

- Dashboard and productivity monitoring and key performance indicator reporting
- Transition, training, and final recommendation documentation

Labor Expense Program - Staffing

In addition to the personnel assigned to the Program Steering Committee, RCRMC will provide personnel to assist with Program Implementation as follows:

- Work with CONTRACTOR to develop and track metrics
- Assist in development of additional future state process flows to achieve metrics
- Develop/refine policies and procedures, as needed
- Work with CONTRACTOR to create implementation plans
- Implement changes and recommendations
- Reprioritize workloads/change processes, as required, to meet goals

The Program Steering Committee will appoint a Program Coordinator to support the Program and to assist with scheduling interviews and meetings, as well as to assist with compiling the financial and statistical data that will be required throughout the Project. In addition, RCRMC will appoint a person or persons who will be utilized and integrated within the Program to provide support and management of the overall initiative.

VII. HUMAN RESOURCES EXPENSE PROGRAM

Human Resources Expense Program - Scope and Approach

The Human Resources Expense Program will focus on benefits, absence/leave and compensation. CONTRACTOR will work with the COUNTY and RCRMC to implement “working teams” to address initiatives and develop recommendations for the Human Resources Expense Program Steering Committee. CONTRACTOR will provide direction and collaborate with the working teams to accomplish the following activities:

Benefits

- Evaluate current benefit vendors and program offerings to ensure alignment with RCRMC’s overall population health strategy
- Extend current and emerging RCRMC [REDACTED] including pharmacy, mental health and substance abuse and ancillary services into overall employee health program strategy and design, where feasible
- Redesign and consolidate plan options with clearer distinction in plan provisions, pricing and utilization of RCRMC services
- Develop an [REDACTED] to increase participation and accountability within RCRMC for individual health management, leverage preferred service delivery models, and support short-term and long-term

measurable improvement in health plan population that is in line with legislative and market changes

- Evaluate the pharmacy program to provide for [REDACTED] and favorable pricing arrangements
- Explore 340B pharmacy opportunities within the health plan and what could be achieved with changing RCRMC provider structure and 340B regulation changes
- Review medical, pharmacy and other benefit vendor/providers' service delivery models, contracts, financial structure and technology/reporting capabilities needed to manage emerging care delivery and reimbursement models, participant engagement and satisfaction, provider quality metrics, legislative changes and financial/clinical reporting needs

Absence and Leave

- Assess paid time off ("PTO") policies (including sick day provisions), accrual schedules, maximum accrual and cash-out provisions to deliver a new program aligned with current industry standards
- Design and implement family and medical leave administrative improvements and process improvements to support management of intermittent and longer term leaves
- Develop an integrated [REDACTED] and employee safety initiative to help to reduce the cost of occupational and non-occupational disability absences
- Review disability programs as part of total absence offerings

Compensation and Premium Pay

- Review eligibility of positions for charge pay, and eliminate ineligible positions
- Review bonus pay items paid within earning codes, understand the business need and eliminate usage where it no longer meets business needs
- Review incentive pay items paid within earning codes, understand the business need and eliminate usage where it no longer meets business needs
- Review market benchmarks for clocking evening and night shift time, evening and night shift differential eligibility and pay practices, and modify to reduce spend and align with competitive market
- Review market benchmarks for weekend programs, clocking weekend shift time, weekend shift differential eligibility and pay practices, and modify to reduce spend and align with competitive market
- Review other pay items paid within earning codes, understand the business need and eliminate usage where it no longer meets business needs

- Review on call pay utilization within each department, and eliminate the practice where it no longer meets business needs
- Review call back and call worked utilization within each department, and eliminate the practice where it no longer meets business needs

Human Resources Purchased Services

- Redesign and consolidate contingent labor vendors and scheduling programs within RCRMC to support obtaining favorable provisions, pricing and utilization
- Evaluate RCRMC HR processes and purchased services for standardization and streamlined opportunities including recruitment, onboarding and training

Human Resources Expense Program - Deliverables

The following are deliverables of the Human Resources Expense Program:

- Benefit plan design, cost sharing and health management improvement initiative recommendations
- Integrated absence (leave, PTO, sick, workers compensation, disability) improvement initiative recommendations
- Compensation strategy and premium pay improvement initiative recommendations
- HR purchased services and process improvement initiative recommendations

Human Resources Expense Program - Additional RCRMC Obligations

- COUNTY Labor Relations will be responsible for negotiating approved HR changes with RCRMC unions

VIII. NON-LABOR EXPENSE PROGRAM

Non-Labor Expense Program – Scope and Approach

The Program scope includes implementation of CONTRACTOR’s Non-Labor solution. The areas within the scope of the Program include the following:

Supplies

- Perioperative Supplies – surgical services supplies including orthopedic implants, custom packs, and reprocessing of single use devices and other supplies
- Medical Surgical Supplies – medical surgical supplies including kits, linen, pulse oximeter probes, cardiology supplies, sequential compression devices and other supplies
- Pharmacy – indigent drug cost recovery program, IV to PO conversion, clinical protocols, automation and operational efficiencies and other areas

- Laboratory – laboratory supplies, services and equipment, including reference lab contracts, blood bank products and supplies, donor management programs, equipment leases, and outreach operations
- Food and Nutrition – management agreement, retail revenue enhancement, cafeteria break-even, food supplies, giveaways and other areas

Purchased Services

- Costs for various purchased services including:
 - Management services or outsourced services (if present) – typical examples can include food services, environmental services, security and others
 - Clinical purchased services - sleep lab, inpatient dialysis, perfusion and lithotripsy and other areas
 - Information Technology - telecommunications, software, hardware, maintenance, storage and other areas
 - Administrative and General Services - health information management, document management and destruction, transcription, insurance, printing services and others
 - Agency services – temporary and permanent staffing
 - Equipment maintenance – service contracts including parts and labor
 - Facilities/Real Estate – leases and rentals, energy, landscaping and other areas

CONTRACTOR will conduct the following activities in collaboration with RCRMC:

- Project Setup, Project Launch, Communication - Refresh data, establish baselines for key metrics, establish team targets.
- Team Formation and Training - Conduct team meetings, establish charters, roles and responsibilities, review targets and overall implementation process.
- Benefit Methodology & Benefits Tracking Tool - Establish a methodology for measurement of Program benefit and a tool for monitoring and tracking benefit realization.
- Identify Opportunities - Work with teams to review and prioritize opportunities, assign initiative champions, collect additional data, and analytics.
- Implement Opportunities - Implement Program management and tracking tools, develop implementation strategies and tactics, develop clinician buy-in approach, develop vendor RFIs/RFPs and conduct negotiations, develop staff training and education, and modify/implement new processes and policies.

- Monitor Initiatives - Gather evidence of initiative implementation, calculate financial benefits, present to Finance, and identify steps to monitor going forward.
- Sustainability - Identify data elements, sources, analysis and frequencies to assist with maintaining the implemented benefits.

Non-Labor Expense Program - Deliverables

- Summary of observations, analyses and baseline metrics from which to measure improvement
- Improvement initiative recommendations
- Benefit tracking tool
- Monitoring plan documentation

Non-Labor Expense Program - Additional RCRMC Obligations

An implementation of CONTRACTOR's Non-Labor solution requires actions by both parties in order to create an environment that is conducive to success. The foregoing sections primarily described CONTRACTOR obligations. RCRMC also has obligations during the Program, as follows:

- RCRMC senior management will actively support all savings initiatives once approved by the Program Steering Committee and will in good faith consider for implementation all savings ideas that will result in bottom line impact [REDACTED]
- RCRMC senior management will support trying new things including: receiving bids from new vendors, considering new concepts, keeping an open mind for the staff, and trialing alternate products. Notwithstanding the foregoing, there is no expectation of approval by RCRMC of an initiative for which:
 - [REDACTED] is negatively impacted in a demonstrable way
 - [REDACTED] is negatively impacted in a demonstrable way
 - Savings are minimal relative to effort and risk/political sensitivity (e.g., an initiative that would generate \$5,000 in savings, requiring 80 hours of time, and causing employee dissatisfaction)
- RCRMC will include achievement of Non-Labor improvement targets in [REDACTED] if possible.
- RCRMC will ensure that functional working groups are staffed with appropriate staff who have knowledge in the working group scope. CONTRACTOR and RCRMC will discuss and appoint a working group leader from the organization for each working group.
- RCRMC will spend capital needed to realize savings as approved by the Program Steering Committee. [REDACTED]



Non-Labor Expense Program - Staffing

In addition to the personnel assigned to the functional working groups and the Program Steering Committee, RCRMC will provide the following personnel to assist with the Program:

- An administrative support contact to assist with scheduling and data analysis activities
- A part-time communication staff member to incorporate Program communication needs into existing communication venues
- A part-time financial representative to review implemented savings calculations
- Periodic Materials Management staff support to assist with supporting each working group including meeting attendance, data collection, vendor research, product changes, etc.

ALL PROGRAMS

All Programs - Additional RCRMC Obligations

An implementation of CONTRACTOR's performance improvement solutions requires contributions of both parties. Much of this Exhibit A describes CONTRACTOR obligations, but RCRMC also has obligations in order to support effective implementation. RCRMC will make reasonable efforts to:

- Ensure RCRMC leadership, management and supervisors proactively support the goals of the Project and the execution and activities that are approved by the respective Program Steering Committees.
- Quickly incorporate reasonable time sensitive items that allow Program benefits to be acquired.
- Comply with all of CONTRACTOR's reasonable requests and provide CONTRACTOR with timely access to all information and locations reasonably necessary to the performance of the Project.
- Approach the Project from a RCRMC-wide perspective, decisively selecting options and approving recommendations.
- Provide executive involvement and leadership to the Project, including:
 - Attendance, participation and leadership at the Executive Steering Committee and various Program Steering Committees
 - Attendance, participation and leadership in the various Program working groups

- Active support of meeting overall Project targets and targets of the various Program working groups
- Providing a safe environment for the staff to take risks and try new things
- Requesting and supporting physician involvement and leadership, as necessary
- Focusing on implementation of savings
- Hold executive sponsors and working group leads accountable for exceeding targets and take action if a working group is not meeting targets. RCRMC will support the improvement process in good faith, including not engaging in “end-arounds” to the executive team and not revoking earlier decisions.
- Ensure senior management actively supports all savings initiatives once approved by the appropriate Program Steering Committee and in good faith considers for implementation all savings initiatives that will result in bottom line impact [REDACTED]
- Include performance improvement goals in [REDACTED] if possible.
- Ensure appropriate staffing of working groups, with personnel who have knowledge of the Program scope.
- Ensure that the Project is viewed by physicians and staff as a RCRMC initiative that has full support of the executive and medical staff leadership.
- Assist in scheduling and coordinating all interviews and observations reasonably requested by CONTRACTOR.

OTHER

Subcontractors

[REDACTED]

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 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 - Healthcare Sales, 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 the Department Director, the second point of contact will be the RCRMC Chief Executive Officer, the third point of contact will be Debbie Cournoyer, Deputy

County Executive Officer, and the fourth point of contact will be George Johnson, Assistant County Executive Officer.

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 Agreement. In the event the parties' first points of contact are unsuccessful in 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 Agreement. In the event the parties' second points of contact are unsuccessful in 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 Agreement. In the event the parties' third first points of contact are unsuccessful in 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 Agreement. Thereafter, the Disputes provision of the Professional Services Agreement shall apply to any unresolved issues.

ATTACHMENT 1 TO EXHIBIT A
ESTIMATED TIMELINE FOR PROGRAM DELIVERABLES

*All deliverables dates are good faith estimates only.

Solution Programs	Deliverables	Estimated Time of Achievement By Project Month
Strategic Planning Program		
Initiative 1: Strategic Priorities	<ul style="list-style-type: none"> • Establishment of an Executive Steering Committee, the Initiative Work Groups' membership, and their respective charters 	Month 2
	<ul style="list-style-type: none"> • Delivery of a detailed implementation work-plan of the Steering Committee's strategic initiatives priorities 	Month 3
	<ul style="list-style-type: none"> • Completion of the environmental and competitive market assessment 	Month 6
	<ul style="list-style-type: none"> • Delivery of the affiliation/partnership evaluation criteria and assessment approach 	Month 7
	<ul style="list-style-type: none"> • Establishment of the new organizational and governance structure 	Month 8
	<ul style="list-style-type: none"> • Incorporating Steering Committee prioritization and work to date, develop strategic plans for high priorities; possible initiatives may include (TBD): <ul style="list-style-type: none"> ○ Patient satisfaction ○ Detention Health ○ Medical staff planning ○ Ambulatory network development 	TBD (pending ESC prioritization)
Initiative 2: Academic Models Development	<ul style="list-style-type: none"> • Set of agreed upon guiding principles that support enhanced academic affiliation between County and its academic affiliates 	Month 5
	<ul style="list-style-type: none"> • List and definition of key components (e.g., educational, clinical) that are necessary for successful academic affiliation and reflect the 	Month 5

	desire to maximize the commitment to the academic mission	
	<ul style="list-style-type: none"> 3-4 academic affiliation models for consideration and deliberation by all parties 	Month 5
	<ul style="list-style-type: none"> Evaluation criteria and framework to review, prioritize, and recommend future affiliation strategy(s) 	Month 5
	<ul style="list-style-type: none"> Five year pro forma outlining projected funds flow by mission/service category (e.g., GME, medical leadership, professional services) to/from County and its academic affiliates 	Month 5
	<ul style="list-style-type: none"> Implementation plan that integrates outcome of academic affiliation decisions with overall clinical strategy of County, including, if any, the investment costs to execute on the plan 	Month 13
	<ul style="list-style-type: none"> Executive summary of agreed-upon approach, terms and strategy(s) for County academic affiliation(s) 	Month 5
Initiative 3: Pediatric Unit Partnership	<ul style="list-style-type: none"> Review options and prioritize opportunities 	Month 6
	<ul style="list-style-type: none"> Provide recommendations and resulting implications 	Month 6
Initiative 4: Financial Forecast Update	<ul style="list-style-type: none"> Provide two updated financial forecasts including narrative on significant revenue and expenses categories. 	Month 7 and Month 13
	<ul style="list-style-type: none"> Provide Board presentation of the forecast. 	Month 13
	<ul style="list-style-type: none"> Provide a financial model in Excel format to RCRMC staff upon completion of the Project 	Month 16
Clinical Operations Program		
	<ul style="list-style-type: none"> Summary of observations, analysis and baseline metrics from which to measure improvement 	Month 9
	<ul style="list-style-type: none"> Improvement initiative recommendations 	Month 9
	<ul style="list-style-type: none"> Dashboard and performance monitoring reporting 	Month 14
	<ul style="list-style-type: none"> Case Management model 	Month 11

	<ul style="list-style-type: none"> • Physician Advisor role description 	Month 11
	<ul style="list-style-type: none"> • Patient Placement Matrix 	Month 11
	<ul style="list-style-type: none"> • Patient ONTRAC reporting 	Month 14
	<ul style="list-style-type: none"> • Transition plan and training guide 	Month 15
	<ul style="list-style-type: none"> • Final recommendations and Program documentation 	Month 16
Physician Services Program		
	<ul style="list-style-type: none"> • Summary of observations, analysis, and baseline metrics from which to measure improvement 	Month 3
	<ul style="list-style-type: none"> • Improvement initiative recommendations 	Month 5
	<ul style="list-style-type: none"> • Benefit tracking tool 	Month 5
	<ul style="list-style-type: none"> • Productivity score cards 	Month 3
	<ul style="list-style-type: none"> • Training and transition plan documentation 	Month 11
Revenue Cycle Program		
	<ul style="list-style-type: none"> • Summary of observations, analysis and baseline metrics from which to measure improvement 	Month 5
	<ul style="list-style-type: none"> • Staffing level assessment findings 	Month 6
	<ul style="list-style-type: none"> • Department design and process improvement recommendations 	Month 5
	<ul style="list-style-type: none"> • Situation and response guidelines 	Month 6
	<ul style="list-style-type: none"> • TRAC/ONTRAC work drivers 	Month 6
	<ul style="list-style-type: none"> • Dashboard and performance monitoring reporting (Patient Access, Patient Accounting, Revenue Cycle-wide) 	Month 7
	<ul style="list-style-type: none"> • Vendor/agency performance scorecards 	Month 8
	<ul style="list-style-type: none"> • Transition and training documentation 	Month 10
Clinical Documentation Improvement Program		
	<ul style="list-style-type: none"> • Summary communication, education and program roll-out work plan 	Month 2

	<ul style="list-style-type: none"> • CDI Manual 	Month 3
	<ul style="list-style-type: none"> • DRG expert book 	Month 3
	<ul style="list-style-type: none"> • Pocket reference training materials 	Month 3
	<ul style="list-style-type: none"> • CDI Database, including dashboard and performance monitoring reporting 	Month 3
Labor Expense Program		
	<ul style="list-style-type: none"> • Summary of observations, analysis and baseline metrics from which to measure improvement 	Month 9
	<ul style="list-style-type: none"> • Performance improvement plans and/or initiative recommendations 	Month 9
	<ul style="list-style-type: none"> • Position review process/model 	Month 3
	<ul style="list-style-type: none"> • Daily staffing management tools 	Month 9
	<ul style="list-style-type: none"> • Dashboard and productivity monitoring and key performance indicator reporting 	Month 2
	<ul style="list-style-type: none"> • Transition, training, and final recommendation documentation 	Month 12
Human Resources Expense Program		
	<ul style="list-style-type: none"> • Benefit plan design, cost sharing and health management improvement initiative recommendations 	Month 7
	<ul style="list-style-type: none"> • Integrated absence (leave, PTO, sick, workers compensation, disability) improvement initiative recommendations 	Month 8
	<ul style="list-style-type: none"> • Compensation strategy and premium pay improvement initiative recommendations 	Month 7
	<ul style="list-style-type: none"> • HR purchased services and process improvement initiative recommendations 	Month 4
Non-Labor Expense Program		
	<ul style="list-style-type: none"> • Summary of observations, analyses and baseline metrics from which to measure improvement 	Month 2

	<ul style="list-style-type: none">• Improvement initiative recommendations	Month 2
	<ul style="list-style-type: none">• Benefit tracking tool	Month 1
	<ul style="list-style-type: none">• Monitoring plan documentation	Month 1

ATTACHMENT 2 TO EXHIBIT A
SAMPLE DELIVERABLES SIGN-OFF FORM

SAMPLE

PROJECT DELIVERABLES SIGN-OFF FORM

The signatures below indicate that the County of Riverside (the "County") and Huron Consulting Services LLC d/b/a Huron Healthcare (the "Contractor") agree that the Contractor has successfully completed the following Deliverables(s), as each Deliverable is defined in the Exhibit A of the Professional Service Agreement between the County and the Contractor, dated November 1, 2013.

Deliverable	Date Completed
<insert deliverable name and description here, as shown in contract>	<insert date here>

COUNTY OF RIVERSIDE

HURON CONSULTING SERVICES LLC

 Signature of Authorized Representative
*(as designated in writing by Debra
 Cournoyer, Deputy County Executive
 Officer, Riverside County Executive
 Office)*

 Signature of Authorized Representative

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

EXHIBIT B

PAYMENT PROVISIONS

This Exhibit B outlines the fees and expenses for the Project, as outlined in the foregoing Exhibit A of the Professional Service Agreement. Any capitalized terms not expressly defined herein shall have the same meaning assigned to them in the Exhibit A.

Contractor's fees for the Project consist of Fixed Fees, subject to a credit and a retention amount.

Fixed Fees

Based on the scope, approach, deliverables, schedule, and staffing assumptions discussed in the Exhibit A, the Fixed Fees for the Project are (1) \$1,457,600 for the Strategic Planning Program and (2) \$20,832,400 for the "Performance Improvement Services," consisting of the Clinical Operations Program, Physician Services Program, Revenue Cycle Program, Clinical Documentation Improvement Program, Labor Expense Program, Human Resources Expense Program, Non-Labor Expense Program, for a total Fixed Fee of \$22,290,000 (collectively, the "Fixed Fees").

The Fixed Fees are subject to a credit of \$951,500 to the County for fees paid for the Bridge Period of the Project ("Bridge Credit"), pursuant to Amendment No.1 to the Professional Service Agreement dated September 27, 2013 and its exhibits. The Bridge Credit will be applied to the first month's Fixed Fee payment, as detailed in the attached Schedule 1: Fixed Fees Payment Schedule.

Retention

A retention amount of twelve percent (12%) of the total Fixed Fees in the amount of \$2,674,800 (the "Retention") is payable at the end of month sixteen (16) of the Project subject to its release from the Retention upon Contractor achieving and the parties signing-off on various Milestones, as detailed below.

The Fixed Fee Retention release amounts for each Program listed below are equal, in aggregate, to the total Retention amount (\$2,674,800). These release amounts are for the purpose of determining the amount of the Retention that will be paid to Huron at the end of month sixteen (16) of the Project, as described above. Additionally, they would be used as described herein in the event of early termination of the Project or early departure of the interim Chief Executive Officer for the Riverside County Regional Medical Center.

Strategic Planning Program

Fixed Fees of \$172,862 will be released from Retention, to be paid as provided herein, upon achievement of the following Strategic Planning Program Milestones:

- Establishment of an Executive Steering Committee, the Initiative Work Groups' membership, and their respective charters (achievement anticipated in month 2 of the Project)
- Delivery of a detailed implementation work-plan of the Steering Committee's strategic initiatives priorities (achievement anticipated in month 3 of the Project)
- Completion of the environmental and competitive market assessment (achievement anticipated in month 6 of the Project)
- Delivery of the affiliation/partnership evaluation criteria and assessment approach (achievement anticipated in month 7 of the Project)
- Establishment of the new organizational and governance structure (achievement anticipated in month 8 of the Project)

Clinical Operations Program

Fixed Fees of \$368,657 will be released from Retention, to be paid as provided herein, upon achievement of the following Clinical Operations Program Milestones:

- Finalization of the role of case managers in the new Case Management model (achievement anticipated in month 14 of the Project)
- Implementation of the process to refine Clinical [REDACTED] (achievement anticipated in month 12 of the Project)
- Going-live with [REDACTED] meetings including participants, discussion content and meeting logistics (achievement anticipated in month 14 of the Project)
- Completion of PatientONTRAC system configuration and implementation of the first report (achievement anticipated in month 14 of the Project)

Physician Services Program

Fixed Fees of \$243,744 will be released from Retention, to be paid as provided herein, upon achievement of the following Physician Services Program Milestones:

- Implementation of a provider productivity monitoring and management model which includes working with the County personnel to develop appropriate data sources, tools and related comparative metrics and staff training as required to establish an annual productivity plan for providers (achievement anticipated in month 6 of the Project)
- Implementation of an ambulatory practice demand management model which includes developing appropriate work standards, non-clinical staffing model, non-physician staffing model and related management tools and relevant metrics that are consistent with

the County and California regulatory and statutory requirements applicable to the ambulatory facilities (achievement anticipated in month 6 of the Project)

- Implementation of a standard physician management contract and related staffing model that is consistent with the County needs and requirements including any regulatory or statutory issues for these contracts (achievement anticipated in month 7 of the Project)

Revenue Cycle Program

Fixed Fees of \$560,708 will be released from Retention, to be paid as provided herein, upon achievement of the following Revenue Cycle Program Milestones:

- Activation of the TRAC software. Activation is considered complete when TRAC has been implemented and applicable workdrivers, productivity and [REDACTED] reporting, [REDACTED] measurement and/or management reporting are live and in use in a production environment (achievement anticipated in month 7 of the Project)
- Activation of the ONTRAC software. Activation is considered complete when ONTRAC has been implemented and applicable workdriver, [REDACTED] measurement and/or management reporting are live and in use in a production environment (achievement anticipated in month 7 of the Project)
- Development of Situation and Response Guidelines, staff-level productivity and quality measures across core revenue cycle departments (achievement anticipated in month 6 of the Project)
- Development of training materials and completion of appropriate one-on-one and group training for front-line staff, supervisors, and managers in new revenue cycle processing methods, including use of the TRAC or ONTRAC software (achievement anticipated in month 9 of the Project)

Clinical Documentation Improvement Program

Fixed Fees of \$47,948 will be released from Retention, to be paid as provided herein, upon achievement of the following Clinical Documentation Improvement Program Milestones:

- Completion of pre-planning activities, including the following:
 - Development of a work plans and process map (achievement anticipated in month 1 of the Project)
 - Administration of [REDACTED] to validate clinical knowledge of the current Riverside County Regional Medical Center CDI staff (achievement anticipated in month 1 of the Project)
 - Finalization of an implementation calendar (achievement anticipated in month 2 of the Project)
- Completion of the installation of and education regarding the CDI Tool for the CDI Team (achievement anticipated in month 2 of the Project)

- Completion of didactic education on 26 Major Diagnostic Categories (achievement anticipated in month 3 of the Project)
- Completion of five weeks of concurrent clinical mentoring to the Clinical Documentation Specialists (achievement anticipated in month 4 of the Project)

Labor Expense Program

Fixed Fees of \$416,546 will be released from Retention, to be paid as provided herein, upon achievement of the following Labor Expense Program Milestones:

- Completing a data refresh, if required, and facilitating productivity training (achievement anticipated in month 2 of Project)
- Development of the initial productivity goals for in scope areas, and implementation of Contractor's Excel-based Productivity Tracker (achievement anticipated in month 3 of Project)
- Implementation of a position review process (achievement anticipated in month 3 of Project)
- Development of performance improvement plans for areas with opportunity (achievement anticipated in month 9 of Project)
- Implementation of a productivity variance reporting process and strategy (achievement anticipated in month 2 of Project)
- Delivery by Contractor of the transition, training, and final recommendations documentation, including final productivity goals and the Productivity Tracker (achievement anticipated in month 12 of Project)

Human Resources Expense Program

Fixed Fees of \$143,139 will be released from Retention, to be paid as provided herein, upon achievement of the following Human Resources Expense Program Milestones:

- Consolidation of existing contingent labor vendors (achievement anticipated in month 4 of Project)
- Completion of mapping of return to work processes and procedures, and determination of efficiency opportunities (achievement anticipated in month 6 of Project)

Non-Labor Expense Program

Fixed Fees of \$721,196 will be released from Retention, to be paid as provided herein, upon achievement of the following Non-Labor Expense Program Milestones:

- Completion of the 340B registration for federally qualified health clinic(s) (achievement anticipated in month 1 of the Project)
- Establishment of the Value Analysis Team charter (achievement anticipated in month 3 of the Project)

Milestone Sign-Off

Within the first sixty (60) days of the Project, Debra Cournoyer, Deputy County Executive Officer, will designate an appropriate authorized individual to be responsible for signing-off for the Milestones for the Project on behalf of the County. Contractor highly recommends that this individual be the interim Chief Executive Officer. Upon Contractor's achievement of each Milestone for the Project, the parties will document their agreement on the achievement using the Milestone Sign-Off Form attached to this Exhibit B, as Attachment 1.

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 in accordance with Schedule 1, as attached. 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 Professional Service 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 Professional Service 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); (b) its released Retention Fees through the Termination Date (for clarification, released Retention Fees are Retention Fees associated with Milestones that have been achieved and signed off by the parties); and (c) reimbursement of all Expenses it incurred through the Termination Date, including non-refundable payments and deposits.

In the event Contractor terminates for cause or due to Change of Status, or the County terminates without cause, the County shall also pay Contractor its Fixed Fees for one month after the Termination Date.

With the exception of the payment amounts outlined above, in the event of termination all other conditions outlined in the Professional Service 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 parties acknowledge that an early departure of the interim Chief Executive Officer for the Riverside County Regional Medical Center will cause additional costs to Contractor. As such, and notwithstanding the foregoing, due to the current financial status of the Riverside County Regional Medical Center and potential uncertainties related to executive turnover, in the event the employment of the interim Chief Executive Officer of Riverside County Regional Medical Center is terminated prior to month sixteen (16) of the Project, the parties will mutually agree on an immediate pro-rata payment of the Retention amounts that have been released for each Program (a Program must have achieved all of its Milestones and the parties must have signed-off on such Program Milestones for the Retention amount for such Program to be payable under this special cause for an early Retention payment) at the time of the interim Chief Executive Officer's departure.

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 Professional Service 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.

Optional Support Services

Upon conclusion of the Project, the County may elect to purchase optional support services from Contractor for Contractor's software and methodology. Estimated support costs for the Project solutions that incorporate Contractor's software/tools are:

- 1) Annual basic technical support fees for software are estimated to be [REDACTED]
[REDACTED] This support would include remote configuration and software maintenance services for the Contractor software products.
- 2) Other optional post-Project costs could include ongoing Sustained Performance Services ("SPS"), a comprehensive solution support offering accomplished through offsite data request, metric monitoring, and onsite observation, interviews and in-depth data analysis to help to drive solution sustainability. Fees for these services are dependent on the scope and types of services contracted for post-Project.

Escrow Option

At the County's request and expense, the County and Contractor shall enter into an escrow service agreement with a mutually agreeable third party, whereby Contractor will deposit its software code as licensed to the County into a software escrow account with the third party.

SCHEDULE 1 TO EXHIBIT B

FIXED FEES PAYMENT SCHEDULE
(Inclusive of Retention)

Fixed Fees for Strategic Planning Program:

Invoice Date	Amount
October 31, 2013	\$68,207
November 30, 2013	\$143,421
December 31, 2013	\$136,908
January 31, 2014	\$118,691
February 28, 2014	\$112,861
March 31, 2014	\$106,980
April 30, 2014	\$125,735
May 31, 2014	\$106,699
June 30, 2014	\$99,863
July 31, 2014	\$94,542
August 31, 2014	\$52,219
September 30, 2014	\$45,378
October 31, 2014	\$32,683
November 30, 2014	\$24,167
December 31, 2014	\$14,334
January 31, 2015 (Retention)	\$174,912
TOTAL	\$1,457,600

Fixed Fees for Performance Improvement Services:

Invoice Date	Fixed Fees	Bridge Credit	Net Amount
October 31, 2013	\$974,834	(\$951,500)	\$23,334
November 30, 2013	\$2,049,818		\$2,049,818
December 31, 2013	\$1,956,716		\$1,956,716
January 31, 2014	\$1,696,366		\$1,696,366
February 28, 2014	\$1,613,041		\$1,613,041
March 31, 2014	\$1,528,984		\$1,528,984

April 30, 2014	\$1,797,033		\$1,797,033
May 31, 2014	\$1,524,962		\$1,524,962
June 30, 2014	\$1,427,267		\$1,427,267
July 31, 2014	\$1,351,223		\$1,351,223
August 31, 2014	\$746,325		\$746,325
September 30, 2014	\$648,556		\$648,556
October 31, 2014	\$467,117		\$467,117
November 30, 2014	\$345,404		\$345,404
December 31, 2014	\$204,866		\$204,866
January 31, 2015 (Retention)	\$2,499,888		\$2,499,888
TOTAL	\$20,832,400	(\$951,500)	\$19,880,900

ATTACHMENT 1 TO EXHIBIT B
SAMPLES MILESTONE SIGN-OFF FORM

SAMPLE

PROJECT MILESTONE SIGN-OFF FORM

The signatures below indicate that the County of Riverside (the "County") and Huron Consulting Services LLC d/b/a Huron Healthcare (the "Contractor") agree that the Contractor has successfully completed the following Milestone(s), as each Milestone is defined in the Exhibit B of the Professional Service Agreement between the County and the Contractor, dated November 1, 2013.

Milestone	Date Completed
<insert milestone name and description here, as shown in contract>	<insert date here>

COUNTY OF RIVERSIDE

HURON CONSULTING SERVICES LLC

 Signature of Authorized Representative
(as designated in writing by Debra Courmoyer, Deputy County Executive Officer, Riverside County Executive Office)

 Signature of Authorized Representative

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

EXHIBIT C

METHODOLOGY/SOFTWARE LICENSE AGREEMENT
for
Revenue Cycle Solution
(Revenue Cycle Methodology, TRAC® and ONTRAC® Software)

DATED: November 1, 2013

BETWEEN:

HURON CONSULTING SERVICES LLC D/B/A
HURON HEALTHCARE
6000 SW Meadows Road, Suite 300
Lake Oswego, OR 97035

“Huron”

AND

COUNTY OF RIVERSIDE
4080 Lemon Street, 4th Floor
Riverside, CA 92501

“Licensee”

Recitals

- A. Pursuant to a Professional Service Agreement dated November 1, 2013 (the “PSA”), its Exhibit A: Scope of Work and Exhibit B: Payment Provisions (collectively, the “Consulting Agreement”), Huron is performing certain consulting services (the “Services”) for Licensee involving the implementation of Huron’s revenue cycle solution at Licensee’s facility(ies) described in Section 1.1 below. Under the Consulting Agreement, Huron will (i) use and disclose certain confidential information developed by and belonging to Huron relating to the revenue cycle solution, provide training to Licensee’s personnel in aspects of Huron’s revenue cycle methodology, and deliver to Licensee for its use copies of written materials reflecting or incorporating that methodology; and (ii) use certain computer software developed by and belonging to

Huron (including Huron's TRAC® ("TRAC") and ONTRAC® ("ONTRAC") software), or licensed to Huron, and deliver to Licensee for its use, copies of such software.

- B. In the Consulting Agreement, Licensee agreed that it would not disclose, and that it would protect from unauthorized use or disclosure, information confidential or proprietary to Huron, and that its use of such information would be strictly limited. In the Consulting Agreement, Huron and Licensee agreed that the revenue cycle methodology and the software would be delivered to Licensee pursuant to Huron's Methodology/Software License Agreement.
- C. All tangible elements of the revenue cycle methodology that Huron has used or otherwise disclosed, or uses or otherwise discloses to Licensee during the provision of the Services, or in the provision of revenue cycle solution support services pursuant to any future support agreement, and all tangible materials delivered by Huron to Licensee in connection with the performance of the Services, including all training materials, manuals, instructions and forms, and specifically including the project documentation binders, and provided that such tangible elements or materials are marked as proprietary or confidential to Huron, shall hereinafter be collectively referred to as the "Revenue Cycle Methodology."
- D. All Huron software (including all versions of the TRAC and ONTRAC software provided to Licensee pursuant to this Methodology/Software License Agreement, or any supporting software, all updates, enhancements, and new releases ("Updates") provided to Licensee pursuant to the terms of any future support agreement or otherwise, and all related tangible instructions, manuals, materials, forms, and other documentation, provided that such tangible instructions, manuals, materials, forms, and other documentation are marked as proprietary or confidential to Huron) that Huron has used or supplied, or uses or supplies, in connection with the Services shall hereinafter be collectively described as the "Software." The Software can be used to generate lists, reports, and other documentation (collectively "Reports").
- E. Huron and Licensee intend that the rights of Licensee with respect to the Revenue Cycle Methodology, the Software and the Reports shall be limited to the right to make use of them for certain purposes and subject to certain limitations as described in this Agreement, and that Huron's rights as sole owner of the Revenue Cycle Methodology and the Software be protected.

NOW, THEREFORE, in consideration of the delivery by Huron to Licensee of the Software and Revenue Cycle Methodology subject to this Methodology/Software License Agreement ("Agreement"), and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Agreement

1. Grant of License. Huron grants Licensee a nonexclusive, nontransferable, perpetual license to use the Revenue Cycle Methodology and the Software, subject to the terms and conditions of this Agreement. Except as explicitly granted in this Agreement, Licensee shall have no rights with respect to the Revenue Cycle Methodology and the Software.

1.1 Licensee shall have the right to use the Revenue Cycle Methodology and the Software on its own premises only to assist in the management or operation of Riverside County Regional Medical Center, Moreno campus ("RCRMC") in its present form (individually, a "Facility" and collectively, the "Facilities"). The reference to a Facility "in its present form" shall include that Facility as it is expanded or moved in the normal course of business, but shall not include expansion due to material mergers or acquisitions. Licensee shall have no right to use the Revenue Cycle Methodology and the Software to manage or operate, or assist in the management or operation of, any other entity or facility, whether or not affiliated with Licensee, or at any other location now or in the future operated by Licensee.

1.1.1 Notwithstanding Section 1.1, in the event that Licensee adds or acquires an additional facility(ies) for which the Revenue Cycle Methodology and the Software would reasonably be considered to be appropriate for use, and provided that the addition or acquisition is not a Change of Status under Section 4.2.3 below, then the parties shall negotiate in good faith to provide the facility(ies) with the right to use the Revenue Cycle Methodology and the Software and to provide for such Huron implementation services as may reasonably be required, with terms and fees reasonably acceptable to Huron and Licensee. Pricing for Huron implementation services and licensing fees shall be commensurate with Huron's then current typical pricing for such licensing fees and implementation services.

1.2 Licensee shall have no right to allow any other party to use the Revenue Cycle Methodology or the Software, including on behalf of Licensee, except that Licensee may allow employees of third party physician organizations to log in to use worklists on the Software with the specific approval of Licensee and to assist in the management or operation of the Facility(ies), if such third party physician organizations agree to abide by the terms of this Agreement.

1.3 Licensee acknowledges that (a) Huron owns all rights, title and interest in and to the Revenue Cycle Methodology, (b) Huron owns all rights, title and interest in and to the Software except for certain components of the Software that are owned by third parties and licensed to Huron, and (c) Licensee shall not have any rights to sublicense, assign or transfer the Revenue Cycle Methodology, the Software, or any of Licensee's rights under this Agreement.

1.4 The parties anticipate that, from time to time at the request of Licensee, Huron may incorporate into the Revenue Cycle Methodology or the Software certain modifications, further developments, techniques, methods, tools, know-how, materials, documents, or other elements created or owned by Licensee ("Licensee's Contributions"). Licensee warrants that it owns all such Licensee's Contributions and has the authority to license them to Huron. Licensee agrees to grant a non-exclusive, perpetual, irrevocable, transferable, sublicensable, world-wide license in Licensee's Contributions, including all copyright, trademark, patent, trade secret or other intellectual property rights, to Huron, and Huron agrees that the license of the Revenue Cycle Methodology and the Software to Licensee pursuant to this Agreement includes Licensee's Contributions.

1.5 [REDACTED] Licensee acknowledges and agrees that the Software is not intended nor designed to be utilized to [REDACTED]. If Licensee uses the Software to [REDACTED], Licensee shall indemnify and hold Huron harmless from and against any claims, damages or expenses arising from Licensee's use of the Software to [REDACTED]. Licensee agrees that under no circumstances shall Licensee use the Software to produce [REDACTED] reports. Licensee acknowledges and agrees that Huron takes no responsibility for determining how Licensee makes decisions to [REDACTED].

1.6 Import of Data from Software. Licensee acknowledges and agrees that the Software is designed to be the recipient of a one-way data interface and is not designed to provide data for import to other information systems. While Huron will not directly assist Licensee to import data from the Software into Licensee information systems (due to Huron's lack of familiarity with Licensee systems), the Software is able to provide a file of data that may be useful for importation by Licensee into Licensee's information systems. If Licensee imports data from the Software into another Licensee information system, Licensee shall indemnify and hold Huron harmless from and against any claims, damages or expenses arising from Licensee's import of data from the Software or use of data from the Software in Licensee's information systems.

2. Limited Warranties/Liability.

2.1 Huron represents and warrants that it owns the Revenue Cycle Methodology and the Software, except for certain components of the Software that are owned by third parties and licensed to Huron, that the Revenue Cycle Methodology and the Software do not infringe third party copyright, trademark, patent or other third party intellectual property rights, and that Huron has the authority to license the Revenue Cycle Methodology and the Software to Licensee. Huron will defend, indemnify, and hold Licensee, its directors, officers, employees and agents harmless against any claims arising from a claim that the Revenue Cycle Methodology or the Software violates another party's copyright, trademark, patent or other third party intellectual property rights, so long as Licensee gives Huron prompt written notice of such a claim. In addition, if due

to an infringement claim Licensee is prevented from using the Software, Revenue Cycle Methodology, or related documentation (each, an "Infringing Item"), Huron will at its expense, and at its option: (a) procure for Licensee the right to continue using the Infringing Item; or (b) replace and modify the Infringing Item so that it becomes non-infringing and it has at least equal functions and levels of performance.

2.2 Huron represents and warrants that it will not knowingly and intentionally use any software routine or any device, including, but not limited to any "time bomb," "key lock," "lockup," "worm," or "virus" device or program, or disabling code, to interfere or attempt to interfere with the proper working of the Software. If Licensee identifies what it believes to be a breach of this warranty, it shall notify Huron, and Huron shall use commercially reasonable efforts to provide an update to correct such breach of warranty.

2.3 Huron warrants that upon implementation and during the Project, the TRAC and ONTRAC software shall comply in all material respects with its documentation for the implemented functionality. In the event of a breach of this warranty, Huron shall use commercially reasonable efforts to provide an update to correct such breach of warranty.

2.4 In the event that Huron is unable to remedy a breach of the warranty provided in Sections 2.1, 2.2, or 2.3, and the lack of remedy renders some or all of the Revenue Cycle Methodology or Software unusable by Licensee, Huron shall pay a refund to Licensee ("Refund"). The Refund shall be calculated as follows: (i) if the lack of remedy renders the entire Revenue Cycle Methodology and Software unusable by Licensee, the Refund shall be \$250,000 (the "Refund Base"), less accumulated amortization at a five-year, straight line rate; (ii) if the lack of remedy causes less than 100% of the Revenue Cycle Methodology and Software to be unusable by Licensee, the parties shall negotiate in good faith to determine the percentage of the Refund Base that reasonably and proportionately applies to the unusable portion, and the Refund shall be that portion of the Refund Base, less accumulated amortization at a five-year, straight line rate.

2.5 The remedies described in Sections 2.1 through 2.4 shall constitute Licensee's exclusive remedy for any breach of those warranties. Except as expressly provided in Sections 2.1 through 2.4 above, Huron supplies the Revenue Cycle Methodology and the Software "AS IS." HURON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE REVENUE CYCLE METHODOLOGY AND THE SOFTWARE OR ANY UPDATES ARE ERROR-FREE.

2.6 Huron's liability to Licensee shall, in all events, be limited by the provisions of Section 5 below. Licensee acknowledges that it assumes sole responsibility for any consequences of using the Revenue Cycle Methodology or the Software improperly, or using the Revenue Cycle Methodology or the Software for improper purposes, or purposes for which the Software was not designed to be used, including those set forth in Sections 1.5 and 1.6.

3. Protection of Huron's Proprietary Rights.

3.1 The Software and Revenue Cycle Methodology constitute "Huron Confidential Information." All Huron Confidential Information shall remain the property of Huron, although the data contained in the Reports shall belong to Licensee.

3.2 Licensee agrees to protect Huron Confidential Information in a reasonable and appropriate manner. Licensee shall not use Confidential Information, except as is necessary to accomplish the objectives of the Services and for ongoing Licensee internal monitoring and reporting purposes only for the specific physical Facility covered by the scope of the Services. Licensee shall not disclose, transfer, publish, or display Huron Confidential Information to any third parties, unless expressly permitted herein. Licensee shall restrict access to Huron's Confidential Information to its own personnel with a need to know. Licensee shall prevent the unauthorized disclosure of Huron's Confidential Information to other consultants, accounting firms (including Licensee's auditors), software vendors, or Huron's competitors or potential competitors. Huron Confidential Information may be disclosed to Licensee's or Huron's legal counsel. Huron Confidential Information may be disclosed to Licensee's or Huron's external financial statement auditors to the extent necessary for periodic financial statement auditing purposes only and on the condition that the disclosed Huron Confidential Information is to be used only for the purpose of complying with generally accepted auditing procedures necessary for the certification of periodic financial statements. The obligations of this Section 3.2 shall not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

3.3 Licensee shall promptly advise Huron in advance if it or any of its legal or business consultants is legally required, pursuant to a subpoena, court order or other legal process, to disclose any Huron Confidential Information to a third party. In addition, if Licensee is legally required to disclose any Huron Confidential Information, Licensee shall cooperate with Huron to obtain a protective order pertaining to such Huron Confidential Information.

3.4 A breach of any obligations in this Section 3 will cause irreparable harm to Huron and, therefore, in addition to any other remedy available in law, Huron shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent any further unauthorized disclosure or unpermitted use of Huron Confidential Information.

3.5 Except as provided below, Licensee may disclose Reports only to third-party payers, or organizations, directly involved in the claims-payment process as is necessary to assist in the management of the accounts receivable of the Facility(ies). If Licensee discloses Reports pursuant to the foregoing sentence, it shall take reasonable precautions

to protect Huron's rights, including notifying such third parties of Huron's proprietary rights therein and obtaining their agreement to protect these rights. Notwithstanding the above, Licensee, shall not disclose the Software, the Revenue Cycle Methodology, or the Reports to other consultants, system vendors, outsourcers, or to any party that it should reasonably be aware may compete with Huron, except as expressly permitted by this License Agreement.

3.6 In the event that Licensee determines it is necessary in the course of its business to disclose the Software, the Revenue Cycle Methodology, or the Reports to a third party, such disclosure shall be permitted only if the third party shall enter into a confidentiality and non-use agreement with Huron that is acceptable to Huron, which agreement may include a requirement for employees of the third party to be individually bound with Huron to confidentiality and non-use obligations.

3.7 Licensee acknowledges that if it distributes Reports in electronic form, all of the limitations on their use, and all of Licensee's obligations to protect those Reports shall apply to the Reports in electronic form just as they would if the Reports were on paper. Licensee agrees that it is responsible for taking whatever precautions are necessary to observe all of those limitations and fulfill all of those obligations.

3.8 Except as expressly provided in Section 8 below, or as clearly permitted by Huron in writing under a separate agreement, Licensee shall not undertake any effort to, and shall not assist anyone else to: (1) copy the Software except as reasonably required for the purposes of testing, backup, or disaster recovery, or copy any aspect of the functionality of the Software or the Revenue Cycle Methodology to another computer system; (2) create derivatives of, decompile, reverse engineer or recreate the Software, or create new software embodying or replicating any aspect of the functionality of the Software or the Revenue Cycle Methodology; or (3) otherwise use the Revenue Cycle Methodology, the Software, or the Reports in a manner beyond what is expressly contemplated herein in regard to Licensee's management and operation of the Facility(ies), or so as to expand on the rights expressly granted in this Agreement. In the event that any effort that would otherwise be prohibited by the foregoing sentence is permitted by Huron in writing: (a) Huron may impose whatever conditions to its permission it deems necessary to protect its interests; and (b) unless the written permission from Huron expressly grants Licensee broader rights, the products (both tangible and intangible) of such an effort may only be used by Licensee in connection with the management of the accounts receivable of the Facility(ies) in their present form, and Licensee shall have no rights to use those products in connection with any of Licensee's other facilities.

3.9 Licensee shall not remove any notices or legends that appear in the Software, on Reports, or on the Revenue Cycle Methodology, that either serve to identify Huron as the owner, or that provide notice of the confidential and/or proprietary nature of such materials, and/or their contents, including without limitation copyright notices, trademark symbols and notices, and notices that such materials are "confidential" or "proprietary."

Licensee's obligation not to remove such notices shall apply in all circumstances, including without limitation when Licensee copies or distributes Reports or other materials as permitted by this Agreement.

3.10 Licensee shall prevent disclosure of the Revenue Cycle Methodology, the Software, and the Reports to third parties in the event that: (i) another organization, such as a potential Huron Licensee, requests a site visit to Licensee facilities to investigate Huron services, or requests extensive information regarding implementation services or results, except that if such site visit by another organization is requested by Huron, Licensee shall be permitted to disclose the Revenue Cycle Methodology, the Software, and the Reports as is necessary to demonstrate and describe the revenue cycle solution implemented at Licensee, and the results of the implementation; (ii) a software vendor or consultant reviews or otherwise is exposed to functional areas in which Huron's the Revenue Cycle Methodology, the Software, and the Reports have been implemented; (iii) Licensee contemplates a Change of Status as defined in Section 4.2.3 below, and allows another party to conduct due diligence; or (iv) Licensee brings third parties on-site to provide patient access management and/or accounts receivable securement, management or processing activities.

3.11 These obligations regarding the protection of Huron Confidential Information shall survive the termination of this Agreement and shall remain in effect perpetually.

4. Term and Termination.

4.1 This Agreement is effective during the performance of the Services so long as it is not terminated as provided in Section 4.2. Upon completion of the Services, this Agreement shall remain in effect only if the Licensee has paid to Huron all fees and expenses due to Huron under the Consulting Agreement, and at all times this Agreement shall terminate upon the occurrence of the events described in Section 4.2.

4.2 The license granted by this Agreement shall terminate upon the earlier of (a) the agreement of the parties, (b) termination of the Project under the Consulting Agreement for which the Revenue Cycle Methodology and the Software is licensed hereunder, prior to completion of the Project and payment of all fees due to Huron pursuant to the Consulting Agreement, or (c) termination pursuant to Sections 4.2.1 through 4.2.3 below.

4.2.1 Licensee may terminate this license at any time by destroying all materials relating to the Revenue Cycle Methodology and all copies of the Software, including all backup copies and related materials and documents, and providing written notice to Huron of the termination of this license and certification to Huron of the destruction of the materials and Software described in this sentence.

4.2.2 This license shall terminate automatically if Licensee does not remedy a failure to comply with a material term or condition of this Agreement, or Section 16 of the PSA with respect to the Software or Revenue Cycle Methodology,

within fifteen (15) days of receiving written notification by registered mail to the Licensee's Chief Executive Officer with regard to being out of compliance with such a term or condition, and shall terminate immediately upon written notice to Licensee's Chief Executive Officer with regard to a breach of Section 1, 1.1, 1.2, 1.3, 3, 3.1, 3.2, 3.3, 3.4 or 3.5.

4.2.3 Termination for Change of Status at Licensee.

4.2.3.1 Huron shall have the right to immediately terminate this Agreement by delivering written notice upon a Change of Status at Licensee with respect to the affected facility(ies) if one of the following occurs: (a) all or a substantial portion of the assets of the facility(ies) at which Huron is performing the Project is sold or otherwise transferred or assigned; or (b) the facility(ies) at which Huron is performing the Project is merged or consolidated with another entity; or (c) a controlling ownership in the facility(ies) at which Huron is performing the Project is sold, transferred or assigned to another party, whether in a single transaction or cumulatively; or (d) the facility(ies) at which Huron is performing the Project is leased to another entity or another entity is brought in to manage the facility for Licensee; or (e) Licensee or the facility at which Huron is performing the Project becomes insolvent, suspends business, assigns its assets for the benefit of its creditors, voluntarily dissolves, if a trustee for all or a substantial portion of its assets is appointed, or if it files or becomes subject to a petition in bankruptcy or a receivership. An internal reorganization of Licensee or the facility(ies) at which Huron is performing the Project which does not involve one of the situations discussed in (a) through (e) above, will not constitute a Change in Status.

4.2.3.2 Notwithstanding Section 4.2.3.1 above, in the event of (i) a Change of Status involving the merger or consolidation of the facility(ies) at which Huron is performing the Project into another entity, or (ii) the sale or assignment to another entity of all or a substantial portion the facility(ies) at which Huron is performing the Project, or (iii) the sale, transfer, or assignment of a controlling ownership in the facility(ies) at which Huron is performing the Project, or (iv) the lease to another entity of the facility(ies) at which Huron is performing the Project, or (v) another entity is brought in to manage the facility(ies) for Licensee; and if the surviving entity in a merger or consolidation, the acquiring entity after an acquisition of facilities, the entity acquiring controlling ownership after a change of control, or the entity to which a facility is leased or which is brought in to manage a facility affirms in writing to Huron all of Licensee's obligations under this Agreement and all other agreements between Licensee and Huron and agrees to restrict both the disclosure and the use of all Huron's Confidential Information to those Facilities for

which the Confidential Information is licensed, then Huron will not have any right to terminate the Project or this Agreement due to Change of Status. In the event that Huron learns that a Change of Status has occurred, and Huron has not received a written affirmation from the surviving entity, acquiring entity, lessee or managing party as described above, then Huron shall have a right to terminate the Project and this Agreement. The foregoing will also apply in connection with a Change of Status after the completion of a Project.

4.2.3.3 The right to terminate this license shall exist both for a Change of Status at Licensee during the Project and a Change of Status at Licensee after the Project completion, for so long as the license remains in effect.

4.3 Licensee agrees that, upon the termination of the license for any reason: (i) it will immediately cease all use of the Revenue Cycle Methodology and the Software; (ii) it will return or destroy all copies of all materials relating to the Revenue Cycle Methodology and all copies of the Software and all related materials and documents, including all Reports except those that must be retained to support external audit, and will certify to Huron in writing compliance with (i) and (ii); and (iii) Licensee shall continue to be bound by the remaining terms of this Agreement.

5. Hold Harmless/Indemnification/Limitation of Liability.

5.1 Each party shall indemnify and hold harmless the other party, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, owners, employees, agents, contractors and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability related to or arising from the willful misconduct or negligent acts or omissions of the party's employees, contractors or agents in connection to the products and services under the this Methodology/Software License Agreement.

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

5.3 Notwithstanding any other provision of this Agreement, the Huron's liability to the Licensee under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, of total fees paid for the Project that results in the claim (unless

otherwise provided in this Agreement or its exhibits). The limits on Contractor's liability in this Section 5.3 shall be read together with the limits on Huron's liability pursuant to the PSA, so that Huron's combined liability for claims related to the services pursuant to the PSA and for claims related to Huron's obligations under this Methodology/Software License Agreement shall not exceed the greater of the limits prescribed in the PSA or this Methodology/Software License Agreement. The foregoing limitation shall not apply to claims caused by the Huron's breach of confidentiality of Licensee's protected health information. The Huron shall not be liable to the Licensee for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall the Huron be liable to the Licensee for special, consequential, incidental, or indirect damages except in the case of claims caused by the Huron's breach of confidentiality of Licensee's protected health information.

5.4 Notwithstanding any other provision of this Agreement, Licensee's liability to Huron under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, of total fees paid for the Project that results in the claim (unless otherwise provided in this Agreement or its exhibits). The limits on Contractor's liability in this Section 5.4 shall be read together with the limits on Licensee's liability pursuant to the PSA, so that Licensee's combined liability for claims related to the services pursuant to the PSA and for claims related to Licensee's obligations under this Methodology/Software License Agreement shall not exceed the greater of the limits prescribed in the PSA or this Methodology/Software License Agreement. The foregoing limitation shall not apply to claims caused by Licensee's breach of confidentiality of Huron's Confidential Information. Licensee shall not be liable to Huron for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall Licensee be liable to Huron for special, consequential, incidental, or indirect damages except in the case of claims caused by Licensee's breach of confidentiality of Huron's Confidential Information.

6. Entire Agreement/Waiver. This Agreement, the relevant Business Associate Agreement, and the relevant portions of the Consulting Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes conflicting portions of the Consulting Agreement and any other prior agreements, except for relevant Business Associate Agreements. The failure of either party to exercise any right, remedy or power given to it in this Agreement, or to insist upon strict compliance with the terms hereof shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. No modification, waiver, or amendment to this Agreement shall be binding unless executed in writing by both parties. No waiver shall be deemed a waiver of any other provision or a continuing waiver.

7. Injunctive Relief. Licensee acknowledges that any unauthorized use or disclosure of the Revenue Cycle Methodology or the Software would cause Huron irreparable harm, and therefore, in addition to any other remedy available in law, Huron would be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent such

disclosure or unauthorized use. Huron shall have no obligation to post a bond or other security in connection with obtaining an injunction, specific performance or other relief.

8. Binding Agreement. Except as may be expressly permitted in writing by Huron in the event of a Change of Status of Licensee, as defined in the in Section 4.2.3 above, 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.

9. Right to Maintain Software. If Huron ceases to do business, and does not transfer its rights, privileges, obligations, and duties to an entity that continues the business of Huron, Licensee will have the right to maintain and upgrade the Software at its own discretion and expense.

10. Support Services. Support obligations may be provided under a separate agreement between the parties. Huron has no support obligations pursuant to this Agreement.

(Signature Page Follows.)

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

LICENSEE (COUNTY):

HURON:

Signature: _____

Signature: Rich Namerow

Print Name: John J. Benoit

Print Name: Rich Namerow

Title: Chairman of the Board of Supervisors

Title: Managing Director

Dated: _____

Dated: 10/29/13

FORM APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis

NEAL R. KIPNIS

DATE

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

EXHIBIT D
SOFTWARE LICENSE AGREEMENT
for
Clinical Operations Solution
(PatientONTRAC® Software)

DATED: November 1, 2013

BETWEEN:

HURON CONSULTING SERVICES LLC D/B/A
HURON HEALTHCARE
6000 SW Meadows Road, Suite 300
Lake Oswego, OR 97035

"Huron"

AND

COUNTY OF RIVERSIDE
4080 Lemon Street, 4th Floor
Riverside, CA 92501

"Licensee"

Recitals

- A. Pursuant to a Professional Service Agreement dated November 1, 2013 (the "PSA"), its Exhibit A: Scope of Work and Exhibit B: Payment Provisions (collectively, the "Consulting Agreement"), Huron is performing certain consulting services (the "Services") for Licensee involving the implementation of Huron's clinical operations solution at Licensee's facility(ies) described in Section 1.1 below. Under the Consulting Agreement, Huron will use and disclose certain confidential computer software developed by and belonging to Huron (including Huron's PatientONTRAC® ("PatientONTRAC") software), or licensed to Huron, and deliver to Licensee for its use, copies of such software.
- B. In the Consulting Agreement, Licensee agreed that it would not disclose, and that it would protect from unauthorized use or disclosure, information confidential or proprietary to Huron, and that its use of such information would be strictly limited. In the Consulting Agreement, Huron and Licensee agreed that the clinical operations software would be delivered to Licensee pursuant to Huron's Software License Agreement.

- C. All Huron software (including all versions of the PatientONTRAC software provided to Licensee pursuant to this Software License Agreement, or any supporting software, all updates, enhancements, and new releases (“Updates”) provided to Licensee pursuant to the terms of any future support agreement or otherwise, and all related tangible instructions, manuals, materials, forms, and other documentation, provided that such tangible instructions, manuals, materials, forms, and other documentation are marked as proprietary or confidential to Huron) that Huron has used or supplied, or uses or supplies, in connection with the Services shall hereinafter be collectively described as the “Software.” The Software can be used to generate lists, reports, and other documentation (collectively “Reports”).
- D. Huron and Licensee intend that the rights of Licensee with respect to the Software and the Reports shall be limited to the right to make use of them for certain purposes and subject to certain limitations as described in this Agreement, and that Huron’s rights as sole owner of the Software be protected.

NOW, THEREFORE, in consideration of the delivery by Huron to Licensee of the Software subject to this Software License Agreement (“Agreement”), and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Agreement

1. Grant of License. Huron grants Licensee a nonexclusive, nontransferable, perpetual license to use the Software, subject to the terms and conditions of this Agreement. Except as explicitly granted in this Agreement, Licensee shall have no rights with respect to the Software.

1.1 Licensee shall have the right to use the Software on its own premises only to assist in the management or operation of Riverside County Regional Medical Center, Moreno campus (“RCRMC”) in (individually, a “Facility” and collectively, the “Facilities”). The reference to a Facility “in its present form” shall include that Facility as it is expanded or moved in the normal course of business, but shall not include expansion due to material mergers or acquisitions. Licensee shall have no right to use the Software to manage or operate, or assist in the management or operation of, any other entity or facility, whether or not affiliated with Licensee, or at any other location now or in the future operated by Licensee.

1.1.1 Notwithstanding Section 1.1, in the event that Licensee adds or acquires an additional facility(ies) for which the Software would reasonably be considered to be appropriate for use, and provided that the addition or acquisition is not a Change of Status under Section 4.2.3 below, then the parties shall negotiate in good faith to provide the facility(ies) with the right to use the Software and to provide for such Huron implementation services as may reasonably be required, with terms and fees reasonably acceptable to Huron and Licensee. Pricing for Huron implementation services and licensing fees shall be commensurate with Huron’s then current typical pricing for such licensing fees and implementation services.

- 1.2 Licensee shall have no right to allow any other party to use the Software, including on behalf of Licensee.
- 1.3 Licensee acknowledges that (a) Huron owns all rights, title and interest in and to the Software except for certain components of the Software that are owned by third parties and licensed to Huron, and (b) Licensee shall not have any rights to sublicense, assign or transfer the Software, or any of Licensee's rights under this Agreement.
- 1.4 The parties anticipate that, from time to time at Licensee's request, Huron may incorporate into the Software certain modifications, further developments, techniques, methods, tools, know-how, materials, documents, or other elements created or owned by Licensee ("Licensee's Contributions"). Licensee warrants that it owns all such Licensee's Contributions and has the authority to license them to Huron. Licensee agrees to grant a non-exclusive, perpetual, irrevocable, transferable, sublicensable, world-wide license in Licensee's Contributions, including all copyright, trademark, patent, trade secret or other intellectual property rights, to Huron, and Huron agrees that the license of the Software to Licensee pursuant to this Agreement includes Licensee's Contributions.
- 1.5 Import of Data from Software. Licensee acknowledges and agrees that the Software is designed to be the recipient of a one-way data interface and is not designed to provide data for import to other information systems. While Huron will not directly assist Licensee to import data from the Software into Licensee information systems (due to Huron's lack of familiarity with Licensee systems), the Software is able to provide a file of data that may be useful for importation by Licensee into Licensee's information systems. If Licensee imports data from the Software into another Licensee information system, Licensee shall indemnify and hold Huron harmless from and against any claims, damages or expenses arising from Licensee's import of data from the Software or use of data from the Software in Licensee's information systems.

2. Limited Warranties/Liability.

- 2.1 Huron represents and warrants that it owns the Software, except for certain components of the Software that are owned by third parties and licensed to Huron, that the Software does not infringe third party copyright, trademark, patent or other third party intellectual property rights, and that Huron has the authority to license the Software to Licensee. Huron will defend, indemnify, and hold Licensee, its directors, officers, employees and agents harmless against any claims arising from a claim that the Software violates another party's copyright, trademark, patent or other third party intellectual property rights, so long as Licensee gives Huron prompt written notice of such a claim. In addition, if due to an infringement claim Licensee is prevented from using the Software or related documentation (each, an "Infringing Item"), Huron will at its expense, and at its option: (a) procure for Licensee the right to continue using the Infringing Item; or (b) replace and modify the Infringing Item so that it becomes non-infringing and it has at least equal functions and levels of performance.
- 2.2 Huron represents and warrants that it will not knowingly and intentionally use any software routine or any device, including, but not limited to any "time bomb," "key lock," "lockup," "worm," or "virus" device or program, or disabling code, to interfere

or attempt to interfere with the proper working of the Software. If Licensee identifies what it believes to be a breach of this warranty, it shall notify Huron, and Huron shall use commercially reasonable efforts to provide an update to correct such breach of warranty.

2.3 Huron warrants that upon implementation and during the Project, the PatientONTRAC software shall comply in all material respects with its documentation for the implemented functionality. In the event of a breach of this warranty, Huron shall use commercially reasonable efforts to provide an update to correct such breach of warranty.

2.4 In the event that Huron is unable to remedy a breach of the warranty provided in Sections 2.1, 2.2, or 2.3, and the lack of remedy renders some or all of the Software unusable by Licensee, Huron shall pay a refund to Licensee ("Refund"). The Refund shall be calculated as follows: (i) if the lack of remedy renders the entire Software unusable by Licensee, the Refund shall be \$400,000 (the "Refund Base"), less accumulated amortization at a five-year, straight line rate; (ii) if the lack of remedy causes less than 100% of the Software to be unusable by Licensee, the parties shall negotiate in good faith to determine the percentage of the Refund Base that reasonably and proportionately applies to the unusable portion, and the Refund shall be that portion of the Refund Base, less accumulated amortization at a five-year, straight line rate.

2.5 The remedies described in Sections 2.1 through 2.4 shall constitute Licensee's exclusive remedy for any breach of those warranties. Except as expressly provided in Sections 2.1 through 2.4 above, Huron supplies the Software "AS IS." HURON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE OR ANY UPDATES ARE ERROR-FREE.

2.6 Huron's liability to Licensee shall, in all events, be limited by the provisions of Section 5 below. Licensee acknowledges that it assumes sole responsibility for any consequences of using the Software improperly, or using the Software for improper purposes, or purposes for which the Software was not designed to be used, including those set forth in Section 1.5.

3. Protection of Huron's Proprietary Rights.

3.1 The Software constitutes "Huron Confidential Information." All Huron Confidential Information shall remain the property of Huron, although the data contained in the Reports shall belong to Licensee.

3.2 Licensee agrees to protect Huron Confidential Information in a reasonable and appropriate manner. Licensee shall not use Confidential Information, except as is necessary to accomplish the objectives of the Services and for ongoing Licensee internal monitoring and reporting purposes only for the specific physical Facility covered by the scope of the Services. Licensee shall not disclose, transfer, publish, or display Huron Confidential Information to any third parties, unless expressly permitted herein. Licensee

shall restrict access to Huron's Confidential Information to its own personnel with a need to know. Licensee shall prevent the unauthorized disclosure of Huron's Confidential Information to other consultants, accounting firms (including Licensee's auditors), software vendors, or Huron's competitors or potential competitors. Huron Confidential Information may be disclosed to Licensee's or Huron's legal counsel. Huron Confidential Information may be disclosed to Licensee's or Huron's external financial statement auditors to the extent necessary for periodic financial statement auditing purposes only and on the condition that the disclosed Huron Confidential Information is to be used only for the purpose of complying with generally accepted auditing procedures necessary for the certification of periodic financial statements. The obligations of this Section 3.2 shall not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

3.3 Licensee shall promptly advise Huron in advance if it or any of its legal or business consultants is legally required, pursuant to a subpoena, court order or other legal process, to disclose any Huron Confidential Information to a third party. In addition, if Licensee is legally required to disclose any Huron Confidential Information, Licensee shall cooperate with Huron to obtain a protective order pertaining to such Huron Confidential Information.

3.4 A breach of any obligations in this Section 3 will cause irreparable harm to Huron and, therefore, in addition to any other remedy available in law, Huron shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent any further unauthorized disclosure or unpermitted use of Huron Confidential Information.

3.5 Licensee, shall not disclose the Software or the Reports to other consultants, system vendors, outsourcers, or to any party that it should reasonably be aware may compete with Huron, except as expressly permitted by this License Agreement.

3.6 In the event that Licensee determines it is necessary in the course of its business to disclose the Software or the Reports to a third party, such disclosure shall be permitted only if the third party shall enter into a confidentiality and non-use agreement with Huron that is acceptable to Huron, which agreement may include a requirement for employees of the third party to be individually bound with Huron to confidentiality and non-use obligations.

3.7 Licensee acknowledges that if it distributes Reports in electronic form, all of the limitations on their use, and all of Licensee's obligations to protect those Reports shall apply to the Reports in electronic form just as they would if the Reports were on paper. Licensee agrees that it is responsible for taking whatever precautions are necessary to observe all of those limitations and fulfill all of those obligations.

3.8 Except as expressly provided in Section 8 below, or as clearly permitted by Huron in writing under a separate agreement, Licensee shall not undertake any effort to, and shall not assist anyone else to: (1) copy the Software except as reasonably required for the purposes of testing, backup, or disaster recovery, or copy any aspect of the functionality of

the Software to another computer system; (2) create derivatives of, decompile, reverse engineer or recreate the Software, or create new software embodying or replicating any aspect of the functionality of the Software; or (3) otherwise use the Software or the Reports in a manner beyond what is expressly contemplated herein in regard to Licensee's management and operation of the Facility(ies), or so as to expand on the rights expressly granted in this Agreement. In the event that any effort that would otherwise be prohibited by the foregoing sentence is permitted by Huron in writing: (a) Huron may impose whatever conditions to its permission it deems necessary to protect its interests; and (b) unless the written permission from Huron expressly grants Licensee broader rights, the products (both tangible and intangible) of such an effort may only be used by Licensee in connection with the management of the clinical operations of the Facility(ies) in their present form, and Licensee shall have no rights to use those products in connection with any of Licensee's other facilities.

3.9 Licensee shall not remove any notices or legends that appear in the Software or on Reports that either serve to identify Huron as the owner, or that provide notice of the confidential and/or proprietary nature of such materials, and/or their contents, including without limitation copyright notices, trademark symbols and notices, and notices that such materials are "confidential" or "proprietary." Licensee's obligation not to remove such notices shall apply in all circumstances, including without limitation when Licensee copies or distributes Reports or other materials as permitted by this Agreement.

3.10 Licensee shall prevent disclosure of the Software and the Reports to third parties in the event that: (i) another organization, such as a potential Huron Licensee, requests a site visit to Licensee facilities to investigate Huron services, or requests extensive information regarding implementation services or results, except that if such site visit by another organization is requested by Huron, Licensee shall be permitted to disclose the Software and the Reports as is necessary to demonstrate and describe the clinical operations solution implemented at Licensee, and the results of the implementation; (ii) a software vendor or consultant reviews or otherwise is exposed to functional areas in which Huron's Software and the Reports have been implemented; or (iii) Licensee contemplates a Change of Status as defined in Section 4.2.3 below, and allows another party to conduct due diligence.

3.11 These obligations regarding the protection of Huron Confidential Information shall survive the termination of this Agreement and shall remain in effect perpetually.

4. Term and Termination.

4.1 This Agreement is effective during the performance of the Services so long as it is not terminated as provided in Section 4.2. Upon completion of the Services, this Agreement shall remain in effect only if the Licensee has paid to Huron all fees and expenses due to Huron under the Consulting Agreement, and at all times this Agreement shall terminate upon the occurrence of the events described in Section 4.2.

4.2 The license granted by this Agreement shall terminate upon the earlier of (a) the agreement of the parties, (b) termination of the Project under the Consulting Agreement for which the Software is licensed hereunder, prior to completion of the Project and

payment of all fees due to Huron pursuant to the Consulting Agreement, or (c) termination pursuant to Sections 4.2.1 through 4.2.3 below.

- 4.2.1 Licensee may terminate this license at any time by destroying all copies of the Software, including all backup copies and related materials and documents, and providing written notice to Huron of the termination of this license and certification to Huron of the destruction of the Software described in this sentence.
- 4.2.2 This license shall terminate automatically if Licensee does not remedy a failure to comply with a material term or condition of this Agreement, or Section 16 of the PSA with respect to the Software, within fifteen (15) days of receiving written notification by registered mail to the Licensee's Chief Executive Officer with regard to being out of compliance with such a term or condition, and shall terminate immediately upon written notice to Licensee's Chief Executive Officer with regard to a breach of Section 1, 1.1, 1.2, 1.3, 3, 3.1, 3.2, 3.3, 3.4 or 3.5.
- 4.2.3 Termination by Huron for Change of Status at Licensee.

4.2.3.1 Huron shall have the right to immediately terminate this Agreement by delivering written notice upon a Change of Status at Licensee with respect to the affected facility(ies) if one of the following occurs: (a) all or a substantial portion of the assets of the facility(ies) at which Huron is performing the Project is sold or otherwise transferred or assigned; or (b) the facility(ies) at which Huron is performing the Project is merged or consolidated with another entity; or (c) a controlling ownership in the facility(ies) at which Huron is performing the Project is sold, transferred or assigned to another party, whether in a single transaction or cumulatively; or (d) the facility(ies) at which Huron is performing the Project is leased to another entity or another entity is brought in to manage the facility for Licensee; or (e) Licensee or the facility at which Huron is performing the Project becomes insolvent, suspends business, assigns its assets for the benefit of its creditors, voluntarily dissolves, if a trustee for all or a substantial portion of its assets is appointed, or if it files or becomes subject to a petition in bankruptcy or a receivership. An internal reorganization of Licensee or the facility(ies) at which Huron is performing the Project which does not involve one of the situations discussed in (a) through (e) above, will not constitute a Change in Status.

4.2.3.2 Notwithstanding Section 4.2.3.1 above, in the event of (i) a Change of Status involving the merger or consolidation of the facility(ies) at which Huron is performing the Project into another entity, or (ii) the sale or assignment to another entity of all or a substantial portion of the facility(ies) at which Huron is performing the Project, or (iii) the sale, transfer, or assignment of a controlling ownership in the facility(ies) at which Huron is performing the Project, or (iv) the lease to another entity of the facility(ies) at which Huron is performing the Project, or (v) another

entity is brought in to manage the facility(ies) for Licensee; and if the surviving entity in a merger or consolidation, the acquiring entity after an acquisition of facilities, the entity acquiring controlling ownership after a change of control, or the entity to which a facility is leased or which is brought in to manage a facility affirms in writing to Huron all of Licensee's obligations under this Agreement and all other agreements between Licensee and Huron and agrees to restrict both the disclosure and the use of all Huron's Confidential Information to those Facilities for which the Confidential Information is licensed, then Huron will not have any right to terminate the Project or this Agreement due to Change of Status. In the event that Huron learns that a Change of Status has occurred, and Huron has not received a written affirmation from the surviving entity, acquiring entity, lessee or managing party as described above, then Huron shall have a right to terminate the Project and this Agreement. The foregoing will also apply in connection with a Change of Status after the completion of a Project.

4.2.3.3 The right to terminate this license shall exist both for a Change of Status at Licensee during the Project and a Change of Status at Licensee after the Project completion, for so long as the license remains in effect.

4.3 Licensee agrees that, upon the termination of the license for any reason: (i) it will immediately cease all use of the Software; (ii) it will return or destroy all copies of the Software and all related materials and documents, including all Reports except those that must be retained to support external audit, and will certify to Huron in writing compliance with (i) and (ii); and (iii) Licensee shall continue to be bound by the remaining terms of this Agreement.

5. Hold Harmless/Indemnification/Limitation of Liability.

5.1 Each party shall indemnify and hold harmless the other party, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, owners, employees, agents, contractors and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability related to or arising from the willful misconduct or negligent acts or omissions of the party's employees, contractors or agents in connection to the products and services under the this Software License Agreement.

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

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

5.3 Notwithstanding any other provision of this Agreement, the Huron's liability to the Licensee under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, of total fees paid for the Project that results in the claim (unless otherwise provided in this Agreement or its exhibits). The limits on Contractor's liability in this Section 5.3 shall be read together with the limits on Huron's liability pursuant to the PSA, so that Huron's combined liability for claims related to the services pursuant to the PSA and for claims related to Huron's obligations under this Software License Agreement shall not exceed the greater of the limits prescribed in the PSA or this Software License Agreement. The foregoing limitation shall not apply to claims caused by the Huron's breach of confidentiality of Licensee's protected health information. The Huron shall not be liable to the Licensee for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall the Huron be liable to the Licensee for special, consequential, incidental, or indirect damages except in the case of claims caused by the Huron's breach of confidentiality of Licensee's protected health information.

5.4 Notwithstanding any other provision of this Agreement, Licensee's liability to Huron under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, of total fees paid for the Project that results in the claim (unless otherwise provided in this Agreement or its exhibits). The limits on Contractor's liability in this Section 5.4 shall be read together with the limits on Licensee's liability pursuant to the PSA, so that Licensee's combined liability for claims related to the services pursuant to the PSA and for claims related to Licensee's obligations under this Software License Agreement shall not exceed the greater of the limits prescribed in the PSA or this Software License Agreement. The foregoing limitation shall not apply to claims caused by Licensee's breach of confidentiality of Huron's Confidential Information. Licensee shall not be liable to Huron for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall Licensee be liable to Huron for special, consequential, incidental, or indirect damages except in the case of claims caused by Licensee's breach of confidentiality of Huron's Confidential Information.

6. Entire Agreement/Waiver. This Agreement, the relevant Business Associate Agreement, and the relevant portions of the Consulting Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes conflicting portions of the Consulting Agreement and any other prior agreements, except for relevant Business Associate Agreements. The failure of either party to exercise any right, remedy or power given to it in this Agreement, or to insist upon strict compliance with the terms hereof shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. No modification, waiver, or amendment to this Agreement shall be binding unless executed in writing by both parties. No waiver shall be deemed a waiver of any other provision or a continuing waiver.

7. Injunctive Relief. Licensee acknowledges that any unauthorized use or disclosure of the Software would cause Huron irreparable harm, and therefore, in addition to any other remedy available in law, Huron would be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent such disclosure or unauthorized use. Huron shall have no obligation to post a bond or other security in connection with obtaining an injunction, specific performance or other relief.

8. Binding Agreement. Except as may be expressly permitted in writing by Huron in the event of a Change of Status of Licensee, as defined in Section 4.2.3 above, 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.

9. Right to Maintain Software. If Huron ceases to do business, and does not transfer its rights, privileges, obligations, and duties to an entity that continues the business of Huron, Licensee will have the right to maintain and upgrade the Software at its own discretion and expense.

10. Support Services. Support obligations may be provided under a separate agreement between the parties. Huron has no support obligations pursuant to this Agreement.

(Signature Page Follows.)

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

LICENSEE (COUNTY):

HURON:

Signature: _____

Signature: Rich Namerow

Print Name: John J. Benoit

Print Name: Rich Namerow

Title: Chairman of the Board of Supervisors

Title: Managing Director

Dated: _____

Dated: 10/29/13

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 10/29/13

ATTACHMENT 1
HIPAA Business Associate Agreement
Addendum to Contract

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

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

RECITALS

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

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

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

WHEREAS, to the extent County discloses PHI (defined below) and/or ePHI (defined below) to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

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

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

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

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

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a Breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at

the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

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

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

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

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

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

- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

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

- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI. For the purposes of this Addendum the terms PHI and

ePHI are limited to the PHI and ePHI received by Business Associate from, or created by Contractor on behalf of, County.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
 - P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
 - Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).
2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.
- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,

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

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

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

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

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

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

3. Prohibited Uses and Disclosures.

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

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

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

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

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

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

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

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

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

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

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

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

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

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI, unless notification is legally prohibited.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including Breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the Secretary, in the time and manner designated by Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI. Contractor shall promptly

forward such request to County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

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

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

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

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

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

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

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

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

E. Ensure compliance with the applicable provisions of the Security Rule by Contractor's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and conditions contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any Security Incident of which Contractor becomes aware, including Breaches of unsecured PHI as required by 45 CFR §164.410; and,

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

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

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

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

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

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

(b) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

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

(d) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

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

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

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

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

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

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

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

G. Additional State Reporting Requirements. The Parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California

Health & Safety Code §1280.15(j)(2).

(1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than three (3) business days after Contractor becomes aware of such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "Breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

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

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

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

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

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

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

11. **Termination.**

A. If either Party becomes aware of a pattern of activity or practice of the other Party that constitutes a material breach or violation of such Party's obligations under this Addendum, the non-breaching Party shall give the breaching Party notice of the material breach or violation and the breaching Party shall have thirty (30) days to cure the breach. If the breach is not cured within such time frame, the non-breaching Party may immediately terminate this Addendum or, if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services.

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

(1) Terminate this Addendum, effective immediately; or

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

C. Effect of Termination.

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

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

necessary to respond to future County inquiries or to assess the nature of the services provided pursuant to the Underlying Agreement.

12. General Provisions.

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

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

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

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

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

F. Interpretation of Addendum.

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

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

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

If to County:

County HIPAA Privacy Officer:
HIPAA Privacy Manager

County HIPAA Privacy Officer Address:

P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number:
(951) 955-HIPAA or (951) 955-4472

If to Contractor:

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

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

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: Perris **Zip:** _____

Phone #: _____

Date: Nov 4TH 6) **Agenda #** 3-10

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

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**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Jacobs

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** _____

Phone #: _____

Date: 11/5/13 **Agenda #** 3-10

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

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Requests to Address Board on items that are "NOT" on the Agenda:

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**Riverside County Board of Supervisors
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to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: X Paul Angulo

Address: _____
(only if follow-up mail response requested)

City: X Riverside **Zip:** _____

Phone #: _____

Date: 11/5/13 **Agenda #** 3-10

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
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I give my 3 minutes to: ✓ Paul Jacobs

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