

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Riverside
University
HEALTH SYSTEM
Medical Center**

ITEM
17.2
(ID # 7740)

MEETING DATE:

Tuesday, August 28, 2018

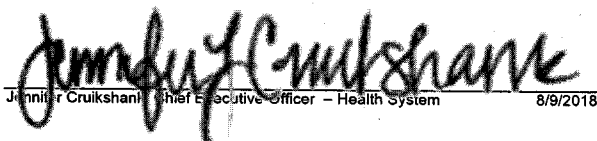
FROM : RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS):

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM- MEDICAL CENTER: Ratification and Approval of the Second Amendment to the Professional Service Agreement for Comprehensive Assessment/Consultative Services for Case Management and Clinical Services between the County of Riverside and Soyring Consulting, Inc., without seeking competitive bids; All Districts [Total Cost \$1,236,000; up to \$123,600 in additional compensation - 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Second Amendment to the Professional Service Agreement for Comprehensive Assessment/Consultative Services for Case Management and Clinical Services between the County of Riverside and Soyring Consulting, Inc. to extend the period of performance for one (1) year from September 1, 2018 through August 31, 2019 for a not to exceed amount of \$762,000, with the option to renew for one (1) additional year from September 1, 2019 through August 31, 2020 at a not to exceed amount of \$474,000 without seeking competitive bids; and authorize the Chairman of the Board to sign the amendment on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign an amendment that exercises the one (1) year option to renew, (b) sign amendments that do not change the substantive terms of the agreement, and (c) sign amendments to the compensation provisions that do not exceed ten (10) percent annually.

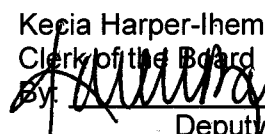
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 8/9/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem
Clerk of the Board

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	\$ 635,000	\$ 522,000	\$ 1,236,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Hospital Enterprise Fund - 40050			Budget Adjustment: NO	
			For Fiscal Year: 17/18-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested board action will allow the Medical Center to extend the Soyring Consultant contract term for an additional twelve months to allow Soyring to continue their role as a Consultant to the Medical Center and Arlington Campus to provide consultative, comprehensive staff education, and an Interim Director of Case Management / UR / Social Services. The additional provision of educational services will provide the necessary foundation required to maintain and sustain:

1. Regulatory compliance in billing;
2. Appropriate determination of inpatient, outpatient, and observation acute care stays;
3. Establish baseline of expertise for existing and new case managers; and
4. Develop and implement a "Train the Trainor" program for onboarding new case managers.

Soyring Consulting has proven to be an effective component in producing positive results in quality of care and working with department staff on developing and sustaining department goals. Soyring has accomplished the following goals in their twelve month period of performance:

- Completed and delivered Soyring Case Management Assessment Report on time with recommendations;
- Proposed structure and staffing model for department to meet the demands/needs of patients with qualified RN and social worker case managers at the Moreno Valley campus and the Arlington campus;
- Established new policies and procedures;
- Revise (continually) pre-existing and redundant workflows to reduce backlog days and denials by streamlining processes such as establishing a 24/7 Emergency Room Integrated Care Management team to work with physicians for appropriate patient stay (inpatient vs observation status);
- Reduced InterQual backlog days from 2900 days to as low as <10; and
- Reduced case management controlled outstanding Accounts Receivable by >40% over 3 months.

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

RUHS has been working diligently with Human Resources to secure a permanent Director of Case Management position but have been unable to find qualified candidates to fill the role. Until the position is secured, an Interim Case Manager position at RUHS- Hospital is needed

Impact on Residents and Businesses

The residents and current patients of the hospital and Arlington campus will continue to benefit from revised and newly developed structures and staffing models. Streamlining processes has allowed the hospital to develop new integrated processes that will meet the demands and the needs of patients. The continued goal is to focus on improving quality of care.

Contract History and Price Reasonableness

On August 29, 2017 Agenda Item 3.86, the Board of Supervisors approved the Professional Services Agreement with Soyring Consulting to provide Comprehensive Assessment/ Consultative Services for Case Management and Clinical Services in the amount of \$369,830. On April 10, 2018 Agenda Item 3.26, the Board of Supervisors approved Amendment the First Amendment to the Professional Services Agreement with Soyring Consulting in the amount of \$602,830.

An Approved Single Source is in file.

ATTACHMENT A. SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR COMPREHENSIVE ASSESSMENT/ CONSULTATIVE SERVICES FOR CASE MANAGEMENT AND CLINICAL SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND SOYRING CONSULTING, INC.



insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

To amend the agreement and extend the period of performance for an additional twelve months allow Soyring to continue their role as a Consultant to the Medical Center and Arlington Campus to provide consultative, comprehensive staff education, and an Interim Director of Case Management / UR / Social Services. The additional provision of educational services will provide the necessary foundation required to maintain and sustain:

1. Regulatory compliance in billing;
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6. **Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

Soyring Consulting was identified to have consultants with the most experience in Case Management, Utilization Management and Social Services to conduct an in depth assessment, develop recommendations and effective in producing performance goals. Soyring has proven to provide RUHS-Medical Center with a qualified Interim Director that has produced positive results.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The residents and current patients of the hospital and Arlington campus will continue to benefit from revised and newly developed structures and staffing models. Streamlining processes has allowed the hospital to develop new integrated processes that will meet the demands and the needs of patients. The continued goal is to focus on improving quality of care.

The department of Case Management is currently in the process of recruiting and securing an experienced qualified Director to lead, assess and restructure the Case Management Utilization Management and Social Services functions at the main Medical Center and the Arlington Campus. RUHS-MC continues to work with Human Resources in their search to find a qualified individual to fill the role. However, in the interim until the position has been secured, the department must have an interim Director to aide in the improvement of work flow processes, and operational efficiencies.

Period of Performance:

From: 9/1/2018 to 08/31/2019 (Twelve Months)
with the option to renew one additional year,
9/1/2019-8/31/2020.

Is this an annually renewable contract?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Is this a fixed-term agreement:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes



(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

8. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 17/18	FY 18/19	FY19/20	FY__	FY__	Total
One-time Costs:		\$762,000	\$474,000			\$1,236,000
(Insert description)						
Ongoing Costs:						
(Insert description)						
Previous SSJ Approved Amounts:						
(Insert description)						
Total Costs		\$762,00	\$474,00			\$1,236,000

Note: Insert additional rows as needed

9. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

On August 29, 2017 Agenda Item 3.86, the Board of Supervisors approved the Professional Services Agreement with Soyring Consulting to provide Comprehensive Assessment/ Consultative Services for Case Management and Clinical Services in the amount of \$369,830. On April 10, 2018 Agenda Item 3.26, the Board of Supervisors



Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)

FY 18/19 : \$ 762,000

FY 19/20 : \$ 474,000

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

Purchasing Agent

8/15/18

Date

19-027

Approval Number.

(Reference on Purchasing Documents)

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR
COMPREHENSIVE ASSESSMENT/CONSULTATIVE SERVICES
FOR CASE MANAGEMENT AND CLINICAL SERVICES
BETWEEN THE COUNTY OF RIVERSIDE AND SOYRING CONSULTING, INC.**

That certain Professional Service Agreement for Comprehensive Assessment/Consultative Services for Case Management and Clinical Services, approved August 29, 2017, Agenda Item No. 3.86 ("Agreement"), made by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, on behalf of Riverside University Health System ("RUHS") and Soyring Consulting, Inc., a Florida corporation ("CONTRACTOR"), with a First Amendment approved April 10, 2018, Agenda Item 3.26, effective March 1, 2018, is hereby amended as follows:

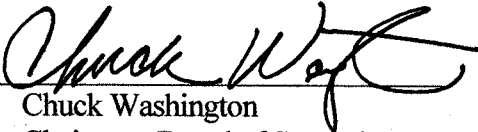
1. **Period of Performance.** Subsection 2.1 of Section 2. Period of Performance is hereby amended to extend the period of performance as follows:

"The period of performance of this Agreement shall be extended for one (1) year commencing on September 1, 2018 and continuing through August 31, 2019 ("Current Term"), with the option to renew for one (1) additional year by written amendment ("Renewal Term")."
2. **Compensation.** Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum compensation amount as follows:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed \$762,000 for the Current Term, including all expenses. Should the parties agree to extend the Agreement for the Renewal Term, Maximum payments by COUNTY to CONTRACTOR shall not exceed \$474,000 for the Renewal Term, including all expenses."
3. **Exhibit A.** Exhibit A, SCOPE OF SERVICES, is hereby deleted in its entirety and replaced with Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.
4. **Exhibit B.** Exhibit B, PAYMENT PROVISIONS, is hereby deleted in its entirety and replaced with Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
6. **Effective Date.** This Second Amendment to the Agreement shall become effective upon signature of both parties, or August 1, 2018, whichever should come first ("Amendment Effective Date").

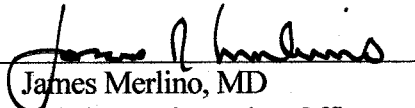
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Second Amendment.

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

By: 
Chuck Washington
Chairman, Board of Supervisors

Date: AUG 28 2018

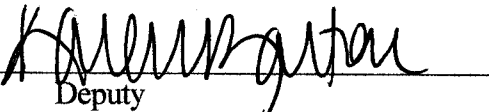
SOYRING CONSULTING, INC., a Florida corporation

By: 
James Merlino, MD
Chief Transformation Officer

Date: 8/31/2018

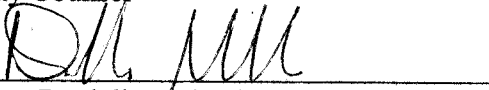
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Date: 8/7/18

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

1.0 CONTRACTOR Responsibilities for RUHS- Medical Center (Arlington and Moreno Valley campuses)

A. Interim Director of Case Management / URI / Social Services - CONTRACTOR shall provide an individual acceptable to RUHS who will:

1. Promote adherence to compliance policies and appropriate standards of practice and assist preparation for regulatory reviews;
2. Observe admitting and discharge protocols for process improvements;
3. Review and observe discharge planning protocols and provide feedback for methods of improvement;
4. Assist in the collaboration of policies and procedures improvement;
5. Observe performance metrics; overall average length of stay, DRG, patient satisfaction, denials, clinical appeals success rates;
6. Deliver recommendations for process improvements and prioritizations;
7. Assist new staff into transitioning into new departmental roles including the precepting and orienting of the new permanent director;
8. Establish improved reporting methodology for productivity and quality metric observations;
9. Provide continued communication with administrative staff and departments;
10. Deliver oversight and actions plans for department initiatives;
11. Provide mentoring and aid in staff development;
12. Create and deliver a recurring report detailing progression of action items and activities;
13. Deliver daily leadership and support to department staff as an Interim Director to Case Management / URI / Social Services department; and,
14. Coordinate and assist in the implementation of strategies for improvement based on the summary report.

SCOPE OF SERVICES
SOYRING CONSULTING, INC.

- B. Care Management Training and Education** – CONTRACTOR will provide Care Management Training and Education to RUHS. This training and education includes four phases that are outlined below. If needed, RUHS may request additional training days.
- 1. Care Management Training & Education:** CONTRACTOR will develop a comprehensive training and education program to establish departmental work standards and onboard staff that currently do not have care management experience. Components of the program can also be utilized to train non-care management nursing staff in certain essential care coordination functions. The goal of the program would be to sustain regular cohorts of newly capable care managers, to more quickly onboard new team members, and also develop a pipeline of individuals for the future to prevent shortages. Components of the program would include:
 - a. Determine needed education/work process orientation by care management job position
 - b. Determine the mix of content and delivery mechanisms based on staff experience
 - c. Develop training materials
 - d. Develop Roll-out Plan and Conduct Training
 - 2. Education Plan Components:** An education plan will be developed and objectives will be based on departmental needs for Care Management positions.
 - 3. Overview of Plan Development Components:** CONTRACTOR will develop orientation documents based on the needs of the departments as well as discussion with leadership. Items will be customized as appropriate for various job descriptions and skill level, as appropriate. Documents will include the following:
 - a. *Phase I: Orientation Plan:* Divided into five sections, the plan will include: goals and objectives, length of orientation by position, topics to be included in each orientation, development of materials to be covered for each element of the program, training materials, and supporting materials.
 - b. *Phase II: On-boarding Plan:* The plan will include frequency of orientation sessions, location of various orientation actions, length of time for orientation elements, as well as documentation needs, collection and maintenance of records which support needed competencies and training.
 - c. *Phase III: Competency Plan:* The plan will include competency lists for each staff type, additional competencies needed by job description, as well as method and frequency of competency checks. It will also identify the skills and knowledge needed for CCM Certification.

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- d. *Phase IV: Development of Staff Competency Plan*: The plan will determine staff competencies needed to be successful in the role of Care Manager. Competencies will include those needed for various skill types.
- 4. Phase I: Development of Orientation Plan**
- a. Module I: Role of Integrated Care Management**
- “because YOU matter”
 - Team Members and Partners:
 - RN
 - Social Workers
 - LVN and Support
 - Physician Advisors
 - Physicians
 - Nurses
 - Other Clinical Staff
 - Admitting/Revenue Cycle
 - FQHC
 - County Agencies
 - Office of Behavioral Health
 - Office on Aging
 - Department of Public Health
 - County Council
 - Payers
 - Most Importantly Patients and Families
 - Population Challenges
 - Homelessness
 - Undocumented Immigrants
 - Low Socio-Economic Status
 - Inmates
 - Model of Care
 - ED
 - Transfer Center
 - Inpatient
 - Detention
 - Palliative Care
 - Surgery
 - Arlington
 - Outreach
- b. Module II: Utilization Management**
- Patient Status

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- Outpatient
- Observation
- Inpatient
- Administrative Days
- Sources of Admission
 - Direct
 - ER
 - Transfers
 - Surgery
- Level of Care
 - ICU
 - PCU
 - Med/Surg
- Concurrent Review
 - TARs, PARs, and SARs
 - Interqual Training
 - Secondary Reviews and Peer to Peer
- In Network vs Out of Network
 - Beaver
 - Regence
 - Prime Care
- Medicare/Medicare Managed Care
 - Inpatient Only List
 - Important Message from Medicare
 - Code 44
- Medi-Cal
- Medi-Cal Restricted
- Medi-Cal Managed Care
- CCS
- Commercial Insurance
- Veterans Administration

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- Workers Comp
 - Private Pay
 - Dual Coverage
 - Obstetric 48/96 hour Law
 - Organ Procurement
 - EPIC Training
 - Authorization Documentation
 - Notes
 - Bed Days Table
 - Pay for Performance
 - Medicare
 - PRIME metrics
 - Suggest 4 hours with Revenue Cycle (biller) to gain understanding of elements used to generate a bill
 - Suggest 4 hours with Registration to gain understanding of responsibilities and process
 - Suggest 1 hour presentation by CDI to gain understanding of role
- c. **Module III: Patient Rights**
- Patient Rights and Responsibilities
 - Decision Making Capacity
 - Conservatorship and Holds
 - 5150 (72 hours)
 - 5250 (14 days)
 - T-Con (5353) 30 days
 - Petition Court without a hearing
 - Investigation by Public Guardian
 - Permanent Conservatorship (5358) 1 year
 - Hearing required
 - Public or Private guardian
 - Renewable
 - Advanced Directives and POLST
 - Abuse and Neglect Reporting
 - Leaving Against Medical Advice and Refusing Treatment

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- Discharge Refusal
 - Appeal Rights
 - HINN Forms
- Adoptions and Surrogacy
- Incarcerated Patients
- Ethics Committee
- Family and Interdisciplinary Team Meetings
- d. **Module IV: Transitions of Care**
 - EPIC Training
 - Work Queue
 - Consults
 - Orders
 - Discharge Planning Assessment
 - Social Worker Assessment
 - Documentation
 - Engagement of Patient and Family
 - Teachback Method Training
 - Huddle
 - Care Progression Meeting
 - Long Term Care Meeting
 - Avoidable Days
 - Complex Discharge
 - Tuberculosis
 - Acute to Acute Transfers
 - COBRA
 - Letter of Agreement
 - Return to facility arrangements
 - Transportation
 - Post Hospital Care
 - Acute to Acute Transfers
 - LTAC

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- Acute Rehab
- SNF
 - Medicare 3 Midnight Rule
- Intermediate Care
- Memory Care Units
- Residential Care/Board and Care
- Assisted Living
- Custodial Assistance
- Hospice
- Home Health
- Infusions
 - Outpatient Centers
 - Drugs
 - Supplies
 - Equipment
 - TPN
 - Enteral Feeding
- Outpatient Resources
- DME
 - Beds
 - Specialty Mattresses
 - Supplies
 - Wheelchair
 - Walkers
 - Other Assistive Devices
 - Home Oxygen
 - CPAP/BiPAP
 - Trach Supplies
 - Vents
 - Wound Care and Wound Vacs
 - Bariatric Needs
- Home Modifications
- Dialysis
- Transportation Options
 - Home
 - Post Discharge

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- Post Discharge Appointment
 - Post Discharge Phone Call
 - e. **Module V: Authorizations and Appeals**
 - Retro Authorization
 - Common Reasons for Denial
 - Level of Service Not Supported/Authorization
 - OBS
 - Documentation to support IP
 - Peer to Peer
 - Appeal
 - Lack of Notification
 - Prior authorization
 - Authorization not documented, incomplete or inaccurate
 - Admission notification
 - Change in Status or Level of Care
 - Incorrect Payer or Demographic Information
 - Coding
 - Admin Days and Documentation for Placement Efforts
 - Partial Denial
 - Readmission within 30 days/Super Utilizers
 - RAC, QIO, and Other Audits
5. **Phase II: Development of On-Boarding Plan.** An on-boarding plan will be developed with the following components:
- a. Development of training session plan for each skill level and skill set.
 - b. Schedule for didactic and mentoring plans.
 - c. Identification of preceptors in the Care Management Department.
 - d. Development of goals, objectives, and competency staff plan for mentoring sessions.
 - e. Development of feedback mechanisms for preceptors and trainees.
 - f. Development of documentation plans for each orientee.
6. **Phase III: Development of Competency Plan**
- a. Assessment of physical, psychological, social and financial factors impacting care delivery and outcomes; Identifies patient expectations and anticipated length of stay.

SCOPE OF SERVICES
SOYRING CONSULTING, INC.

- b. Application of assessment findings to develop a discharge plan beginning on admission, in partnership with the patient and family, to promote effective transitions of care.
 - c. Utilization of effective communication, including conflict resolution and crucial conversations.
 - d. Understanding of clinical data and application of evidence based guidelines, as appropriate, related to disease processes and states.
 - e. Service as a resource to medical staff, hospital personnel, and community partners to execute care at the most appropriate status, level, and setting.
 - f. Provision of effective extraction of clinical elements to reflect an accurate patient profile for utilization management with understanding of benefit provisions and payer contracts; Communication of required elements timely to payers with escalation, as appropriate. Documentation is reflective of actions and outcomes.
 - g. Development of work habits that promotes payment of claims on first submission to prevent denials.
 - h. Service as a leader to other team members and partners to facilitate multidisciplinary communication and planning through conferences and meetings.
 - i. Knowledge of criteria and appropriate application of community resources.
 - j. Implementation of effective transitions of care and handoff including: internal, acute to acute, and post hospitalization with alignment of resources such as post discharge appointments, equipment, etc.
 - k. Understanding and compliance with regulatory influences; acts as a patient advocate and protects patient rights.
 - l. Conduit to achieve optimal clinical outcome through good stewardship of financial resources.
 - m. Experience and knowledge needed for CCM certification with 1-2 year plan to obtain certification depending on prior experience.
7. **Phase IV: Development of Staff Qualifications.** Determination of Skill Sets and Qualifications for Candidates Desiring to Work in Care Management. In order to make this a successful program, CONTRACTOR will work with RUHS to identify the skills and qualities needed for a potential candidate. CONTRACTOR will need to determine:
- a. Type of clinical background (i.e. critical care, M/S, other types of experience required) for nurses

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

- b. For Social Workers type of background (hospital experience, etc.)
- c. Years of experience
- d. Ability to work well with technology
 - Potentially create a technology test
- e. Ability to understand complex medical needs
 - Potential to create case studies to screen candidates

It will be important to select the right individuals for the training program in order to be successful with the training program.

8. **Ownership and Intellectual Property.** The following language shall apply to Part B, Care Management Training and Education, of Paragraph 1.0 of Exhibit A, SCOPE OF SERVICES. To the extent there is a conflict between the language in the Agreement, as amended, and the language below, the language below shall govern Part B, Care Management Training and Education, of Paragraph 1.0 of Exhibit A, SCOPE OF SERVICES.

- a. **COUNTY Property.** Except as expressly provided for otherwise in this Agreement COUNTY will retain all intellectual property rights that COUNTY owns as of and prior to the Amendment Effective Date (“COUNTY Intellectual Property”). COUNTY hereby grants to CONTRACTOR a non-exclusive, non-transferable, non-sublicensable, limited license to access and use COUNTY Intellectual Property solely to the extent necessary to perform its obligations under this Agreement. This Agreement will not be interpreted or construed to grant CONTRACTOR any additional rights, title, interest or license in COUNTY Intellectual Property.
- b. **CONTRACTOR Property.** Except as expressly provided in paragraph (c) below, CONTRACTOR shall retain ownership of any and all documents, drawings, data, software, tools and educational materials, whether in printed or electronic form (the “Materials”), and all ideas, concepts, methods, techniques, skills and know-how (the “Information”) that CONTRACTOR uses or discloses to COUNTY during CONTRACTOR’s performance under this Agreement regardless of whether CONTRACTOR possessed such Materials or Information prior to, or developed or acquired such Materials or Information during and/or after, the Amendment Effective Date. CONTRACTOR shall also retain ownership of all of its copyrights, trademark rights, service mark rights, trade name rights, domain name rights, trade secret rights, patent rights and any and all other intellectual property or other proprietary rights (the “Rights”) in and to the Materials and the Information. COUNTY agrees never to challenge or seek to register, directly or indirectly, anywhere in the world, any of the Rights.

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

CONTRACTOR grants to COUNTY a limited, non-exclusive, non-transferrable, non-sublicenseable, perpetual right and license to use (and to copy, as reasonably necessary) the Materials and Information as intended hereunder in the course of COUNTY's business at the facilities specified in this Exhibit A as being where the services will be provided. COUNTY agrees that it shall not use the Materials or Information in any other facilities or otherwise expand its use of the Materials or Information beyond the scope of this limited license without the prior written consent of CONTRACTOR. Furthermore, COUNTY shall not, and shall not permit any third party to, (i) decompile, disassemble or reverse engineer the Information, Materials or Rights or combine, integrate or incorporate the Information, Materials, or Rights with or into any of COUNTY's or any third party's materials, systems, software solutions, or applications, unless the Parties have entered into a mutually agreed upon signed separate agreement providing for the foregoing; (ii) modify the Information, Materials or Rights, or create any derivative product from any of the Information, Materials or Rights; (iii) use the Information, Materials or Rights except as incorporated into the COUNTY Works; or (iv) market, sell or distribute the Information, Materials or Rights on a stand-alone basis or together with any other products or services. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Information, Materials or Rights shall be owned solely and exclusively by CONTRACTOR, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide therein and thereto, and COUNTY hereby assigns to CONTRACTOR any and all of its interests, title or ownership in the Information, Materials or Rights or any modification to or derivative work of the Information, Materials or Rights.

- c. **COUNTY Works.** In the event CONTRACTOR agrees to create any original works of authorship for delivery to COUNTY during the term of this Agreement ("COUNTY Works"), such COUNTY Works shall be agreed upon in advance and in writing between COUNTY and CONTRACTOR and explicitly designed as a COUNTY Work. In such event, CONTRACTOR agrees to assign to COUNTY any and all of CONTRACTOR's rights, including without limitation copyrights, in and to any such COUNTY Works. COUNTY hereby grants to CONTRACTOR a perpetual, irrevocable right and license solely for the limited purpose of creating derivative works from any and all COUNTY Works and to use such derivative works for any purpose, provided that without COUNTY's consent COUNTY will not include in any such derivative works COUNTY's name, any of COUNTY's trademarks, service marks or logos,

**SCOPE OF SERVICES
SOYRING CONSULTING, INC.**

or any other information identifying COUNTY. Notwithstanding anything to the contrary above in this paragraph (c), in the event that the COUNTY Works contain or reference any Information, Materials or Rights, CONTRACTOR hereby grants to COUNTY a perpetual, non-exclusive, non-transferable, non-sublicensable, limited license to use or access those Information, Materials or Rights that may be contained in the COUNTY Works solely for COUNTY's own internal purposes. For avoidance of doubt, no COUNTY Works are contemplated in this Scope of Services.

- 2.0 No Review & Approval Authority. 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. CONTRACTOR shall work closely and directly with the Chief of Ambulatory Care and Community Health Services to implement any of the above components.
- 3.0 COUNTY Responsibilities.** COUNTY will provide CONTRACTOR with work space at its facilities, as appropriate, which, in the judgment of the COUNTY, meets Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including, but not limited to, providing appropriate security and physical restrictions. CONTRACTOR will not remove Protected Health Information (PHI) from COUNTY premises in any form. COUNTY will provide reports and analysis needed by CONTRACTOR to complete its deliverables, however such reports and analyses will remain the property of COUNTY and be returned upon to it no later than the date of termination of this Agreement.
- 4.0 Violations of Law.** CONTRACTOR's primary role is to provide the services described in this Agreement. 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.
- 5.0 Information Technology Network.** The COUNTY will ensure CONTRACTOR has access to COUNTY's network as required to perform necessary services under the Agreement. 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 Agreement.

**PAYMENT PROVISIONS
SOYRING CONSULTING, INC.**

- 1.0 This Exhibit B outlines the fees and expenses for the Engagement, as outlined in the foregoing Agreement.

- 2.0 For the Interim Director of Case Management / UR / Social Services described in Part A of Paragraph 1.0 of Exhibit A, SCOPE OF SERVICES, CONTRACTOR shall receive \$6,000 per week that the individual serves in this role, with a minimum of three (3), four (4) week commitments that automatically renew in increments of four (4) weeks each until RUHS provides at least thirty (30) days' notice of termination, or the period of performance of this Agreement terminates. Payments by COUNTY to CONTRACTOR for Interim Director of Case Management/ UR/ Social Services shall not exceed \$312,000 for the Current Term.

- 3.0 For the Care Manager Training and Education Services described in Part B of Paragraph 1.0 of Exhibit A, SCOPE OF SERVICES, COUNTY shall pay CONTRACTOR \$288,000, as set forth below. CONTRACTOR shall invoice and receive payment for fifty percent (50%) of the fixed, one-time fee for Training Program Development and fifty percent (50%) of the fixed, one-time fee of Deployment (employee training), totaling \$144,000, upon the commencement of the Care Manager Training and Education Services. CONTRACTOR shall invoice for the remaining balance of the Care Manager Training and Education Services after completion of the contracted services.

Services	Fixed, One-Time Fees
Care Manager Training & Education Services	
Training Program Development	\$118,000
Deployment (employee training)	\$170,000 Assumes delivery of 30 coaching/training days and 3 train-the-trainer sessions
Additional On-site Coaching Day or Day of Training (up to 2 sessions in one day) Should CONTRACTOR exhaust the 30 coaching / training days	\$4,500 per day

- 4.0 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 forty-five (45) working days from the date of the invoice.

**PAYMENT PROVISIONS
SOYRING CONSULTING, INC.**

- 5.0 Travel or related expenses incurred by CONTRACTOR, including expenses for travel, lodging, and meals, while performing functions on behalf of COUNTY at the request of COUNTY will be reimbursed in accordance with the procedures and standards set out in Board Policy D-1. The Board Policy D-1 can be found for public access on <http://www.rivcocob.org/boardpolicies/policy-d/POLICY-DO1.pdf>. Payments by COUNTY to CONTRACTOR for expenses shall not exceed \$162,000 for the Current Term.
- 6.0 Maximum payments by COUNTY to CONTRACTOR shall not exceed \$762,000 for the Current Term, including all expenses. Should the parties agree to extend the Agreement for the Renewal Term, Maximum payments by COUNTY to CONTRACTOR shall not exceed \$474,000 for the Renewal Term, including all expenses.