



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



ITEM: 15.1
(ID # 18613)

MEETING DATE:
Tuesday, April 05, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and Approve the Master Professional Services Agreement with Centric Consulting, LLC to provide Kronos Optimization Consulting Services Without Seeking Competitive Bids for One Year, All Districts. [\$79,550 Total Cost, Up to \$7,955 in Additional Compensation] 100% Hospital Enterprise Fund 40050

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Master Professional Services Agreement with Centric Consulting, LLC to provide Kronos Optimization Consulting Services without seeking competitive bids in the amount of \$79,550 through June 30, 2022; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement


ACTION:Policy


 J. Cruikshank Chief Executive Officer – Health System 3/24/2022

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
 Nays: None
 Absent: None
 Date: April 5, 2022
 xc: RUHS-MC

Kecia R. Harper
 Clerk of the Board
 By: 
 Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$79,550	\$0	\$79,550	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Over the course of the past 3.5 years, Riverside University Health System – Medical Center (RUHS-MC) has implemented Kronos Workforce Central (timekeeping), Workforce Scheduler Extensions for HealthCare, Workforce Analytics, and Acuity Metrics linked to Scheduler. Kronos interfaces with the County Enterprise Payroll system, PeopleSoft and other enterprise systems identified during the initial implementation.

In order to analyze whether it is using Kronos to its fullest potential, RUHS-MC is requesting an impartial assessment. Kronos Timekeeping and Labor Management system is a proprietary software with limited second party providers who are authorized to work on the system.

RUHS-MC requires this unique approach due to the diversity and complexity of the Kronos Labor Management system. IT technology platforms and enterprise applications are large investments. To determine that RUHS is receiving the greatest utilization and cost benefits of these investments, an independent assessment is needed to inform business decisions.

The benefits to be gained will be optimization, increase in compliance, decrease, or eliminate potential loss of revenue, and improve operations among end-users who interact with the system.

Impact on Residents and Businesses

There is no direct impact on residents or businesses.

Additional Fiscal Information

There are sufficient funds in the Department’s budget for FY 21/22 budget and no additional County funds are required.

Contract History and Price Reasonableness

On September 22, 2015, # 3.33, the Board of Supervisors approved a motion for the \$2,916,508 purchase of Kronos, an automated timekeeping system and associated analytics for RUHS-

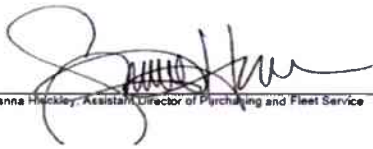
**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

MC. The purchase included licensing of the cloud-based system, professional services, physical hardware (Time Collection Devices/TCD's) and 5 years of maintenance associated with the Kronos solution.

The Kronos Timekeeping and Labor Management system is a proprietary software with limited second party providers who are authorized to work on the system. Centric Consulting, LLC is one of the approved vendors authorized to evaluate the Kronos system. Workforce Insight, Cognizant, Ankara, HealthNET, Hybridge Solutions, Centric Consulting, LLC, and FTI Consulting were the other vendors evaluated for this engagement and same as Centric Consulting, LLC, were identified by Kronos as licensed vendors allowed to access the Kronos system and contain the subject matter expertise to perform the requested assessment.

After identifying eligible vendors, the IS Department conducted a comparative analysis to determine which vendors offered the business solutions and enterprise experience to meet RUHS IS business and technical needs for this task. After careful consideration, Centric Consulting was identified as the most qualified and expert provider for the requested service.

**ATTACHMENTS: MASTER PROFESSIONAL SERVICES AGREEMENT WITH
 CENTRIC CONSULTING, LLC
 SOLE/SINGLE SOURCE JUSTIFICATION #22-073**


Suzanna Hensley, Assistant Director of Purchasing and Fleet Service

3/25/2022


Jacqueline Ruiz, Sr. Management Analyst

3/29/2022


Cynthia M. Goral, Chief Deputy County Counsel

3/25/2022

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into effective the 11th day of November, 2021, by and between the County of Riverside on behalf of the Riverside University Health System, 26520 Cactus Avenue, Moreno Valley, California ("Client"), and Centric Consulting, LLC ("Company").

WHEREAS, Company is in the business of providing professional computer consulting services; and

WHEREAS, Client desires to utilize the professional services of Company.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Company and Client agree to the following terms and conditions:

1. Professional Services. From time to time, Client may make a request of Company for a person or persons with certain technical and professional skills to perform professional consulting services as required by Client. In response to any such request from Client, Company shall make good faith efforts to identify and assign appropriate personnel with such skills to perform such services under this Agreement. Company shall provide to Client the services specified in one or more exhibits to this Agreement (in the form of one or more "Statements of Work" signed by both parties) each of which shall be attached hereto and made a part hereof, from time to time, upon execution of one or more Statements of Work by the parties during the term of this Agreement. The inadvertent failure of the parties to attach a duly executed Statement of Work, shall not prevent the Statement of Work from becoming a part of this Agreement, and any such Statement of Work shall be deemed incorporated herein by reference, the same as if attached hereto. In the event of a conflict between any terms of this Agreement and a Statement of Work, the terms of the Statement of Work shall control.

2. Term for Services. Unless otherwise specifically agreed to by the parties hereto, in Section 11 of this Agreement, the contemplated term of service of any particular Company personnel and the general nature of the services to be provided by the Company personnel shall be set forth in a Statement of Work. Company will make good faith efforts to identify and assign Company personnel who have the technical and professional skills required by Client, are able to provide the kinds of services desired by Client, and who can provide such services for the term set forth in the applicable Statement of Work.

3. Compensation.

(a) Client shall compensate Company for the provision of such Company personnel and professional services at the rates agreed to by Client and Company, as set forth in the particular Statement of Work applicable to the personnel to be provided and professional services to be performed. The estimated fees for all Statements of Work will not exceed seventy-nine thousand five hundred and fifty dollars (\$79,550.00).

(b) Company shall submit invoices to Client monthly, for services rendered during the preceding month. Client agrees to pay such invoices within thirty (30) days after receipt of invoice. All

invoices unpaid after fifteen (15) days after receipt by Client shall incur interest at the rate of one percent (1%) per month, prorated for partial months, on the unpaid balance until paid. In the event Company engages legal counsel for the purpose of collecting past due amounts owed Company for compensation and expenses,

(c) Each monthly invoice shall reference this Agreement and the applicable Statement of Work and shall be transmitted to Client pursuant to invoice transmission instructions Client shall provide to Company from time to time. Each monthly invoice shall include the name of the Company personnel performing the professional services and applicable Statement of Work, personnel billing rate, amount billed, time period for hours billed, total hours billed for services performed in the period, and itemized pre-authorized expenses.

(d) Except as set forth in the applicable Statement of Work, Client shall be responsible for payment of all out-of-pocket expenses incurred by Company in the performance of services hereunder.

(e) The scheduling of vacation time for Company personnel performing professional services pursuant to a particular Statement of Work shall require the prior consent of Client and Client shall not pay any fees for vacation time.

(f) The Client obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Client funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the Client shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Client shall immediately notify Company in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Independent Contractor. It is understood and agreed that Company shall perform the services as an Independent Contractor. Company and its personnel shall not be considered to be employees of Client for any purpose whatsoever. Company shall be solely responsible for the arrangement and payment of all benefits, including any worker's compensation benefits, and employment taxes or any similar tax or benefit which is generally associated with the relationship between an employer and its employee and which is required by any local, state, federal or provincial law, ordinance or regulation. Client shall have no liability or responsibility whatsoever for the withholding, collection or payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Company personnel.

5. Confidential Information.

(a) During the course of performance of this Agreement and/or any Statements of Work the parties attach hereto, Company and Client and their respective personnel may have access to the other party's Confidential Information. "Confidential Information" includes, but is not limited to, technical information, software, client lists, pricing policies, marketing data, business plans, research and development activities, and any other proprietary information that affords or may afford the disclosing party a competitive advantage in the marketplace. Company and Client hereby agree not to use or disclose to any third party any Confidential Information unless such use or disclosure is authorized by the disclosing party or required by law, including the California Public Records Act. Each party shall protect the confidentiality of the Confidential Information in the same manner that it protects its own confidential information of similar kind or nature. In the event a request for Confidential Information is made pursuant

to the California Public Records Act, Client will immediately notify Company and Company may seek a legal order to prevent disclosure.

(b) Nothing in this Agreement shall restrict either party's use of Confidential Information (a) that is or becomes publicly available through no breach of this Agreement or any Statement of Work attached hereto; (b) that is independently developed by it; (c) that is previously known to it without obligation of confidence; or (d) that is acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, each of which shall be excluded from the definition of "Confidential Information" for purposes of this Agreement. In the event either party receives a subpoena or other valid administrative or judicial process or order, requesting or requiring Confidential Information of the other party, the recipient shall promptly notify the other party of such receipt and may, thereafter, comply with such subpoena, process or order to the extent obligated by law. All Confidential Information made available to a party, or its personnel, by the other party, including copies thereof, shall be returned or destroyed (if so directed by the disclosing party) to the party upon the first to occur of (a) termination of this Agreement or (b) request of the party disclosing the Confidential Information during the term of this Agreement; however, nothing contained herein shall require a party to destroy information, a party may be legally obligated to preserve or retain to comply with any federal, state, or local law, ordinance or regulation.

6. Insurance. Without limiting or diminishing the Company's obligation to indemnify or hold the Client harmless, During the term of this Agreement, the Company shall maintain, in full force and effect, insurance as follows:

(a) Professional Errors and Omissions Insurance with a minimum limit not less than one million dollars (\$1,000,000.00) per claim/two million (\$2,000,000.00) aggregate; and

(b) Comprehensive General Liability Insurance with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, to any one person, and one million dollars (\$1,000,000.00) on account of any one occurrence and one million dollars (\$1,000,000.00) for each occurrence of property damage; and

(c) Worker's Compensation Coverage in the state where the work is being performed for its personnel providing services pursuant to this Agreement and any applicable Statement of Work. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

Company shall, promptly following request, provide Client with a Certificate of Insurance evidencing such coverage.

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Client Risk Manager. If the Client's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Company must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Client Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the CLIENT, and at the election of the Client's Risk Manager, Company's carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the CLIENT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Company shall cause CONTRACTOR'S insurance carrier(s) to furnish the Client of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Client Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Client of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Client of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Company shall not commence operations until the CLIENT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the Company's insurance shall be construed as primary insurance, and the CLIENT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the CLIENT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Client Risk Manager's reasonable judgment, the amount or type of insurance carried by the Company has become inadequate.

6) Company shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the CLIENT.

8) Company agrees to notify CLIENT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. Indemnification.

(a) Company shall indemnify and save harmless Client and its directors, officers, managers, equity owners, Board of Supervisors, elected and appoint officials, members, employees, and agents from and against all claims, losses, damages, costs (including reasonable attorneys' fees), actions, and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to (a) any claim of copyright, or similar infringement based on Company's services or the deliverables provided to Client under a Statement of Work or (b) any injury to persons (including death) or property arising from any willful acts, omissions or negligence of Company.

(b) Client shall indemnify and save harmless Company, its directors, officers, managers, , Board of Supervisors, elected and appoint officials equity owners, members, employees, and agents from and against all claims, losses, damages, costs, (including reasonable attorneys' fees), actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to (a) any claim of copyright, patent, or similar infringement based on any material owned or provided to Company by Client or (b) any injury, infringement or damage arising from any willful acts, omissions or negligence of Client in connection with the performance of this Agreement.

(c) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Company's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. License to Deliverables. Subject to Client making all payments due hereunder, Company hereby grants Client a perpetual, worldwide, non-exclusive, transferable, royalty-free license to use and create derivative works from the deliverables of Company provided hereunder.

9. Warranty. Client shall promptly and diligently respond to requests for information from Company and its personnel, and further, acknowledges that the Company's ability to render quality professional services is dependent on the accuracy of information provided by Client to Company and its personnel. Company warrants that all services and deliverables developed by Company will perform in accordance with the specifications set forth in the applicable Statement of Work for a period of sixty (60) days after delivery to Client. Company does not warrant that the operation or use of the deliverables will be uninterrupted or error-free. Further, Company does not warrant any material owned or provided to Company by Client or any other third-party materials, which may be required under a Statement of Work (e.g. third-party licensed software). COMPANY EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. COMPANY SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR FAILURE OF ANY DELIVERABLE PROVIDED HEREUNDER TO PERFORM IN ACCORDANCE WITH THE APPLICABLE SPECIFICATION, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY COMPANY. COMPANY LIABILITY, IF ANY, ON ANY CLAIM FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT WHICH HAS BEEN PAID TO COMPANY BY CLIENT PURSUANT TO THE STATEMENT OF WORK IN DISPUTE. NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY TO THE CLIENT.

Company shall be liable for any direct and consequential damages when a data breach has arisen out of the Company's gross negligence or intentional misconduct.

11. Termination.

This Agreement will last for period of six (6) months from Scope of Work kick-off unless terminated earlier per the terms included herein.

- (a) Either party may, upon giving fourteen (14) days written notice identifying specifically the basis for such notice, terminate this Agreement or any Statement of Work attached to this Agreement for breach of a material term or condition of this Agreement, provided the breaching party shall not have cured such breach within a fourteen (14) day advance notice period.
- (b) Company's failure to meet the available commitments in this agreement on three separate occasions during a two month period will be a material breach of this agreement.
- (c) Either party may at any time and without cause terminate this Agreement or any Statement of Work attached to this Agreement upon giving thirty (30) days written notice to the other party.
- (d) In the event this Agreement or any Statement of Work attached to this Agreement is terminated, Company shall be entitled to payment of all fees and reimbursement of all expenses as provided in paragraph 4, with respect to all services performed prior to the effective date of termination.
- (e) Upon termination of this Agreement and/or any applicable Statement of Work, for any reason, Company will cease all activity in the performance of this Agreement and/or any applicable Statement of Work, consistent with the scope of the termination, except as necessary to protect and preserve data and materials in possession or control of Company in which Client has an interest.
- (f) Upon termination of this Agreement or any Statement of Work by either party, each party shall promptly return to the other party all data, materials and other properties of the other party that are held by it, consistent with the scope of the termination.

12. Non-Solicitation. Client agrees not to, directly or indirectly, solicit for its employment, hire, or to otherwise engage Company personnel, as its own employee or in any other capacity, for the performance of services or tasks of any kind for Client during the term of this Agreement and for a period of one (1) year after the termination of this Agreement.

13. Notice. Any notice required or permitted to be given or delivered to any party under this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom it was intended, or three (3) days following deposit of same into the United State Mail (certified mail, return receipt requested or First Class Postage pre-paid), addressed to such party at the address set forth below. The Parties consent to notice by email when appropriate, with a written notice to follow. The email notice will be deemed effective three (3) days after its is sent. Either party may designate a different address by notice to the other party given in accordance herewith, whereupon the new address specified in such notice shall be the address of such party for all purposes herein, until further changed.

To Company:

Centric Consulting, LLC
Attention: James Schaller, Chief Financial Officer
1215 Lyons Rd Bldg F
Dayton, OH 45458-1828
Email:

To Client:

Riverside University Health System – Medical Center
Attention: Tura Morice, CIO
14375 Nason Street
Moreno Valley, CA 92555
Email: t.morice@ruhealth.org

14. Assignment. Neither party shall assign its rights or interest in this Agreement, including any Statement of Work attached hereto, without the prior written consent of the other party. Any assignment, without consent, shall be deemed void and wholly invalid. Notwithstanding the foregoing, Company shall have the right to use subcontractors, provided that Company shall be responsible for any such subcontractor's work.

15. Amendments/Modifications. No change, amendment, or modification of this Agreement shall be valid unless it is in writing and signed by each party. This Agreement contains the entire understanding of the parties thereto with respect to the matters contained therein and supersede all prior agreements and understandings between the parties with respect to the subject matter thereof and do not require parole or extrinsic evidence in order to reflect the intent of the parties. This Agreement and the exhibits and SOWs hereto contain the complete agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the parties hereto. All negotiations among or between any of the parties hereto are superseded by this Agreement, and there are no representations, warranties, promises, understandings or agreements, oral or written, in relation to the subject matter hereof among or between any of the parties hereto other than those expressly set forth or expressly incorporated herein.

16. Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not effect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. Force Majeure. Each party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to acts of God, acts of war, civil disorders or similar acts or any other cause beyond its reasonable control. The party invoking the provisions of this section shall give the other party prompt notice in writing of the occurrence of any such cause.

18. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

19. Governing Law/Venue/Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Further, both parties agree to submit to the exclusive jurisdiction and venue of any competent federal or state court located in Riverside County, California, in the event of any claim or dispute arising out of or connected in any way with this Agreement. Company and Client acknowledge and agree that each has mutually contributed or agreed to all provisions of this Agreement and applicable Statements of Work attached or incorporated herein, and that no provision of this Agreement or any Statement of Work shall be construed against nor interpreted to the advantage or disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provisions.

20. Waiver of Breach. No waiver of any breach or breaches of any provision, covenant or condition of this Agreement or any statement of work attached or incorporated herein, shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition or of any other provision, covenant or condition.

21. Survival of Obligations. The obligations set forth in Sections 3, 4, 5, 7, 8, 9, 10, 12, and 19 shall survive termination or expiration of this Agreement.

22. Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the Client's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The Company shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

22. Execution. Each party intending to be bound to the other, Company and Client have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

CENTRIC CONSULTING, LLC
as Company

COUNTY OF RIVERSIDE
as Client

By: Ted Goodman

[Printed Name]
Title: Vice President

By: Jeff Hewitt

JEFF HEWITT
[Printed Name]
Title: CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

By: Kristine Bell-Valdez

Kristine Bell-Valdez
Deputy County Counsel

Date: 12/6/2021



Date: February 17, 2022
 From: Jennifer Cruikshank, CEO
 To: Suzanna Hinckley, Assistant Director of Purchasing
 Via: Tura Morice, CIO RUHS Information Services

Subject: Sole Source Procurement; Request for an impartial assessment to the installed Kronos Timekeeping and Analytics System used by Riverside University Health System (RUHS).

The below information is provided in support of my Department requesting approval for a sole or single source.

1. **Supplier being requested:** Centric Consulting, LLC.
2. **Vendor ID:** 0000007476
3. **Single Source** **Sole Source**
(Sole Source - is a purchase of a commodity or service that is proprietary, or no other vendor is qualified or willing to meet the county specified requirements)
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**

Yes No
 SSJ# _____

4a. **Was the request approved for a different project?**

Yes No

5. Supply/Service being requested:

Centric Consulting will provide an impartial assessment of the Kronos Timekeeping and Labor Management system, fully implemented at Riverside University Health System (RUHS). This independent assessment will at a minimum, address the following for the organization:

- Best practices:
 - Are we utilizing the software to its fullest potential?
 - Are we paying for functionality not used?
 - How is the system configured? Has it been properly architecture to fit our organization?
 - Are we taking advantage of all available system features and capabilities?
 - How much is being done manually that could be automated?
 - Are there other modules we should consider implementing that would help with problem areas?

- Staffing: Are we under- or over-staffed with IT personnel for maintenance and support?
- Survey Results: Review of results of our RUHS management survey on their using of Kronos

The engagement will cover a period of six (6) weeks from start to finish and output to this engagement will be a detailed written report with findings, observations, and recommendations.

During the six (6) weeks, Centric will provide services from the following:

1. Engagement Director -46 hours
2. Project Manager - 136 hours
3. Technology/Configuration Consultant - 128 hours
4. Integration Consultant - 24 hours
5. Operational Consultant/Clinical SME - 96

- 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.)**

The Kronos Timekeeping and Labor Management system is a proprietary software with limited second party providers who are authorized to work on the system. Centric Consulting is one the approved vendors authorized to evaluate the Kronos system. Workforce Insight, Cognizant, Ankara, HealthNET, Hybridge Solutions, Centric Consulting, and FTI consulting were the other vendors evaluated for this engagement and same as Centric Consulting, were identified by Kronos as licensed vendors allowed to access the Kronos system and contain the subject matter expertise to perform the requested assessment.

After identifying eligible vendors, the IS Department conducted a comparative analysis to determine which vendors offered the business solutions and enterprise experience to meet RUHS IS business and technical needs for this task. After careful consideration, Centric Consulting was identified as the most qualified and expert provider for the requested service.

Centric has the broadest expertise and depth of healthcare experience to complete the impartial assessment. Centric Consulting has delivered over 400 healthcare engagements to date and has over 70 practitioners, including clinicians, technology experts and national workforce management leads. Additionally, Centric Consulting has an established business model and product line dedicated to technology platforms and enterprise resource planning. Included in this product line is the ability to provide a thorough assessment. Centric specializes in process optimization, technology, and employee enablement to support staffing efficiencies and optimization. Centric does not treat these as individual platforms but as a comprehensive approach. The other providers did not demonstrate this same embedded business model and collaborative approach. With such expertise, Centric proves to be the premier selection to meet RUHS IS business needs. Additionally, Centric was 28% below the other vendors in price.

Centric's collaborative approach provides the best value for the County as this is the only vendor who, among all analyzed, provided a thorough approach that many vendors could not deliver as most were either solely change management focused or only offered a payroll assessment.

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

On September 22, 2015, # 3.33, the Board of Supervisors approved a motion for the \$2,916,508 purchase of Kronos, an automated timekeeping system and associated analytics at the Riverside University Health System Medical Center (then known as RCRMC.) The purchase included licensing of the cloud-based system, professional services, physical hardware (Time Collection Devices/TCD's) and 5 years of maintenance associated with the Kronos solution.

Over the course of the past 3.5 years, RUHS Medical Center has implemented Kronos Workforce Central (timekeeping), Workforce Scheduler Extensions for HealthCare, Workforce Analytics, and Acuity Metrics linked to Scheduler. Kronos interfaces with the County Enterprise Payroll system, PeopleSoft and other enterprise systems identified during the initial implementation.

In order to analyze whether we are using Kronos to its fullest potential, we are requesting an impartial assessment. Kronos Timekeeping and Labor Management system is a proprietary software with limited second party providers who are authorized to work on the system.

Our department requires this unique approach due to the diversity and complexity of the Kronos Labor Management system. IT technology platforms and enterprise applications are large investments. To determine that RUHS is receiving the greatest utilization and cost benefits of these investments, an independent assessment is needed to inform our business ventures.

The benefits to be gained will be optimization, increase in compliance, decrease, or eliminate potential loss of revenue, and improve operations among end-users who interact with the system.

There are no travel costs. The Centric team will deliver this project remotely using Microsoft® Teams as our collaboration platform. This approach also helps RUHS maintain social distancing compliance during the COVID-19 pandemic. Other vendors analyzed requested to be on-site to perform some (or all) project deliverables. This would result in unnecessary travel costs for work that can primarily be performed remote.

8. Period of Performance: This assessment is anticipated to be a six (6)-week engagement. (total number of years = 1 year)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes*

****Maximum price increase during the initial term is in line with CPI or 3% annually – whichever is the less of the two.***

9. 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:	FY20/21	Total
One-time Costs:	\$79,550	\$79,550
Optimization Consulting Services: 6-Week Kronos Impartial Assessment		
Previous SSJ Approved Amounts:	N/A	
Total Costs	\$79,550	\$79,550

Note: Insert additional rows as needed

10. Price Reasonableness:

After identifying eligible vendors, the IS Department conducted a comparative analysis to determine which vendors offered the business solutions and enterprise experience to meet RUHS IS business and technical needs for this task. After conducting a comparative analysis, it was found that Centric Consulting was 28% below the other providers in price and offered services and expertise far superior to the other providers.

There are no travel costs involved in this engagement which is an additional savings to the County. The Centric team will deliver this project remotely using Microsoft® Teams as our collaboration platform. This approach also helps RUHS maintain social distancing compliance during the COVID-19 pandemic. Other vendors analyzed requested to be on-site to perform some (or all) project deliverables. This would result in unnecessary travel costs for work that can primarily be performed remote.

11. Projected Board of Supervisor Date (if applicable): 7/20/21

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

<i>Jennifer Cruikshank</i>	Jennifer Cruikshank	02/23/2022
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove


Condition/s:

Not to exceed:

One-time \$ 79550

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

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Suzanna 
Purchasing Agent
Suzanna Pinckley

2/28/22
Date

22-073
Approval Number
(Reference on Purchasing Documents)