

423



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

FORM APPROVED COUNTY COUNSEL
BY: *G.P.P.* GREGORY P. PRIAMOS DATE: 9/15/14

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
September 10, 2014

SUBJECT: Sustained Performance Services Agreement with Huron Consulting Services LLC d/b/a Huron Healthcare [All District; \$630,000; Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the Sustained Performance Services Agreement with Huron Consulting Services LLC d/b/a Huron Healthcare, without securing competitive bids, in accordance with Ordinance 459.4, effective September 1, 2014 through August 31, 2017, for a total of (36) months as the "initial term", with the option to renew for four additional years in one-year increments for an annual amount of \$210,000 plus out-of-pocket expenses;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise automatic renewals, and to sign amendments that do not change the substantive terms of the agreement, and authorize the Purchasing Agent to increase the compensation amount not more than ten percent based on CPI rates.

BACKGROUND:

Summary

Huron Healthcare is committed to Riverside County Regional Medical Center's (RCRMC) long term

Zareh Sarrafian
Zareh Sarrafian
Hospital CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 210,000	\$ 210,000	\$ 630,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Hospital Enterprise Fund 100%

Budget Adjustment: No
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 11/05/13; 3-10

District: ALL

Agenda Number:

3-13

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

FORM 11: Sustained Performance Services Agreement with Huron Consulting Services LLC d/b/a Huron Healthcare [All District; \$630,000; Enterprise Funds]

DATE: September 10, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

success and has offered Sustained Performance Services (SPS) as part of their ongoing business partnership. SPS is built based on a foundation of addressing the People, Process, and Tools associated with the Revenue Cycle to drive sustainable results through an annual cycle of joint planning, formal solution evaluation, and the provision of hands-on, tailored services to manage risks and to help maintain and build on the peak performance levels achieved during the solution implementation project. SPS is a comprehensive core service and licensure program with key elements comprised of: i) Operational Support and Software Maintenance; ii) Revenue Cycle Evaluation; and iii) Revenue Cycle Operation Monitoring.

Operational monitoring is a combination of remote (off-site) and on-site service which provides a level of continuity and consistency in sustaining benefit realized to date. This is increasingly important given the multiple Chief Financial Officer (CFO) transitions and the volume of maintenance and optimization activities across the organization. Operational monitoring reduces the risk of lapse in performance as it independently and objectively identifies negative trends/risks, provides ongoing guidance for achieving goals, and ensures there is a level of integrity behind the metrics. Technical support is required to maintain the software tools (ONTRAC® and TRAC® systems) at the highest level of performance and includes technical enhancements, fixes, regular updates, and software maintenance. These tools provide daily work to key revenue cycle department staff and provide leadership with a reporting suite in which to monitor and manage performance. Technical support includes 40 hours per month of remote (off-site) services.

Impact on Citizens and Businesses

This service impacts the patients in Riverside County receiving care from Riverside County Regional Medical Center additionally, the functions of this program can attribute to long term cost effective measures for both the hospital and the County of Riverside.

Contract History and Price Reasonableness

On November 5, 2013, Agenda Item #3-10, the Board approved the Professional Services Agreement with Huron Consulting Services LLC to provide consulting services to better equip the hospital to sustain and improve processes for cost effective measures. Through this partnership, Huron is committed to RCRMC's long term success.

Within Huron's master agreement, the SPS component was included should the County choose to implement the program for the hospital. This SPS agreement will help drive sustainable results through an annual cycle of joint planning, formal solution evaluation, and the provision of hands-on, tailored services to manage risks and to help maintain and build on the peak performance levels achieved during the solution implementation project for the next three years. These tools will provide daily work to key revenue cycle department staff and provide leadership with a reporting suite in which to monitor and manage performance. The SPS includes an annual base fee of \$210,000, plus out-of-pocket expense charges consistent with and not to exceed the County travel policy limits. The Revenue Cycle implementation fees include: i) Operational support, maintenance and licensing for 40 hours per month, ii) Revenue Cycle Solutions Evaluation conducted for one (1) annual evaluation, iii) Revenue Cycle Operational Monitoring conducted quarterly, and iv) Optional Buy-up Services which include solutions renewals, expansion/facility integration, HIS system conversions, Accounts Receivable (A/R) reduction strategy, and targeted performance improvements offered at standard pricing.

Date: September 10, 2014

From: Lowell Johnson, Interim CEO Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

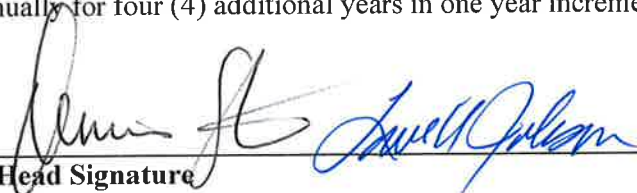
Subject: Sole Source Procurement; Request for (Huron Consulting Services)

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** To implement and support a Revenue Cycle Solution; Huron Healthcare offers Sustained Performance Services (SPS). SPS is built based on a foundation of addressing the People, Process, and Tools associated with the Revenue Cycle to drive sustainable results through an annual cycle of joint planning, formal solution evaluation, and the provision of hands-on, tailored services to manage risks and to help maintain and build on the peak performance levels achieved during the solution implementation project.
2. **Supplier being requested:** Huron Consulting Services LLC d/b/a Huron Healthcare
3. **Alternative suppliers that can or might be able to provide supply/service:** On November 5, 2013; agenda item #3-10, the Board of Supervisors approved the professional services agreement between Riverside County Regional Medical Center (RCRMC) and Huron Healthcare to provide consulting services to better equip the hospital to sustain and improve processes for cost effective measures. Through this partnership, Huron has committed to RCRMC's long term success. Within the master agreement, SPS was an added component should the County hospital choose to implement. There are no alternative suppliers that is able to perform the specific services offered to implement and support a Revenue Cycle Solution.
4. **Extent of market search conducted:** Through continuous discussions, it has been recommended by the County Executive Office that Huron Healthcare provide a solution offering tools to currently support the hospitals revenue cycle operations.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Sustained Performance Services (SPS) is a comprehensive core service and licensure program. Key elements of the SPS core offers:
 - Operational Support and Software Maintenance;
 - Revenue Cycle Evaluation; and
 - Revenue Cycle Operation Monitoring.Additionally, SPS offers a buy-up service option at a discounted rate for SPS clients which includes options such as: a) System Conversion Support; b) Net Revenue Enhancement; c) Consulting and Training; d) Solution Renewal; e) Facility Integration; f) Targeted Performance Improvement; and g) Accounts Receivable (A/R) Reduction Strategy.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Operational monitoring is a combination of remote (off-site) and on-site service which provides a level of continuity and consistency in sustaining benefit realized to date. This is increasingly important given the multiple Chief Financial Officer (CFO) transitions and the volume of maintenance and optimization activities across the organization. Operational monitoring reduces the risk of lapse in performance as it independently and objectively identifies negative trends/risks, provides ongoing guidance for achieving goals, and ensures there is a level of integrity behind the

metrics. Technical support is required to maintain the software tools (ONTRAC® and TRAC® systems) at the highest level of performance and includes technical enhancements, fixes, regular updates, and software maintenance. These tools provide daily work to key revenue cycle department staff and provide leadership with a reporting suite in which to monitor and manage performance. Technical support includes 40 hours per month of remote (off-site) services.


7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** An annual base fee of \$210,000 will be applied for the SPS Annual Rate, plus out-of-pocket expense charges. The Revenue Cycle implementation fees pertain to the following:
- Operational support, maintenance and licensing for 40 hours per month,
 - Revenue Cycle Solutions Evaluation conducted for one (1) annual evaluation,
 - Revenue Cycle Operational Monitoring conducted quarterly, and
 - Buy-up Services options which include solutions renewals, expansion/facility integration, HIS system conversions, A/R reduction strategy, and targeted performance improvements will be offered at standard pricing.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No.
9. **Period of Performance:** The period of performance for this project is anticipated to begin September 1, 2014 through August 31, 2017, for a total of thirty-six (36) months with the option to renew annually for four (4) additional years in one year increments.

 9/15/14
 Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 210,000 One time Annual Amount through 9-30-2021

 / 15-215
 Purchasing Agent Date Approval Number
 (Reference on Purchasing Documents)

**Sustained Performance Services Agreement
Terms and Conditions**

This Sustained Performance Services Agreement (“Agreement”) is made September 9, 2014, and supplements the Professional Services Agreement, by and between Huron Consulting Services LLC d/b/a Huron Healthcare (“Huron”) and the County of Riverside (“Licensee”).

Recitals

- A. Pursuant to agreements between the parties, Huron is providing and/or has provided Licensee with the following Huron methodologies and/or software.

Software Application	Related Methodology	License Agreement
TRAC® and ONTRAC® software	Revenue Cycle Methodology	Exhibit C: Methodology/Software License Agreement for Revenue Cycle to the Professional Service Agreement dated November 1, 2013 (the “License Agreement” which grants the “License”)

- B. The software application listed in the Software Application column above is referred to herein as the “Software.” The methodology listed in the Related Methodology column above is referred to herein as the “Methodology.” The Methodology and its related Software application, as implemented in Licensee’s environment, is the “Solution.”
- C. The parties wish to provide for post-implementation support of the Solution by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Services Term. Unless this Agreement is terminated pursuant to Section 9, Huron shall provide services under this Agreement (the “Services”) for three segments of twelve (12) months each (each, a “Segment”) for a total of thirty-six (36) months, with the following Start Date and End Date (the “Initial Term”):
 - Start Date: September 1, 2014
 - End Date: August 31, 2017
 - 1.1. Renewal. This Support Agreement shall renew annually thereafter, for a one year period with the option to renew annually for four (4) additional one-year periods (12-month increment) renewal terms (each, a “Renewal Term”), unless at least sixty (60) days in advance of the expiration of the Initial Term, or any Renewal Term, one of the parties provides the other with written notice that it does not choose to renew. Each Renewal Term is also a Segment.
2. During the Initial Term and any Renewal Terms, Huron will perform the Services described in this Section 2, provided that Licensee is current on all fees and expenses due under this Agreement. Any Software provided to Licensee in the performance of Services pursuant to this Agreement is subject to the terms of the License Agreement.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- 2.1. Error Fixes. Huron will provide Error Fixes upon request. An “Error Fix” is Software provided by Huron to correct a Software Error. A “Software Error” occurs when (a) the Software fails to function as described in the written documentation for such Software provided to Licensee due to a problem that can be attributed to the Software as installed by Huron; and (b) the failure could potentially adversely affect the business results experienced by Licensee.
- 2.2. General Enhancements. A General Enhancement consists of Software modifications and/or process modifications made generally available by Huron to licensees from time to time that are designed to improve usability, performance, and/or the functionality of existing features of the Software. Huron does not guarantee that any General Enhancements will be made available during any Segment, but any General Enhancements that do become available during a Segment shall be offered to Licensee at no additional charge.
- 2.3. Remote Support Services. Upon request by Licensee pursuant to the terms of this Agreement, Huron will provide Licensee remote technical and functional services in support of the Solution as implemented by Huron (“Remote Support Services”). Up to forty (40) hours of non-cumulative Remote Support Services per month are included for the Base Price (defined below). Remote Support Services are further described below.
- 2.4. Solution Evaluations. For the Base Price, Huron will conduct one Solution Evaluation for each Solution in each Segment. The Solution Evaluation includes: (1) an evaluation of Licensee’s application and current performance of each Solution, and (2) a recommended plan for Licensee’s use of Huron services pursuant to this Agreement. Solution Evaluations will be mutually scheduled by Huron and Licensee.
 - 2.4.1. Revenue Cycle Solution Evaluation: For the Base Price, Huron will conduct one (1) Revenue Cycle Solution Evaluation for each Segment. Each Revenue Cycle Solution Evaluation includes (a) an evaluation of Licensee’s application and current performance of the implemented Solution, (b) guidance on the usage of all Huron’s tools in the RCRMC environment, and (c) a recommended plan for improving performance over the next year.
- 2.5. Revenue Cycle Operational Monitoring. Huron will monitor Licensee’s monthly revenue cycle performance through Huron’s Software in order to provide Licensee with the following:
 - 2.5.1. Quarterly updates, conducted remotely with Licensee’s revenue cycle leadership, focused on successes and progress toward revenue cycle goals and any risk items for attention, based on Licensee’s current metrics and ongoing initiatives and Huron’s recommended best practices. As environmental changes occur for Licensee, Huron will provide suggestions for modification of the Solution.
 - 2.5.2. Upon Licensee’s request, Huron consultants will participate in ad-hoc discussions as new revenue cycle challenges arise for Licensee.
3. Buy-Up Services. Buy-up services may be provided by Huron upon request by Licensee, as detailed below.
 - 3.1. Additional Remote Support Services. Upon request by Licensee, Huron will provide Remote Support Services hours in excess of the hours included for the Base Price. Additional Remote Support Services hours will be billed as defined in Section 10.
 - 3.2. Additional Solution Evaluation Services. Upon request by Licensee, Huron will perform one or more additional Solution Evaluations in any Segment, as mutually scheduled by Licensee and Huron. Licensee will be billed for Additional Solution Evaluation Services as defined in Section 10 and not to exceed the “Standard Rate” as specified in Section 10.3.1.
 - 3.3. Consulting and Training Services. If requested by Licensee, Huron will provide “Consulting and Training Services” that include the preparation and delivery of technical and/or focused

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- functional onsite consulting or training. Such Consulting and Training Services may include training users on the Software, working with online tools, training client supervisors on the Solution as well as other focused consulting or training related to the Solution. Licensee will be billed for Consulting and Training Services as defined in Section 10 and not to exceed the “Standard Rate” as specified in Section 10.3.1.
- 3.4. Other Buy-Up Services. “Other Buy-Up Services” may include: expansion/facility integration, Licensee system conversion support and Solution Renewal implementation projects. Licensee will be billed for Other Buy-Up Services as defined in Section 10 and not to exceed the “Standard Rate” as specified in Section 10.3.1.
4. Remote Support Service Level. The following service levels apply to the Remote Support Services described above in Section 2.3.
- 4.1. Remote Support Services Billing and Availability. Remote Support Services will be available Monday through Friday from 5 a.m. to 5 p.m. Pacific Time. All Remote Support Services will be recorded and charged in half-hour increments or portions thereof. For example, a 40-minute telephone call shall be charged as two half-hour increments. For more than forty (40) hours of Remote Support Services in any month, Licensee will be billed in half-hour increments at the Standard Rate (as defined below).
- 4.2. Remote Support Services Requests. Subject to the exception for Non-Conforming Requests as provided below, Huron will use commercially reasonable efforts to fulfill Remote Support Services requests made by Licensee. To submit a Remote Support Services request, Licensee’s designated employee responsible for the routine day-to-day operation of the Software (“Software Coordinator”), backup Software Coordinator, or other relevant Licensee management will contact Huron by following the then-current Huron support protocols to indicate the urgency and nature of the Remote Support Services request. Once every six months to a year, Huron may provide commercially reasonable protocol instructions to Licensee for the submission of Remote Support Services requests. Remote Support Services requests by Licensee shall be categorized by Licensee according to the following definitions.
- 4.2.1. Urgent Request: a request to resolve an item that prevents the completion of time-sensitive Software operations and typically affects a large number of people.
- 4.2.2. Routine Production & Support Request: a request involving the regular, documented use and administration of the Software, which can be addressed by making configuration changes to the Software.
- 4.2.3. Functional Request: a request involving the use and administration of the Methodology that can be addressed by providing Licensee’s users with specific guidance. If the Remote Support Services required for a Functional Request are estimated to exceed four (4) hours, the time spent supporting that particular Functional Request will be scheduled and charged as Consulting and Training Services as set forth below in Section 10.3.3.
- 4.2.4. Enhancement Request: a Software-related request not categorized as an Urgent Request or a Routine Production & Support Request, including a request for adding functionality or significantly modifying the existing functionality of the Software as installed and documented by Huron. Examples of an Enhancement Request include: adding fields to an existing download, importing new downloads, changing key dollar parameters and creating new reports. Enhancements provided pursuant to Enhancement Requests are specific to a request from Licensee and are not to be construed as General Enhancements as described above in Section 2.2.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- 4.3. Response Times. Response times for each type of Remote Support Services request are as follows:
- 4.3.1. Urgent Requests. Huron will acknowledge the receipt of an Urgent Request, begin the process of prioritization, and communicate with Licensee as soon as practical, typically responding within one to two (1-2) hours. Notwithstanding the foregoing, if the Urgent Request is made outside of Remote Support Services hours, Huron will respond as soon as practical after the start of the next business day, typically within one to two (1-2) hours of that time.
 - 4.3.2. Routine Production & Support Requests. Huron will typically acknowledge the receipt of a Routine Production & Support Request, begin the process of prioritization, and communicate appropriately with Licensee within two (2) business days.
 - 4.3.3. Functional Request. Huron will typically acknowledge the receipt of a Functional Request, begin the process of prioritization, and communicate appropriately with Licensee within five (5) business days.
 - 4.3.4. Enhancement Requests. Huron will typically acknowledge the receipt of an Enhancement Request, begin the process of prioritization, and communicate appropriately with Licensee within five (5) business days.
5. Nonconforming Requests. A Nonconforming Request is an Enhancement Request that Huron reasonably determines: (a) is not consistent with the Methodology; or (b) may put the effectiveness of the Solution's processes at risk; or (c) may reduce the stability or maintainability of the Software.
- 5.1. While Huron will strive to accommodate all Enhancement Requests, a Nonconforming Request may not be fulfilled. In such cases, Huron will communicate its concerns to Licensee's Software Coordinator and to the appropriate Licensee management and it will work with Licensee to try to identify an alternative approach. There may be times, however, when no appropriate alternative exists. A failure by Huron to fulfill a Nonconforming Request does not constitute a failure to perform under the terms of this Agreement.
6. Authority to Approve Additional Charges. Huron will inform Licensee when, pursuant to this Agreement, additional charges might be incurred by Licensee. Huron is hereby authorized to rely upon Licensee's Software Coordinator or backup Software Coordinator to obtain appropriate approvals for those charges before authorizing Huron to provide services that would entail additional charges.
7. Escalation Process. Each party will communicate in a timely manner any concerns regarding performance under the terms of this Agreement to the appropriate management personnel of the other party. For Huron, the first point of such contact should be a member of the Technical Established Client Services management team.
8. Additional Licensee Obligations.
- 8.1. Information Systems Support. Licensee's information systems personnel will use commercially reasonable efforts to promptly fulfill requests to support the ongoing operation of the Software.
 - 8.2. Hardware and Software Maintenance and Access. Licensee will support in a timely manner all hardware, software and network capabilities required for successful operation of the Software pursuant to guidance from Huron. Licensee will provide routine hardware, software, and network maintenance, including any routine database administration, required for the Software.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

Licensee will provide Huron with remote access to the Software server and to the Software for Services pursuant to this Agreement. If Licensee maintains or uses secure communications lines to which Huron is given access for purposes described herein, Huron will not remotely access the Software or any systems connected to the Software unless that access is accomplished via those secure communications lines.

- 8.3. System Stability. Licensee will provide a stable information systems environment for the provision of Services by Huron pursuant to this Agreement.
 - 8.3.1. Download Delivery. Licensee will make reasonable efforts to deliver applicable extract files daily for download to the Software three hours prior to the start of Licensee's standard business hours. Files must be delivered in an automated fashion to the directory on the application database server hosting the Software.
 - 8.3.2. Download Changes. Licensee will notify Huron prior to changes in any extract file for download to the Software. This includes any alteration to the field content, record layout, data selection criteria, or the scheduling of any file used to interface Licensee's information systems with the Software.
 - 8.3.3. Third Party Software Changes (e.g., Windows and SQL). Licensee will make commercially reasonable efforts to notify Huron prior to applying service packs or upgrades to operating systems or database engines that impact the Software unless such upgrades are recommended by Huron. Licensee agrees that such notification is necessary in order for Huron to determine if the service packs or upgrades have been tested and are deemed compatible with the Software. In the event that Licensee installs a service pack or upgrade prior to notifying Huron, such installation is at Licensee's risk.
- 8.4. Coordinators. Licensee will designate a sufficiently qualified person as the Software Coordinator and will also designate a backup Software Coordinator. Licensee will make the Software Coordinator(s) available to be trained by Huron. The Software Coordinator shall serve as the primary Licensee contact for Huron for Services pursuant to this Agreement.
9. Early Termination. Under certain circumstances, this Agreement may be terminated prior to the completion of its Initial Term or a Renewal Term, as provided below.
 - 9.1. Termination upon License Termination. This Agreement shall terminate immediately with respect to the Methodology and Software in the event that the License Agreement is terminated.
 - 9.2. Termination for Cause. Either party may terminate this Agreement for the other party's material failure to perform an obligation under this Agreement by delivering thirty (30) days advance written notice of termination to the other party. If during such thirty (30) day period the non-performing party rectifies the failure to perform then this Agreement shall not terminate.
 - 9.3. Consequences of Termination. In the event that Licensee terminates this Agreement for cause pursuant to Section 9.2, Huron will refund to Licensee the paid Base Price for the then current Segment, prorated for the number of months remaining in such Segment, net of any amounts owed by Licensee to Huron. The unpaid Base Price for the remaining Segments will not be due and payable by Licensee.
10. Fees and Expenses.
 - 10.1. Base Price. An annual Base Price of \$210,000 will be paid to Huron by Licensee prior to the commencement of each Segment.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

10.2. Out-of-pocket Expenses. Reasonable out-of-pocket expenses (“Expenses”) incurred by Huron in the provision of Services pursuant to this Agreement are not included in fees and will be billed separately. Out-of-pocket expenses include items such as coach airfare, ground transportation, lodging, and usual and customary per diems. The Licensee will reimburse Huron for these reasonable Expenses in addition to the fees earned by Huron. Expenses are billed at actual. The Licensee shall have the right to review all supporting documentation regarding Expenses. Expenses are estimated at sixteen percent (16%) of the total Base Price or a fixed total price pieced at the Standard Rate. In the event Huron anticipates that it will exceed the estimated Expenses amount, Huron will first notify the Licensee and the parties will mutually agree on how to adjust the amount (e.g., cutting back on resources/expenses, etc.). Huron may not exceed the estimated Expenses amount without first reaching a mutual agreement with the Licensee on a revised Expenses dollar amount. Huron will not exceed the established rates in the County’s Reimbursement for General Travel and Other Actual and Necessary Expenses, Policy D-1, dated February 26, 2013.

10.3. Additional Charges. In addition to the Base Price, additional charges may be incurred by Licensee, as provided below.

10.3.1. Additional Remote Support Services provided pursuant to Section 3.1 will be billed in half-hour increments at \$250 per hour (the “Standard Rate”).

10.3.2. Additional Solution Evaluation Services (in excess of those provided for the Base Price) will be charged at a fixed total price for a defined scope, priced at the Standard Rate.

10.3.3. Consulting and Training Services will be charged at a fixed total price for a defined scope, priced at the Standard Rate or on an hourly basis priced at the Standard Rate, as determined by the applicable scope and mutual agreement of the parties.

10.3.4. Other Buy-Up Services will be charged at a fixed total price for a defined scope, priced at the Standard Rate, or on an hourly basis priced at the Standard Rate, as determined by the applicable scope and mutual agreement of the parties.

10.3.5. Notwithstanding the foregoing, Huron will discount the Standard Rate by ten (10) percent for the applicable Services that are scheduled at least sixty (60) days in advance.

10.4. Change in Remote Support Services Hours. If the parties determine that the number of monthly Remote Support Services hours need to be adjusted, the adjustment may be made upon mutual written agreement as of the beginning of any Segment. The Base Price will be adjusted accordingly.

10.5. Price Increases.

10.5.1. The Base Price and the price for additional charges for any Renewal Term may be increased by Huron providing Licensee with written notice of the price increase at least ninety (90) days in advance of the Renewal Term.

10.5.2. The price for additional charges may be increased by Huron upon ninety (90) days’ notice to Licensee.

11. Billing and Payment.

11.1. Huron will normally bill Licensee for amounts due under this Agreement, other than amounts due on an annual basis, once per month. With the exception of the Base Price, payment of any bill is due thirty (30) days after Licensee’s receipt of the bill.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

12. The provisions of the Professional Services Agreement between the parties dated November 1, 2103 (the "Professional Services Agreement") are hereby incorporated into and made a part of this Agreement.
13. Huron's liability to Licensee shall, in all events, be limited by the provisions of Section 21 of the Professional Services Agreement, "Hold Harmless/Indemnification/Limitation of Liability."
14. Except as may be expressly permitted in writing by Huron in the event of a Change of Status of Licensee, Licensee shall not transfer or assign any of its rights or obligations under this Agreement. Subject to the restrictions on the ability of Licensee to assign its rights as provided herein, this Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors, and assigns. Huron retains the right to assign or transfer its rights, privileges, obligations, and duties under this Agreement to an entity that continues the business of Huron and which assumes its obligations and duties hereunder. In addition, in the event Huron engages in a reorganization of its corporate structure, Huron may assign its rights and delegate its responsibilities under this Agreement to another entity controlled by, or under common control with, Huron or its then-current owners.
15. Execution and delivery of this Agreement and any amendments by the parties shall be considered legally valid and effective if executed or adopted by a party through use of an electronic process (i.e., "electronic signature" through a process such as DocuSign®).
16. The HIPAA Business Associate Attachment, attached as Attachment 1 to the Professional Services Agreement (the "BAA") governs Huron's use and disclosure of protected health information under this Agreement.
17. This Agreement, the BAA, the License Agreement, and the Professional Services Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any other prior maintenance, support, or solution support agreements and any conflicting portions of the Professional Services Agreement.

(Signature Page Follows.)

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

HURON CONSULTING SERVICES LLC

By: 

By: 

Name: Lowell Johnson
Title: Interim Chief Executive Officer
Riverside County Regional Medical Center

Name: James P. Martin
Title: Managing Director – Established
Client Services

Dated: 9/18/14

Dated: 9/15/2014

COUNTY OF RIVERSIDE

By: _____

Name: Jeff Stone
Title: Chairman, Board of Supervisors
Riverside County

Dated: _____

FORM APPROVED COUNTY COUNSEL
BY:  DATE 9/25/14
NEAL R. KIPNIS

**Sustained Performance Services Agreement
Terms and Conditions**

This Sustained Performance Services Agreement (“Agreement”) is made September 9, 2014, and supplements the Professional Services Agreement, by and between Huron Consulting Services LLC d/b/a Huron Healthcare (“Huron”) and the County of Riverside (“Licensee”).

Recitals

- A. Pursuant to agreements between the parties, Huron is providing and/or has provided Licensee with the following Huron methodologies and/or software.

Software Application	Related Methodology	License Agreement
TRAC® and ONTRAC® software	Revenue Cycle Methodology	Exhibit C: Methodology/Software License Agreement for Revenue Cycle to the Professional Service Agreement dated November 1, 2013 (the “License Agreement” which grants the “License”)

- B. The software application listed in the Software Application column above is referred to herein as the “Software.” The methodology listed in the Related Methodology column above is referred to herein as the “Methodology.” The Methodology and its related Software application, as implemented in Licensee’s environment, is the “Solution.”
- C. The parties wish to provide for post-implementation support of the Solution by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. **Services Term.** Unless this Agreement is terminated pursuant to Section 9, Huron shall provide services under this Agreement (the “Services”) for three segments of twelve (12) months each (each, a “Segment”) for a total of thirty-six (36) months, with the following Start Date and End Date (the “Initial Term”):

Start Date: September 1, 2014

End Date: August 31, 2017

- 1.1. **Renewal.** This Support Agreement shall renew annually thereafter, for a one year period with the option to renew annually for four (4) additional one-year periods (12-month increment) renewal terms (each, a “Renewal Term”), unless at least sixty (60) days in advance of the expiration of the Initial Term, or any Renewal Term, one of the parties provides the other with written notice that it does not choose to renew. Each Renewal Term is also a Segment.
2. During the Initial Term and any Renewal Terms, Huron will perform the Services described in this Section 2, provided that Licensee is current on all fees and expenses due under this Agreement. Any Software provided to Licensee in the performance of Services pursuant to this Agreement is subject to the terms of the License Agreement.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- 2.1. Error Fixes. Huron will provide Error Fixes upon request. An “Error Fix” is Software provided by Huron to correct a Software Error. A “Software Error” occurs when (a) the Software fails to function as described in the written documentation for such Software provided to Licensee due to a problem that can be attributed to the Software as installed by Huron; and (b) the failure could potentially adversely affect the business results experienced by Licensee.
- 2.2. General Enhancements. A General Enhancement consists of Software modifications and/or process modifications made generally available by Huron to licensees from time to time that are designed to improve usability, performance, and/or the functionality of existing features of the Software. Huron does not guarantee that any General Enhancements will be made available during any Segment, but any General Enhancements that do become available during a Segment shall be offered to Licensee at no additional charge.
- 2.3. Remote Support Services. Upon request by Licensee pursuant to the terms of this Agreement, Huron will provide Licensee remote technical and functional services in support of the Solution as implemented by Huron (“Remote Support Services”). Up to forty (40) hours of non-cumulative Remote Support Services per month are included for the Base Price (defined below). Remote Support Services are further described below.
- 2.4. Solution Evaluations. For the Base Price, Huron will conduct one Solution Evaluation for each Solution in each Segment. The Solution Evaluation includes: (1) an evaluation of Licensee’s application and current performance of each Solution, and (2) a recommended plan for Licensee’s use of Huron services pursuant to this Agreement. Solution Evaluations will be mutually scheduled by Huron and Licensee.
 - 2.4.1. Revenue Cycle Solution Evaluation: For the Base Price, Huron will conduct one (1) Revenue Cycle Solution Evaluation for each Segment. Each Revenue Cycle Solution Evaluation includes (a) an evaluation of Licensee’s application and current performance of the implemented Solution, (b) guidance on the usage of all Huron’s tools in the RCRMC environment, and (c) a recommended plan for improving performance over the next year.
- 2.5. Revenue Cycle Operational Monitoring. Huron will monitor Licensee’s monthly revenue cycle performance through Huron’s Software in order to provide Licensee with the following:
 - 2.5.1. Quarterly updates, conducted remotely with Licensee’s revenue cycle leadership, focused on successes and progress toward revenue cycle goals and any risk items for attention, based on Licensee’s current metrics and ongoing initiatives and Huron’s recommended best practices. As environmental changes occur for Licensee, Huron will provide suggestions for modification of the Solution.
 - 2.5.2. Upon Licensee’s request, Huron consultants will participate in ad-hoc discussions as new revenue cycle challenges arise for Licensee.
3. Buy-Up Services. Buy-up services may be provided by Huron upon request by Licensee, as detailed below.
 - 3.1. Additional Remote Support Services. Upon request by Licensee, Huron will provide Remote Support Services hours in excess of the hours included for the Base Price. Additional Remote Support Services hours will be billed as defined in Section 10.
 - 3.2. Additional Solution Evaluation Services. Upon request by Licensee, Huron will perform one or more additional Solution Evaluations in any Segment, as mutually scheduled by Licensee and Huron. Licensee will be billed for Additional Solution Evaluation Services as defined in Section 10 and not to exceed the “Standard Rate” as specified in Section 10.3.1.
 - 3.3. Consulting and Training Services. If requested by Licensee, Huron will provide “Consulting and Training Services” that include the preparation and delivery of technical and/or focused

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- functional onsite consulting or training. Such Consulting and Training Services may include training users on the Software, working with online tools, training client supervisors on the Solution as well as other focused consulting or training related to the Solution. Licensee will be billed for Consulting and Training Services as defined in Section 10 and not to exceed the “Standard Rate” as specified in Section 10.3.1.
- 3.4. Other Buy-Up Services. “Other Buy-Up Services” may include: expansion/facility integration, Licensee system conversion support and Solution Renewal implementation projects. Licensee will be billed for Other Buy-Up Services as defined in Section 10 and not to exceed the “Standard Rate” as specified in Section 10.3.1.
4. Remote Support Service Level. The following service levels apply to the Remote Support Services described above in Section 2.3.
- 4.1. Remote Support Services Billing and Availability. Remote Support Services will be available Monday through Friday from 5 a.m. to 5 p.m. Pacific Time. All Remote Support Services will be recorded and charged in half-hour increments or portions thereof. For example, a 40-minute telephone call shall be charged as two half-hour increments. For more than forty (40) hours of Remote Support Services in any month, Licensee will be billed in half-hour increments at the Standard Rate (as defined below).
- 4.2. Remote Support Services Requests. Subject to the exception for Non-Conforming Requests as provided below, Huron will use commercially reasonable efforts to fulfill Remote Support Services requests made by Licensee. To submit a Remote Support Services request, Licensee’s designated employee responsible for the routine day-to-day operation of the Software (“Software Coordinator”), backup Software Coordinator, or other relevant Licensee management will contact Huron by following the then-current Huron support protocols to indicate the urgency and nature of the Remote Support Services request. Once every six months to a year, Huron may provide commercially reasonable protocol instructions to Licensee for the submission of Remote Support Services requests. Remote Support Services requests by Licensee shall be categorized by Licensee according to the following definitions.
- 4.2.1. Urgent Request: a request to resolve an item that prevents the completion of time-sensitive Software operations and typically affects a large number of people.
- 4.2.2. Routine Production & Support Request: a request involving the regular, documented use and administration of the Software, which can be addressed by making configuration changes to the Software.
- 4.2.3. Functional Request: a request involving the use and administration of the Methodology that can be addressed by providing Licensee’s users with specific guidance. If the Remote Support Services required for a Functional Request are estimated to exceed four (4) hours, the time spent supporting that particular Functional Request will be scheduled and charged as Consulting and Training Services as set forth below in Section 10.3.3.
- 4.2.4. Enhancement Request: a Software-related request not categorized as an Urgent Request or a Routine Production & Support Request, including a request for adding functionality or significantly modifying the existing functionality of the Software as installed and documented by Huron. Examples of an Enhancement Request include: adding fields to an existing download, importing new downloads, changing key dollar parameters and creating new reports. Enhancements provided pursuant to Enhancement Requests are specific to a request from Licensee and are not to be construed as General Enhancements as described above in Section 2.2.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- 4.3. Response Times. Response times for each type of Remote Support Services request are as follows:
- 4.3.1. Urgent Requests. Huron will acknowledge the receipt of an Urgent Request, begin the process of prioritization, and communicate with Licensee as soon as practical, typically responding within one to two (1-2) hours. Notwithstanding the foregoing, if the Urgent Request is made outside of Remote Support Services hours, Huron will respond as soon as practical after the start of the next business day, typically within one to two (1-2) hours of that time.
 - 4.3.2. Routine Production & Support Requests. Huron will typically acknowledge the receipt of a Routine Production & Support Request, begin the process of prioritization, and communicate appropriately with Licensee within two (2) business days.
 - 4.3.3. Functional Request. Huron will typically acknowledge the receipt of a Functional Request, begin the process of prioritization, and communicate appropriately with Licensee within five (5) business days.
 - 4.3.4. Enhancement Requests. Huron will typically acknowledge the receipt of an Enhancement Request, begin the process of prioritization, and communicate appropriately with Licensee within five (5) business days.
5. Nonconforming Requests. A Nonconforming Request is an Enhancement Request that Huron reasonably determines: (a) is not consistent with the Methodology; or (b) may put the effectiveness of the Solution's processes at risk; or (c) may reduce the stability or maintainability of the Software.
- 5.1. While Huron will strive to accommodate all Enhancement Requests, a Nonconforming Request may not be fulfilled. In such cases, Huron will communicate its concerns to Licensee's Software Coordinator and to the appropriate Licensee management and it will work with Licensee to try to identify an alternative approach. There may be times, however, when no appropriate alternative exists. A failure by Huron to fulfill a Nonconforming Request does not constitute a failure to perform under the terms of this Agreement.
6. Authority to Approve Additional Charges. Huron will inform Licensee when, pursuant to this Agreement, additional charges might be incurred by Licensee. Huron is hereby authorized to rely upon Licensee's Software Coordinator or backup Software Coordinator to obtain appropriate approvals for those charges before authorizing Huron to provide services that would entail additional charges.
7. Escalation Process. Each party will communicate in a timely manner any concerns regarding performance under the terms of this Agreement to the appropriate management personnel of the other party. For Huron, the first point of such contact should be a member of the Technical Established Client Services management team.
8. Additional Licensee Obligations.
- 8.1. Information Systems Support. Licensee's information systems personnel will use commercially reasonable efforts to promptly fulfill requests to support the ongoing operation of the Software.
 - 8.2. Hardware and Software Maintenance and Access. Licensee will support in a timely manner all hardware, software and network capabilities required for successful operation of the Software pursuant to guidance from Huron. Licensee will provide routine hardware, software, and network maintenance, including any routine database administration, required for the Software.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

Licensee will provide Huron with remote access to the Software server and to the Software for Services pursuant to this Agreement. If Licensee maintains or uses secure communications lines to which Huron is given access for purposes described herein, Huron will not remotely access the Software or any systems connected to the Software unless that access is accomplished via those secure communications lines.

- 8.3. System Stability. Licensee will provide a stable information systems environment for the provision of Services by Huron pursuant to this Agreement.
 - 8.3.1. Download Delivery. Licensee will make reasonable efforts to deliver applicable extract files daily for download to the Software three hours prior to the start of Licensee's standard business hours. Files must be delivered in an automated fashion to the directory on the application database server hosting the Software.
 - 8.3.2. Download Changes. Licensee will notify Huron prior to changes in any extract file for download to the Software. This includes any alteration to the field content, record layout, data selection criteria, or the scheduling of any file used to interface Licensee's information systems with the Software.
 - 8.3.3. Third Party Software Changes (e.g., Windows and SQL). Licensee will make commercially reasonable efforts to notify Huron prior to applying service packs or upgrades to operating systems or database engines that impact the Software unless such upgrades are recommended by Huron. Licensee agrees that such notification is necessary in order for Huron to determine if the service packs or upgrades have been tested and are deemed compatible with the Software. In the event that Licensee installs a service pack or upgrade prior to notifying Huron, such installation is at Licensee's risk.
- 8.4. Coordinators. Licensee will designate a sufficiently qualified person as the Software Coordinator and will also designate a backup Software Coordinator. Licensee will make the Software Coordinator(s) available to be trained by Huron. The Software Coordinator shall serve as the primary Licensee contact for Huron for Services pursuant to this Agreement.
9. Early Termination. Under certain circumstances, this Agreement may be terminated prior to the completion of its Initial Term or a Renewal Term, as provided below.
 - 9.1. Termination upon License Termination. This Agreement shall terminate immediately with respect to the Methodology and Software in the event that the License Agreement is terminated.
 - 9.2. Termination for Cause. Either party may terminate this Agreement for the other party's material failure to perform an obligation under this Agreement by delivering thirty (30) days advance written notice of termination to the other party. If during such thirty (30) day period the non-performing party rectifies the failure to perform then this Agreement shall not terminate.
 - 9.3. Consequences of Termination. In the event that Licensee terminates this Agreement for cause pursuant to Section 9.2, Huron will refund to Licensee the paid Base Price for the then current Segment, prorated for the number of months remaining in such Segment, net of any amounts owed by Licensee to Huron. The unpaid Base Price for the remaining Segments will not be due and payable by Licensee.
10. Fees and Expenses.
 - 10.1. Base Price. An annual Base Price of \$210,000 will be paid to Huron by Licensee prior to the commencement of each Segment.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

- 10.2. Out-of-pocket Expenses. Reasonable out-of-pocket expenses (“Expenses”) incurred by Huron in the provision of Services pursuant to this Agreement are not included in fees and will be billed separately. Out-of-pocket expenses include items such as coach airfare, ground transportation, lodging, and usual and customary per diems. The Licensee will reimburse Huron for these reasonable Expenses in addition to the fees earned by Huron. Expenses are billed at actual. The Licensee shall have the right to review all supporting documentation regarding Expenses. Expenses are estimated at sixteen percent (16%) of the total Base Price or a fixed total price pieced at the Standard Rate. In the event Huron anticipates that it will exceed the estimated Expenses amount, Huron will first notify the Licensee and the parties will mutually agree on how to adjust the amount (e.g., cutting back on resources/expenses, etc.). Huron may not exceed the estimated Expenses amount without first reaching a mutual agreement with the Licensee on a revised Expenses dollar amount. Huron will not exceed the established rates in the County’s Reimbursement for General Travel and Other Actual and Necessary Expenses, Policy D-1, dated February 26, 2013.
- 10.3. Additional Charges. In addition to the Base Price, additional charges may be incurred by Licensee, as provided below.
- 10.3.1. Additional Remote Support Services provided pursuant to Section 3.1 will be billed in half-hour increments at \$250 per hour (the “Standard Rate”).
- 10.3.2. Additional Solution Evaluation Services (in excess of those provided for the Base Price) will be charged at a fixed total price for a defined scope, priced at the Standard Rate.
- 10.3.3. Consulting and Training Services will be charged at a fixed total price for a defined scope, priced at the Standard Rate or on an hourly basis priced at the Standard Rate, as determined by the applicable scope and mutual agreement of the parties.
- 10.3.4. Other Buy-Up Services will be charged at a fixed total price for a defined scope, priced at the Standard Rate, or on an hourly basis priced at the Standard Rate, as determined by the applicable scope and mutual agreement of the parties.
- 10.3.5. Notwithstanding the foregoing, Huron will discount the Standard Rate by ten (10) percent for the applicable Services that are scheduled at least sixty (60) days in advance.
- 10.4. Change in Remote Support Services Hours. If the parties determine that the number of monthly Remote Support Services hours need to be adjusted, the adjustment may be made upon mutual written agreement as of the beginning of any Segment. The Base Price will be adjusted accordingly.
- 10.5. Price Increases.
- 10.5.1. The Base Price and the price for additional charges for any Renewal Term may be increased by Huron providing Licensee with written notice of the price increase at least ninety (90) days in advance of the Renewal Term.
- 10.5.2. The price for additional charges may be increased by Huron upon ninety (90) days’ notice to Licensee.
11. Billing and Payment.
- 11.1. Huron will normally bill Licensee for amounts due under this Agreement, other than amounts due on an annual basis, once per month. With the exception of the Base Price, payment of any bill is due thirty (30) days after Licensee’s receipt of the bill.

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

12. The provisions of the Professional Services Agreement between the parties dated November 1, 2103 (the "Professional Services Agreement") are hereby incorporated into and made a part of this Agreement.
13. Huron's liability to Licensee shall, in all events, be limited by the provisions of Section 21 of the Professional Services Agreement, "Hold Harmless/Indemnification/Limitation of Liability."
14. Except as may be expressly permitted in writing by Huron in the event of a Change of Status of Licensee, Licensee shall not transfer or assign any of its rights or obligations under this Agreement. Subject to the restrictions on the ability of Licensee to assign its rights as provided herein, this Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors, and assigns. Huron retains the right to assign or transfer its rights, privileges, obligations, and duties under this Agreement to an entity that continues the business of Huron and which assumes its obligations and duties hereunder. In addition, in the event Huron engages in a reorganization of its corporate structure, Huron may assign its rights and delegate its responsibilities under this Agreement to another entity controlled by, or under common control with, Huron or its then-current owners.
15. Execution and delivery of this Agreement and any amendments by the parties shall be considered legally valid and effective if executed or adopted by a party through use of an electronic process (i.e., "electronic signature" through a process such as DocuSign[®]).
16. The HIPAA Business Associate Attachment, attached as Attachment 1 to the Professional Services Agreement (the "BAA") governs Huron's use and disclosure of protected health information under this Agreement.
17. This Agreement, the BAA, the License Agreement, and the Professional Services Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any other prior maintenance, support, or solution support agreements and any conflicting portions of the Professional Services Agreement.

(Signature Page Follows.)

CONFIDENTIAL – ONLY FOR INTERNAL USE OF LICENSEE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

HURON CONSULTING SERVICES LLC

By: 

DocuSigned by:
James P. Martin
By: 7D47BFD10B88497...

Name: Lowell Johnson
Title: Interim Chief Executive Officer
Riverside County Regional Medical Center

Name: James P. Martin
Title: Managing Director – Established
Client Services

Dated: 9/18/14

Dated: 9/15/2014

COUNTY OF RIVERSIDE

By: _____

Name: Jeff Stone

Title: Chairman, Board of Supervisors
Riverside County

Dated: _____

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 9/25/14
NEAL R. KIPNIS