

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 6/18/15

Departmental Concurrence

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

310



**FROM:** Purchasing and Fleet Services Department

**SUBMITTAL DATE:**  
 June 18, 2015

**SUBJECT:** Approval of the Fifth Amendment to Professional Services Agreement between the County of Riverside and Huron Consulting Services, LLC for Procurement Technology and Enterprise Resource Planning (ERP) Planning Improvements related to the Countywide Procurement Process; All Districts [\$236,000] 100% Purchasing Department Budget

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the Chairman to sign the Fifth Amendment to the Professional Services Agreement between the County of Riverside and Huron Consulting Services LLC in the amount of \$236,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, as approved to form by County Counsel.

**BACKGROUND:**

Summary

On September 30, 2014 (M.O.3-2) the Board of Supervisors approved services with Huron Consulting Services to provide recommendations to improve procurement efficiencies within the county.

*Lisa Brandl*

Lisa Brandl, Director  
 Purchasing and Fleet Serv. Dept

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$ 236,000	\$ 236,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$ 0	

**SOURCE OF FUNDS:** 100% Purchasing Department Budget  
**Budget Adjustment:** No  
**For Fiscal Year:** 15/16

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Ivan M. Chand*

County Executive Office Signature

Ivan M. Chand 6/22/2015

**MINUTES OF THE BOARD OF SUPERVISORS**

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

3-48

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approve and authorize the professional service agreement with Huron Consulting Services for procurement technology planning and improvements in the amount not to exceed \$236,000 without obtaining competition; All Districts [\$236,000] Purchasing Department Budget 100%**

**DATE: June 18, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Huron was engaged with their experience of 200 procurement related engagements providing resources that are experienced in the PeopleSoft financials environment. The engagement with Huron resulted in the identification of various opportunities for improvements in both policies and technologies. Huron's recommendations to policies and procedures are being implemented as recently illustrated by the Board approval of revisions to Ordinance 459 that provided updated authority levels that had not been modified for over 30 years.

This proposal is the second phase relating to procurement efficiencies, which includes assistance with identifying potential technology improvements for contract management, electronic procurement systems and the elimination of duplicative vendor registration through interfaces with PeopleSoft. Huron will provide the technology roadmap to implement their recommendations and will also provide technical staff to assist with the implementation of modifications, in collaboration with Riverside County Information Technology (RCIT) staff, for interfaces with PeopleSoft. This proposal will assist the department to identify the necessary features of an electronic procurement and contract management system. If approved, the timeline for the project will take approximately 12 weeks.

**Impact on Residents and Businesses**

The Purchasing Department supports county departments and agencies through procurement services to meet their operational needs and is tasked with securing the best value for the county while ensuring fair and equal opportunity to all vendors. While there is no direct impact to the citizens and businesses, more efficient and effective purchasing processes and technologies benefits the citizens and businesses by reducing overall administrative costs and streamlining processes.

**SUPPLEMENTAL:**

**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. The rates proposed for this engagement are consistent with previous provided rates. Huron has expertise and experience working with the county towards hospital efficiencies with much success. Their knowledge and resources will assist the Purchasing Department and stakeholder departments to identify and implement further efficiencies, as well as provide a comprehensive technological plan regarding contract management and electronic procurement systems.

**AMENDMENT No. 5**

**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"), as amended, 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. 5 is July 1, 2015.
2. CONTRACTOR shall provide the additional services related to the Procurement Technology and ERP Planning Improvements as described in Exhibit A for the additional compensation stated in Exhibit B. 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.

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

COUNTY OF RIVERSIDE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

HURON CONSULTING SERVICES LLC

By: DocuSigned by:  
Curt B. Whelan  
BA6F3D8858D14EF..

Name: Curt B. Whelan

Title: Managing Director – Healthcare Sales

Date Signed: 6/18/2015

FORM APPROVED COUNTY COUNSEL

BY: Neel R. Kipnis DATE: 6/18/15

County of Riverside ("COUNTY")/  
Huron Consulting Services LLC d/b/a Huron Healthcare ("CONTRACTOR")  
Procurement Technology and ERP Planning Improvements

**EXHIBIT A**  
**To Amendment No. 5**

**CONTRACTOR SCOPE OF WORK REQUIREMENTS FOR THE COUNTY**

This Exhibit A outlines the scope and approach of the additional services CONTRACTOR will perform for the COUNTY related to its Procurement Technology and ERP Planning Improvements.

**CONTRACTOR shall provide:**

- A procurement technology roadmap that will assist the COUNTY to generate efficiencies to its countywide procurement activities utilizing existing systems where possible.
- Design and perform technical specific triage activities and configurations as needed to address current PeopleSoft performance issues and areas of remediation as identified in CONTRACTOR's previous Procurement Assessment.
- Coordinate the selection and implementation planning activities for a contract management system and interface that will, at a minimum:
  - Provide for a central repository of COUNTY contracts
  - Provide notification for contract renewals
  - Track vendor insurance and provide for expiration notifications
  - Provide e-signature
  - Provide robust reporting by vendor, commodity codes, spend, etc.
  - Provide for one point of entry for all vendor registration
  - Develop necessary interfaces with PeopleSoft

Services will be performed in two work streams, consisting of the following activities (Sections 1 and 2):

**1. Functional Work Stream**

**1.1. Procurement Technology Roadmap**

- 1.1.1. CONTRACTOR will build a technology roadmap to compare current and potential PeopleSoft modules and to understand the range of complementary solutions, including other available systems that will provide value to the COUNTY's procurement operations.
- 1.1.2. As part of this activity, CONTRACTOR will engage the COUNTY Purchasing Department and the Riverside County Information Technology ("RCIT") in such

a review to provide a comprehensive view of the process and opportunities, along with enabling technology.

- 1.1.3. Building upon the foundations of the CONTRACTOR's Procurement Assessment, the road-map will expand the niche options intended to improve the effectiveness of PeopleSoft in the short-term, and illustrate how a combination of PeopleSoft modules and functionality, along-side supporting technologies, should be implemented to achieve an integrated and effective procurement technology model.
- 1.1.4. The roadmap will lay out the steps to be taken to implement a contract management system, interfaces for vendor registration, sourcing, and e-signature.
- 1.1.5. CONTRACTOR will establish high-level requirements, and facilitate demonstrations with identified vendors to establish a fundamental understanding of their capabilities and potential contracting mechanism that can be leveraged for purchasing such a solution.

1.1.6 **Deliverable(s):** Procurement Technology Roadmap.

CONTRACTOR'S deliverables include:

- a) A fit gap analysis and outline of vendor registration, eProcurement, e-signature and contract management business requirements
- b) Roadmap that identifies required interfaces between PeopleSoft and a contract management solution including vendor registration, contract management life-cycle, sourcing, and e-signature.

## 2. Technical Work Stream

### 2.1. Develop and Execute a Short-term Coordination Plan

- 2.1.1. Establish a team to provide direct collaboration and coordination between functional subject matter experts and technical resources involved in troubleshooting outstanding PeopleSoft issues directly related to e-procurement, contracts, and vendor registration modules.

2.1.2. **Deliverable(s):**

Technical & Functional Coordination Plan consisting of a communication template, including 'rules of engagement' documentation, establishing general service level agreements, practices to support effective technical triage and knowledge capture. This deliverable will also document specific guidance for functional procurement staff to properly utilize PeopleSoft and other systems for procurement contracts, requisitions, and purchase orders based on contracts, and vendor registration.

### 2.2. Implement Contract Item Upload Functionality

- 2.2.1. CONTRACTOR's technical experts will create a technical design document for "Contract Item Upload" and will perform the system configuration to enable this functionality. CONTRACTOR will share expertise with RCIT to assist RCIT to understand these interfaces for ongoing administration and maintenance.

CONTRACTOR will provide specific instruction to RCIT developers to assist them to configure and adjust the delivered interface to address COUNTY needs if there are any identified technical issues.

2.2.2. CONTRACTOR will work with the COUNTY's Purchasing department and RCIT to define mandatory data needs (part numbers, descriptions, pricing, contract number, etc.) that drive best-practice utilization of PeopleSoft Item Master and Procurement Contracts, and create a user guide that outlines proper usage and common issues.

2.2.3. CONTRACTOR will provide advisory services in this area to fully document the potential Microsoft Excel-based component interface process and utilization of Item Loader to provide a foundation for items to be used with Procurement Contracts. CONTRACTOR will engage RCIT and other stakeholders to provide the training to implement this functionality.

**2.2.4. Deliverable(s):**

2.2.4.1. Contract Item Upload design document, including configuration and migration to Production tasks. This includes a Microsoft Excel-based interface spreadsheet to assist Purchasing staff in the bulk loading of multiple contract items, a business process document outlining proper loading and maintenance of items

2.2.4.2. Item Loader and Contracts upload configured in PeopleSoft Test.. using delivered PeopleSoft and component interface functionality.

2.2.4.3. Contract item usage query to support future sourcing efforts.

**2.3. Implement Purchase Order Improvements and Signature Setup**

2.3.1. CONTRACTOR will analyze and document the activities needed to set up the delivered PeopleSoft functionality for buyer signatures to be associated with their "Buyer Setup." CONTRACTOR will work with Purchasing's leadership to identify a pilot group of users to set up with signatures.

2.3.2. CONTRACTOR will provide a framework document that clearly explains the activities needed to configure the PO approval and batch processes for automated email dispatch.

**2.3.3. Deliverable(s):**

2.3.3.1. PO Signature Setup Guide to support ongoing configuration and administration of this functionality by RCIT.

2.3.3.2. CONTRACTOR will configure all Procurement Contract Specialists (PCS), Purchasing Department Buyers and a mutually agreed upon number of COUNTY buyers with signatures in the PeopleSoft Production environment.

**2.4. Vendor Interface Subject Matter Expertise**

2.4.1. Develop a high-level technical framework document to support a single-point of integration or vendor management with the Public Purchase solution and PeopleSoft financials.

2.4.2. Provide summary timeline to accomplish this future activity.

**2.4.3. Deliverable(s):**

2.4.3.1. Vendor Interface Technical Framework including recommended design for XML and PeopleSoft IB-based integration for vendor creation and updates.

This deliverable includes schema, insights and findings related to potential gap, and best practice advisory for performing this interface in the future.

## **2.5. Monitor PO Creation Performance**

2.5.1. CONTRACTOR understands that the COUNTY has implemented some remedial fixes to address Purchase Order budget check and dispatch processes. To support the COUNTY's RCIT/PeopleSoft resources, CONTRACTOR will provide performance monitoring for processes identified as core performance issues during the Procurement Assessment. If needed, this activity would consist of benchmarking processing times of various transactions and transaction volumes, and if necessary, validating Commitment Control configuration and then evaluating the impact of various fixes applied by the PeopleSoft DBA and/or Developer on the processing times of those transactions.

## **2.6 Modifications to Scope**

2.6.1 This Exhibit A may be amended or modified only in writing and signed by both parties. Modifications may be made to scope if both CONTRACTOR and COUNTY are in agreement and the modifications stay within the existing Fixed Fees as listed in Exhibit B.

## **3. COUNTY RESPONSIBILITIES**

In connection with CONTRACTOR's provision of services, the COUNTY will be responsible to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below:

- a) COUNTY will designate an employee or employees within COUNTY management who will make or obtain all management decisions with respect to this engagement on a timely basis.
- b) The COUNTY will task an individual or individuals in each of the Purchasing & Fleet Management, Auditor Controller's Office and RCIT departments to assist with the coordination of necessary activities with each department to complete the scope of work described in this statement of work.
- c) The COUNTY will provide CONTRACTOR resources with developer / system analyst level access to PeopleSoft and related applications, including but not limited to query manager, PeopleTools, application designer, related databases and query tools, and the PeopleSoft financials application.
- d) COUNTY also agrees to ensure that all assumptions set forth are accurate and to provide CONTRACTOR information that the CONTRACTOR can rely on to be accurate and complete. COUNTY also agrees to cause all levels of COUNTY employees to cooperate fully and timely. CONTRACTOR will be entitled to rely on all of COUNTY decisions and approvals.
- e) To help maximize the value of CONTRACTOR's work with the COUNTY and to keep the Project moving on schedule, COUNTY agrees to comply with all of

CONTRACTOR's reasonable requests and to provide timely access to all information necessary in the CONTRACTOR's performance of the services.

**4. PROJECT TEAM**

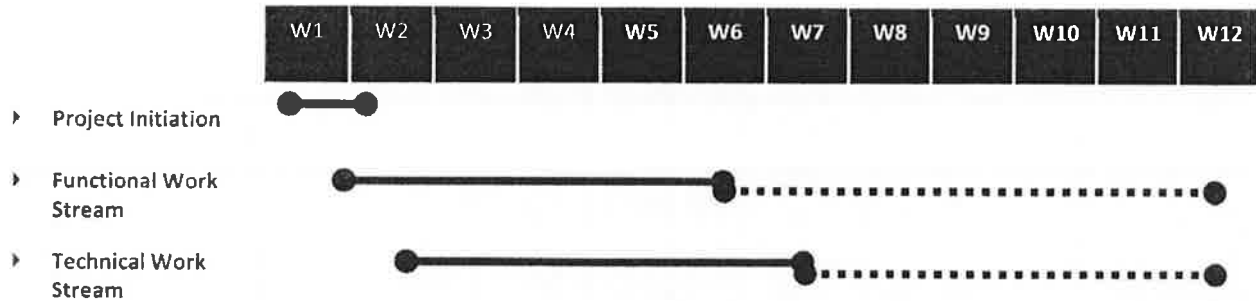
CONTRACTOR certifies that its team has the experience and expertise regarding PeopleSoft related procurement and interface capabilities. CONTRACTOR's team listed below will work specifically on this engagement; the expertise of the CONTRACTOR team will be engaged to support the COUNTY in this effort:

- a) **Mike Cadwell, Managing Director**, will provide guidance and have overall responsibility for the engagement.
- b) **Derek Smith, Managing Director**, will provide subject matter expertise, and quality assurance for the build-out of the procurement technology road-map.
- c) **Jens Brown, Director**, will provide day-to-day engagement management, facilitate interviews, provide subject matter expertise for the technology road-map and develop the Project deliverables. Depending on the Project start date, this role will be filled by either Jens Brown or another experienced resource.
- d) **David Iafrate, Manager** will head the technical effort, providing PeopleSoft subject matter expertise for specific technology issue review, module configuration choices, and system triage. Depending on the Project start date, this role will be filled by either David Iafrate or another experienced resource.

County shall have the right to approve contractor staff assigned to this project, which approval shall not be unreasonably withheld.

**5. PROJECT TIMELINE**

CONTRACTOR estimates a Project timeline of approximately twelve (12) weeks, with an initial month of full-time engagement on-site, followed by mix of on-site and off-site activities. CONTRACTOR and COUNTY will coordinate on the best time to initiate this engagement, to ensure that the proper COUNTY resources are available.



**6. GENERAL**

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.



Escalation Process

Each party will communicate in a timely manner any concerns regarding performance under the terms of this Exhibit A 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 Lisa Brandl, Director Purchasing and Fleet Services, the second point of contact will be Teresa Summers, Assistant Director Purchasing and Fleet Services, and the third point of contact will be Lisa Boerner, Purchasing Manager.

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. In the event the parties' first points of contact are unsuccessful are 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. In the event the parties' second points of contact are unsuccessful are 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. In the event the parties' third first points of contact are unsuccessful are 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. Thereafter, the Disputes provision of the Agreement shall apply to any unresolved issues.

**Exhibit B**  
To Amendment No. 5

**PAYMENT PROVISIONS**

This Exhibit B outlines the fees and expenses for the additional services related to the Procurement Technology and ERP Planning Improvements, as outlined in the foregoing Exhibit A to the Amendment No. 5 of the Professional Services Agreement (the "Agreement"). Any capitalized terms not expressly defined herein shall have the same meaning assigned to the in the Exhibit A.

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

**Fixed Fees**

Based on the scope, approach, deliverables, schedule, and staffing discussed in Exhibit A, the fees for this Project are \$200,000 ("Fixed Fees"), which will be billed in four (4) equal monthly installments of \$50,000 for each of the four months the Project.

**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 eighteen (18%) 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 Expense 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 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 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 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 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.