



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



ITEM: 15.9
(ID # 19764)

MEETING DATE:
Tuesday, August 30, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratification and Approval of Amendment No. 2 to the Licensing Solution Provider Agreement with Crayon Software Experts, LLC to provide additional Microsoft Licenses and Services, through October 31, 2024, All Districts. [Total Cost Increase \$7,811,261] 100% - Hospital Enterprise Fund 40050

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 2 to the Licensing Solution Provider Agreement with Crayon Software Experts, LLC to provide additional Microsoft Licenses and Services and increase the total contract aggregate amount by \$7,811,261 from \$17,091,565 to \$24,902,826 through the current termination date of October 31, 2024, and authorize the Chairperson of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments for RUHS enrollment that exercise the options of the enrollment including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$3,248,195 in the aggregate.


ACTION:Policy


 Jennifer Cruikshank Chief Executive Officer – Health System 8/5/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: August 30, 2022
xc: RUHS

Kecia R. Harper
 Clerk of the Board
 By 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 4,563,066	\$ 3,248,195	\$ 7,811,261	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This board action requests approval of Amendment No. 2 to ratify the purchase of additional licenses, and product services for Riverside University Health System’s (RUHS) enrollment in the Microsoft Enterprise Agreement (EA) under PSA-0001523 (The Licensing Solution Provider Agreement). The Amendment includes ratified expenses from FY19/20 and FY21/22 for true-ups of Microsoft Azure Overage, Volume Licensing for Affiliate Enrollments as a result of the hospitals rapid hiring of registry staff, temporary healthcare staffing including contact tracers due to the COVID pandemic response (FY19/20) and need for critical care workers. This second amendment also includes Power BI Premium licenses, Microsoft Unified Performance Support and a dedicated contingency allowance for RUHS to self-manage additional scopes of work, true-ups, and continued procurement of volume licenses to meet the operational needs and for the ongoing pandemic response. Due to the criticality of the pandemic, related staffing additions for Public Health, Behavioral Health and the main hospital, services were required immediately to avoid disruption to patient care and clinical operations. These licenses are essential to continue to provide patient care and clinical operation as they provide temporary and routine hires access to all the information needed (requested via SAR requests) for their day-to-day operations.

On December 17, 2019, Agenda Item #3.33, the board approved the Microsoft Enterprise Agreement enrollments for six departments, including RUHS, with authorized reseller Crayon Software Experts, LLC. Over the course of the past 2 years, RUHS Medical Center has outgrown its original licenses authorized under the countywide Microsoft Enterprise Agreement. This outgrowth is largely due to the COVID-19 pandemic response which required a voluminous purchase of additional licenses for temporary healthcare workers and support staff for the RUHS Enterprise business units including Public Health and its Community Health Centers (CHC’s).

Since the start of the COVID-19 pandemic during FY19/20 and continuous fiscal years to date, the RUHS Information Services (IS) department has engaged to purchase additional licenses

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for new employee hires due to the clinical growth and expansion service. RUHS IS has closely partnered with the Riverside County Information Technology (RCIT), the managing business unit overseeing the county-wide EA, to track RUHS IS expenditures.

This amendment, totaling \$7,811,261 brings the aggregate sum of the contract to \$24,902,826, including a total aggregate amount NTE \$3,248,195 for unforeseen future purchases.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

There is no negative impact to constituents and businesses in the County.

Additional Fiscal Information

There are sufficient funds in the Department's budget and no additional County funds are required.

Contract History and Price Reasonableness

On August 23, 2019, the County of Riverside and Microsoft Corporation ("Microsoft") entered into a Microsoft Enterprise Agreement (Master Agreement No. 8084445), under which the county has the ability to enter into one or more enrollments to order certain Microsoft product licenses.

On December 17, 2019, Agenda Item #3.33, the board approved the Microsoft Enterprise Agreement enrollments for six departments, including RUHS, with Crayon Software Experts, LLC (an authorized reseller by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate (County of Riverside), and its enrolled participant, RUHS) for all Microsoft licenses. The County of Riverside and Crayon Software Experts, LLC entered into Agreement No. PSA-0001523 for these Microsoft Product Licenses.

On April 1, 2020, the Purchasing Agent executed a First Amendment to the Licensing Solution Provider Agreement Number PSA-0001523 to extend the period of performance of the Agreement through October 31, 2024.

The requested Amendment No. 2 was initiated as a result of the hospital's response to the COVID-19 pandemic which required a voluminous purchase of additional licenses for temporary healthcare workers and support staff for the RUHS Enterprise business units including Public Health and its Community Health Centers (CHC's).

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RUHS Medical Center has outgrown its original licenses authorized under the Microsoft Enterprise Agreement due to the hospital's rapid hiring of registry staff, temporary healthcare staffing including contact tracers and need for critical care workers, as well as routine hires needed to meet normal business operations.

Due to the criticality of the pandemic related staffing additions, services were required immediately to avoid disruption to patient care and clinical operations. Crayon continued to provide licenses and services at the agreed upon contract rates of the Microsoft Enterprise Agreement.

The Amendment requires Board approval as the compensation provision exceeds the board approved amount allocated to RUHS, an enrolled participant in the Microsoft Enterprise Agreement, and Purchasing Agent's authority per Motion No. 3 of Agenda Item 3.33, December 17, 2019.

ATTACHMENTS:

Attachment A: AMENDMENT NO. 2 TO THE LICENSING SOLUTION PROVIDER AGREEMENT WITH CRAYON SOFTWARE EXPERTS, LLC


Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

8/10/2022


Jacqueline Ruiz, Sr. Management Analyst

8/22/2022


Jim Smith, Chief Information Officer

8/11/2022

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
CRAYON SOFTWARE EXPERTS, LLC

Original Contract Term:	11/1/2019 through 10/31/2021
Amended Contract Term:	11/1/2019 through 10/31/2024
Contract Term Extended To:	Not Applicable
Effective Date of Amendment:	January 1, 2022
Original Maximum Contract Amount (RUHS):	\$17,091,565
Amended Maximum Contract Amount (RUHS):	\$24,902,826
Contract ID: PSA-0001523	

This AMENDMENT NO. 2 to the Licensing Solution Provider Agreement Number PSA-0001523 between the County of Riverside, a political subdivision of the State of California, ("COUNTY") and Crayon Software Experts, LLC, a Delaware limited liability company ("CONTRACTOR"), entered into as of November 1, 2019, is amended as follows. COUNTY and CONTRACTOR may sometimes collectively referred to as the "Parties" or individually as "Party."

RECITALS

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445: the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses; and

WHEREAS, Crayon Software Experts, LLC is the authorized reseller by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate (COUNTY), and its enrolled participant, Riverside University Health System (RUHS) to provide pre-and post-transaction assistance related to this agreement; and

WHEREAS, COUNTY and Crayon Software Experts, LLC entered into that certain Agreement for Microsoft Product Licenses, approved December 17, 2019, Agenda Item #3.33 (herein referred to as "Agreement"); and

WHEREAS, the global pandemic Covid-19 disease, also known as "novel coronavirus," has infected millions of individuals worldwide and impacted Riverside County residents, creating an immediate need for contract tracers, more healthcare services and workers to deliver care for increasing patient volumes and hospitalizations; and

WHEREAS, Riverside University Health System (RUHS), an integrated health system which includes Community Health Centers, Behavioral Health, Correctional Health and Public Health, required additional healthcare workers and supplemental staffing in its operational response to the Covid-19 pandemic and subsequent surge(s), collectively requiring additional software licenses for these new user groups; and

WHEREAS, the Parties now desire to increase the maximum contract amount for RUHS's enrollment including a dedicated contingency amount of \$3,248,195 for products and services that meet the operational and administrative needs of its departments, true-up volume

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licensing for RUHS and the Community Health Clinics (CHC's) in direct response to the Covid-19 pandemic and subsequent pandemic surge; and

WHEREAS, RUHS, an enrolled department for this Microsoft Enterprise Agreement, desires to modify the Agreement to add required notifications for expiring products, add a secondary point of contact for the RCIT Business Office and add Attachment A, Supplemental Terms & Conditions; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereafter contained, the Parties agree to Amend the Agreement as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. **Maximum Contract Amount.** The maximum contract amount for RUHS, an enrolled department for this Microsoft Enterprise Agreement is hereby amended as follows:

The maximum aggregate contract amount for RUHS, an enrolled department for this Microsoft Enterprise Agreement, is hereby increased by \$7,811,261 from \$17,091,565 to \$24,902,826.

3. **Section 6., Contractor Responsibilities:** This section is hereby amended to add Section 6.4, renumbered, as follows:

“Section 6.4 Provide COUNTY with thirty (30) days written notification to the RUHS Business Office Primary Contact of expiring products and services approved under this Agreement.”

4. **Section 11., Contract Management:** This section is hereby amended to add an additional contact as follows:

Add COUNTY Contact (RUHS)

“Jimmy Tran
j.tran@ruhealth.org
(951) 486-4948
26520 Cactus Avenue
Moreno Valley, CA 92555
Mail Stop #3890”

5. **Supplemental Contact Information Form:** This Form is amended to add RUHS Contacts to Section 1 “Additional notices contact” and amend Section 7 “Notices contact and online administrator information” as follows:

Add COUNTY Contact (RUHS)

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“Jimmy Tran
j.tran@ruhealth.org
(951) 486-4948
26520 Cactus Avenue
Moreno Valley, CA 92555
Mail Stop #3890”

6. **Supplemental Terms & Conditions.** Supplemental Terms & Conditions to the Licensing Solution Provider Agreement to communicate service level expectations for enrollee RUHS are attached hereto as **Attachment A** and incorporated herein by reference.
7. **Capitalized Terms/Amendment to Prevail.** Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Amendment No. 2 shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
8. **Miscellaneous.** Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment No. 2 and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions, and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment No. 2 or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
9. **Electronic (Digital) Signatures.** This Amendment No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 2. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably

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relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

10. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: *Jeff Hewitt*
Jeff Hewitt, Chair
Board of Supervisors

Dated: AUG 30 2022

CRAYON SOFTWARE EXPERTS, LLC, a Delaware limited liability company

By: *Ken Pharr*

Ken Pharr
Chief Financial Officer
Dated: May 24, 2022

ATTEST:
Kecia Harper
Clerk of the Board

By: *[Signature]*
Deputy

APPROVED AS TO FORM:
County Counsel

By: *Esen Sainz*
Esen Sainz
Deputy County Counsel

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ATTACHMENT A
SUPPLEMENTAL TERMS & CONDITIONS
CRAYON UNIFIED PERFORMANCE SUPPORT

These Supplemental Terms & Conditions ("Attachment A") applies to the Licensing Solution Provider Agreement Number PSA-0001523 ("Agreement") entered into on November 1, 2019, by and between CRAYON SOFTWARE EXPERTS, LLC, a Delaware limited liability company ("CRAYON"), and COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the state of California, only as it relates to Purchase Orders submitted from COUNTY's Riverside University Health System ("RUHS") to CRAYON. RUHS and CRAYON may be referred to individually as "Party" and or collectively as "Parties." This Attachment A is effective as of the last date of both signatures of the parties ("Effective Date").

1. PURPOSE

The Parties desire to set forth responsibilities and expectations relating to fulfillment of all Purchase Orders submitted on or after the Effective Date from RUHS to CRAYON for the term of the Agreement, through October 31, 2024.

2. CRAYON RESPONSIBILITIES

- A. CRAYON shall be responsible to provide services as detailed in the Agreement.
- B. Assign sufficient and experienced staff to: act as liaison between CRAYON and Microsoft Corporation (as identified in the Agreement); perform as required of CRAYON under the Agreement
- C. Responsiveness – CRAYON shall respond to RUHS communication (emails, voicemails, text message, etc.) within three (3) business days. In the event of primary point of contacts absence, CRAYON shall provide the RUHS IS Business Office team with an alternative or secondary point of contact and include valid contact information (name, email, telephone, etc.).
- D. CRAYON acknowledges that the Microsoft Unified Support Services listed in the Licensing Solution Provider Agreement Number PSA-0001523 - Exhibit A - Microsoft Enterprise license subscription and services, is the collective responsibility of CRAYON and Supplier ("Microsoft Corporation"), collectively referred to as "CONTRACTORS"

3. RUHS RESPONSIBILITIES

- A. Assign staff to act as liaison between RUHS and CRAYON.
- B. Responsiveness – RUHS shall respond to CRAYON communication (emails, voicemails, text message, etc) within three (3) business days. In the event of primary point of contacts absence, RUHS shall provide the CRAYON with an alternative or secondary point of contact and include valid contact information (name, email, telephone, etc.)
- B. At its option, RUHS may monitor or inspect CRAYON's compliance with the terms of the Agreement and this Attachment A. This may include, but is not limited to, monitoring or inspecting CRAYON performance through any combination of on-site visits, inspections, evaluations and CRAYON self-monitoring.
- C. RUHS shall have only those responsibilities as are specifically stated in this Agreement.

ATTACHMENT A
SUPPLEMENTAL TERMS & CONDITIONS
CRAYON UNIFIED PERFORMANCE SUPPORT

4. DISPUTES

- A. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CRAYON shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. 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.
- C. CRAYON recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon and disputes, payment delays or expiration, CRAYON shall continue the services outlined herein.

5. METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CRAYON will be paid the actual amount of each approved invoice. RUHS may delay payment if the required supporting documentation is not provided or other requirements are not met.
- b. CRAYON shall submit invoices to RUHS IS Business Office,
[RUHS IS Business Office@ruhealth.org](mailto:RUHS_IS_Business_Office@ruhealth.org)

6. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.

7. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

8. USE OF ELECTRONIC (DIGITAL) SIGNATURES.

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and

ATTACHMENT A

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contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.