



Contract Number

18-711 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-3217
Contractor	Huron Consulting Services LLC
Contractor Representative	Maria Cronin
Telephone Number	720.737.4931
Contract Term	October 1, 2018 through March 31, 2024
Original Contract Amount	\$789,197
Amendment Amount	\$30,900
Total Contract Amount	\$820,097
Cost Center	9186104200

Amendment No. 1

WHEREAS, on September 25, 2018, the County of San Bernardino on behalf of Arrowhead Regional Medical Center ("County") and The Studer Group, L.L.C. ("Studer") entered into a Contract ("Contract") to obtain leadership evaluation and rounding process coaching services, emergency department analytics system development services, and software access and support services ("Services") for the term October 1, 2018 through September 30, 2023 in the not-to-exceed amount of \$789,196.80; and

WHEREAS, on September 25, 2018, concurrently with and attached to Statement of Work to the Contract, the County and Studer entered into a Business Associate Agreement ("BAA") for the protection of protected health information; and

WHEREAS, as of December 31, 2020, The Studer Group, L.L.C. merged with and into Huron Consulting Services LLC ("Huron" or "Contractor") and entered into an agreement, wherein Studer assigned all its rights, title, and interest, and delegated all of its obligations, responsibilities, and duties, in and to the Contract, to Huron and Huron accepted such assignment as the successor-in-interest to all rights and obligations of Studer; and

WHEREAS, the Section C.8 of the Contract provides that without the prior written consent of the County, the Contract is not assignable by Studer either in whole or in part; and

WHEREAS, County now desires to enter into an amendment to assign the Contract and BAA from Studer to Huron; and

WHEREAS, on November 3, 2020, the electorate of the County enacted Measure J approving a comprehensive revision to the County Charter, including revising the County name to “San Bernardino County” effective as of July 1, 2021; and

WHEREAS, the parties now desire to extend the term of the Contract to allow for extended access to Huron Rounding software f/k/a MyRounding® (any references to MyRounding in this Amendment shall be deemed a reference to Huron Rounding software), to increase the not-to-exceed contract amount, and add additional language to comply with California law; and

NOW THEREFORE, effective as of the date this Amendment No. 1 is fully executed unless otherwise stated herein, the parties agree as follows:

1. The County, pursuant to Section C.8 of the Contract, hereby consents to the assignment of the Contract by Studer to Huron. The County, in giving its consent to this assignment, does not release Studer from any claims or remedies it may have against Studer under the Contract for obligations incurred prior to the effective date of the assignment.
2. Huron hereby accepts the assignment of all of Studer’s obligations, responsibilities, and duties under the Contract and all of Studer’s rights, title, and interest in and to the Contract.
3. All references to “Contractor” in the Contract shall mean Huron Consulting Services LLC.
4. All references to “County of San Bernardino” in the Contract and BAA shall be amended to read as “San Bernardino County”.
5. Retroactively as of September 25, 2018, Section **C.11.2** is deleted in its entirety and replaced with the following:

C.11.2 The Business Associate Agreement (attached to Exhibit A (Statement of Work)).

6. Section **C.51** is hereby added to the Contract as follows:

C.51 POLITICAL CONTRIBUTIONS

Contractor has disclosed to the County using Exhibit B, as attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] in the 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

7. Exhibit B to this Amendment is added to the Contract.
8. Section **D** of the Contract is hereby deleted in its entirety and replaced with the following:

D. TERM OF CONTRACT

This Contract is effective as of October 1, 2018 and expires March 31, 2024, but may be terminated earlier in accordance with the provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a ninety (90) day written notice of termination in accordance with Section C.41.

9. Section **F.2** of the Contract is hereby deleted in its entirety and replaced with the following:

F.2 The maximum amount of payment under this Contract shall not exceed \$820,096.80, as further described in the attached Statement of Work. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

10. Retroactively effective as of September 25, 2018, the following language in the second paragraph of Exhibit A, Statement of Work, is deleted in its entirety:

The parties agree that the Business Associate Agreement previously entered into by the parties as of November 20, 2017 (the "2017 BAA") will govern the use and disclosure of Protected Health Information under this SOW; provided, that each reference to the Service Order Form executed between the parties on June 26, 2017 will be deemed replaced with a reference to this SOW. By signing this SOW, County agrees to be bound by the terms and conditions of this SOW, including the incorporated Software License Terms, the Agreement, and the 2017 BAA.

11. Retroactively effective as of September 25, 2018, the following language is added to the second paragraph of Exhibit A, Statement of Work:

The parties agree that the Business Associate Agreement ("BAA") attached hereto and incorporated herein by this reference, entered into on September 25, 2018 concurrently with this Contract, will govern the use and disclosure of Protected Health Information under this SOW. By signing this SOW, County agrees to be bound by the terms and conditions of this SOW, including the incorporated Software License Terms, the Contract and the BAA.

12. The "Term" section in Exhibit A, Statement of Work, is amended to indicate that the term of the engagement begins on the Effective Date of the SOW and will continue through March 31, 2024 (the "Term"), unless terminated early or extended in accordance with the terms of the Contract.

13. The "Payment Terms" section in Exhibit A, Statement of Work, is deleted in its entirety and replaced with the following:

Payment Terms

Professional Fees and Expense Allocation

The total Professional Fee for this engagement of \$820,096.80 represents the full amount due in exchange for the Services provided under this SOW for the Term, including without limitation a fixed expense allocation of \$72,396.80, along with the hosted service fees (the "Subscription Fees") and implementation fee(s) for the SaaS Services. Under the MyRounding Service Order Form executed between the parties on June 26, 2017, which is superseded and replaced by this SOW as of the Effective Date of this SOW, County has prepaid Contractor Hosted Service Fees in the amount of \$31,506.66 for the period beginning October 1, 2018 and ending June 14, 2019. Such amount will be applied toward County's payment of the total Professional Fee. \$757,690.14 of the remaining balance will be divided into twenty (20) quarterly installments to be paid by EFT or check in accordance with the following payment schedule:

#	Invoice Date	Installment Amount
1	October 1, 2018	\$47,339.84
2	January 1, 2019	\$27,339.84
3	April 1, 2019	\$29,193.18
4	July 1, 2019	\$38,459.84
5	October 1, 2019	\$38,459.84
6	January 1, 2020	\$38,459.84
7	April 1, 2020	\$38,459.84
8	July 1, 2020	\$38,459.84
9	October 1, 2020	\$38,459.84
10	January 1, 2021	\$38,459.84
11	April 1, 2021	\$38,459.84
12	July 1, 2021	\$38,459.84
13	October 1, 2021	\$38,459.84
14	January 1, 2022	\$38,459.84
15	April 1, 2022	\$38,459.84
16	July 1, 2022	\$38,459.84
17	October 1, 2022	\$38,459.84
18	January 1, 2023	\$38,459.84
19	April 1, 2023	\$38,459.84
20	July 1, 2023	\$38,459.84
	TOTAL	\$757,690.14

The remaining balance of \$30,900 for the continuation of the MyRounding software licensing through March 31, 2024 will be divided into six monthly installments paid by EFT or check in accordance with the following payment schedule:

#	Invoice Date	Installment Amount
1	October 1, 2023	\$5,150
2	November 1, 2023	\$5,150
3	December 1, 2023	\$5,150
4	January 1, 2024	\$5,150
4	February 1, 2024	\$5,150
4	March 1, 2024	\$5,150
	TOTAL	\$30,900

Contractor will also bill monthly for actual out-of-pocket expenses incurred for the services, if any, such as airfare, ground transportation, lodging, and meal expenses or usual and customary per diems.

14. For the avoidance of doubt, the purpose of this Amendment is to extend the duration for which Contractor shall provide the MyRounding software to the County under this Contract. All other services previously provided by Contractor under the Contract shall be terminated as of October 1, 2023.
15. Retroactively as of December 31, 2020, the County hereby consents to the assignment of the BAA by Studer to Huron. The County, in giving its consent to this assignment, does not release Studer from any claims or remedies it may have against Studer under the BAA for obligations incurred prior to the effective date of the assignment.
16. All references to "Business Associate" or "BA" in the Contract and BAA shall be amended to mean "Huron Consulting Services LLC".
17. The following is added language is added to the BAA:

This Agreement will be effective as of September 25, 2018 and the term will run concurrently with the Contract, except that those terms that by their nature are intended to survive the termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

18. All other terms and conditions of the Contract and BAA shall remain in full force and effect.
19. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the BAA, as applicable.
20. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose names contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the party an original signed Amendment upon request.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

HURON CONSULTING SERVICES LLC

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Debbie Ritchie

Name _____
(Print or type name of person signing contract)

Title Managing Director

(Print or Type)

Dated: _____

Address 550 W. Van Buren St.

Chicago, IL 60607

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Bonnie Uphold, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
William L. Gilbert, Director

Date _____



Exhibit B **Senate Bill 1439** **Contractor Information Report**

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: HURON CONSULTING SERVICES LLC

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
Huron Consulting Services LLC	Jeff Wood

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

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8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.