

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

416



FROM: Executive Office

SUBMITTAL DATE:
April 25, 2013

SUBJECT: Approval of Agreement with Huron Consulting, LLC to Provide Strategic Planning and Consulting Services for the Health and Mental Health Delivery System

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional service agreement with Huron Consulting Services, LLC, in the amount of \$645,253 for the period of May 1, 2013 through November 30, 2013, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision based on the availability of funding, and;
3. Direct the Clerk of the Board to return 3 original signed agreements to the Executive Office.

BACKGROUND: Riverside County solicited proposals from a qualified consultant or team of consultants to develop a strategic plan that will identify the future direction of the Riverside County

(Continued on Page 2)

Debra Cournoyer
Debra Cournoyer
Deputy County Executive Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Department Budgets	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *George A. Johnson*
George A. Johnson

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

2013 APR 30 PM 5:31

Prev. Agn. Ref.: **ALL** District: **All** Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-4

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: _____
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

Dept's Recomm.:
Per Exec. Ofc.:

BOARD OF SUPERVISORS

FORM 11: Approval of Agreement with Huron Consulting, LLC to Provide Strategic Planning and Consulting Services for the Health and Mental Health Delivery System

PAGE 2

BACKGROUND (Continued)

health and mental health delivery system and lead to improved health outcomes for residents countywide. In addition, the plan will identify business models to sustain the long-term financial viability to attain a strong market position in the new health reform landscape. The strategic plan will address how to achieve three key strategic goals, and be supportive of the fourth:

- Successfully transition the Riverside County health and mental health delivery system, in response to changes in the delivery environment driven by both the Affordable Care Act (ACA) and other market forces;
- Evaluate and recommend partnership models, including Joint Powers Authority, between the County and University of California, Riverside (UCR) School of Medicine;
- Maintain on-going financial stability, and;
- Support the Healthy Riverside County Initiative to improve health, reduce chronic disease, and promote livable communities for all residents.

The evaluation component of the contract will analyze and examine the operational and financial performance of the hospital, offering recommendations to improve and strengthen the Riverside County Regional Medical Center (RCRMC) and its clinics fiscal footing.

PRICE REASONABLENESS

Purchasing released a Request for Proposal EOARC-026 on behalf of the Executive Office, sending solicitations to fourteen companies and advertising on the County's Internet site. Nine responses were received ranging from \$72,500 to \$1,268,800. The proposals were reviewed by an evaluation team consisting of personnel from the Executive Office, Public Health, Mental Health, Riverside County Regional Medical Center, and Inland Empire Health Plan (IEHP). The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, bidder experience, ability, qualifications, past performance, credentials, resumes, license, certifications, project methodology, cost, references, financial status, clarifications, and exceptions or deviations. Through the evaluation process, four top vendors were selected with initial bids ranging from \$320,000 to \$695,253 and were brought in for oral interviews and presentations. Based on the evaluation of the initial proposals, and the interview/presentations, Huron Consulting Services, LLC was selected by the evaluation team as the most responsive/responsible vendor. A best and final offer was requested and Huron Consulting Services, LLC was able to reduce their original proposal from \$695,253 to a final, all inclusive price of \$645,253.

The evaluation committee recommends that the award be given to Huron Consulting Services, LLC as the responsive/responsible vendor in the amount of \$645,253.

REVIEW/APPROVAL

Purchasing reviewed this request and County Counsel approves the agreement as to form.

PROFESSIONAL SERVICE AGREEMENT

for

**HEALTH & MENTAL HEALTH DELIVERY SYSTEM
STRATEGIC PLANNING AND HOSPITAL FINANCIAL AND
OPERATIONAL PERFORMANCE CONSULTING SERVICES**

between

COUNTY OF RIVERSIDE

and

HURON CONSULTING SERVICES LLC D/B/A HURON HEALTHCARE



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This Agreement, made and entered into this 7th day of May, 2013, by and between HURON CONSULTING SERVICES LLC D/B/A HURON HEALTHCARE (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services (the "Services") as outlined and specified in Exhibit A, Scope of Services, consisting of three pages, at the prices stated in Exhibit B, Payment Provisions, consisting of one page, and Attachment 1, HIPAA Business Associate Attachment to the Agreement, consisting of nine pages.

1.2 The CONTRACTOR warrants that the Services will be performed with reasonable care in a diligent and competent manner. The CONTRACTOR'S sole obligation will be to correct any non-conformance with this warranty, provided that the COUNTY gives the CONTRACTOR written notice within 30 (thirty) days after the Services are performed or delivered. The notice will specify and detail the non-conformance and the CONTRACTOR will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

The CONTRACTOR does not warrant and is not responsible for any third party products or services. The COUNTY'S sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against the CONTRACTOR.

THIS WARRANTY IS CONTRACTOR'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE EXCEPT THOSE PROVIDED UNDER A SEPARATE LICENSE AGREEMENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it will perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 The CONTRACTOR will not be auditing any financial statements or performing attest procedures with respect to information in conjunction with this engagement. The CONTRACTOR'S Services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Any financial analysis the CONTRACTOR helps to prepare

will be solely for use by management for internal decision making purposes. The CONTRACTOR'S Services shall not include, and the COUNTY shall not request, any service which may be considered the practice of medicine or the practice of nursing under any applicable laws or regulations. To the extent applicable for the performance of Services, the COUNTY shall provide to the CONTRACTOR medically appropriate standards which may be referenced in any clinical process recommendations the CONTRACTOR makes or develops.

1.5 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through November 30, 2013, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for Services performed and products provided by the CONTRACTOR, and expenses incurred, in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by the COUNTY to the CONTRACTOR under this Agreement shall not exceed Six Hundred Forty Five Thousand Two Hundred Fifty Three dollars (\$645,253) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of Services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of the CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of thirty (30) days' advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after Services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**COUNTY OF RIVERSIDE
EXECUTIVE OFFICE
4080 LEMON STREET, 4TH FLOOR
RIVERSIDE, CA 92501
ATTN: DEBRA COURNOYER**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number EOARC-91874-001-11/13; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly. Notwithstanding the foregoing, no alteration, modification, waiver, or amendment to this Agreement shall be binding unless executed in writing by both parties.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should

have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's material breach of this Agreement, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not promptly cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any deliverables which are complete as of the notice of termination.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination, and rights under Section 16 and Section 21.4 upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

Upon full and final payment of all amounts due to the CONTRACTOR in connection with the engagement, all right, title and interest in the deliverables set out in the Exhibit A, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this

Agreement shall be the sole property of the COUNTY. The deliverables and may be used by the COUNTY as detailed in the Exhibit A. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

The CONTRACTOR will retain sole and exclusive ownership of all right, title and interest in the CONTRACTOR'S work papers, proprietary information, processes, methodologies, know-how and software ("CONTRACTOR Property"), including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything which the CONTRACTOR may discover, create or develop during the performance of Services. To the extent the CONTRACTOR'S deliverables contain the CONTRACTOR Property, upon full and final payment of all amounts due to the CONTRACTOR in connection with the Services, the CONTRACTOR grants the COUNTY a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without the CONTRACTOR'S express, prior written consent. If the deliverables are subject to any third party rights in software or intellectual property, the CONTRACTOR will notify the COUNTY of such rights. The CONTRACTOR'S assessment report contains the CONTRACTOR Property.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY'S interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes Services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any Services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the Services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the Services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the Services performed or products provided. The COUNTY may also terminate this Agreement for a material breach, and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 In all of the CONTRACTOR'S work performing the Services, the activities, conclusions, strategies and recommendations that the CONTRACTOR develops and implements represent the CONTRACTOR'S experienced judgment, based on the information supplied to the CONTRACTOR. The COUNTY will provide accurate and complete information to the CONTRACTOR, and the CONTRACTOR will rely upon the information received from the COUNTY. The COUNTY is responsible for reviewing and approving all work suggested, provided, or undertaken by the CONTRACTOR. The COUNTY acknowledges that the Services are consultative in nature and are offered as suggestions subject to the COUNTY'S approval. All Services provided by the CONTRACTOR shall be used by the COUNTY in a manner consistent with all applicable payer requirements, rules, regulations and laws.

8.3 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the

CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or Services under this Agreement without the prior written approval of the COUNTY, which shall not be unreasonably withheld; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute, unless the parties agree otherwise.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties agree that any and all disputes or claims arising hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be conducted in Riverside, California. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties consent and commit themselves to the jurisdiction of the courts of the State of California for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. If any suit, action, arbitration or other proceeding is instituted in connection with this Agreement, the prevailing party shall be entitled to recover reasonable fees of attorneys and other professionals and all other

costs and expenses actually incurred in connection therewith, including such fees, costs, and expenses of any appeal.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Intentionally omitted.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of Services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement upon written request by the COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving Services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

16.4 With respect to any information supplied in connection with the engagement and designated by the CONTRACTOR as confidential (“CONTRACTOR Confidential Information”), the COUNTY agrees to protect CONTRACTOR Confidential Information in a reasonable and appropriate manner, and use CONTRACTOR Confidential Information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

CONTRACTOR will provide COUNTY with a detailed assessment report as part of this project that will contain certain information CONTRACTOR maintains is proprietary and confidential to CONTRACTOR. CONTRACTOR must clearly mark on the detailed assessment report the information CONTRACTOR maintains is proprietary and confidential. As COUNTY is a public entity and subject to

the public record laws, CONTRACTOR may not mark the entire report as confidential and proprietary; that must be done only in appropriate specific parts by CONTRACTOR. In the event any third party requests copies of such information CONTRACTOR claims is proprietary and confidential, then COUNTY will immediately inform CONTRACTOR and, though COUNTY and CONTRACTOR will work together, the burden will be on CONTRACTOR to sufficiently establish that such information shall not be disclosed under applicable law. The burden is on CONTRACTOR and not COUNTY to establish that such information shall not be disclosed under applicable law. The COUNTY will not publish the assessment report prepared by CONTRACTOR.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be in writing and be deemed duly given when personally delivered or when mailed by first class mail, registered or certified, return receipt requested and postage pre-paid, addressed to the respective parties at the addresses set forth below:

If to CONTRACTOR:

Huron Consulting Services LLC d/b/a Huron Healthcare
6000 SW Meadows Road, Suite 300
Lake Oswego, OR 97035
Attention: Contracting Department

With a copy to:

Huron Consulting Services LLC d/b/a Huron Healthcare
550 W. Van Buren Street
Chicago, IL 60607
Attention: Legal Department

If to COUNTY:

County of Riverside
4080 Lemon Street, 4th Floor
Riverside, CA 92501

Attention: Debra Cournoyer, Deputy CEO

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification/Limitation of Liability

21.1 Each party shall indemnify and hold harmless the other party, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, owners, employees, agents, contractors and representatives from any liability related to or arising from the other party's acts or omissions in connection to the services under this Agreement.

21.2 With respect to any action or claim subject to indemnification herein by a party, the defending party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the defending party's indemnification to Indemnitees as set forth herein. The other party and its employees and agents shall cooperate fully in any such defense. Excluded from the foregoing indemnification obligations are claims for which applicable law does not permit indemnification. These

indemnification obligations shall survive termination of this Agreement for acts or omissions during any term of this Agreement.

21.3 Notwithstanding any other provision of this Agreement, the CONTRACTOR'S liability to the COUNTY under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, of fixed fees paid for the engagement that results in the claim (unless otherwise provided in this Agreement or its exhibits). The foregoing limitation shall not apply to claims caused by the CONTRACTOR'S breach of confidentiality of COUNTY'S protected health information. The CONTRACTOR shall not be liable to the COUNTY for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall the CONTRACTOR be liable to the COUNTY for special, consequential, incidental, or indirect damages except in the case of claims caused by the CONTRACTOR'S breach of confidentiality of COUNTY'S protected health information.

21.4 Notwithstanding any other provision of this Agreement, COUNTY'S liability to CONTRACTOR under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, of fixed fees paid for the engagement that results in the claim (unless otherwise provided in this Agreement or its exhibits). The foregoing limitation shall not apply to claims caused by COUNTY'S breach of confidentiality of CONTRACTOR'S Confidential Information. COUNTY shall not be liable to CONTRACTOR for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall COUNTY be liable to CONTRACTOR for special, consequential, incidental, or indirect damages except in the case of claims caused by COUNTY'S breach of confidentiality of CONTRACTOR'S Confidential Information.

21.5 Fixed fees, for the purposes of this Section 21, are fees that are not dependent on an outcome, such as the achievement of milestones or financial performance. The term of any support agreement shall be deemed to be a separate engagement, so that the CONTRACTOR'S liability under a support agreement is limited to all fixed fees paid under the support agreement during any term.

21.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.7 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a RFP# EOARC-026

claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of

insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of Services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of a party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the party from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of Services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any Services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation to the extent such COUNTY policies and procedures are provided by the COUNTY to the CONTRACTOR. If CONTRACTOR personnel are required to comply with COUNTY compliance policies, and the CONTRACTOR'S compliance policies conflict with COUNTY compliance policies, the parties will work to determine an appropriate solution to ensure that the CONTRACTOR'S personnel will not be subject to conflicting compliance requirements.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 During the term of this Agreement, and for a period of one year following its expiration or termination, neither party will directly or indirectly solicit, employ or otherwise engage any of the employees of the other party (including former employees) or contractors who were involved in the engagement. Notwithstanding the foregoing, neither party will be in breach of this provision due to hirings that are made solely as a result of general employment solicitation, such as employment ads placed in newspapers of general circulation or Internet job sites.

23.12 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.13 This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.

23.14 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

(Signature Page Follows.)

The undersigned parties agree to the terms, conditions and fees described in the foregoing Agreement and Exhibits A and B.

COUNTY:

BOARD OF SUPERVISORS
4080 Lemon Street, 5th Floor
Riverside, CA 92501

Signature: _____

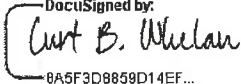
Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Dated: _____

CONTRACTOR:

HURON CONSULTING SERVICES LLC
550 West Van Buren Street
Chicago, IL 60607

Signature:  _____
8A5F3D8859D14EF...

Print Name: Curt B. Whelan

Title: Managing Director – Healthcare Sales

Dated: 4/24/2013

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 4/25/13

County of Riverside ("County")/
Huron Consulting Services LLC d/b/a Huron Healthcare ("Huron")
Strategic Plan and Operational/Financial Assessment

EXHIBIT A

CONTRACTOR SCOPE OF WORK REQUIREMENTS FOR THE COUNTY

This Exhibit A outlines the scope of the services Huron will perform for County.

Huron will develop a health and mental health delivery system strategic plan to include Riverside County Regional Medical Center ("RCRMC"), and public and mental health, and other key stakeholders as identified during the market analysis. Huron will also conduct an assessment for the County of the RCRMC's and the community health center's overall business operational and financial performance which will be directed toward providing a view of operational and financial improvement opportunities that may be achieved by undertaking a comprehensive performance improvement implementation project (collectively, the "Project").

The due dates provided in the tables below are based on an anticipated timeline to complete the full Project. These dates may be adjusted depending on the parties' ability to obtain data required for the Project.

1. Health and mental health delivery system strategic plan development and implementation:

	Due Date	Description
1	May 1, 2013	Conduct a market analysis of the health care delivery system in Riverside County in preparation for ACA implementation
2	June 1, 2013, August 1, 2013	Develop a regional vision and strategic plan involving key stakeholders, for an integrated health care delivery system model that links regional providers countywide
3	June 1, 2013	Develop a timeline and identify key milestones to guide implementation
4	August 1, 2013	Prioritize recommended action items
5	June 1, 2013, August 1, 2013	Prepare preliminary and final reports for presentation to the Board of Supervisors incorporating the regional vision, strategic plan, timeline and action priorities for implementation
6	August 30, 2013	Option to extend engagement for periodic updates as the provisions and guidelines for ACA are released

1.1 The market analysis should compile available data on the health and mental needs and demographics of Riverside County residents.

1.2 Review and document the County's progress to date in meeting objectives of the ACA. Significant data already collected by County departments will be used as appropriate, to develop the plan.

1.3 Identify current safety-net providers along with their current service capacity and gaps in the delivery system.

1.4 Provide examples of model communities as well as best practices and standards for sustainable delivery systems.

1.5 Identify opportunities to implement evidence-based chronic disease prevention policies and practices and estimate return on investment.

1.6 Review and recommend models for the integration of categorical public health services into primary care that maintain population based health promotion and communicable disease prevention services.

1.7 Recommend financial reimbursement models to maximize revenue and improve the sustainability of delivery system stakeholders. Of primary concern is the challenge of financial sustainability for County departments, as well as other delivery system providers.

1.8 Identify trends and capacity needs for 2014; and, provide recommendations to meet the needs.

1.9 Anticipate the challenges and opportunities the health care delivery system might experience to best position Riverside County for January 2014 and beyond.

1.10 Throughout the process, Huron will work to engage key stakeholders, including members of the HCGC. Data collected will be locally specific and include input from County departments, state associations and local delivery system stakeholders; and, build on previous reports and existing data whenever possible.

1.11 Evaluate and recommend mutually beneficial partnership models between the County and UCR.

1.12 Provide preliminary and final reports for presentation to the Board of Supervisors.

1.13 The strategic plan will address how to achieve three key strategic goals, and be supportive of the fourth, as follows:

- a. Successfully transition the Riverside County health and mental health delivery system, in response to changes in the delivery environment driven by both the Affordable Care Act (ACA) and other market forces;
- b. Evaluate and recommend partnership models, including Joint Powers Authority, between the County and University of California, Riverside (UCR) School of Medicine;
- c. Maintain on-going financial stability; and,
- d. Support the Healthy Riverside County Initiative to improve health, reduce chronic disease and promote livable communities for all residents.

2. a) *Analysis and evaluation of overall business operations for RCRMC and the community health centers*

	Due Date	Description
1	May 1, 2013	Analyze and evaluate overall operations
2	June 1, 2013	Develop recommendations to improve operational performance, incorporating best practices to improve efficiency and effectiveness
3	June 1, 2013	Estimate current and future savings resulting from implementation of recommendations
4	June 1, 2013	Prepare an implementation timeline and identify key milestones
5	August 1, 2013	Prepare a final report for presentation to the Board of Supervisors including recommendations, implementation timeline and milestones to improve operational performance

2. b) *Analysis and evaluation of financial performance for RCRMC and the community health centers*

	Due Date	Description
1	May 1, 2013	Analyze and evaluate the overall financial performance of the hospital and the community health centers. Compare to other similar institutions
2	June 1, 2013	Identify current financial challenges and opportunities, including FQHC certification for RCRMC primary care and other hospital clinics
3	June 1, 2013	Recommend cost reduction and revenue enhancement initiatives as well as the fiscal impact of the initiatives in current and future fiscal years
4	June 1, 2013	Forecast future financial challenges and opportunities
5	June 1, 2013	Develop multi-year revenue and expenditure projections
6	June 1, 2013	Develop recommendations for current and future financial sustainability
7	June 1, 2013	Identify short-term and long-term financial goals
8	August 1, 2013	Prepare a final report for presentation to the Board of Supervisors including recommendations, implementation timeline and milestones to improve operational performance

The evaluation component of the Agreement will analyze and examine the operational and financial performance of the hospital, offering recommendations to improve and strengthen the RCRMC and its clinics, fiscal footing.

Subcontractors: Randall Mark is a subcontractor to Huron and will serve as the lead for the public and mental health strategy elements of the Project.

County of Riverside ("County")/
Huron Consulting Services LLC d/b/a Huron Healthcare ("Huron")
Strategic Plan and Operational/Financial Assessment

EXHIBIT B
PAYMENT PROVISIONS

This Exhibit B outlines the fees for the Project, as outlined in the foregoing Exhibit A of the Professional Services Agreement (the "Agreement").

Huron's fixed fee, inclusive of expenses, for the Project shall be \$645,253, as detailed below:

1. OPERATIONAL ASSESSMENT			
LEVEL	BUDGET HOURS	RATE*	FEEES
MD	222.6	\$211.00	\$47,040
DIRECTOR/MANAGER	1796.8	\$159.00	\$285,032
ASSOCIATE/ANALYST	1396.8	\$100.00	\$139,779
TOTAL	3416.2	\$138.00	\$471,851
2. STRATEGIC PLAN			
LEVEL	BUDGET HOURS	RATE*	FEEES
MD	190.0	\$452.00	\$85,859
DIRECTOR/MANAGER	340.0	\$310.00	\$105,242
ASSOCIATE/ANALYST	160.0	\$202.00	\$32,302
TOTAL	690.0	\$324.00	\$223,402
PROFESSIONAL HOURS AND FEES:	4106.2	\$169.32	\$695,253
HURON DISCOUNT TO THE COUNTY OF RIVERSIDE			\$50,000
<i>COMPLETE COST TO THE COUNTY</i>			<i>\$645,253</i>
* RATES ARE INCLUSIVE OF EXPENSES AND DISCOUNTED FROM STANDARD.			

Fixed fees will be invoiced on the following schedule:

- Upon execution of the Agreement - \$215,084
- July 15, 2013 - \$215,084
- September 30, 2013 - \$215,085

ATTACHMENT 1

HIPAA BUSINESS ASSOCIATE AGREEMENT

Addendum to Contract

Between the County of Riverside and **Huron Consulting Services LLC d/b/a Huron Healthcare**

This HIPAA Business Associate Agreement (the "Addendum") is attached to the **Professional Services Agreement** (the "Underlying Agreement") between the County of Riverside ("County") and **Huron Consulting Services LLC d/b/a Huron Healthcare** ("Contractor") (individually, a "Party" and collectively, the "Parties") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, from time to time, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the Parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the Parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing services on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

"Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the

meaning given such term in 45 CFR §164.402. For purposes of this definition, “compromises the security or privacy of PHI” means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:

Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

“Data aggregation” has meaning given such term in 45 CFR §164.501.

“Designated record set” as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

“Electronic protected health information” (“ePHI”) as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

“Electronic health record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

“Health care operations” has the meaning given such term in 45 CFR §164.501.

“Individual” as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

“Person” as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

“Privacy Rule” means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

“Protected health information” (“PHI”) has the meaning given such term in 45 CFR §160.103, which includes ePHI.

“Required by law” has the meaning given such term in 45 CFR §164.103.

“Secretary” means the Secretary of the Department of Health and Human Services (“HHS”).

“Security Rule” means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

“Unsecured protected health information” and “unsecured PHI” as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

Scope of Use and Disclosure by Contractor of County’s PHI and/or ePHI.

Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

Use PHI and/or ePHI if necessary for Contractor’s proper management and administration and to carry out its legal responsibilities; and,

Disclose PHI and/or ePHI for the purpose of Contractor’s proper management and administration or to carry out its legal responsibilities, only if:

The disclosure is required by law; or,

Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

Prohibited Uses and Disclosures.

Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:

Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;

Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

Obligations of County.

County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

Obligations of Contractor. In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI, unless notification is legally prohibited.
- Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.
- Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- Make available to the Secretary, in the time and manner designated by Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI. Contractor shall promptly forward such request to County upon Contractor's receipt of such request from a third party.
- Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

Access to PHI, Amendment, and Disclosure Accounting. Contractor agrees to:

- Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of County, within five (5) days of request from County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).
- Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - Within fifteen (15) days of receiving a written request from County, provide to County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

Security of ePHI. In the event Contractor needs to create, receive, or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §§164.314(a)(2)(i), and 164.306, Contractor shall:

Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;

Comply with each of the applicable requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

Ensure compliance by Contractor's workforce;

Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;

Report to County any security incident, meaning the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident"), of which Contractor becomes aware; and,

Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including, but not limited to HITECH.

Breach of Unsecured PHI. In the case of Breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

Discovery and notification. Following the discovery of a Breach of unsecured PHI, Contractor shall notify County in writing of such Breach without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach, except as provided in 45 CFR §164.412.

Breaches treated as discovered. A Breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

Content of notification. The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

Any steps individuals should take to protect themselves from potential harm resulting from the breach;

A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,

Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

Cooperation. With respect to any Breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information required to be provided by HIPAA or reasonably requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §§ 164.404, 164.406 and 164.408.

Breach log. To the extent a Breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such Breaches and provide such log or other documentation on an annual basis to County, as requested, not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

Delay of notification authorized by law enforcement. If Contractor delays notification of a Breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

Payment of costs. With respect to any Breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend, and hold harmless County under Section 9 of this Addendum.

Documentation. Pursuant to 45 CFR §§ 164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a Breach.

Hold Harmless/Indemnification.

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives against all actual and direct losses, liabilities, damages, claims, costs or expenses (including reasonable attorney's fees) County may suffer as the result of third party claims, demands, actions, investigations, settlements or judgments against County arising from or in connection with a material breach of this Addendum.

Contractor's obligation to indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

Term. This Addendum shall commence upon the Effective Date and shall continue in effect until termination or expiration of all the Underlying Agreement, subject to the provisions of Section 12.C, unless terminated as provided in Section 11.

Termination.

If either Party becomes aware of a pattern of activity or practice of the other Party that constitutes a material breach or violation of such Party's obligations under this Addendum, the non-breaching Party shall give the

breaching Party notice of the material breach or violation and the breaching Party shall have thirty (30) days to cure the breach. If the breach is not cured within such time frame, the non-breaching Party may immediately terminate this Addendum or, if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services.

Termination for Breach of Contract. An uncured material breach of any provision of this Addendum by either Party will provide grounds for terminating this Addendum and the non-breaching Party, upon written notice to the breaching Party, may take any of the following actions:

Terminate this Addendum, effective immediately.

If termination is not feasible, the non-breaching Party may report the problem to the Secretary, and upon the non-breaching Party's request, the breaching Party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching Party.

Effect of Termination.

Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI and/or ePHI, the terms and provisions of this Addendum shall survive termination of this Addendum and/or termination or expiration of the Underlying Agreement and such PHI and/or ePHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI and/or ePHI. County agrees that it is not feasible for Contractor to return those documents necessary for Contractor's internal management and administration, including internal memoranda, and any data or other materials necessary to respond to future County inquiries or to assess the nature of the services provided pursuant to the Underlying Agreement.

General Provisions.

Retention Period. Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for six (6) years from the date of its creation or as otherwise prescribed by law, whichever is later.

Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County and Contractor to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

Survival. The obligations of County and Contractor under Sections 3, 4, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

Regulatory and Statutory References. A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule, and/or Security Rule means the section(s) as in effect or as amended.

Conflicts. The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

Interpretation of Addendum.

This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.

Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County and Contractor to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.

Notices. All notifications required to be given by the Parties pursuant to the terms of this Addendum shall be in writing and delivered to the receiving Party by either first class United States mail with postage prepaid, registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as the Parties may hereafter designate. All notices provided by the Parties pursuant to this Section shall be deemed given or made when received by the receiving Party.

If to Contractor:

Huron Consulting Services LLC d/b/a Huron Healthcare
6000 SW Meadows Road, Suite 300
Lake Oswego, OR 97035
Attention: Contracting Department

With a copy to:

Huron Consulting Services LLC d/b/a Huron Healthcare
550 W. Van Buren Street
Chicago, IL 60607
Attention: Legal Department

If to County:

County of Riverside
40 80 Lemon Street, 4th Floor
Riverside, CA 92501
Attention: Debra Cournoyer, Deputy CEO

(Signature Page Follows.)

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf as of the Effective Date.

CONTRACTOR
(Business Associate)

COUNTY
(Covered Entity)

DocuSigned by:
Curt B. Whelan
8A5F3D8859D14EF...

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Curt B. Whelan

Print Name: _____

Title: Managing Director –
Healthcare Sales

Title: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 12/5/13
NEAL R. KIPNIS DATE