

## HCI Platform License Agreement

This License Agreement ("Agreement") is made and entered into as of the date it has been executed by both parties by and between Conduent Healthy Communities Corporation, a California Corporation ("HCI"), with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932, and Orange County Health Care Agency ("Client"), with its principal place of business located at 405 W. 5th Street, 7th Floor, Santa Ana, CA 92701.

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 hereto ("Statement of Work"), HCI will use all reasonable business efforts to provide maintenance support services to the Standalone HCI Platform as described in the Statement of Work. HCI will continue to host, operate and maintain its HCI Platform implementation on servers operated by or for HCI.

2. Limited Warranty; Disclaimer. Client acknowledges that (i) HCI's products and services, including the HCI Platform 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 HCI 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. HCI does not make any express or implied warranties in connection with this Agreement, the HCI Platform 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 HCI Platform and the performance of any services provided hereunder. The amounts payable to HCI 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 HCI'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 HCI hereunder.

4. Term; Termination. This Agreement is effective November 1, 2019, the "Effective Date" and will continue for 3 years from the Licensing Period Start Date (as defined in Exhibit A). 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 by HCI to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the HCI Platform 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 further agrees that the total liability of HCI for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of HCI, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to HCI hereunder during the twelve (12) month period preceding the date the claim arises. 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 HCI Platform and allow users of its HCI Platform implementation's website ("Users") such access and interaction; (b) use HCI's trademarks to the limited extent as stated below; (c) access HCI Platform utilization data; and (d) access error corrections to the HCI Platform, 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 HCI Platform. **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 HCI Platform 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 HCI Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the HCI Platform, and any deliverables and supporting services provided by HCI under this Agreement. **Protections:** HCI and Client shall cooperate to police and protect the HCI Platform and its associated intellectual property. Client shall promptly notify HCI in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the HCI Platform 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 HCI Platform 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 HCI Platform shall have, at a minimum, attribution to HCI for creating and operating the website and 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 HCI 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 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 sub-section 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 HCI Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the HCI 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 HCI. HCI 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 HCI will train one support person who will be Client's interface with HCI on support matters.

**8. Additional Provision.** HCI assumes no liability for any claims arising from the following: (i) the combination of the HCI Platform and associated intellectual property or use with other hardware, software or other items not provided by HCI; (ii) the modification of the HCI Platform or any part thereof by Client; (iii) use of the HCI Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs.

**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, each party shall pay for its own legal costs, including attorney's fees.

11. General Provisions. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree to submit to personal jurisdiction in California and venue for any action hereunder shall be in a state or federal court in or for Orange County, California; provided, however, any action hereunder for an injunction or other equitable relief shall be in any court having jurisdiction. **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 HCI until twelve (12) months after the date the HCI 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 HCI's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of HCI's Personnel, such interest will be discussed first with HCI prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of HCI 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 HCI's servers and the provision of the HCI Platform 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 HCI Platform and supporting services, and Client acknowledges that the HCI Platform and supporting services may be unavailable for sustained periods of time. Should the HCI Platform 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 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, HCI may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the HCI Platform 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 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 HCI Platform 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 on the parties.

For Conduent Healthy Communities Corporation

DocuSigned by:

David Williams

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Print Name: David Williams

Title: VP/GM Provider

Date: 2/1/2019

For Orange County Health Care Agency

Print Name: Roland Tabangin

Title: DPA

Date:

Approved as to Form  
Office of the County Counsel  
County of Orange, California

DocuSigned by:

Eric Divine

2/21/2019

County Counsel Deputy

## EXHIBIT A:

## Statement of Work: HCI – Orange County Health Care Agency

Conduent Healthy Communities Corporation ("HCI") makes available to Orange County Health Care Agency ("Client") a version of the HCI Platform ("HCI Platform") as follows:

## HCI Features

The HCI Platform is configured for 1 County in the State of California (Orange) and includes 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.
  - Hospitalization/ER Data
  - Additional 45 Indicators
- Demographics Tier 2 Claritas Data for Orange 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 HCI 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 – HCI-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 HCI-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 – HCI-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

- Tiles – HCI'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 HCI'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.
- Custom Web Pages – Allows local administrator to create unlimited custom web pages using Tiles (HCI'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. HCI provides training and guidance to support local content addition.
- Language Translation – Automated translation of website for 40+ languages supported by Google (standalone only).

## HCI Services

The HCI Platform comes with the following services:

### 1. Account Manager Training and Support Services\*

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

- Local Administrator Training if applicable – 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.
- 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. HCI Peer Network

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

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

### 3. HCI Maintenance Services

HCI's ongoing responsibilities continue to include:

- 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 maintenance of the site:

- Maintain one project manager to serve as the point of contact with HCI. Orange County Health Care Agency has assigned Jane Chai as the primary point of contact to interact with HCI during the implementation and maintenance of the HCI 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 HCI 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. HCI reserves the right to change the content, indicators (subject to relevance, availability, and input by local partners), software and functionality of the HCI Platform from time to time, and in accordance with any regulatory requirements and then-current product specifications.

#### Terms of Payment

##### Pricing

The Annual License Fee is \$66,000 for the Term. This Annual License Fee includes:

- The basic platform license in the amount of \$30,000.00,
- The Claritas Data Set license in the amount of \$2,500.00,
- The Hospitalization and ER Data license in the amount of \$7,500.00, and
- The 45 additional indicators in the amount of \$26,000.00.

After the completion of the Term, the Annual Fees Fee may be increased by HCI upon giving Client 60 days notice prior to the completion of the Term

Upon request from County, the Older Adult indicators will be licensed for \$5,000.00 per Annual License Period. County is not to be billed for the Older Adult indicators until County approves of this work.

Upon request from County, additional professional services will be added at a rate of \$200.00 per hour, not to exceed \$29,000.00 per Annual License Period. County is not to be billed for such professional services until the parties mutually agree to the scope of work and County approves the completion of the work performed.

Notwithstanding the above, the Annual Licensing Fees and professional service fees will not exceed \$100,000.00 per Annual License Period during any renewal period.



**Billing Schedule**

HCI shall invoice Client for the total Year-1 Annual License Fee of \$66,000.00 on the Effective Date. Thereafter, the Annual License Fee is \$66,000 and shall continue to be paid on each anniversary of the Licensing Period Start Date for the duration of the contract term.

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 Jane Chai 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.



**CONDUENT HEALTHY COMMUNITIES CORPORATION**Secretary's Certificate

I, J. Michael Pepper, do hereby certify that I am the Secretary of Conduent Healthy Communities Corporation, a California corporation ("CHCC"), and that, as such, I am authorized to execute this certificate on behalf of the Company. I hereby certify in my capacity as Secretary of CHCC, that the attached is a true, correct and complete copy of the list of Officers and Directors for the Company.

IN WITNESS WHEREOF, I have signed this Secretary's Certificate as of this 18th day of February 2019.


  
Name: J. Michael Pepper  
Title: Secretary

State of New Jersey }  
County of Morris

On this 18th day of February 2019, before me, the undersigned officer, J. Michael Pepper, personally appeared, who, on behalf of Conduent Healthy Communities Corporation, a California corporation, and being duly authorized to do so, executed the foregoing certification by signing as Secretary of Conduent Healthy Communities Corporation.

KRISTINA PANEK  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50056861  
My Commission Expires 3/20/2022

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

My commission expires: 3/20/22



## Conduent Healthy Communities Corporation

Name	Title	Role	First Elected	Expires On	Term
Allen Cohen	Vice President	Officer	01/01/2018	12/31/2999	Perpetual
Brian Walsh	Director	Director	01/25/2016	12/31/2999	Perpetual
Brian Walsh	Senior Vice President	Officer	01/25/2016	12/31/2999	Perpetual
Cara Shore	Chief Financial Officer	Officer		12/31/2999	Perpetual
David Pierson	Vice President- Real Estate	Officer	05/17/2017	12/31/2999	Perpetual
David Williams	Executive Vice President	Officer	10/08/2018	12/31/2999	Perpetual
J. Michael Peffer	Annual Report Signer	Annual Report Signer		12/31/2999	Perpetual
J. Michael Peffer	Director	Director	05/15/2015	12/31/2999	Perpetual
J. Michael Peffer	Secretary	Officer	05/15/2015	12/31/2999	Perpetual
J. Michael Peffer	Vice President	Officer	05/15/2015	12/31/2999	Perpetual
Jeffrey Friedel	Senior Vice President	Officer	05/17/2017	12/31/2999	Perpetual
Kevin Ciaglo	Assistant Secretary	Officer	05/17/2017	12/31/2999	Perpetual
Lawrence Callahan	Vice President- Real Estate	Officer	05/17/2017	12/31/2999	Perpetual
Pratap Sarker	President	Officer	05/17/2017	12/31/2999	Perpetual
Robert Starr	Treasurer	Officer	01/01/2017	12/31/2999	Perpetual
Sonia A. Hollies	Vice President	Officer	05/17/2017	12/31/2999	Perpetual

02/15/2019

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