014
Revised February 4, 2014
Revised February 21, 2014

This License Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date") by and between Healthy Communities Institute Corporation, a California Corporation ("HCI"), with its principal place of business located at 2054 University Avenue, Suite 600, Berkeley, CA 94704, and Louisville Metro Department of Public Health and Wellness ("Client"), with its principal place of business located at 400 East Gray St., Louisville, KY 40202.

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

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

3. **Payment.** Client agrees to pay to HCI the fees as set forth in the Statement of Work. HCI reserves the right to adjust prices for its products and services on a prospective basis, from time to time during the term of this Agreement, if the price changes are consistent with HCI's broad price policy changes. In the event that any amount due to HCI hereunder is not paid within 30 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, HCI reserves the right to suspend or terminate Client's access to the HCN System and the performance of any services provided hereunder.

4. **Term; Termination.** This Agreement is effective upon the "Effective Date" and will continue for 1 year from the Licensing Period Start Date (as defined in Exhibit A) with 1-year renewals approved each year by the Metro Council thereafter, unless HCI or Client gives 60 days' prior written notice to the other party of non-renewal or a request to renegotiate. HCI or Client may terminate this Agreement upon 30 days' prior written notice of the other's material breach and failure to substantially cure the breach within 30 days of receipt of the notice of breach. HCI or Client may terminate this Agreement for convenience upon 6 months' prior written notice to the other party. Upon expiration or termination of this Agreement, all licenses granted hereunder shall terminate. Client shall promptly cease use of and delete or return



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any electronic information associated with the HCN System and associated intellectual property. If HCI terminates this Agreement for convenience or the Agreement is terminated due to HCI's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to HCI any unpaid portion of the 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 HCI be liable for any loss of profit or revenue or cost of procurement of substitutes by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if HCI was advised of the possibility of such loss or damages. Client's sole and exclusive remedy for any claim against HCI with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by HCI of any material defects or deficiencies therein, of which Client notifies HCI in writing within ten (10) days after the delivery of such deliverables or completion of that portion of the supporting services. In the absence of any such notice, the deliverables and supporting services provided hereunder shall be deemed satisfactory to and accepted by Client.

6. Intellectual Property. Licenses: While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, HCI grants to Client a non-exclusive, non-transferable, non-sublicenseable, license to (a) access and remotely interact with the HCN System and allow users of its HCN System implementation's website ("Users") such access and interaction; (b) use HCI's trademarks to the limited extent as stated below; (c) access HCN System utilization data; and (d) access error corrections to the HCN System, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to HCI a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, perform and display any and all content it provides to HCI in connection with the HCN System. **Trademarks:** HCI and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide license to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. HCI and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. HCI and Client may each terminate the other's license to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or licenses or uses whatsoever in or to the HCN System or HCI's Trademarks are granted to Client. HCI is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the HCN System and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the HCN System, and any deliverables and supporting services provided by HCI under this Agreement. **Protections:** HCI and Client shall cooperate to police and protect the HCN System and its associated intellectual property. Client shall promptly notify HCI in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the HCN System and its associated intellectual property ("Violations") of which it becomes aware and HCI shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against HCI based on or arising out of HCI's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all HCI intellectual property notices on all copies Client produces or reproduces of the HCN System and associated data, screens, and software, and shall not remove any HCI intellectual property notices from any materials. Any website through which a user interacts with the HCN System shall have, at a minimum, attribution to HCI for creating and operating the website and

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2/21/14 11:40 AM

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CONFIDENTIAL



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

7. User Relations. Client will either incorporate HCI's terms of use into its terms of use, as will be displayed on Client's website; or allow HCI to maintain a terms of use link and document on the HCN System implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the HCN System implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by HCI. HCI will provide second tier support directly to Client through Web, email and telephone support during normal business hours (8AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and HCI will train one support person who will be Client's interface with HCI on support matters.

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



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

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

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

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 Kentucky law and the parties submit to personal jurisdiction in Kentucky. **"Severability, Headings:** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. **Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Force Majeure:** If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of HCI's servers and the provision of the HCN System and supporting services hereunder may be interfered with by numerous factors outside of HCI's control. HCI does not guarantee continuous, uninterrupted or secure provision of the HCN System and supporting services, and Client acknowledges that the HCN System and supporting services may be unavailable for sustained periods of time. Should the HCN System and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if HCI does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors:** HCI and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created hereunder. **Notice:** Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in writing. **Notice shall be deemed given:** upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. **Notwithstanding the foregoing,** HCI may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the HCN System and associated intellectual property, to another party so long as such assignment is to an authorized partner of HCI that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made



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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 HCN System implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to HCI's tools, products or services without giving to HCI 90 days' prior written notice, which notice shall provide to HCI the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

12. Special Conditions Applicable to Client:

a. Client shall not reimburse out of pocket expenses under this Agreement.

b. HCI shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of HCI's costs which are chargeable to the Client under this Agreement; and the Client shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by HCI shall include (without limitation): (a) payroll records accounting for total time distribution of HCI's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for HCI's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

c. The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Client to report all amounts in excess of \$600.00 paid to non-corporate contractors. HCI agrees to furnish the Client with its taxpayer identification number (TIN) prior to the effective date of this Agreement. HCI further agrees to provide such other information to the Client as may be required by the IRS or the State Department of Revenue.

d. Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party;

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase



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standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

e. The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

Deryk Van Brunt
for Healthy Communities Institute Corporation

LeQuandra S. Nixson
for Louisville Metro Department of Public Health and Wellness

Print Name: Deryk Van Brunt

Print Name: LeQuandra Nixson

Title: President/CEO

Title: Director

Approved as to Form and Legality:

Print Name: Michael J. O'Connell

Title: Jefferson County Attorney

Date: 2/21/14



EXHIBIT A

Statement of Work: HCI – Louisville Metro Department of Public Health and Wellness

Healthy Communities Institute Corporation ("HCI") will make available to Louisville Metro Department of Public Health and Wellness (LMDPHW) a version of the Healthy Communities Network (HCN) website template system ("HCN System") with available local data for Jefferson County.

LMDPHW has assigned Gerald Kaforski as the central website administrator to lead implementation, receive site administration training and interact with HCI during the implementation of the HCN System. The HCN System will include the following:

Features

- **HOME PAGE** – Homepage designed using HCN color templates and integration of organization logo/graphic, images, sponsorship and partner recognition bar
- **COMMUNITY DASHBOARD: EASY TO INTERPRET GAUGES AND RANK-BY-STATUS FEATURES** – 75-100 curated health and quality of life indicators with views for Jefferson County as available from public, on-line state or national data sources and dependent upon statistical validity for a geography. See list of HCI defined Core Indicators. Core indicator list is subject to change from time to time depending upon data availability and strategy. Unique HCI gauge indicator dashboard provides ranking data by status (green, yellow, or red). Query tool to search the database and display user-defined relevant indicators.
 - **DASHBOARD** provides most current and continually updated data
 - **LOCALLY ADMINISTERED DASHBOARD DATA INTEGRATION.** LMDPHW can add unlimited locally owned data into the dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. HCI provides up to 8 hours of training and guidance to support local content addition during setup. Basic HCI local admin support typically supports the addition of a few local indicators; larger projects will likely require additional support service for an additional fee.
 - **DATA EXTRACTS** – Provides the local administrator with tools to download the indicators into an Excel spreadsheet for further analysis and import into other applications.
- **INTEGRATED GIS MAPPING** – Unique mapping integrated with the indicator dashboard that uses the easy-to-understand "green, yellow and red" color coding. Quickly visualize health and quality of life indicators within your community and can be layered with Nielsen Claritas demographic data.
- **DISPARITIES DASHBOARD** – View data broken out by race/ethnicity, age, and gender groups to identify disparities within the population (as available, varies by indicator source).
- **HEALTHY PEOPLE 2020 PROGRESS TRACKER** – Automated progress tracker for key Healthy People 2020 targets.
- **LOCAL PROGRESS TRACKER** – Locally-defined, customizable, performance reporting and evaluation tool that dynamically shows where locally relevant health targets have and have not been met.
- **DEMOGRAPHICS DATABASE** – Nielsen Claritas Demographic Profile Data for Jefferson County. Single year estimates. Zip code level/per county/per website.



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- **HOSPITALIZATION DATA** – Inpatient hospitalization indicators; 15 preventable causes of admission follows AHRQ guidelines; provided at county and zip code level (based on client providing statewide data files and statistical validity). Two measurement periods included as baseline. Please note this is age-adjusted data. (Clients are responsible for obtaining and purchasing hospital utilization data from the state/agency that holds data (if fees are required for access and use). HCI provides the analysis of the raw data and the posting of aggregated indicators on the client websites.)
- **SEARCHABLE IMPLEMENTATION STRATEGY DATABASE** – One-of-a-kind database of 2,000+ model health and quality of life programs and policies from across the country classified by documented effectiveness; HCI advanced search tool enables users to identify practices by health topic, disparity category, local, spotlight, or CDC. Database includes evidence-based programs that have outcomes and peer review; local model programs can be submitted for inclusion and recognition in the HCI database collection.
- **INDICATOR COMPARISON REPORTING TOOL** – Compare indicators across all system geographies within a state side by side.
- **REPORT ASSISTANT TOOL** – Quickly create content summary reports that can be exported and shared with others. These reports can be emailed or saved as a PDF.
- **REPORT CENTER** – Central repository for local reports, community needs assessment documents, community profiles, and other local documents.
- **INITIATIVE CENTERS** – Customizable web page that can display indicators, programs, and other content to increase collaboration and focus on priority initiatives. Programs could include MAPP, CPPW, CHIP, and SHIP initiatives.
- **FUNDING OPPORTUNITIES DATABASE** – Allows users to quickly national grants and funding opportunities.
- **TRAINING AND LIVE SUPPORT** – 40 hours of live/enduring training for local administrator; Eight (8) hours of training and guidance annually to support the addition of local indicators; Client Help Center: 24/7 client portal to support site implementation and enhancement
- **GOOGLE ANALYTICS** – Access to view Google Analytics upon request for use in analytics or reporting needs

Configuration Options

- Images for site banners
- Color scheme for website
- Addition of sponsors and partners logos
- Ability to suppress particular features, topic areas, or content (depending upon scope of requested changes)



Training and Implementation Support

HCI will provide services to assist in the launch of the site through:

- An initial project kick-off meeting
- Training in system administration through online resources with account manager support and follow-up training as needed
- Support on overall approach and process for adding local indicators and update content such as featured content, news, reports, etc.

LMDPHW responsibilities to assist in the launch and maintenance of the site are to:

- Assign one project manager who will serve as the point of contact with HCI
- Provide feedback and review of site developments within one week of submission
- Regularly update locally maintained content

Maintenance and Support

HCI's ongoing responsibilities are to:

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

Changes and Additions to the Statement of Work

If new requirements or expanded requirements are identified during the specifications phase, this Statement of Work may be amended and agreed to in writing by the parties and in advance of development. HCI reserves the right to change the content, indicators (subject to relevance, availability, and input by local partners), software and functionality of the HCN System 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, which normally takes 4-5 months. The timeline with LMDPHW will be refined upon Agreement signing and is dependent on each party meeting defined project dates for milestones.

LMDPHW has assigned Gerald Kaforski as the central website administrator to lead implementation, receive site administration training and interact with HCI during the implementation.

Work Step	Task Owner	Completion Date
Contract signed	HCI/LMDPHW	Agreement Sign Date
Orientation Call	HCI/LMDPHW	Upon Agreement signing
Kickoff meeting	HCI/LMDPHW	0-2 weeks from Effective Date
Site Branding Completed	HCI/LMDPHW	12-14 weeks from Effective Date
Access to training materials and ability to add local content begins	HCI/LMDPHW	14-16 weeks from Effective Date
Completion of core system content / Beginning of licensing period	HCI	16-20 weeks from Effective Date; exact date will be notified to Client by HCI and be referred to as the "Licensing Period Start Date"
Ongoing site maintenance and content updates	HCI	Ongoing
Soft launch of system to internal review team	LMDPHW	Date TBD by LMDPHW
Public launch of system (optional)	LMDPHW	Date TBD by LMDPHW



Terms of Payment

HCN System for Louisville Metro Department of Public Health and Wellness

1 County: Jefferson

1 State: KY

Pricing

Description	Fee
HCN System Setup (one-time fee)	\$10,000
HCN System Annual License	\$32,000

Billing Schedule

The total of Year-1 fees is \$42,000. Year-1 fees shall be paid in two installments: one-half (in the amount of \$21,000) at Agreement signing, and one-half (in the amount of \$21,000) on the Licensing Period Start Date, 16-20 weeks after Agreement signing (please see Timeline schedule above).

The Year-2 and subsequent Annual License Fee of \$32,000 shall be paid in one installment on each anniversary of the Licensing Period Start Date.

HCI will provide an invoice to LMDPHW for all payments that become due. In case of late payment, the amount due will increase 1% per each month that the invoice is not paid after the standard net 30-day terms.

LMDPHW has assigned Makeda Harris as the billing contact to receive invoices and interact with HCI on billing matters. HCI understands the billing contact may change from time to time upon notice from LMDPHW.

AMENDMENT TO LICENSE AGREEMENT AND STATEMENT OF WORK

Submitted To: Louisville Metro Department of Public Health and Wellness
Submitted By: Conduent Healthy Communities Corporation
f/k/a Healthy Communities Institute Corporation
June 19, 2017

This Amendment ("AMENDMENT"), made and entered into as of 7/1/17 (the "Effective Date") by and between Conduent Healthy Communities Corporation, f/k/a Healthy Communities Institute Corporation ("HCI") and the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Health and Wellness ("LMDPHW") amends the Statement of Work and License Agreement entered into by the parties on March 13, 2014, as previously amended (collectively, the "AGREEMENTS") as follows:

1. Extension. The parties hereby agree to extend the term of the AGREEMENTS for for a License Period of twelve (12) months from 7/1/17 through 6/30/18 (the "Extension Period"). Unless otherwise amended during the Extension Period, the Annual License fee for the Extension Period is \$32,000.00.
2. HCI will invoice LMDPHW the Total Annual License Fee of \$32,000 for the License Period 7/1/17 through 6/30/18 upon the Effective Date. In case of late payment, the amount due will increase 1% per each month that the invoice is not paid after the standard net 30-day terms.

This AMENDMENT is hereby incorporated into the AGREEMENTS. Except as expressly modified by this AMENDMENT, all of the terms and conditions of the AGREEMENTS are hereby ratified, reaffirmed, and remain in full force and effect. The terms of this AMENDMENT will supersede any terms in the AGREEMENTS inconsistent herewith and in the event of a conflict, terms herein govern.

This AMENDMENT may be executed in counterparts, by facsimile, electronic signature or otherwise, each of which shall be deemed an original and both of which together shall be deemed one and the same instrument.

The signatories each represent that he or she is authorized to enter into this ADDENDUM.

For Conduent Healthy Communities Corporation



Print Name: Joseph Van Buren

Title: PRESIDENT

Date: 8/9/17

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Florham Park, NJ 07932

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8/19/17
CONFIDENTIAL

For Louisville/Jefferson County Metro Government, acting by and through its Department of Public Health and Wellness



Print Name: Jon Mead

Title: Assistant Director/Chief of Staff

Date: 8/9/17

400 East Gray St.
Louisville, KY 40202