

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into upon signature by both parties (the "Effective Date") by and between Conduent Healthy Communities Corporation, a California Corporation ("Consultant" or "Conduent"), with its principal place of business located at 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932, and County of Mendocino ("Client"), with its principal place of business located 1120 S. Dora St. Ukiah, CA 95482. Consultant and Client may collectively be referred to as "Parties" and individually as a "Party."

This Agreement is entered into with reference to the following facts:

- Consultant is in the business of performing certain consulting services;
- 2. Client desires to engage Consultant to provide certain consulting services; and
- **3.** Consultant and Client desire to set forth, in this Agreement, the terms which are applicable to such consulting services engagement.

Accordingly, Consultant and Client agree as follows:

1. Scope of Services

Consultant shall provide consulting services as outlined in Exhibit A, Statement of Work, attached hereto and incorporated therein (the "Services").

2. PRICE AND PAYMENT TERMS

- A. Payment & Invoicing. Consultant will provide an invoice to Client for all payments that become due for Services hereunder and Client agrees to pay Consultant for such Services in accordance with the terms of this Section. Client will pay each such invoice no later than thirty (30) days after Client's receipt of the invoice. Interest will accrue on any invoices not paid within this time period at a rate of one and one-half percent (1.5%), or the maximum amount allowed by law, whichever is less.
- **B.** Expenses. Client shall reimburse Consultant for pre-approved, actual, reasonable travel and out-of-pocket expenses incurred in connection with the Services.
- C. Transaction Taxes. All amounts payable under this Agreement are exclusive of any and all Transaction Taxes. Client shall pay, reimburse and indemnify Consultant for any and all taxes that are required to be paid in respect of any transaction and resulting amounts payable under this Agreement and any transaction documents, including but not limited to sales, use, value added, services, rental, excise, transactionally-based gross receipts, and privilege taxes, plus any interest and/or penalty thereon ("Transaction Taxes"). Transaction Taxes do not include (i) any taxes on Consultant's income or taxes in lieu of such income taxes, capital, property, employment or the privilege of doing business, or (ii) taxes on any goods and services used or consumed in performing the Services (including services obtained from subcontractors and/or Consultant affiliates) where the tax is imposed on Consultant's acquisition or use of such goods and services and the amount of tax is measured by Consultant's costs in acquiring, or the value associated with such goods and services. Transaction Taxes will be included in Consultant's invoice unless (i) the Client timely provides, and Consultant accepts proof of the Client's tax-exempt status or (ii) Consultant is



not registered to collect Transaction Taxes in a particular tax jurisdiction, in which case the Client shall be responsible for self-reporting and remitting Transaction Taxes directly to the taxing authority. If a taxing authority determines Consultant did not collect all Transaction Taxes, the Client shall remain liable to Consultant for such additional Transaction Taxes. Consultant and the Client each agree to take commercially reasonable steps to cooperate with each other in order to minimize Transaction Taxes imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law. Consultant and the Client agree that each of (i) the legal entity issuing an invoice and receiving a payment, and (ii) the legal entity receiving such invoice and making such payment, shall be organized in the United States. Prior to the first payment by the Client pursuant to this Agreement, Consultant shall provide to the Client a properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, claiming an exemption from backup withholding. Upon receipt of such form, the Client shall not withhold any portion of the payments made pursuant to this Agreement.

3. TERM AND TERMINATION

- A. <u>Term of Agreement</u>. This Agreement will commence on the Effective Date and will remain in force for a period of seventeen (17) months, unless otherwise terminated as provided herein (the "Term"). The Term may be extended upon mutual written agreement of the Parties.
- **B.** Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days' prior written notice in the event of a material breach by the other Party of its obligations under this Agreement and the Party said to be in breach fails to cure the condition of breach within thirty (30) days after receipt of the notice of breach.
- C. <u>Termination for Non-payment</u>. Consultant will have the option, but not the obligation, to terminate this Agreement or suspend performance of the Services if Client fails to pay when due undisputed amounts owing to Consultant and Client fails to cure such failure within ten (10) days after receipt of written notice from Consultant.
- **D.** Effect of Termination. Upon termination of this Agreement, all rights and duties of the Parties toward each other shall cease except that (i) Client shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Consultant for unpaid Services performed up to the date of termination, and related expenses, if any, in accordance with the terms of this Agreement, and (ii) Sections 4, 5, 6, 7, 8, and 10 shall survive termination of this Agreement.

4. REPRESENTATIONS BY CONSULTANT

A. <u>No Conflict</u>. Consultant represents that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the Services to be provided under this Agreement.



- B. Performance of Services. Consultant will perform the Services in a workmanlike manner in substantial compliance with Exhibit A, Statement of Work. If Consultant fails to perform the Services as represented in this Section and Client reports such failure to Consultant within ten (10) days after completion of such Services, Consultant will, at its expense, use commercially reasonable efforts to re-perform the Services to the standards stated herein. The foregoing is Client's sole and exclusive remedy for a breach of representations set forth in this Section.
- C. No Other Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, CONSULTANT DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Except for the limited representations provided herein, all Services and other materials delivered by Consultant ("Deliverables") are provided on an "AS IS" basis. Client acknowledges that Consultant's Deliverables and Services are not a substitute for legal advice in meeting federal, state or local regulations for conducting community health needs assessments or providing health information to communities.

5. INDEMNIFICATION

- A. Indemnification by Client. Client shall indemnify, defend and hold harmless Consultant, its affiliates and their respective officers, directors, employees, agents, and successors from and against all claims by a third party for losses to the extent such claim arises from, or relates to any of the following: (i) negligent acts or omissions or willful misconduct of Client personnel located in any Consultant facility while performing Services under this Agreement which causes bodily injury or death or physical damage to tangible property, (ii) Client's breach of its obligations with respect to Consultant's Confidential Information, or (iii) Claims by third parties arising out of or relating to any obligation not expressly assumed by Consultant under this Agreement.
- B. Indemnification by Consultant. Consultant shall indemnify, defend and hold harmless Client, its affiliates and their respective officers, directors, employees, agents, and successors from and against all claims by a third party for losses to the extent such claim arises from, or relates to any of the following: (i) negligent acts or omissions or willful misconduct of Consultant personnel located in any Client facility while performing Services under this Agreement which causes bodily injury or death or physical damage to tangible property, or (ii) Consultant's breach of its obligations with respect to Client's Confidential Information.

6. OWNERSHIP OF INTELLECTUAL PROPERTY AND PROMOTIONAL USE

Client and Consultant will retain all ownership of their respective previously owned intellectual property. Consultant will own any new intellectual property created under this Agreement, and to the extent that Consultant has received full payment as provided in this Agreement, Consultant hereby grants to Client a worldwide non-transferable nonexclusive right to use the newly created materials and any new intellectual property created under this Agreement, in perpetuity. For the avoidance of doubt, such use rights shall relate only to work specifically done for Client under this Agreement and does not apply to precursor intellectual property or other Consultant inventions, which were or are developed for general application in Consultant's services. Consultant retains rights to use de-identified Client materials, within reason, for promotional purposes.



During the term of this Agreement, Client agrees that it will not develop, nor embed, link, cobrand or promote on its website, any tools, products or services provided internally or by a third party that are substantially competitive with or similar to Consultant's tools, products, Deliverables or Services without giving to Consultant ninety (90) days' prior written notice, which notice shall provide to Consultant the option of terminating this Agreement for material breach.

7. CONFIDENTIAL INFORMATION

- A. <u>Defined</u>. During the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as 'confidential': (i) information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, (ii) Consultant software licensed or otherwise made available to Client, and (iii) the terms of this Agreement (collectively, "Confidential Information").
- B. Confidentiality. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information of a similar nature, but in no event with less than a commercially reasonable degree of care, and (ii) not disclose any such Confidential Information to any person or entity, except the Receiving Party's representatives who have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.
- C. Exclusions. The obligations of confidentiality will not apply to any Confidential Information that: (i) is or becomes generally available to and known by the public other than a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information, (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party, or (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.
- D. <u>Limited Waivers</u>. The terms of this Section will not preclude the disclosure of Confidential Information by the Receiving Party if such disclosure is: (i) in response to a valid order of a court or other governmental body of the United State or any political subdivision thereof, (ii) otherwise required by applicable law or regulation, or (iii) necessary to establish the rights under this Agreement, provided however, that the Receiving Party will limit the disclosure to the extent required for such purposes.

8. LIMITATION OF LIABILITY

A. <u>Limit on Types of Damages Recoverable</u>. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



B. Limit on Amount of Damages Recoverable. Consultant's cumulative aggregate liability, whether in contract, tort, or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of (i) actual damages incurred by Client as a result of the event(s) giving rise to the liability, or (ii) the amounts paid for the Services for the three (3) month period immediately preceding the month in which the event giving rise to the liability occurred.

9. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed to create a partnership, joint venture or similar relationship between the Parties and, except as otherwise expressly provided herein, no Party shall be deemed to be the agent of the other Party, it being understood and agreed that neither the method of computing compensation nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of independent parties contracting for services. Neither Party has or shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

10. Non-Solicitation

Client will not solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of Consultant's Personnel or the Personnel of its affiliates, during their participation in the Services or during the twelve (12) months after the conclusion of such participation. "Personnel" includes any individual or company Consultant employs or has employed as a partner, employee or independent contractor and with which Client comes into direct contact in the course of the Services. However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

11. MISCELLANEOUS PROVISIONS

- A. <u>Assignment</u>. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
- **B.** Severability. In the event any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision of this Agreement will not be affected and, in lieu of such invalid or unenforceable provision, there will be added automatically as part of this Agreement one or more provisions as similar in terms as may be valid and enforceable under applicable law.
- C. Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from fire, explosion, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, riot, war, terrorism, civil disorder, rebellions or revolutions, quarantines, wide spread disease or sickness, embargoes and other similar government or third party action, or any other cause beyond the reasonable control of such Party ("Force Majeure Event"). The Party whose performance has been delayed or prevented shall act diligently to resume performance as soon as reasonably possible.



- **D.** Waiver. The waiver by any Party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict-of-laws rules of the State of California.
- **F.** Notices. Any notice required or permitted by this Agreement shall be addressed to the Parties at the addresses shown below or such other address as either Party may notify the other of in a written notice delivered to the other Party in accordance with this Section. Notices shall be deemed given when delivered in hand or three (3) business days after the date mailed by United States mail, postage prepaid, or when actually delivered.

If to Consultant:

If to Client:

Conduent Healthy Communities Corporation 100 Campus Drive, Suite 200 Florham Park, NJ 07932 Attn: Healthcare Group President County of Mendocino 1120 S. Dora St. Ukiah, CA 95482

With a copy to: Conduent Law Department Attn: Navin Bhandari

And an electronic copy to: clientcontracts@conduent.com

- G. Entire Agreement. This Agreement, together with Exhibit A, Statement of Work, attached hereto and incorporated therein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications, whether written or oral, relating to the subject matter hereof.
- H. Counterparts and Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. This Agreement may be electronically signed and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

[Signature Page to Follow]



IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

For Conduct Healthy Communities Corporation	For County of Mendocino
Docationed by: Miliam (, Milholson	
William C. Nicholson	Print Name: Jenine Miller
Title:VP & General Manager	Title: BHRS Director
Date: 3/4/2024	Date: _3/1/24



EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to and subject to all of the terms and conditions of the Agreement. The Parties agree that this SOW together with the Agreement form a binding agreement between the Parties relative to all Services and Deliverables to be provided by Consultant to Client. The Agreement shall control in the event of any inconsistencies between the Agreement and this SOW. Any capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Agreement.

Overall Scope

Conduent will leverage Conduent public health expertise to develop a Community Health Needs Assessment (CHNA) and Strategic Plan.

2. Description of Services

Conduent will support the Client in completing its CHNA helping with project management, community assessments, data analysis and synthesis and report development, Conduent will also support the development of the Mendocino County Public Health Strategic Plan for 2024-2029.

3. Schedule

The timeline identified in Appendix A, attached hereto and incorporated therein, services to outline the schedule of Services and Deliverables (the "Timeline"). Conduent will assign a senior advisor to manage the Services and develop the Deliverables. The timeline "start date" is considered the day when Conduent and Client hold the Kick-Off Call. Client acknowledges and agrees that, to the extent Client or its agents, fail to meet their completion dates in accordance with the Timeline, Conduent will not be liable for any delays resulting from such failure and Client waives its right to any breach of contract claim against Conduent related to such failures. Client further understands and agrees that any delays by Client or its agents may impact the Timeline and fees identified herein, which may require an amendment to this SOW and/or Agreement.

4. Client Key Contact

Client designates the following individual(s) as key contacts for purposes of the Services and ensuring that Client meets their respective obligations and/or completion dates.

Client: Navin Bhandari, bhandarin@mendocinocounty.gov



5. Pricing & Payment Schedule

A. The fees for Services are as follows:

Description		Fee
Profession	nal Services	
	Project Management by Senior Advisor Kick Off Call Community Health Needs Assessment Community Status Assessment Community Context Assessment Community Partner Assessment	\$43,750
•	Data Analysis and Synthesis Final CHNA Report	
•	Development of Public Health Strategic Plan Abbreviated Environmental Scan Staff Engagement Draft of Strategic Plan	\$12,250
Total Prof	essional Services for County of Mendocino (Client)	\$56,000

B. The payment schedule is as follows:

Installment 1: \$43,750 will be invoiced upon completion of Final CHNA Report, to be paid in accordance with the terms of the Agreement.

Installment 2: \$12,250 will be invoiced upon completion of the Strategic Plan Draft, to be paid in accordance with the terms of the Agreement.

6. Travel and Related Business Expenses

Not Applicable.



Appendix A

Timeline & Scope of Work

Goal Start Date	March 2024 (Or Upon Contract Signing
Part A: Community Health Needs Assessment	March - September 2024
Project Planning & Kickoff	March 2024
Community Partner Assessment	March 2024 - April 2024
Community Status Assessment	April - May 2024
Community Context Assessment	April - June 2024
Data Analysis & Synthesis	July - August 2024
CHNA Report Development	August - September2024
Part B. Strategic Planning	October 2024 - June 2025
Environmental Scan	October 2024-December 2024
HD Staff Engagement	February 2025 – April 2025
Strategic Plan Development	April 2025 – June 2025



Services/Deliverable	Task Owner	Completion Date
Project Planning and Kick-Off To inform project planning and implementation, Conduent will review existing materials and reference documents (e.g., agency reports, requirements, etc.). To ensure effective coordination and collaboration, Conduent will work with the Client to confirm the working group structure and process for the assessment. The following are examples of project planning activities: • Set up regular meeting schedule (weekly/biweekly) • Review project scope, timeline, milestones, and deliverables • Define roles and responsibilities • Determine decision-making process (e.g., report format, visual identity guidelines) A project kick-off meeting will be scheduled with the project's working group and stakeholders (as appropriate) to review the project scope, timeline, milestones, and roles and responsibilities. Additional regular meetings will be scheduled throughout to confirm key project decisions and milestones such as those related to: • Community Status Assessment (Secondary data collection) • Confirm data sources and indicators for secondary data analysis • Review secondary data methodology (including HCl's Data Scoring, SocioNeeds Index®) • Community Partner Assessment • Confirm individuals and organizations who will participate in the Community Partner Listening Session • Community Context Assessment (Primary data collection) • Confirm primary data collection methods, tools, participants, and process • Coordinate translation and interpretation of community survey Project Management (Ongoing) Conduent will dedicate a team that includes at least one MPH-level public health professional to manage the project. Project management includes a review of prior CHNAs, orientation call to review reaccreditation requirements with the Client's CHNA Advisory Committee, regular progress update check ins, and guidance throughout the project.	Conduent /Client	March 2024



Community Partner Assessment (Print The goal of the Community Partner Assessment (Print The goal of the Community Partner Assessment (Print The goal of the Community Partner Listening Session The Client will be responsible for hosting Community Partner Listening Session. Session should include approximately lasts no longer than 1.5 hours. The Condiscussion should be centered around community, as well as barriers and opimprovement. Conduent will support the distribution of a brief community partner among community partner organization prior to the virtual Community Partner Laso analyze the Community Partn	izational capacity. Information will listening session. In a g/facilitating at least one (1) virtual The Community Partner Listening 10-15 participants and generally munity Partner Listening Session the needs and strengths of the portunities for community health e Client in the development and r survey to be distributed broadly and stakeholders serving Client Listening Sessions. The Client will stening Session transcripts/notes y findings from the brief partner in be shared with Conduent for and CHNA report development.	Conduent /Client	March-April 2024
incorporation into data synthesis a Summary findings must be provided to timeline to be incorporated into the follo	Conduent with the agreed upon		



Community Status Assessment (Secondary Data Analysis) Methodology	Conduent /Client	April-May 2024
The Community Status Assessment helps explore data about populations		
experiencing inequities.		
Secondary Data Analysis		
Conduent will work to incorporate additional secondary data from		
reputable national, state, and local sources into the CHNA. CHCC will		
review, analyze, and synthesize the indicator data available for the Client's		
service area, including community health status indicators, demographic		
information, and socioeconomic data. Secondary data analysis will also		
examine inequities and disparities to identify the needs of vulnerable or		
underserved populations.		
Data will be analyzed at the sub-county levels including zip codes or census tracts when available. Available sub-county level data will help		
identify areas most impacted by health disparities with potential to be		
considered for intervention. When available Mendocino County data will		
be compared to similar jurisdictions.		
Secondary data analysis will utilize demographic data, HCl's SocioNeeds		
Index ® Suite and Data Scoring tool*, core HCl indicator data, and GIS		
maps. Conduent will compile, review, and analyze the indicator data		
available for Mendocino County when available.		
*HCI's SocioNeeds Index® Suite provides analytics around social		
determinants of health to advance equitable outcomes. Current indices		
include 1) Health Equity Index, 2) Food Insecurity Index, and 3) Mental		
Health Index. The Data Scoring tool ranks indicators according to a		
systematic summary of comparisons.		
Presentation of Secondary Data Analysis Findings		
A presentation of methodology and secondary data analysis findings will		
be conducted via webinar for the Client and any stakeholders designated		
by the Client.		



Community Context Assessment (Primary Data Collection)

Community Input Tool Design

Conduent will work with the Client and CHNA Advisory Committee to design a set of quantitative and qualitative data collection tools that will ensure the collection of meaningful, measurable, and representative data related to community health needs and issues that will inform priorities. These tools include:

- Convenience sample survey instrument in English and Spanish that will elicit demographic information and perceptions of individual and community health needs and assets
- Focus Group guide that center around the needs and strengths of the community, and barriers and opportunities for community health improvement

Digital Community Health Survey*

Conduent will work with the Client to design a convenience sample survey in English and Spanish for Client and partner distribution across Mendocino County to elicit demographic information and perceptions of individual and community health needs and assets.

Findings from the preliminary secondary data analysis will inform the design of the survey. The online survey will include up to 45 multiple choice questions and take no more than 10-15 minutes to complete.

Once the survey is launched, Conduent will provide the Client and CHNA Advisory Committee with real-time survey respondent analysis through a survey dashboard that, when compared to established Mendocino County demographic profiles, can assist with modifying marketing and outreach for improved survey participation and respondent representation.

While the digital survey will serve as the primary distribution mechanism, paper copies of the survey in each translated language will also be provided. If any responses are collected by paper the Client will input the paper responses into the online survey tool for final analysis.

Also, Conduent will develop targeted marketing materials that include a flyer with QR code, shortened survey URL that can be distributed, and embeddable versions of the digital community survey. A communications document with marketing verbiage in English and Spanish will be provided as well to leverage with Client and partner social media and email communications. An online survey dashboard will be created to track responses regularly and inform the adjustment of outreach strategies as needed, with the target of achieving responses that are reflective of the service area's demographics.

Thematic analysis of the survey results will be used for subsequent synthesis with other data findings incorporated in the CHNA.

It is recommended that the survey be open for community participation for 6-8 weeks.

Focus Groups

Client FG Facilitation

Conduent/Clie nt

April-June 2024



Client and their partners will facilitate up to four (4) total focus groups throughout Mendocino County. Each focus group will include 8-12 participants and last no longer than 1.5 hours in length (45 minutes for virtual). The Client will also analyze the focus group qualitative data to identify summary findings. Summary findings from the FGs would then be shared with Conduent for incorporation into data synthesis and CHNA report development. Summary findings must be provided to Conduent with the agreed upon timeline to be incorporated into the following phases as scheduled.		
Data Analysis & Synthesis After the assessments are completed, Conduent will conduct an analysis and synthesis using standardized tools and methods to determine key findings, themes, patterns, trends, and gaps that identify priority community health needs and issues. Data methodology and findings will be evaluated for limitations related to methods, validity, biases, and constraints. These findings will be included in a slide deck and in the final CHNA Report.	Conduent	July-August 2024
Final CHNA Report Conduent will work with the Client to author one (1) CHNA report for Mendocino County, California. The report will include summary findings from the assessments including demographic information, description of health challenges and disparities, and description of inequities in factors contributing to health, and community assets beyond healthcare. Summary data files and tables from the CHNA will be provided as report appendices for future reference. Additional data files from the CHNA will also be provided for further analysis/reference.	Conduent/Clie nt	August- September 2024
Development of Public Health Strategic Plan Conduent will work with Mendocino County Public Health to develop a draft of their Public Health Strategic Plan that aligns with Mendocino County Strategic Plan and PHAB Standards	Conduent/Clie nt	October 2024- June 2025



 Abbreviated Environmental Scan Conduent will conduct an Abbreviated Environmental Scan that can include a review and analysis of key data and summary findings from the following: Current Mendocino County Strategic Plan Most recent Mendocino County Community Health Needs Assessment (CHNA) Most recent Mendocino County Community Health Improvement Plan (CHIP) Most recent Mendocino County Public Health Strategic Plan Other relevant department plans (e.g., Maternal, Child, and Adolescent Health Plan; HIV Prevention and Treatment Services Plan; Quality Improvement Plan, Workforce Development Plan etc.) 	Conduent/Clie nt	October- December 2024
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Staff Engagement (Kickoff, SWOT and One (1) Planning Session) Based on findings of the Abbreviated Environmental Scan, Conduent will work with the Mendocino County Public Health Department to develop a template and framework for their strategic plan. The framework will outline priorities, measurable SMART objectives and activities with time frames, responsible organizations, and assets or resources. The framework will ensure consistency and standardization and integrate an evaluation framework to support tracking progress and performance management. These measurable outcomes will be tracked using baseline and process measures including short-term and long-term metrics. This will be accomplished through a strategic planning launch and SWOT Assessment and one additional virtual development session. Strategic Planning Launch and SWOT Assessment Conduent will work with Mendocino County Public Health Department to facilitate one (1) virtual Strategic Planning Launch. This will be a virtual meeting involving key staff and stakeholders. Summary findings and information from the most recent county CHNA, CHIP, and Mendocino County Strategic Plan will be presented first, followed by a combination of brainstorming and nominal group techniques to reach consensus in identifying three to five strategic priorities to focus on for the final strategic plan development. Key agenda items will include: Sharing leadership's intent for the strategic plan including key findings and considerations from most recent CHNA and CHIP Discussion of the agency's vision, mission, and core values Conducting a SWOT assessment of the department's internal strengths and weaknesses, and external opportunities and threats Strategic Priorities Discussion Conduent will facilitate one (1) follow-up work plan development session. This virtual session will include a review of information from the county CHNA and CHIP, and stakeholder input. Conduent will facilitate conversations around existing programs and alignment with other workplans. Identifi	Conducat/Clic	February 2025-April 2025
Strategic Plan Report Development Conduent will work with Mendocino County Accreditation Coordinator to create a draft of the Public Health Strategic Plan. The draft of the strategic plan should ideally include strategies to address the Department's strategic priorities, provide short, mid-term and long-term goals and SMART objectives for each strategic issue, provide an action plan to meet the time framed objectives, and determine an appropriate measurement plan.	Conduent/Clie nt	April-June 2025



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

Date: 3/1/24

Budgeted: Yes Budget Unit: 4010 Line Item: 86-2189

Org/Object Code: PHFOPH

Grant: Yes

Grant No.: FoPH-025

COUNTY OF MENDOCINO

MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 03/26/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

INSURANCE REVIEW:

By: Dancie Untle

Risk Management

Date: 02/28/2024

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: <u>Located outside Mendocino County</u>

CONTRACTOR/COMPANY NAME

By: William C. Mcholson

William C. Nicholson

Date: 3/4/2024

NAME AND ADDRESS OF CONTRACTOR:

Conduent Healthy Communities Corporation

100 Campus Drive, Suite 200 Florham Park, New Jersey, 07932

916.203.1729

jeff.monahan@conduent.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

y. Coron

COUNTY COUNSEL

_{Date:} 02/28/2024

02/28/2