

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



ITEM
3.91
(ID # 4883)

MEETING DATE:

Tuesday, August 29, 2017

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS) - MEDICAL CENTER: Ratify and execute the Professional Service Agreement with Huron Consulting Services LLC d/b/a Huron Healthcare to provide Project Management Consulting Service without seeking competitive bids effective July 25, 2017 through June 30, 2018; 1 year; All Districts; [\$397,475 Total]; Hospital Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Professional Service Agreement with Huron Consulting Services LLC d/b/a Huron Healthcare to provide Project Management Consulting Service for an amount of \$397,475 including expenses without seeking competitive bids, effective July 25, 2017 through June 30, 2018; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed ten percent (10%).

ACTION:

Zareh Sacrafian, Chief Executive Officer – Health System 7/26/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 397,475	\$ 0	\$ 397,475	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Hospital Enterprise Fund - 40050			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

This will allow Riverside University Health System (RUHS) – Medical Center to continue utilizing Huron services to support its effort to decommission systems that are no longer in active productive use since the Epic EHR system was implemented in October 2016. This consultant has been involved in the RUHS Epic implementation since mid-2015 and was an integral member of the original project team.

During the original engagement, this consultant helped RUHS identify all applications that would be replaced by Epic functionality. They also assisted in the development of the business requirements and scope of work that outlines what will be needed to transition historical data to a centralized data archive solution that will comply with all Federal, State and Regulatory requirements.

The initial work performed by the Huron consultant will include the following: 1) under hospital staff management, organized work of line staff to implement a data archival solution; 2) act as a liaison with vendors to coordinate the data transition process to the new data archival solution; and 3) provided project management advice and communicate project status to hospital senior management. In the 2013 engagement with Huron, the consultant was focused primarily in the efforts to implement the Epic system. In addition, he assessed the systems that could be decommissioned within the RUHS environment once Epic was implemented. The consultant participated in gathering initial requirements and developing the original scope of work for the data archival project. For this request, we are bringing the consultant back to execute the scope of work with the vendors and RUHS Information Services and to provide project management oversight to ensure that the project is completed within scope, and in accordance with the project plan timeline and budget.

Upon completion of the data archival project RUHS will be able to terminate the maintenance and support contracts for the systems that are no longer being actively used. This will provide an annual savings of \$3,322,893 for the organization in maintenance and support fees. This process will also consolidate data from thirteen different systems and will improve data security, data integrity and improve the workflow efficiencies for staff attempting to access historical data throughout the organization.

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Impact on Residents and Businesses

This will impact the patients in Riverside County receiving care from the Medical Center. Consolidation of data from multiple locations into a single secure location will provide better security for patient data and have less risk of an information security breach. This consolidated warehouse will also provide a full data picture to clinicians who would otherwise need to access multiple systems for information. The archive will improve record accuracy, improved portability of records, and improved clinician access to historical data.

Contract History and Price Reasonableness

On February 9, 2016 (Item #3.18), the Board approved a professional services agreement with Huron Consulting Services LLC to provide consulting services to support the RUHS – Medical Center’s efforts to implement Epic.

The rates and terms in the contract before the Board today are consistent with the original Huron agreement. Additional expenses, including travel, are estimated at approximately 25 percent. These additional expenses are included in the amount before the Board for approval. These costs will remain consistent with and not exceed the county’s travel policy limits.



Douglas Cady, Principal Management Analyst

8/9/2017



Teresa Summers, Assistant Director of Purchasing

7/26/2017



Gregory H. Priamos, Director County Counsel

7/27/2017

PROFESSIONAL SERVICE AGREEMENT

for

PROJECT MANAGEMENT SERVICES FOR DATA ARCHIVE

between

COUNTY OF RIVERSIDE

and

HURON CONSULTING SERVICES, LLC



AUG 29 2017 3.91

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This Agreement, made and entered into this 25th day of July, 2017, by and between HURON CONSULTING SERVICES LLC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.1.1 CONTRACTOR work may be performed remotely or on-site, as determined by both parties. The average level of work for CONTRACTOR staff shall not exceed forty (40) hours per week. Any hours greater than 40 hours shall require prior written approval by COUNTY.

1.1.2 COUNTY shall make available the following to help ensure CONTRACTOR is able to perform the requirements of this Agreement:

1.1.3 Epic Reports: COUNTY hereby grants CONTRACTOR permission to access COUNTY's instance of Epic remotely, using a virtual private network (VPN), and to store Epic system reports on CONTRACTOR's encrypted consultant laptops as required to perform the Project, only for so long as the individual consultant needs the report(s) to perform services in connection with the Project, subject to Huron having permission from Epic to access Epic confidential information at COUNTY. In the event CONTRACTOR provides COUNTY a deliverable as a Clarity report (a "Preapproved Related Work" as defined by Epic), COUNTY shall own the deliverable as a Clarity Preapproved Related Work and COUNTY is free to post or share screenshots and .pdf visualizations of the results with the Epic Community Library; however, COUNTY may not share .rpt files or other deliverable report formats that can be reverse engineered exposing CONTRACTOR's proprietary code.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with reasonable care in a diligent and competent manner, and in accordance with industry standards.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B.

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

2. Period of Performance

2.1 This Agreement shall be effective July 25, 2017 and continues in effect through June 30, 2018 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Three Hundred Ninety Seven Thousand Four Hundred Seventy Five Dollars (\$397,475.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

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

Riverside University Health System – Information Services

Attention – Angela Hines, Assistant CIO

26520 Cactus Avenue, Moreno Valley, CA. 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (MCARC-91874-015-04/18); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

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

5.2 Either party may, upon thirty (30) days written notice terminate this Agreement for the other party's default, if the breaching party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination is due to CONTRACTOR'S material breach, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

5.6 CONTRACTOR is not debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. **Ownership/Use of Contract Materials and Products**

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6.2 Notwithstanding the above, CONTRACTOR will retain sole and exclusive ownership of all right, title and interest in CONTRACTOR'S internal Huron work papers not prepared or intended for COUNTY review, proprietary information, processes, methodologies, know-how and software ("CONTRACTOR Property"), including such information as existed prior to the delivery of CONTRACTOR'S Services and, to the extent such information is of general application, anything which CONTRACTOR may discover, create or develop during CONTRACTOR'S performance of Services for

COUNTY. To the extent CONTRACTOR'S deliverables to COUNTY contain CONTRACTOR Property, upon full and final payment of all amounts due CONTRACTOR hereunder, CONTRACTOR grants COUNTY a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and for no other or further use without CONTRACTOR'S express, prior written consent. If CONTRACTOR'S deliverables are subject to any third-party rights in software or intellectual property, CONTRACTOR will notify COUNTY of such rights. CONTRACTOR'S deliverables are to be used solely for the purposes intended under this Agreement and may not be disclosed, published or used in whole or in part for any other purpose. The rights granted by CONTRACTOR above do not include any rights in third party materials not provided or furnished by CONTRACTOR. All third-party materials are subject to the terms and conditions of the applicable license or other agreement between COUNTY and the applicable third party provider.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in

conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

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

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

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

8.6 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

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

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. All CONTRACTOR Consultant(s) identified in Exhibit A shall have been screened as of the day of execution of this Agreement to confirm that they are not Ineligible Persons. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within

five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

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

11.2 Prior to the filing of any legal action related to this Agreement disallowing payment(s) made to Contractor pursuant to Section 23.3 below, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

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

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Intentionally Omitted.

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the

COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

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

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

16.5 Neither party shall disclose, transfer, publish or display Confidential Information belonging to the other party to any third parties, unless expressly permitted herein. Each party shall restrict access to the other party's Confidential Information to its own personnel with a need to know. The COUNTY shall prevent the unauthorized disclosure of CONTRACTOR'S Confidential Information to other consultants, accounting firms (including COUNTY'S auditors), software vendors, or CONTRACTOR'S competitors or potential competitors. Confidential Information may be disclosed to the COUNTY'S or CONTRACTOR'S legal counsel. Confidential Information may be disclosed to the COUNTY'S or CONTRACTOR'S external financial statement auditors to the extent necessary for periodic financial statement auditing purposes only and on the condition that the disclosed 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 exception in the prior sentence does not permit disclosure for the purpose of auditing Project processes or methodologies by third parties. If CONTRACTOR uses a subcontractor to assist CONTRACTOR, COUNTY hereby grants CONTRACTOR permission to disclose COUNTY Confidential Information to CONTRACTOR'S subcontractor for the purpose of the subcontractor assisting CONTRACTOR hereunder, provided that such subcontractor agrees to the same restrictions and conditions on use and disclosure of COUNTY Confidential Information to which CONTRACTOR has agreed.

16.6 The COUNTY shall promptly advise CONTRACTOR in advance if it or any of its legal or business consultants is requested, pursuant to a public records law request, to disclose to any third party any of the Confidential Information belonging to the CONTRACTOR. In the event any third party request copies of such information which is proprietary and confidential to CONTRACTOR, then the COUNTY will immediately inform CONTRACTOR and, though the COUNTY and CONTRACTOR will work together, the burden will be on CONTRACTOR to sufficiently establish that such information shall not be disclosed under applicable law. Each party shall promptly advise the other in advance if it or any of its legal or business consultants is legally required, pursuant to a subpoena, a court order or other legal process, to disclose to a third party any of the Confidential Information belonging to the other party, and shall cooperate with the other party to obtain a protective order pertaining to such Confidential Information.

16.7 A breach of any obligations in this Section 16 will cause irreparable harm to the owner of the Confidential Information and, therefore, in addition to any other remedy available in law, the owner shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent any further unauthorized disclosure or unpermitted use of its Confidential Information.

16.8 These obligation regarding the protection of Confidential Information shall survive the termination of this Agreement and shall remain in effect perpetually.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside University Health System
Shawana Jennings, PCS
26520 Cactus Avenue
Moreno Valley, CA. 92555

CONTRACTOR

Huron Consulting Services LLC
550 W. Van Buren Street
Chicago, IL 60607
Attn: Legal Department

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability related to or arising from intellectual property infringement, bodily injury or death of any person, or damage to real or tangible personal property incurred during the performance of the Services, to the extent caused by the willful misconduct or grossly negligent acts or omissions of CONTRACTOR's employees, contractors or agents in performing the Services as finally adjudicated by a finder of fact.

21.2 Intentionally Omitted.

21.3 The indemnifying party's obligation hereunder shall be satisfied when the indemnifying party has provided to the Indemnitee the appropriate form of dismissal relieving the Indemnitee from any liability for the action or claim involved.

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

21.5 Notwithstanding any other provision of this Agreement, the CONTRACTOR'S liability to the COUNTY under all theories shall be limited to a total amount for any and all claims of any kind, in aggregate, equal to three times the total fees stated in Section 3 above to be paid to CONTRACTOR. The foregoing limitation shall not apply to any claims caused by the CONTRACTOR'S breach of confidentiality of the COUNTY'S protected health information. The CONTRACTOR shall not be liable to the COUNTY for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, nor shall the CONTRACTOR be liable to the COUNTY for special, consequential, incidental, or indirect damages except in the case of claims caused by the CONTRACTOR'S breach of confidentiality of the COUNTY'S protected health information. Additionally, CONTRACTOR will not be liable to COUNTY for any claims, costs or damages arising out of COUNTY's use of any of the Services or deliverables in a manner not intended in this Agreement.

22. **Insurance**

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

2) Intentionally Omitted.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set

forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

23. General

23.1 Neither party shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the non-assigning party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement pursuant to Section 11.2, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

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

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

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

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

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

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

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

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

23.12 This Agreement supersedes and replaces any prior discussions, representations or agreements, written or oral, as to its subject matter.

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

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

23.15 Reference. The COUNTY agrees that CONTRACTOR may list the COUNTY in CONTRACTOR'S reference list. Additionally, subject to COUNTY's prior written consent, CONTRACTOR may disclose in its marketing materials the names and phone numbers of the COUNTY contacts and a summary description of the Services hereunder, subject to written approval of the COUNTY, which approval shall not be unreasonably withheld.

23.16 Work Space. COUNTY agrees to provide CONTRACTOR personnel who are authorized to receive from COUNTY Protected Health Information ("PHI") which is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") with work space which, in the judgment of COUNTY, meets HIPAA requirements, including but not limited to providing appropriate security and physical restrictions to PHI access.

23.17 Third Party Involvement. Neither the COUNTY nor CONTRACTOR will bring a third-party into the management or conduct of the Services hereunder or milestone measurement process as an observer, consultant, participant, auditor, or in any other way, without the express written permission of the other party, which permission may be withheld for any reason.

23.18 Limitations on Services. Services provided by CONTRACTOR hereunder shall not include, and COUNTY shall not request, any service which may be considered the practice of medicine or the

practice of nursing under any applicable laws or regulations. To the extent applicable for the performance of Services by CONTRACTOR under this Agreement, the COUNTY shall provide to CONTRACTOR medically appropriate standard, which may be referenced in any clinical process recommendations CONTRACTOR makes or develops.

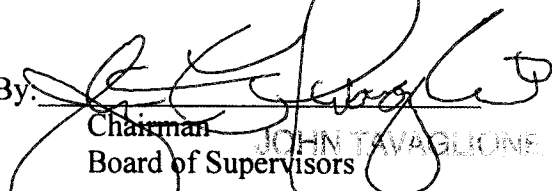
23.19 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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

[signatures on following page]

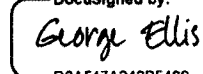
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chairman
Board of Supervisors

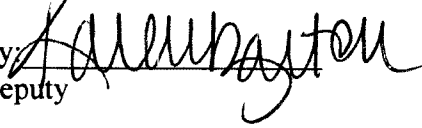
Dated: AUG 29 2017

HURON CONSULTING SERVICES LLC

DocuSigned by:

By: _____
Name: George Ellis
Title: Managing Director

Dated: 7/17/2017

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

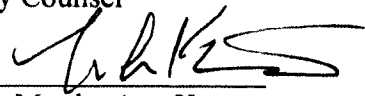
By: 
Martha Ann Knutson,
Deputy County Counsel

Exhibit A

Scope of Work

1.0 CONTRACTOR Responsibilities

CONTRACTOR shall provide consulting services (“Services”) for the COUNTY (Riverside University Health System, RUHS). CONTRACTOR will work closely with the COUNTY, RUHS Information Services Management to manage technology projects as follows:

1.1 The Huron Consultant (“Consultant”) assigned under this SOW is **Jeff Buttaccio**. No other consultant will be assigned and if Mr. Buttaccio becomes unavailable to continue work this contract shall terminate;

1.2 COUNTY (RUHS) will make available system access, remote workstation and all tools necessary to perform the required work under this scope of work;

1.3 COUNTY (RUHS) shall designate appropriate personnel to take any actions normally performed by the position to which the Huron Consultant is assigned that cannot be taken by the Huron Consultant;

1.4 COUNTY (RUHS) shall provide Huron with applicable hospital policies and procedures that govern activities of the consultant;

1.5 CONTRACTOR shall lead the planning and scoping of the project for the development of a data archive system for RUHS;

1.6 CONTRACTOR shall conduct activity planning and sequencing within a project schedule throughout the duration of the project.

1.7 CONTRACTOR shall perform resource planning within a resource plan and make recommendations to RUHS Information Services management to properly resource the project;

1.8 CONTRACTOR shall develop and manage the project budget.

1.9 CONTRACTOR shall develop and maintain project risks and issues within a Risks and Issues log, perform project monitoring and produce regular project status reports based on a timetable defined in the project charter.

1.10 CONTRACTOR shall provide the completed project artifacts at project closure with a project closure document to the RUHS Information Services management team.

1.11 CONTRACTOR shall assume additional project activities as assigned and in accordance with the project plan for the data archive project upon mutual agreement of the parties.

1.12 The CONTRACTOR will perform project management services for COUNTY under the direction of, and in accordance with policies and procedures set by the Assistant County Executive Officer – Riverside University Health System, Zareh Sarrafian or his designee, as well as all applicable County policies and procedures.

1.13 No Review & Approval Authority and No Supervision. While COUNTY may seek CONTRACTOR comment, assessments, or recommendations regarding employees, including, but not limited to, observations concerning performance, CONTRACTOR understands that it has no authority to direct the work of COUNTY employees or to make any decisions regarding employee status, assignments, job descriptions or to perform any functions that would purport to exercise authority over COUNTY employees and/or COUNTY operations and management.

1.14 At the request of COUNTY, CONTRACTOR may provide names of vendors or review proposals sent to COUNTY from vendors of services or products. However, CONTRACTOR’S communication of such information does not constitute a recommendation of any particular vendor. COUNTY should perform its own independent review of any such vendor before making a purchase decision.

2.0 Violations of Law.

CONTRACTOR'S primary role is to provide the services described in this Agreement, and CONTRACTOR has no obligation to seek out or otherwise attempt to identify any violations of applicable laws and regulations. However, it is expected that CONTRACTOR will take reasonable steps to act in accordance with all applicable laws and regulations and, therefore, shall inform an appropriate person of any known violations of applicable laws and regulations that it believes may exist and which relate to the work being undertaken by CONTRACTOR.

3.0 Information Technology Network.

The COUNTY will ensure CONTRACTOR has access to COUNTY network as required to perform necessary services under the engagement. CONTRACTOR will use such network only in accordance with COUNTY'S policies and procedures and will complete its training in those responsibilities before beginning work under this contract.

Exhibit B

Payment Compensation

1.1 This Exhibit B outlines the fees and expenses for this Agreement, as outlined in the foregoing Professional Service Agreement.

1.2 CONTRACTOR shall submit a monthly invoice in arrears for services rendered. Such invoice shall be submitted no later than the 15th day of the month. COUNTY will pay for such services billed no later than thirty (30) days from receipt of the invoice. CONTRACTOR's invoice shall contain, for each day on which services are performed, a brief description of the services completed and the amount of time spent performing those services.

PROFESSIONAL FEES

2.0 The CONTRACTOR shall be paid a rate of \$175 per hour. The COUNTY will reimburse CONTRACTOR for services and expenses incurred by CONTRACTOR through the completion date of this agreement, at the rate(s) set forth in the below table:

<i>Resource:</i>	<i>Rate/Hour</i>	<i>Est. Days</i>	<i>Est. Hours</i>	<i>Total</i>
Project Management Consultant	\$175	250	2000	\$350,000

The professional fees shall not exceed **\$350,000** without authorization from the Board of Supervisors in a motion authorizing the Purchasing Agent, Procurement Contract Specialist to increase by written Amendment.

2.1 The COUNTY will pay CONTRACTOR all reasonable, actual out of pocket travel, lodging, meals, and other expenses ("Expenses") incurred in the provision of the Services, in addition to the Professional Fees due. Lodging, meals and incidental expenses shall be reimbursed in accordance with the County of Riverside Policy D-1. Consultant is expected to work onsite for 9 days per month or fewer.

2.2 Estimated incidental expenses for this Scope of Work are estimated as follows:

<i>Estimated Monthly Expenses</i>	<i>Contract Months</i>	<i>Total</i>
\$3,956.25	12	\$47,475

The incidental expenses shall not exceed **\$47,475** without written approval by Amendment from Purchasing Agent, Procurement Contract Specialist.

3.0 Travel or related expenses incurred while performing functions on behalf of COUNTY by CONTRACTOR may only be reimbursed in accordance with the procedures and standards set out in Board Policy D-1.

Attachment I

HIPAA Business Associate Agreement

Between the County of Riverside and Huron Consulting Group LLC

This HIPAA Business Associate Agreement (this "BAA"), effective as of June 21, 2017, is entered into by and between the County of Riverside ("County") and Huron Consulting Services LLC ("Contractor") (individually, a "Party") and collectively, the "Parties").

RECITALS

WHEREAS, County and Contractor entered one or more underlying agreements (the "Underlying Agreements") pursuant to which the Contractor provides certain consulting services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreements; 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 Agreements; and,

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

WHEREAS, to the extent County discloses PHI and/or ePHI 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 applicable provisions of the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this BAA 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 BAA 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.
 - 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 BAA, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreements or to perform functions, activities or services for, or on behalf of, County as specified in this BAA, 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 BAA 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 County 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 Agreements or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this BAA 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 Agreements or this BAA 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 BAA, 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 Agreements 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 Agreements and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Intentionally Omitted,
 - 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 Agreements 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 Agreements.
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 Agreements, or this BAA.
 - 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 Agreements, or this BAA.
 - 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 BAA and/or Underlying Agreements.
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 BAA or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - 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 BAA.
 - 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 BAA.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this BAA 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 appropriate protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. 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 requirements contained in this BAA 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.
 - 3) Notwithstanding anything to the contract herein, the Parties acknowledge and agree that this Section constitutes notice by Contractor to County of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to County by Contractor shall be required only upon written request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Contractor's firewall, port, and unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- 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 HIPPA 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, upon written request, 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 BAA 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 BAA.
- 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 from against all actual and direct losses, liabilities, damages, claims, costs or expenses (including actual and 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 BAA by Contractor.
- 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 Agreements 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 BAA.

- 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 Agreements, this indemnification shall only apply to the subject issues included within this BAA.
10. **Term.** This BAA shall commence upon the Effective Date and shall continue in effect until termination or expiration of the Underlying Agreements, subject to the provisions of Section 12.C, unless terminated as provided in Section 11 of this BAA.
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 Agreement, 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 such breach. If the breach is not cured within such time frame, the non-breaching Party may immediately terminate this BAA.
 - 1)
 - B. **Effect of Termination.**
 - 1) Upon termination of this BAA, 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 confirm 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) To the extent Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall extend the protections of this BAA to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this BAA, Contractor shall retain such documentation for 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 BAA from time to time as is necessary for County 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 BAA shall survive the termination or expiration of this BAA.
 - D. **Regulatory and Statutory References.** A reference in this BAA 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 BAA shall prevail over any provisions in the Underlying Agreements that conflict or appear inconsistent with any provision in this BAA.
 - F. **Interpretation of BAA.**
 - 1) This BAA shall be construed to be part of the Underlying Agreements as one document. The purpose of this BAA is to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this BAA and the Underlying Agreements shall be resolved to permit the Parties to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by the Parties pursuant to the terms of this BAA shall be made in writing and delivered to the other Party 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 may 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: 26520 Cactus Avenue,
Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number: (951) 486-6471

If to Contractor:
Huron Consulting Services LLC
550 W. Van Buren St.,
Chicago, IL 60607
Attn: Legal Department

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this BAA as of the day and year written above.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

Chairman
Board of Supervisors

Dated: _____

AUG 29 2017

HURON CONSULTING SERVICES LLC

By: _____

DocuSigned by:
George Ellis

D6A547A242B5489...

Name: George Ellis
Title: Managing Director

Dated: _____

7/17/2017

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Martha Ann Knutson,
Deputy County Counsel