

**THIRD AMENDMENT TO  
HOSTED SOFTWARE SUBSCRIPTION AGREEMENT**

DATED: July 6, 2022

BETWEEN:

HURON CONSULTING SERVICES LLC  
550 West Van Buren Street  
Chicago, IL 60607

“Huron”

AND

COUNTY OF VENTURA  
800 South Victoria Ave.  
Ventura, CA 93009

“County”

Recitals

- A. Huron and County are parties to a Hosted Software Subscription Agreement dated April 4, 2018, as amended (the “Agreement”), pursuant to which Huron makes available to County its hosted clinical documentation improvement software (the “Software”).
- B. The parties wish to amend certain aspects of the Agreement, specifically, the Term and Subscription Fee, as set forth below.

NOW, THEREFORE, the parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

Agreement

- 1. This Amendment is effective as of July 1, 2022 (the “Effective Date”).
- 2. Effective as of the Effective Date, section 3.1 of the Agreement shall be modified as follows:
  - 3.1 Renewal. Upon expiration of the Initial Term on May 31, 2019, and upon expiration of each Renewal Term thereafter, this Agreement shall renew for up to three additional terms (each a “Renewal Term”), unless earlier terminated pursuant to Section 8 of this Agreement. The first Renewal Term shall be from June 1, 2019 through May 31, 2020. The second Renewal Term shall be from June 1, 2020 through June 30, 2021. The third Renewal Term shall be from July 1, 2021 through June 30, 2022. The fourth Renewal Term shall be from July 1, 2022 through June 30, 2023. Each Renewal Term is also a Segment. Collectively, the Initial Term and all Renewal Terms are the “Term.”
- 3. Effective as of the Effective Date, Section 9.1 of the Agreement is revised to add the following as Section 9.1.1:
  - 9.1.1 County shall pay to Huron a Subscription Fee of \$60,000 for the first Renewal Term, \$65,883 for the second Renewal Term, \$60,000 for the third Renewal Term, and \$70,000 for the fourth renewal term. Additionally, the County shall pay

Huron \$0 for TruCode Encoder Essentials during the first Renewal Term and \$10,000 for each Renewal Term thereafter.

4. All other terms and conditions of the Agreement, as amended, remain in full force and effect.
5. Execution and delivery of this Amendment by the parties shall be considered legally valid and effective if executed or adopted by a party through use of an electronic process (i.e., “electronic signature” through a process such as DocuSign®).

The undersigned parties agree to the terms and conditions of the above Amendment.

COUNTY OF VENTURA

HURON CONSULTING SERVICES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Gorski  
Managing Director  
Date: \_\_\_\_\_