

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

601



FROM: Executive Office

SUBMITTAL DATE:
August 19, 2014

SUBJECT: Approval of Second Amendment to Professional Services Agreement between the County of Riverside and Huron Consulting Services, LLC for implementation of the Supply Chain Operations and Structure Improvement Assessment relating to the Countywide Procurement Process – (All) (Total Cost \$148,800) (Purchasing Department Budget)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Upon approval of Final Budget Recommendations for the FY 14-15 Budget, approves and authorizes the Chairman to sign the Second Amendment to the Professional Services Agreement between the County of Riverside and Huron Consulting Services in the amount of \$148,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement.

PURCHASING & FLEET SERVICES
 Lisa Brandl, Director
 Department of Procurement

FORM APPROVED COUNTY COUNSEL
 DATE 9/15/14
 BY: GREGORY P. PRIAMOS

Debra Cournoyer
 Deputy County Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 148,000	\$ 0	\$ 148,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 148,000	\$ 0	\$ 148,000	\$ 0	

SOURCE OF FUNDS: FY 14-15 Final Budget Recommendation to Purchasing Department Budget

Budget Adjustment:
For Fiscal Year: 14-15

C.E.O. RECOMMENDATION:

APPROVE

BY:
George A. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-10 11/5/13 | District: All | Agenda Number:

3-2

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Second Amendment to Professional Services Agreement between the County of Riverside and Huron Consulting Services, LLC for implementation of the Supply Chain Operations and Structure Improvement Assessment relating to the Countywide Procurement Process – (All) (Total Cost \$148,800) (Purchasing Department Budget)
DATE: August 19, 2014
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

On November 5, 2013, item 3-10, the Board approved the agreement with Huron Consulting Services, LLC (Huron) to implement the hospital financial performance and health system strategic plan programs. In support of this process, Huron has proposed to review the Countywide procurement procedures, practices and the organizational structure that supports it. The goal of this review is to provide recommendations to improve efficiencies with Countywide procurement and increase savings to the County. It is expected that the review and recommendations will take approximately 90 days. The Purchasing Department will be the lead for this amendment and coordinate directly with the Executive Office.

Impact on Citizens and Businesses

The Purchasing Department supports County Departments and Agencies who, in turn, provide services to the citizens. The Department is tasked with getting the best value consistent with the needs of those departments while ensuring fair and equal opportunity to all vendors. While there is no direct impact on the citizens and businesses, a more efficient and effective purchasing organization and process benefits the citizens and business by reducing overall costs and streamlining processes.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this amendment is recommended within the Final Budget Recommendations for FY 14/15.

Contract History and Price Reasonableness

On November 5, 2013, the Board approved the master contract with Huron Consulting to improve hospital financial and operational performance and develop the health system strategic planning. This also includes several initiatives to reduce cost in the procurement area. The rates proposed for this amendment are consistent with the rates negotiated in the master contract.

This Copy For Public Distribution

NOTICE: THIS IS A REDACTED VERSION OF THE AMENDMENT. HURON CONSULTING SERVICES LLC CONSIDERES CERTAIN INFORMATION IN THIS DOCUMENT, WHICH HAS BEEN REDACTED, TO BE PROPRIETY AND/OR TRADE SECRET INFORMATION AND NOT SUBJECT TO PUBLIC RELEASE UNDER THE FREEDOM OF INFORMATION ACT AND OR THE CALIFORNIA PUBLIC RECORDS ACT.

AMENDMENT NO. 2
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE AND
HURON CONSULTING SERVICES LLC (D/B/A HURON HEALTHCARE)

The County of Riverside (“COUNTY”) and Huron Consulting Services LLC d/b/a Huron Healthcare (“CONTRACTOR”) entered into a Professional Service Agreement dated November 1, 2013 (“Agreement”) for the Implementation of Hospital Financial Performance Improvement and Health System Strategy Plan.

The parties now agree to amend the Agreement as follows:

1. The effective date of this Amendment No. 2 is September 23, 2014.

2. CONTRACTOR shall provide the additional services related to the Supply Chain Operations and Structure Improvement Assessment as described in Exhibit A-1 for the additional compensation stated in Exhibit B-1. Both of these new exhibits are attached to and incorporated into this Amendment.

3. Section 4.1 shall be amended to include the additional fees described in Exhibit B-1.

(Signature Page Follows.)

The undersigned parties agree to the terms and conditions of the above Amendment. All other terms of the Agreement shall remain unchanged and in effect.

COUNTY OF RIVERSIDE

HURON CONSULTING SERVICES LLC

By: _____

DocuSigned by:
Curt B. Whelan
BY: 8A5F3D8859D14EF...

Name: _____

Name: Curt B. Whelan

Title: _____

Title: Managing Director – Healthcare Sales

Dated: _____

Dated: 9/15/2014

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS DATE 9/15/14

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

EXHIBIT A-1
to Amendment No. 2

CONTRACTOR SCOPE OF WORK REQUIREMENTS FOR THE COUNTY

This Exhibit A-1 outlines the scope and approach of the additional services Huron will perform for the County related to the Supply Chain Operations and Structure Improvement Assessment.

CONTRACTOR will conduct an operational assessment of the COUNTY's supply chain and structure for Purchasing (the "Project") with the objective of identifying opportunities for performance improvement, including organizational, structural and process improvements to support and sustain savings, and to prioritize and provide a roadmap and timeline for the implementation of the recommended improvements.

The scope of the Project will include all purchasing operations for the COUNTY, including key individuals, position classifications, offices, processes and functions involved in placing supply and services requisitions and purchase orders on behalf of the COUNTY.

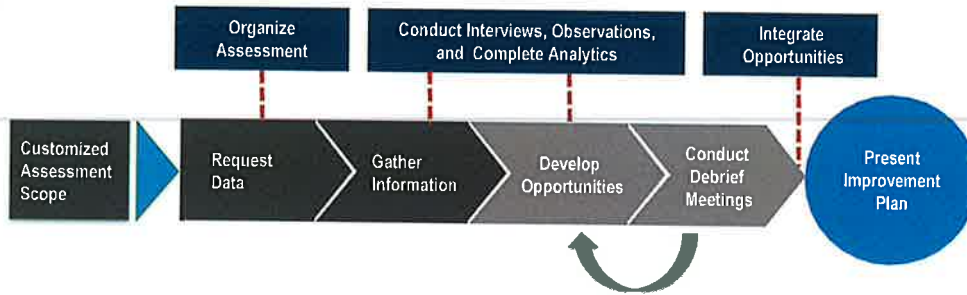
CONTRACTOR's work will be limited to COUNTY departments and entities, as follows:

Agricultural Commissioner	Animal Control	Assessor Clerk-Recorder
Auditor-Controller	Board of Supervisors	Child Support Services
Clerk of the Board	Community Action	County Counsel
District Attorney's Office	Economic Development Agency/Environmental Health	Fire Department
Facilities Management	First Five (Part of DPSS)	Information Technology
Flood Control	Human Resources	Parks & Open Space District
Mental Health	Office on Aging	Public Health
Probation	Public Defender	Registrar of Voters
Public Social Services	Purchasing and Fleet Services	Transport. & Land Mgt Agency
Sheriff/Coroner	RCRMC	Waste Management
Treasurer-Tax Collector	Veteran's Services Office	

The COUNTY may exclude a department(s) from the list above from the scope of the Project at the time of CONTRACTOR's data request submission.

Project Approach and Deliverables

CONTRACTOR's approach for the Project is detailed below:



CONTRACTOR will assess the Purchasing Department and purchasing function of the COUNTY in the areas of organizational structure/staffing, process, and cost efficiency in order to identify improvement opportunities. As part of the review and assessment, CONTRACTOR will be familiar with the California Government Code, the California Public Contract Code, County ordinances and policies, as well as other laws and regulations applicable to the Project, all of which will be provided to Huron by County for review. Specifically, CONTRACTOR will assess the COUNTY's supply chain in the following areas: sourcing, staffing, organizational structure, contracting, procurement, distribution and value analysis. CONTRACTOR will review the COUNTY's overall vision/strategy, organizational structure, staffing levels and skills, processes, and enabling technology. In addition, CONTRACTOR will assess how the COUNTY's performance compares with similar government agencies.

CONTRACTOR's mapping of the current state situation and identification of performance gaps from leading practices will be produced by conducting process observations, stakeholder interviews and also reviewing contracts, purchasing data, internal reports, and IT related components of the purchasing process. CONTRACTOR's operations specialists will utilize this information to identify discrete improvement opportunities, taking into consideration the COUNTY's geographic spread, workforce collective bargaining agreements and potential contractual restrictions, and other factors.

CONTRACTOR will review its findings and recommended improvement opportunities with the COUNTY's key stakeholders to ensure that each improvement opportunity is deemed by the COUNTY to be feasible and aligned with the COUNTY's overall goals. For each identified opportunity, CONTRACTOR will develop an implementation roadmap laying out the key steps required to implement the proposed improvements.

CONTRACTOR will work with the COUNTY executive leadership to identify initiative prioritization criteria by which each savings opportunity will be screened. The screening criteria will be customized to each situation, and may include: time to implement, initiative synergies, dependencies or sequencing issues, or initiative complexity. Initiative prioritization will focus on the procurement function of the COUNTY, its current organization, recommendations to organization and staffing structure, use of electronic data systems for procurement and contract timelines.

CONTRACTOR and the COUNTY will collaboratively assign a priority to each initiative based on specified prioritization criteria. The outcome of the screening and prioritization process will be a master implementation plan of quantified initiatives that is aligned with the COUNTY's organizational goals.

At the conclusion of the assessment, CONTRACTOR will present its findings of the procurement function, recommendations for improvement and staffing, and master implementation plan to the COUNTY's senior leadership.

Deliverables

CONTRACTOR will provide written recommendations for the following:

1. The Purchasing Department's organizational structure for the procurement process, including the level of staffing and related job classifications;
2. The purchasing-related positions located within other COUNTY departments and if this is the most feasible and efficient distribution of procurement positions;
3. Processes and Information Systems used within the procurement process and related areas for improvement;
4. Changes to the COUNTY's procurement process to reduce costs, cycle time, and enhance efficiencies within the confines of the law; and
5. New long term vision/strategic plan.

Assessment area activities and deliverables include:

	Due Dates*	Activities and Deliverables
1	Oct. 10, 2014	• Vision and Strategy – Review documentation of vision and goals providing strategic direction for the organization to achieve the COUNTY's overall mission.
2	Oct. 10, 2014	• Develop an understanding of the COUNTY's current Purchasing functions, both centralized and distributed.
3	Oct. 10, 2014	• Organization Structure/ Staffing – Assess roles and responsibilities, reporting and alignment that reflect the organization's current resources.
4	Oct. 17, 2014	• People – Evaluate staffing levels, training and capability in the Purchasing area to execute and deliver services.
5	Oct. 17, 2014	• Process – Map workflow of key supply chain functions used to deliver services to key customers and end-users.
6	Oct. 17, 2014	• Technology – Assess technology utilized to support the Purchasing area in delivery of services across all key COUNTY functional areas.
7	Oct. 21, 2014	• Performance Metrics – Analyze key supply chain and purchasing metrics to measure performance efficiency.
8	Oct. 24, 2014	• Identify and process-map current core contracting and purchasing processes to identify work bottlenecks, unnecessary hand-offs and inefficiencies, along with recommendations on potential opportunities for improvement.
9	Oct. 24, 2014	• Identify current staffing and purchase process involvement in all relevant, in-scope departments to identify workload constraints and develop a recommended

		purchasing organization structure.
10	Oct. 20, 2014	• Identify and quantify discrete improvement opportunities.
11	Oct. 31, 2014	• Work with COUNTY executives and stakeholders to prioritize the improvement initiative and develop a master implementation plan.
12	Nov. 7, 2014	• Present findings, recommendations and master implementation plan to the COUNTY's senior leadership.

*The due dates provided in the table above are based on an anticipated timeline to complete the Project. These dates may be adjusted depending on the parties' ability to obtain data required for the Project.

Other

The COUNTY will designate one member of its senior management team to be the Executive Sponsor for this Project. This individual will be responsible for the Project and should have the organizational authority to assemble and guide the necessary resources within the organization to ensure satisfactory support of the Project.

The COUNTY may wish to establish a Project Steering Committee to oversee the Project. The CONTRACTOR will work with leadership to determine the appropriate configuration for the COUNTY, if desired. At the start of the Project, CONTRACTOR will conduct a kick-off meeting with the Steering Committee, if applicable, to review the Project approach, methodology and timetable.

CONTRACTOR may use subcontractors to assist in Project activities.

CONTRACTOR will not be auditing any financial statements or performing attest procedures with respect to information in conjunction with this Project. CONTRACTOR's services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.

CONTRACTOR's objective is to complete the assessment in an efficient manner, mindful of the time and effort required from the COUNTY's organization to conduct the review. To help maximize the value of the Project to the COUNTY and to keep the Project moving on schedule, CONTRACTOR will look to the COUNTY to assist with requests related to conducting the Project and to provide timely access to information, individuals and locations reasonably necessary to the performance of the Project. CONTRACTOR's ability to complete this Project is dependent upon the receipt of data and reports from the COUNTY's appropriate information systems.

Project Schedule and Staffing

Upon execution of the Agreement, CONTRACTOR will work with the COUNTY to confirm the timeline of this Project. The duration of the Project is dependent upon the ability to obtain information from the COUNTY, schedule interviews, coordinate project logistics, etc. on a timely basis. Typically, the time frame to complete a Project of this nature spans approximately five to seven weeks. A large portion of the work can be completed offsite, such as the analysis of data provided by the COUNTY in response to the data request submission, the benchmarking and the development of the final report. Various CONTRACTOR resources will be onsite for multiple weeks throughout the process to conduct data request review sessions, executive and departmental interviews, complete observations, perform data analyses, facilitate any Steering Committee meetings and review preliminary findings with the COUNTY

department leadership. CONTRACTOR will be onsite again at the conclusion of the Project to present the full report to the Steering Committee, if the COUNTY has established a Steering Committee.

Escalation Process

Each party will communicate in a timely manner any concerns regarding performance under the terms of this Exhibit A-1 to the appropriate management personnel of the other party. For CONTRACTOR, the first point of such contact will be the Project Senior Director, the second point of contact will be the Project Managing Director, the third point of contact will be the Managing Director Client Services Executive, and the fourth point of contact will be Executive Vice President, Healthcare Consulting. CONTRACTOR will provide the names and contact information of such individuals upon request by the COUNTY. For the COUNTY, the first point of such contact will be the Purchasing and Fleet Department Director, the second point of contact will be Ed Corser, Chief Financial Officer, and the third point of contact will be George Johnson, Chief Assistant County Executive Officer.

Upon first receiving written notice from a party, the parties' first points of contact shall in good faith and for seven (7) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. In the event the parties' first points of contact are unsuccessful in resolving the concern(s), then the parties' second points of contact shall in good faith and for three (3) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. In the event the parties' second points of contact are unsuccessful in resolving the concern(s), then the parties' third points of contact shall in good faith and for three (3) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. In the event the parties' third first points of contact are unsuccessful in resolving the concern(s), then the parties' fourth points of contact parties shall in good faith and for three five (5) working days attempt to resolve any concerns regarding performance under the terms of this Exhibit A-1. Thereafter, the Disputes provision of the Agreement shall apply to any unresolved issues.

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

EXHIBIT B-1
to Amendment No. 2

PAYMENT PROVISIONS

This Exhibit B-1 outlines the fees and expenses for the additional services related to the Supply Chain Operations and Structure Improvement Assessment that Contractor will provide for the County, as outlined in the foregoing Exhibit A-1 to the Amendment No. 2 of the Professional Services Agreement (the "Agreement"). Any capitalized terms not expressly defined herein shall have the same meaning assigned to them in the Exhibit A-1.

Contractor's fees for the Project consist of Fixed Fees.

Fixed Fees

Based on the scope, approach, deliverables, schedule, and staffing assumptions discussed in the Exhibit A-1, the Fixed Fees for the Project are \$124,000 (the "Fixed Fees"), which will be billed in two (2) installments. The first installment of \$24,000 will be billed upon execution of the Agreement. The second installment of \$100,000 will be billed upon completion of the Project.

The Fixed Fees are detailed as follows:

LEVEL	BUDGETED HOURS	RATE	FEES
MANAGING DIRECTOR			\$19,750
DIRECTOR		\$200	\$52,000
MANAGER		\$180	\$48,600
ASSOCIATE ANALYST		\$110	\$23,650
TOTAL	725		\$124,000

Out of Pocket Expenses

During the course of the Project, Contractor will incur reasonable out-of-pocket expenses ("Expenses") on behalf of the County. Out-of-pocket expenses include items such as coach airfare, ground transportation, lodging, and usual and customary per diems. The County will reimburse Contractor for these reasonable Expenses in addition to the fees earned by Contractor. Expenses are billed at actual. The County shall have the right to review all supporting documentation regarding Expenses. Expenses are estimated at twenty percent (20%) of the total Fixed Fee. In the event Contractor anticipates that it will exceed the estimated Expenses amount, Contractor will first notify the County and the parties will mutually agree on how to adjust the amount (e.g., cutting back on resources/expenses, etc.). Contractor may not exceed the estimated Expenses amount without first reaching a mutual agreement with the County on a revised Expenses dollar amount. Contractor will

not exceed the established rates in the County's Reimbursement for General Travel and Other Actual and Necessary Expenses, Policy D-1, dated February 26, 2013.

Fees and Expense Billing and Payment

The Fixed Fees will be invoiced as described above under the Fixed Fees section. Contractor will bill monthly for Expenses in the month following the month in which they are incurred. All fees and Expenses paid by the County are non-refundable, except as expressly provided for otherwise in Section 23.3 of the Professional Service Agreement. The County will pay all invoices for fees and Expenses when due, which shall be within thirty (30) working days from the date of receipt of the invoice.

Project Termination

In the event of termination for any reason, the County shall pay Contractor: (a) its Fixed Fees through the Termination Date, as defined in the Professional Service Agreement (in the event the Termination Date was before the last day of the month, the Fixed Fee for that month would be prorated according to the calendar days of the month); and (b) reimbursement of all Expenses it incurred through the Termination Date, including non-refundable payments and deposits.

With the exception of the payment amounts outlined above, in the event of termination all other conditions outlined in the Professional Service Agreement will apply, including without limitation those addressing termination.

Project Suspension

In the event that, in the judgment of the County and Contractor, a suspension of Project activity is warranted due to a serious Project issue or other situation, the County or Contractor may suspend the Project activity for a period of up to two weeks upon written notice to the other party, during which period Contractor will be temporarily relieved of its Project obligations (a "Suspension"). No Fixed Fees will be earned by Contractor during the period of the Suspension; however, the overall term of the Project will be extended by the length of the Suspension, and Fixed Fees will be earned by Contractor during the extended term. Any incremental actual out-of-pocket expenses incurred by the Contractor Project team as a result of the Suspension will be paid by the party that initiates the Suspension. Either party may initiate a Project Suspension up to two times during the Project.

Other

The County acknowledges that where out-of-town personnel are assigned to any location on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be one year or more), the associated costs of out-of-town travel and living expenses are compensatory to such personnel. In such cases, the Expenses for which the County shall reimburse Contractor hereunder shall include the income gross-ups required to ensure tax neutrality of Contractor personnel. Contractor shall use reasonable efforts to limit such Expenses, such as effecting Project roll-offs where practical, providing the County with reasonable advance notice of any personnel who will become subject to compensatory Expenses, and providing the County the option to retain such personnel or to accept a substitute. In the event such Expenses are imminent, the

parties will confer and mutually agree regarding whether or not to retain the personnel on the Project, prior to them being subject to compensatory Expenses.

The County will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with Contractor's performance of Services or County's receipt of Contractor's Services or products, excluding taxes on Contractor's income generally.

In the event County fails to timely meet its payment obligations hereunder or as modified by an amendment, Contractor retains the right to: (a) suspend its services until payment is made; (b) terminate the Project pursuant to the applicable termination-for-cause provisions of the Professional Service Agreement; (c) charge interest at the rate of one percent per month from the due date until paid; and (d) pursue all other remedies available at law or in equity. In the event of suspension of the Project, Contractor will not be liable for any resulting loss, damage or expense connected with such suspension.