

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

424



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
November 13, 2014

SUBJECT: Approve Amendment 3 and Amendment 4, without securing competitive bids in accordance with Ordinance 459.4 with Huron Consulting Services LLC d/b/a Huron Healthcare [All District; \$1,249,320; Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute Amendment 3 with Huron Consulting Services LLC, effective upon signature, for a one-time payment of \$232,000 plus out-of-pocket expenses estimated at sixteen percent (16%) of the total base price;
2. Approve and authorize the Chairman to execute Amendment 4 with Huron Consulting Services LLC, effective upon signature for a base price of \$495,000 for the initial year plus out-of-pocket expenses estimated at sixteen percent (16%) of the total base price, with two optional renewal terms as Option Year Two and Option Year Three, where fees are estimated at \$250,000 and \$100,000, respectively; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, 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.

Zareh H. Sarrafian, Hospital CEO

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 11/27/14

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 522,580	\$ 465,740	\$ 1,249,320	\$ 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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 11/05/13; 3-10 | **District:** ALL | **Agenda Number:**

3-14

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

FORM 11: Approve Amendment 3 and Amendment 4, without securing competitive bids in accordance with Ordinance 459.4 with Huron Consulting Services LLC d/b/a Huron Healthcare [All District; \$1,249,320; Enterprise Funds]

DATE: November 13, 2014

PAGE: Page 2 of 2

BACKGROUND: Summary

Huron Healthcare is committed to Riverside County Regional Medical Center's (RCRMC) long term success by providing consulting and training services and applicable methodologies pertaining to labor, non-labor and physician services. Huron's Sustained Performance Services (SPS) agreement is built based on a foundation of addressing the People, Process, and Tools 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. Huron offers three specific related methodologies as specified in Amendment 4: 1) Labor Expense Solution Performance Monitoring will allow Huron to conduct remote labor expense performance monitoring related to productivity, including periodic formal discussion with the hospital; 2) Non-Labor Expense Solution Performance Monitoring will include two to three quarterly onsite evaluations with recommendations and one remote evaluation to discuss action items, work planning, goal setting and implementation process, and 3) Ambulatory Solution Performance Monitoring will allow Huron to conduct monthly performance monitoring to include capacity management, provider productivity, and physician labor and staffing.

Additionally, Amendment 3 allows Huron to work with the hospital pharmacy administrators to implement a central repository for 340b documents, select and implement third party software to retrieve data completely and quickly primarily for audit purposes, and assessment of program expansion opportunities including contract pharmacies.

Impact on Citizens and Businesses

The service(s) impacts the patients in Riverside County receiving care from Riverside County Regional Medical Center. The methodologies used for the Sustained Performance program can attribute to long term cost effective measures for both the hospital and the County of Riverside while the 340B Program evaluation will assist the County in performing assessments for revenue enhancement opportunities and/or cost savings that may be achieved through the 340B Program.

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.

The services offered in Amendment 3 as it pertains to the 340B Program Expansion include a one-time payment not to exceed \$232,000, plus out-of-pocket expenses estimated at sixteen percent (16%) of the total base price. With respect to Amendment 4, the fee for the first year will be \$495,000, with two optional renewal terms as Option Year Two and Option Year Three and fees are allocated at \$250,000 and \$100,000, respectively, if the renewal options were exercised. These include an additional 16% out-of-pocket for expenses. The rates and terms are consistent with the original agreement. It is expected that price will decrease with a reduction in services as time goes on. These costs will remain consistent with and not to exceed the County travel policy limits.

Date: November 5, 2014

From: Zareh H. Sarrafian, Hospital 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:** Huron Healthcare offers assistance to 1) implement a central repository for maintaining 340B documents, 2) select and implement third party administrator software to retrieve data completely and quickly for audit purposes, and 3) assess program expansion opportunities. In addition, Huron offers Sustained Performance Services (SPS) as it pertains to three specific Related Methodologies: 1) Labor Expense, 2) Non-Labor Expense, and 3) Physician Services (Ambulatory Care). SPS is built based on a foundation of addressing the People, Process, and Tools 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 improve and sustain processes for cost effective measures. Through this partnership, Huron has committed to RCRMC's long term success. Huron's assessment of the 340B Pharmacy Program identified several opportunities for improvement. In addition, during its assessment of RCRMC programs within the master agreement, SPS was an added component should the County hospital choose to implement. There are no alternative suppliers that are able to perform the specific services offered.
4. **Extent of market search conducted:** Through continuous discussions, it has been recommended by the RCRMC Executive Management that Huron Healthcare provide continuing improvement solutions and monitoring to ensure sustainability after Huron's departure.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Huron has the expertise to assess RCRMC in selecting and implementing solutions for the 340B Program. The Sustained Performance Services (SPS) components not only offer software, licensing and technical support, but consulting, training, and performance monitoring services targeting three specific related methodologies for labor, non-labor and physician services
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Continued operational monitoring offers service which provides a level of continuity and consistency in sustaining benefit realized to date. This is increasingly important given the multiple transitions with RCRMC's Chief Executive Positions and the volume of maintenance and optimization activities across the organization. Huron offers an environment solution which hones in on the 340B Program, Labor Expense, Non-Labor Expense and Ambulatory Methodologies to ensure a promising cost effective solution for RCRMC.

7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** Amendment 3 cost consists of a base fee of \$232,000, plus out-of-pocket expenses estimated at sixteen percent (16%) of the total base fee. Amendment 4 cost consists of an annual base fee of \$495,000, plus out-of-pocket expenses estimated at sixteen percent (16%) of the total base fee.
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 upon execution. Amendment 3 is a one-time project anticipated to be completed within eight months. Amendment 4 is to begin upon execution through October 31, 2015, with the option to renew annually for two (2) additional years in one-year increments.



11/18/14

Department Head Signature

Date

Purchasing Department Comments:

Approve

1 Approve with Condition/s

Disapprove

Not to exceed: \$ 522,580.00 One time Annual Amount through _____

+ 2 optional renewals

Tom Brundell 11/19/14

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

4 @ 5,740 15/16 + 16/17 optional renewal

15-302

Huron Amendment No. 3 For Public Distribution

Redacted Document for
Agenda Posting

AMENDMENT NO. 3
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE AND
HURON CONSULTING SERVICES LLC (D/B/A HURON HEALTHCARE)

The County of Riverside (“COUNTY”) and Huron Consulting Services LLC d/b/a Huron Healthcare (“CONTRACTOR”) entered into a Professional Service Agreement dated November 1, 2013 (the “Agreement”) for the Implementation of Hospital Financial Performance Improvement and Health System Strategy Plan.

The parties now agree to amend the Agreement as follows:

1. This Amendment No. 3 is effective as of the last date signed below.
2. CONTRACTOR shall provide the additional services related to the Pharmacy 340B Program as described in Exhibit A-1 for the additional compensation stated in Exhibit B-1. Both of these new exhibits are attached to and incorporated into this Amendment.
3. Section 4.1 of the Agreement shall be amended to include the additional fees described in Exhibit B-1.

(Signature Page Follows.)

IN WITNESS WHEREOF, the parties have executed this Amendment and it is effective as of the last date signed below (the "Effective Date").

COUNTY OF RIVERSIDE

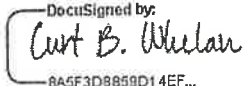
HURON CONSULTING SERVICES LLC

By: _____

Name: _____

Title: _____

Dated: _____

BY:  _____
8A5F3D9859D14EF...

Name: Curt B. Whelan

Title: Managing Director – Healthcare Sales

Dated: 11/18/2014


BY: _____ DATE: _____
COUNTY COUNSEL
DEAL # KIPM...

County of Riverside (“County”)/
Huron Consulting Services LLC d/b/a Huron Healthcare (“Contractor”)
Strategic Plan and Operational/Financial Implementation

EXHIBIT A-1
to Amendment No. 3

CONTRACTOR SCOPE OF WORK REQUIREMENTS FOR THE COUNTY

This Exhibit A-1 outlines the scope and approach of the additional services CONTRACTOR will perform for the County related to its Pharmacy 340B Program.

CONTRACTOR will assist the COUNTY with (1) the implementation of a central repository for maintaining 340B Program documentation; (2) the selection and implementation of third party administrator (“TPA”) software and internal controls to support the eligibility determination of drug orders, prescriptions and corresponding inventory replenishment functions within hospital, outpatient clinic and retail pharmacy settings; and (3) identifying and quantifying 340B Program expansion opportunities (the “Project”).

The scope of the Project includes all COUNTY 340B covered entities, associated outpatient child sites, shipping addresses and contract pharmacies (“In-Scope Locations”), as detailed in Attachment 1 to this Exhibit A-1.

Project Approach

CONTRACTOR will assist in the development and implementation of strategies, processes, practices and technologies for the improvement of the COUNTY’s 340B Program. CONTRACTOR’s approach for the Project is comprised of three components, as detailed below:

Component 1 – Implementation of a Central Repository for 340B Program Documentation

CONTRACTOR will assist the COUNTY in establishing a central repository to maintain 340B Program documentation required to demonstrate the eligibility and enrollment requirements for continued participation in the 340B Program. The central repository will allow the COUNTY to catalog and manage documents, information and/or data elements frequently requested by the Health Resources and Services Administration’s (“HRSA”) Office of Pharmacy Affairs (“OPA”) during a 340B Program Integrity Audit so the COUNTY may furnish required information in a timely manner.

CONTRACTOR will work with the COUNTY’s legal counsel, internal audit and compliance staff to evaluate any existing and/or outstanding documentation for inclusion in the central repository. CONTRACTOR will establish a process to track, catalog and maintain the documentation in a redundant manner such that the COUNTY will be able to respond to a HRSA 340B Program data request within the required timeframe with limited delays and gaps in document retention.

Component 2 – Selection and Implementation of TPA Software for In-Scope Locations

CONTRACTOR will assist the COUNTY in selecting a TPA vendor and establishing appropriate mechanisms and internal controls for the selected TPA software vendor to facilitate the eligibility and qualification processes for the In-Scope Locations to dispense 340B Drugs to eligible patients meeting the requirements of the 340B Program. CONTRACTOR’s areas of concentration will be comprised of two stages, including:

- Stage I – Feasibility, Design and Implementation Planning
- Stage II – Implementation

During Stage I, CONTRACTOR will work with the COUNTY to complete the following activities:

1. Identify a COUNTY Project Sponsor and establish a 340B Program Oversight Committee comprised of various stakeholders and team members to implement TPA software services for In-Scope Locations.
2. Develop an overall work-plan, reflecting the OPA’s compliance requirements for the In-Scope Locations currently servicing mixed-use areas, outpatients of the COUNTY, and site-specific sequencing and timing implementation plans.
3. Identify vendors, criteria for vendor selection, and data integrity standards to support the tracking of eligible prescriptions dispensed at In-Scope Locations. The evaluation of vendors will consider the ability for the COUNTY to utilize such vendors to expand the 340B Program to locations which are out of the scope of this engagement, but have the future potential to serve as contract pharmacies to the COUNTY’s covered entities (e.g., such as national pharmacy chains, regional pharmacy chains, mail-order and/or specialty pharmacies and independent pharmacies located throughout the surrounding community). Specifically, these activities include:
 - a. Identifying vendors for inclusion in the COUNTY’s request for proposal (“RFP”) for 340B TPA software
 - b. Developing the TPA RFP inclusive of required responses and evaluation criteria for the COUNTY to distribute to vendors
 - c. Establishing RFP scoring matrix to systematically rank any/all vendor responses
 - d. Facilitating on-site vendor presentations and demonstration meetings
 - e. Finalizing RFP scoring and communication(s) to vendors
4. Identify 340B management leading practices and provide support for their implementation, including, but not limited to standardized policies, procedures, processes and mechanisms to facilitate 340B Program compliance, oversight and sustainability reporting of program benefits.

During Stage II, CONTRACTOR will work with the COUNTY to complete the following:

1. Implement a TPA software solution to support the COUNTY’s 340B Program for the In-Scope Locations. Implementation tasks include, but are not limited to the following:
 - a. Finalize vendor agreement(s) to provide TPA services for patient, provider and prescription eligibility verification and corresponding accumulation and inventory replenishment functions
 - b. As applicable, develop, negotiate and finalize contract pharmacy services agreements for In-Scope Locations to include HRSA OPA’s essential covered entity compliance elements
 - c. As applicable, perform expedited 340B Program registrations in the 340B Covered Entity Database to allow for the most up to date program information to be reflected
 - d. Establish and formalize a model for standardized data testing and qualification criteria to confirm patient, provider and prescription eligibility requirements

- e. Establish an internal audit-readiness program to maintain and facilitate 340B Program compliance and oversight requirements for in-scope covered entities and pharmacies
- f. Establish systems and methodologies for ongoing 340B Program operations and audit readiness, including periodic monitoring and reviews, that will assist with enhancing operational sustainability

CONTRACTOR will work with the COUNTY to establish key stakeholder teams and Project plans to organize implementation activities, establish responsibilities and provide mechanisms for on-going implementation status monitoring. As applicable, project financial realization schedules will also be developed to estimate the anticipated net financial impact of the Project during the implementation.

Component 3 – Assessment of 340B Program Expansion Opportunities for Out-of-Scope Locations

CONTRACTOR will assist the COUNTY in performing an assessment of opportunities for revenue enhancement and/or cost savings that may be achieved by restructuring current operational processes for the 340B Program. Emphasis will be placed on identifying process changes that have minimal operational impact, but would be expected to deliver significant cost reductions and improved financial performance. CONTRACTOR's areas of concentration will include the following:

1. Decreasing pharmaceutical purchase costs by further leveraging the 340B Program purchasing in locations owned and operated by the COUNTY that are currently enrolled in the 340B Program, as well as locations owned and operated by the COUNTY that currently do not meet the eligibility requirements for enrollment in the 340B Program, but have potential to become eligible for the 340B Program at a future point in time.
2. Enhancing revenue through a contract pharmacy network strategy to increase the capture rate of eligible prescriptions originating from COUNTY covered entities that are subsequently dispensed at out-of-scope external pharmacies. Specifically, CONTRACTOR will identify additional external pharmacies for the COUNTY to establish contract pharmacy services arrangement agreements, including but not limited to national pharmacy chains, regional pharmacy chains, mail-order and/or specialty pharmacies and independent pharmacies located throughout the surrounding community.

CONTRACTOR will work with the COUNTY to provide financial and analytical support services for identifying performance improvement initiatives regarding strategies, tactics and financial benefits. These recommendations will be independently evaluated by the COUNTY, working with its legal counsel and compliance personnel, to determine which suggestions or other approaches to adopt and implement.

Project Deliverables

CONTRACTOR will provide the following deliverables for each component of the Project:

Component 1 - Implementation of a Central Repository for 340B Program Documentation

CONTRACTOR will implement a central repository for 340B Program documentation to enable the COUNTY to track, catalog and maintain the necessary documentation items in a redundant manner so the COUNTY may respond to a HRSA 340B Program data request within the required timeframe with limited delays and gaps in document retention. At a minimum, the central repository will include the following:

1. Data to support 340B Program drug orders, prescriptions and/or dispensing records to include the covered entities, associated child sites and contract pharmacies

2. Data to support all drug purchases for all account types - 340B, Group Purchasing Organization (GPO) and Wholesale Acquisition Cost (“WAC”)
3. List of providers eligible to write 340B prescriptions
4. Pharmacy Charge Description Master (“CDM”) and crosswalk for CDM to National Drug Code (“NDC”) Mapping
5. Documentation to verify each covered entity’s 340B Program eligibility, including:
 - a. The most recently filed Medicare Cost Report with Worksheets S-2, A, D Part V, and E and Part A
 - b. Hospital trial balance indicating the outpatient departments that prescribe and/or administer 340B Program drugs
 - c. Documentation of state/local government contracts and/or governmental powers
 - d. Documentation of HRSA grantee status for federal grantees
6. Provider enrollment verification as it pertains to National Provider Identifiers (“NPI”) and Medicaid numbers
7. 340B Program policies and procedures for the COUNTY, including:
 - a. Purchasing, ordering, invoice processing
 - b. Dispensing of 340B and non-340B drugs
 - c. Inventory management /340B and non-340B drug replenishment
 - d. Patient, provider and prescription eligibility
 - e. Medicaid billing for 340B program drugs
 - f. Contract pharmacies and monitoring process
 - g. Prevention of diversion and duplicate discounts
8. Summary of training provided to Pharmacy leadership and staff, compliance/internal audit personnel, etc. (e.g., topics, delivery method, frequency) related to the 340B Program, and copies of related training materials, as applicable
9. Provider-based attestations (and supporting documentation) required by the Centers for Medicare and Medicaid Services (“CMS”) and the COUNTY’s Fiscal Intermediary to demonstrate compliance with CFR 413.65, commonly referred to as the “provider-based requirements”
10. List identifying all accounts used for the purchase of both 340B and non-340B drugs (e.g., 340B, GPO, WAC) with account numbers, and a description of the specific drugs ordered under each account number
11. List of complete names and addresses of all entities associated with the COUNTY, including:
 - a. Parent site (main hospital and/or HRSA grantee locations enrolled in the 340B Program)
 - b. Child sites (outpatient departments and /or related entities enrolled in the 340B Program)
 - c. Outpatient Clinics not enrolled in the 340B Program (onsite and offsite locations)

12. List of Pharmacy settings within the hospital/clinic where 340B drugs are ordered, administered or dispensed, including:
 - a. Hospital inpatient pharmacy
 - b. Clinic pharmacy
 - c. Hospital-owned retail pharmacy
 - d. Contract pharmacy
13. Current 340B pharmaceutical inventory listing
 - a. Annual hospital/clinic pharmacy inventory report
 - b. Most recent quarter of retail pharmacy inventory reporting
14. List of all contract pharmacy names and locations, and a copy of all contract pharmacy contract(s)
15. Oversight/monitoring reports of the contract pharmacy by the covered entity
16. Documentation to substantiate an independent external audit of contract pharmacies
17. Organizational charts for the COUNTY's administrative and Pharmacy reporting structure
18. One to two page document describing the history of the COUNTY's covered entities summarizing key dates, accomplishments, awards and community benefit programs
19. List of all software utilized for the purpose of 340B drug utilization and procurement

Component 2 - Selection and Implementation of TPA Software for In-Scope Locations

CONTRACTOR will provide the COUNTY with the following in support of the selection and implementation of TPA software:

- A work-plan, reflecting the OPA compliance requirements for the In-Scope Locations currently servicing mixed-use areas and outpatients of the COUNTY, and site-specific sequencing and timing implementation plans
- A RFP, scoring matrix and communications to be used in the vendor selection process
- Finalized TPA agreement(s)
- A methodology and model to support the confirmation of patient, provider and prescription eligibility and subsequent inventory replenishment functions
- Draft policies and procedures, including process flow diagrams, training recommendations and supporting documentation
- An internal audit-readiness program supporting the COUNTY's 340B Program compliance requirements

Component 3 - Assessment of 340B Program Expansion Opportunities

CONTRACTOR will provide the COUNTY with a business case documenting the qualitative and quantitative foundations for the COUNTY's expansion of the 340B Program. For each opportunity identified, CONTRACTOR will provide a high level business case analysis including the following:

- A description of each additional opportunity for expanded participation in the 340B Program including the area of reference and the estimated financial opportunity; and
- A description of strategies, options, associated risks and high level action steps for implementation

Activities and Deliverables Schedule

	Due Dates*	Activities and Deliverables
1	Dec. 08, 2014	Confirm and prioritize data elements for inclusion in County's central repository for 340B Program Documentation
2	Dec. 08, 2014	Identify strategic goals of County for 340B TPA Vendor RFP
3	Dec. 08, 2014	Identify staff, programs and/or processes for inclusion in the assessment of County's 340B Program expansion opportunities
4	Dec. 29, 2014	Provide County with DRAFT 340B TPA RFP for dissemination to Vendors. Contractor will also include a scoring matrix and communication to be used in the vendor selection process
5	Dec. 29, 2014	Technology – Assess technology requirements to support the central repository for 340B Program Documentation
6	Dec. 29, 2014	Assessment Analysis – Analyze key pharmacy and revenue enhancement opportunities to measure performance efficiency
7	Jan. 23, 2015	Compile documents for retention in the 340B central repository
8	Jan. 23, 2015	Receive 340B TPA Vendor RFP responses for scoring and review
9	Jan. 23, 2015	Begin scheduling 340B TPA Vendor demonstrations
10	Feb. 06, 2015	Delivery of Assessment Report for County 340B Expansion opportunities
11	Feb. 06, 2015	Conduct all 340B TPA Vendor demonstrations
12	Feb. 20, 2015	County to select and notify 340B TPA Vendor finalist
13	Mar. 13, 2015	County to execute 340B TPA Vendor services agreements and BAA
14	Mar. 27, 2015	340B TPA Vendor implementation kick-off
15	Jun. 05, 2015	Data Reporting / Build of 340B TPA implementation model
16	Jun. 05, 2015	340B TPA Vendor Testing and Quality Assurance
17	Jun. 12, 2015	Staff Training on 340B TPA Vendor Software
18	Jun. 12, 2015	Establish formal internal auditing process for County 340B Programs
19	Jun. 20, 2015	340B TPA Vendor Go-Live
20	Jul. 10, 2015	Quality Assurance of 340B TPA Implementation

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

Other

CONTRACTOR may use subcontractors to assist in Project activities.

CONTRACTOR will not be auditing any financial statements or performing attest procedures with respect to information in conjunction with this Project. 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.

Project Schedule and Staffing

Upon execution of the Amendment, CONTRACTOR will work with the COUNTY to confirm the timeline of this Project. The duration of the Project is dependent upon the ability to obtain information from the COUNTY, schedule interviews, coordinate project logistics, etc. on a timely basis. Typically, the time frame to complete a Project of this nature spans approximately eight (8) months. Various CONTRACTOR resources will be onsite for multiple weeks throughout the process to conduct data request review sessions, executive and departmental interviews, complete observations, perform data analyses, facilitate any Steering Committee meetings and review findings, program progress and final results with COUNTY department leadership.

Escalation Process

Each party will communicate in a timely manner any concerns regarding performance under the terms of this Exhibit A-1 to the appropriate management personnel of the other party. For CONTRACTOR, the first point of such contact will be the Project Senior Director, the second point of contact will be the Project Managing Director, the third point of contact will be the Managing Director Client Services Executive, and the fourth point of contact will be Executive Vice President, Healthcare Consulting. CONTRACTOR will provide the names and contact information of such individuals upon request by the COUNTY. For the COUNTY, the first point of such contact will be Debra Cournoyer, Deputy County Executive Officer and the second point of contact will be Anita Willis, County Legal Counsel.

Upon first receiving written notice from a party, the parties' first points of contact shall in good faith and for seven (7) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. In the event the parties' first points of contact are unsuccessful at resolving the concern(s), then the parties' second points of contact shall in good faith and for three (3) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. In the event the parties' second points of contact are unsuccessful at resolving the concern(s), then the parties' third points of contact shall in good faith and for three (3) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. In the event the parties' third first points of contact are unsuccessful at resolving the concern(s), then the parties' fourth points of contact parties shall in good faith and for three five (5) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. Thereafter, the Disputes provision of the Agreement shall apply to any unresolved issues.

Attorney-Client Privilege

CONTRACTOR understands that the COUNTY intends CONTRACTOR's work, opinions, conclusions and communications to be covered by the attorney-client and work product privileges to the extent provided by law, and CONTRACTOR will comply with any requests the COUNTY makes of CONTRACTOR that are designed to preserve these privileges. In addition, CONTRACTOR understands that the COUNTY will provide CONTRACTOR with instructions regarding any document retention or document production procedures that the COUNTY expects CONTRACTOR to follow.

ATTACHMENT 1
to Amendment No. 3

IN-SCOPE LOCATIONS

Covered Entity Details				
340B ID	Entity Name	Address	City	State
DSH050292	Riverside County Regional Medical Center	26520 Cactus Avenue	Moreno Valley	CA
DSH050292C	if	9990 County Farm Road	Riverside	CA
FQHCLA046	Riverside County Family Care Centers	4065 County Circle Drive	Riverside	CA
FQHCLA046A	Corona Family Care Center	505 S. Buena Vista Avenue	Corona	CA
FQHCLA046B	Indio Health Center	47-923 Oasis Street	Indio	CA
FQHCLA046C	Lake Elsinore Health Center	2499 E Lakeshore Drive	Lake Elsinore	CA
FQHCLA046D	Banning Family Care Center	3055 West Ramsey Street	Banning	CA
FQHCLA046E	Hemet Health Center	880 North State Street	Hemet	CA
FQHCLA046F	Palm Springs Family Care Center	1515 North Sunrise Way	Palm Springs	CA
FQHCLA046G	Perris Family Care Center	308 E. San Jacinto Ave	Perris	CA
FQHCLA046H	Riverside Neighborhood Family Care Ctr	7140 Indiana Avenue	Riverside	CA
FQHCLA046J	Rubidoux Family Care Center	5256 Mission Blvd	Riverside	CA
FQHCLA046K	Jurupa Family Care Center	9415 Mission Blvd	Riverside	CA
FP917201	Corona Family Care Center	505 South Buena Vista	Corona	CA
FP922012	Indio Family Care Center	47-923 Oasis St	Indio	CA
FP922202	Banning Family Care Center	3055 West Ramsey	Banning	CA
FP922626	Palm Springs Family Care Center	1515 N. Sunrise Way	Palm Springs	CA
FP923304	Lake Elsinore Family Care Center	2499 Lakeshore Drive Ste A&B	Lake Elsinore	CA
FP925030	Administrative Office	4065 Circle Dr	Riverside	CA
FP925043	Riverside Neighborhood Health Center	7140 Indiana Ave	Riverside	CA
FP925093	Jurupa Family Care Center	9415 Mission Blvd	Riverside	CA
FP925438	Hemet Family Care Center	880 North State St	Hemet	CA
FP925701	Perris Family Care Center Aka Dr. Robert Bruce Reid Health Clinic	308 San Jacinto Avenue	Perris	CA
RW192201	Indio Clinic	47-923 Oasis Street	Indio	CA
RW192503	County Of Riverside, Department Of Public Health	4065 County Circle Drive	Riverside	CA
RW192504	Riverside Neighborhood Clinic	7140 Indiana Avenue	Riverside	CA
STD91720	Corona Health Center	505 S. Buena Vista	Corona	CA
STD92201	Indio Health Center	47-923 Oasis Street	Indio	CA
STD92220	Banning Health Center	3055 W. Ramsey	Banning	CA
STD92225	Blythe Health Center	263 N. Broadway	Blythe	CA
STD92262	Palm Springs Health Center	3111 E. Tahquitz Canyon W	Palm Springs	CA
STD92330	Lake Elsinore Health Center	30195 Fraser Drive	Lake Elsinore	CA
STD92370	Perris Family Care Center Aka Dr Robert Bruce Reid Health Clinic	308 San Jacinto Ave	Perris	CA
STD92504	Riverside Neighborhood Clinic	7140 Indiana Avenue	Riverside	CA
STD92509	Jurupa Health Center	9415 Mission Blvd.	Riverside	CA
STD925091	Rubidoux Family Care Center Aka Don Schroeder Family Care Center	5256 Mission Blvd	Riverside	CA
STD925134	Community Health Agency - County Of Riverside	4065 Co Circle Dr.	Riverside	CA
STD92543	Hemet Health Center	880 N. State Street	Hemet	CA
STD92591	Temecula Health Center	41002 County Center Drive Suite 310	Temecula	CA
TB917208	Corona Family Care Center	505 S Buena Vista	Corona	CA
TB922011	Indio Family Care Center	47-923 Oasis Street	Indio	CA
TB922204	Banning Family Care Center	3055 W Ramsey	Banning	CA
TB922622	Palm Springs Family Care Center	1515 N. Sunrise Way	Palm Springs	CA
TB923701	Perris Family Care Center	308 E. San Jacinto	Perris	CA
TB92504	Riverside Neighborhood Health Center	7140 Indiana Avenue	Riverside	CA
TB925091	Don Schroeder Family Care Center	5256 Mission Blvd	Riverside	CA
TB925095	Jurupa Family Care Center	9415 Mission Blvd	Riverside	CA
TB925138	County Of Riverside Department Of Public Health	4065 County Circle Dr.	Riverside	CA
TB925303	Lake Elsinore Family Care Center	2499 E. Lakeshore Drive	Lake Elsinore	CA
TB925435	Hemet Family Care Center	880 N State Street	Hemet	CA

Shipping Address Details				
Pharmacy Name	Address	City	State	Zip
Riverside County Regional	26520 Cactus Avenue	Moreno Valley	CA	92555
Riverside Neighborhood Health	7140 Indiana Avenue	Riverside	CA	92504
Riverside Co Regional Med Ctr	9990 County Farm Road	Riverside	CA	92503

Contract Pharmacy Details				
Pharmacy Name	Address	City	State	Zip
Riverside County Regional	26520 Cactus Avenue	Moreno Valley	CA	92555
Riverside Neighborhood Health	7140 Indiana Avenue	Riverside	CA	92504
Riverside Co Regional Med Ctr	9990 County Farm Road	Riverside	CA	92503

County of Riverside (“County”)/
Huron Consulting Services LLC d/b/a Huron Healthcare (“Contractor”)
Strategic Plan and Operational/Financial Improvement Implementation

EXHIBIT B-1
to Amendment No. 3

PAYMENT PROVISIONS

This Exhibit B-1 outlines the fees and expenses for the additional services related to the Pharmacy 340B Program services that Contractor will provide for the County, as outlined in the foregoing Exhibit A-1 to the Amendment No. 3 of the Professional Services Agreement (the “Agreement”). Any capitalized terms not expressly defined herein shall have the same meaning assigned to them in the Exhibit A-1.

Contractor’s fees for the Project consist of Fixed Fees.

Fixed Fees

Based on the scope, approach, deliverables, schedule, and staffing assumptions discussed in the Exhibit A-1, the fees for the Project are \$232,000 (the “Fixed Fees”), which will be billed in equal monthly installments for each of the eight months of the Project.

The Fixed Fees are detailed as follows:

LEVEL	BUDGETED HOURS	RATE	FEES
██████████	██	██	██
██████	██	██	██
██████	██	██	██
██████████	██	██	██
TOTAL	████		\$232,000

Out of Pocket Expenses

During the course of the Project, Contractor will incur reasonable out-of-pocket expenses (“Expenses”) on behalf of the County. Out-of-pocket expenses include items such as coach airfare, ground transportation, lodging, and usual and customary per diems. The County will reimburse Contractor for these reasonable Expenses in addition to the fees earned by Contractor. Expenses are billed at actual. The County shall have the right to review all supporting documentation regarding Expenses. Expenses are estimated at sixteen percent (16%) of the total Fixed Fee. In the event Contractor anticipates that it will exceed the estimated Expenses amount, Contractor will first notify the County and the parties will mutually agree on how to adjust the amount (e.g., cutting back on resources/expenses, etc.). Contractor may not exceed the estimated Expenses amount without first reaching a mutual agreement with the County on a revised Expenses dollar amount. Contractor 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.

Fees and Expense Billing and Payment

The Fixed Fees will be invoiced as described above under the Fixed Fees section. Contractor will bill monthly for Expenses in the month following the month in which they are incurred. All fees and Expenses paid by the County are non-refundable, except as expressly provided for otherwise in Section 23.3 of the Agreement. The County will pay all invoices for fees and Expenses when due, which shall be within thirty (30) working days from the date of receipt of the invoice.

Project Termination

In the event of termination for any reason, the County shall pay Contractor: (a) its Fixed Fees through the Termination Date, as defined in the Agreement (in the event the Termination Date was before the last day of the month, the Fixed Fee for that month would be prorated according to the calendar days of the month); and (b) reimbursement of all Expenses it incurred through the Termination Date, including non-refundable payments and deposits.

With the exception of the payment amounts outlined above, in the event of termination all other conditions outlined in the Agreement will apply, including without limitation those addressing termination.

Project Suspension

In the event that, in the judgment of the County and Contractor, a suspension of Project activity is warranted due to a serious Project issue or other situation, the County or Contractor may suspend the Project activity for a period of up to two weeks upon written notice to the other party, during which period Contractor will be temporarily relieved of its Project obligations (a "Suspension"). No Fixed Fees will be earned by Contractor during the period of the Suspension; however, the overall term of the Project will be extended by the length of the Suspension, and Fixed Fees will be earned by Contractor during the extended term. Any incremental actual out-of-pocket expenses incurred by the Contractor Project team as a result of the Suspension will be paid by the party that initiates the Suspension. Either party may initiate a Project Suspension up to two times during the Project.

Other

The County acknowledges that where out-of-town personnel are assigned to any location on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be one year or more), the associated costs of out-of-town travel and living expenses are compensatory to such personnel. In such cases, the Expenses for which the County shall reimburse Contractor hereunder shall include the income gross-ups required to ensure tax neutrality of Contractor personnel. Contractor shall use reasonable efforts to limit such Expenses, such as effecting Project roll-offs where practical, providing the County with reasonable advance notice of any personnel who will become subject to compensatory Expenses, and providing the County the option to retain such personnel or to accept a substitute. In the event such Expenses are imminent, the parties will confer and mutually agree regarding whether or not to retain the personnel on the Project, prior to them being subject to compensatory Expenses.

The County will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with Contractor's performance of Services or

County's receipt of Contractor's Services or products, excluding taxes on Contractor's income generally.

In the event County fails to timely meet its payment obligations hereunder or as modified by an amendment, Contractor retains the right to: (a) suspend its services until payment is made; (b) terminate the Project pursuant to the applicable termination-for-cause provisions of the Agreement; (c) charge interest at the rate of one percent per month from the due date until paid; and (d) pursue all other remedies available at law or in equity. In the event of suspension of the Project, Contractor will not be liable for any resulting loss, damage or expense connected with such suspension.

Huron Amendment No. 4 For Public Distribution

Redacted Document for
Agenda Posting

AMENDMENT NO. 4
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE AND HURON CONSULTING SERVICES LLC (D/B/A
HURON HEALTHCARE)

The County of Riverside (“County” or “Licensee”) and Huron Consulting Services LLC d/b/a Huron Healthcare (“Contractor” or “Huron”) entered into a Professional Service Agreement dated November 1, 2013 (the “Agreement”) for the Implementation of Hospital Financial Performance Improvement and Health System Strategy Plan.

The parties now agree to amend the Agreement (the “Amendment”) as follows:

1. The Amendment is effective as of the last date signed below.
2. CONTRACTOR shall provide the additional services related to post-implementation support for certain Solutions, described in Exhibit A-1, for the additional compensation stated in Exhibit B-1. Both of these new exhibits are attached to and incorporated into this Amendment.
3. Section 4.1 of the Agreement shall be amended to include the additional fees described in Exhibit B-1.

(Signature Page Follows.)

IN WITNESS WHEREOF, the parties have executed this Amendment and it is effective as of the last date signed below (the "Effective Date").

COUNTY OF RIVERSIDE

HURON CONSULTING SERVICES LLC

By: _____
Jeff Stone, Chairman,
Board of Supervisors, Riverside County

By: DocuSigned by:
James P. Martin
90375C0AC25A40C _____
James P. Martin, Managing Director --
Established Client Services

Date: _____

11/18/2014
Date: _____

COUNTY OF RIVERSIDE COUNTY COUNSEL
BY: Alan R. Kipnis DATE: 11/18/14
REALTOR, KIPNIS

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

EXHIBIT A-1
to Amendment No. 4

CONTRACTOR SCOPE OF WORK REQUIREMENTS FOR THE COUNTY

This Exhibit A-1 outlines the scope and approach of the additional services Contractor will perform for the County related to post-implementation support of the Solutions, as detailed below.

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 Terms
none	Labor Expense Methodology	Exhibit A: Scope of Services to the Agreement
none	Non-Labor Expense Methodology	Exhibit A: Scope of Services to the Agreement
none	Physician Services Methodology (a.k.a. "Ambulatory Methodology")	Exhibit A: Scope of Services to the Agreement

- B. The methodologies listed in the Related Methodology column above are collectively referred to herein as the "Methodology," and individual methodology components may be referred to herein in context as "Applicable Methodology." An individual methodology as implemented in Licensee's environment is a "Solution," and collectively, the Labor Expense, Non-Labor Expense, and Ambulatory Methodologies are the "Solutions."
- C. The parties wish to provide for post-implementation support of the Solutions by entering into this Amendment.

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

Agreement

1. Services Term. Unless this Amendment is terminated pursuant to Section 6, Huron shall provide services under this Amendment (the "Services") for twelve (12) months (the "Initial Term"):

Start Date: January 1, 2015

End Date: December 31, 2015

- 1.1. Renewal Terms. This Amendment shall renew annually after the Initial Term for two (2) additional one-year (12-month increment) renewal terms ("Option Year Two" for October 1, 2015 - September 30, 2016, and "Option Year Three" for October 1, 2016 - September 30,

2017), unless at least sixty (60) days in advance of the expiration of the Initial Term or the Option Year Two, as applicable, one of the parties provides the other with written notice that it does not choose to renew.

2. During the Initial Term, Option Year Two, and Option Year Three, Huron will perform the Services described in this Section 2, provided that Licensee is current on all fees and expenses due under this Amendment.

2.1. Performance Monitoring. For the Base Price, Huron will conduct quarterly performance monitoring during the Initial Term, bi-annual performance monitoring during Option Year 2 and annual performance monitoring during Option Year 3 for the Solutions, as described below. Onsite performance monitoring will be mutually scheduled by Huron and Licensee:

2.1.1. Labor Expense Solution Performance Monitoring. [REDACTED]

2.1.2. Non-Labor Expense Solution Performance Monitoring. [REDACTED]

2.1.3. Ambulatory Solution Performance Monitoring. [REDACTED]

- [REDACTED]
- [REDACTED]
3. Elective Services. Elective Services may be provided by Huron upon request by Licensee, as detailed below. Any additional Elective Services will be mutually agreed upon in writing prior to commencement of the Elective Services.
 - 3.1 Additional Performance Monitoring Services. Upon request by Licensee, Huron will perform one or more additional performance monitoring reviews for the Labor Expense Solution, the Non-Labor Expense Solution or the Ambulatory Solution during the Initial Term, Option Year Two, or Option Year Three, as mutually scheduled by Licensee and Huron. Licensee will be billed for Additional Performance Monitoring Services as defined in Section 1.4 of Exhibit B-1 and not to exceed the “Standard Rate” as specified in Section 1.4 of Exhibit B-1.
 - 3.2 Consulting and Training Services. Upon request by Licensee, Huron will provide additional “Consulting and Training Services” that may include the preparation and delivery of focused functional onsite consulting or training. Such Consulting and Training Services may include training client leadership on the Solutions as well as other focused consulting or training related to the Solutions. Licensee will be billed for additional Consulting and Training Services as defined in Section 1.4 of Exhibit B-1 and not to exceed the “Standard Rate” as specified in Section 1.4 of Exhibit B-1.
 - 3.3 Other Elective Services. “Other Elective Services” may include: expansion/facility integration, Licensee system conversion support and Solution renewal implementation projects. Licensee will be billed for Other Elective Services as defined in Section 1.4 of Exhibit B-1 and not to exceed the “Standard Rate” as specified in Section 1.4 of Exhibit B-1.
 4. Authority to Approve Additional Charges. Huron will inform Licensee when, pursuant to this Amendment, additional charges might be incurred by Licensee. Huron is hereby authorized to rely upon Licensee’s respective Solution leader to obtain appropriate approvals for those charges before authorizing Huron to provide services that would entail additional charges.
 5. Escalation Process. Each party will communicate in a timely manner any concerns regarding performance under the terms of this Amendment to the appropriate management personnel of the other party. For Huron, the first point of such contact should be a member of the Established Client Services management team.
 6. Early Termination. Under certain circumstances, this Amendment may be terminated prior to the completion of its Initial Term or a renewal term, as provided below.
 - 6.1. Termination for Cause. Either party may terminate this Amendment for the other party’s material failure to perform an obligation under this Amendment 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 Amendment shall not terminate.
 - 6.2. Consequences of Termination. In the event that Licensee terminates this Amendment for cause pursuant to Section 6.1, Huron will refund to Licensee the paid Base Price for the then current Initial Term or renewal term, prorated for the number of months remaining in such Initial Term.

7. The provisions of the Agreement are hereby incorporated into and made a part of this Amendment.
8. Huron's liability to Licensee shall, in all events, be limited by the provisions of Section 21 of the Agreement, "Hold Harmless/Indemnification/Limitation of Liability."
9. 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 Amendment 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 Amendment 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 Amendment to another entity controlled by, or under common control with, Huron or its then-current owners.
10. Execution and delivery of this Amendment 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®).
11. The HIPAA Business Associate Attachment, attached as Attachment 1 to the Agreement (the "BAA") governs Huron's use and disclosure of protected health information under this Amendment.
12. This Amendment, the BAA, and the Agreement constitute the entire agreement of the parties with respect to the subject matter of this Amendment. This Amendment supersedes any other prior maintenance, support, or solution support agreements and any conflicting portions of the Agreement.

County of Riverside (“County” or “Licensee”)/
Huron Consulting Services LLC d/b/a Huron Healthcare (“Contractor” or “Huron”)
Strategic Plan and Operational/Financial Improvement Implementation

EXHIBIT B-1
to Amendment No. 4

PAYMENT PROVISIONS

This Exhibit B-1 outlines the fees and expenses for the additional services related to post-implementation support of the Solutions that Contractor will provide for the County, as outlined in the foregoing Exhibit A-1 to the Amendment No. 4 of the Professional Services Agreement (the “Agreement”). Any capitalized terms not expressly defined herein shall have the same meaning assigned to them in the Exhibit A-1.

Contractor’s fees for the Services consist of fees.

1. Fees

Based on the scope and approach discussed in the Exhibit A-1, the fees for the Services are as follows:

1.1 Base Price. The annual Base Price for each term is as follows:

Term	Base Price	Monthly Payment Amount
Initial Term (Year One)	\$495,000	\$41,250
Option Year Two	\$250,000	\$20,833
Option Year Three	\$100,000	\$8,333

The Base Price fees will be billed in equal monthly installments for each of the twelve month terms, as applicable.

1.2 Discretionary Service Fees: The Discretionary Service Fees for each term are as follows:

Term	Discretionary Service Fees (Optional)
Initial Term (Year One)	\$400,000 (capped)
Option Year Two	\$200,000 (capped)
Option Year Three	\$100,000 (capped)

The Discretionary Service Fees are optional and shall be utilized by Licensee at its discretion for Elective Services as detailed in Section 3 of Exhibit A-1. Discretionary Service Fees will be billed monthly, as incurred, and shall not exceed the capped amount for each term, as detailed in the table above table, unless otherwise mutually agreed by the parties in writing.

1.3 Out of Pocket Expenses

Reasonable out-of-pocket expenses (“Expenses”) incurred by Huron in the provision of Services pursuant to this Amendment 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. Licensee will reimburse Huron for these reasonable Expenses in addition to the fees earned by Huron. Expenses are billed at actual. Licensee shall have the right to review all supporting documentation regarding Expenses. Expenses are estimated at sixteen percent (16%) of the total Base Price and, for Elective Services, sixteen percent (16%) of the fixed total price, priced at the Standard Rate for such Elective Services. In the event Huron anticipates that it will exceed the applicable estimated Expenses amount, Huron will first notify 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 applicable estimated Expenses amount without first reaching a mutual agreement with the Licensee on a revised Expenses 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.

1.4 Additional Charges. In addition to the Base Price, additional charges may be incurred by Licensee for Elective Services, as provided below. Elective Services that are priced hourly will be billed in half-hour increments at a “Standard Rate” of [REDACTED]. Licensee may apply the Discretionary Service Fees, as allocated to each term in Section 1.2 above, towards Elective Services.

- 1.4.1 Additional Performance Monitoring (in excess of the services provided for in the Base Price) will be charged at a fixed total price for a defined scope, priced at the Standard Rate.
- 1.4.2 Additional 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.
- 1.4.3 Other Elective 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.

2. Payment. Payment of any bill is due thirty (30) days after Licensee’s receipt of the bill.

3. Other.

The County acknowledges that where out-of-town personnel are assigned to any location on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be one year or more), the associated costs of out-of-town travel and living expenses are compensatory to such personnel. In such cases, the Expenses for which the County shall reimburse Contractor hereunder shall include the income gross-ups required to ensure tax neutrality of Contractor personnel. Contractor shall use reasonable efforts to limit such Expenses, such as effecting Project roll-offs where practical, providing the County with reasonable advance notice of any personnel who will become subject to compensatory Expenses, and providing the

County the option to retain such personnel or to accept a substitute. In the event such Expenses are imminent, the parties will confer and mutually agree regarding whether or not to retain the personnel on the Services, prior to them being subject to compensatory Expenses.

The County will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with Contractor's performance of Services or County's receipt of Contractor's Services or products, excluding taxes on Contractor's income generally.

In the event County fails to timely meet its payment obligations hereunder or as modified by an amendment, Contractor retains the right to: (a) suspend its services until payment is made; (b) terminate the Services pursuant to the applicable termination-for-cause provisions of the Agreement; (c) charge interest at the rate of one percent per month from the due date until paid; and (d) pursue all other remedies available at law or in equity. In the event of suspension of the Services, Contractor will not be liable for any resulting loss, damage or expense connected with such suspension.