

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



**ITEM: 18.3
(ID # 28153)**

MEETING DATE:
Tuesday, June 24, 2025

FROM : (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Approval of Amendment No. 5 to the Professional Service Agreement with Simpler North America, LLC, for Lean Leadership and Delivery Support without seeking competitive bids effective July 1, 2025 through June 30, 2026, All Districts. [Total Amendment Cost \$1,125,00; up to \$112,500 in Additional Annual Compensation, 6% Hospital Enterprise Fund, 20% Community Health Centers Fund, 74% Public Health (State Funding)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 5 to the Professional Service Agreement with Simpler North America, LLC for Lean Leadership and Delivery Support without seeking competitive bids to amend the scope of work, extend the contract period through June 30, 2026 for a total cost of \$1,125,000, and authorize the Chair of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel, to; (a) sign amendments including modifications to 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 ten percent (10%) of the total cost of the Amendment.
3. Authorize the Purchasing Agent to issue Purchase Order(s) for the services provided not to exceed the approved amounts.


ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 6/16/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 24, 2025
xc: RUHS-MC

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$1,125,000	\$1,125,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment: No	
6% Hospital Enterprise Fund - 40050				
20% Community Health Centers Fund – 40090				
74% Public Health – 10000 (State Funding)				
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Board action is requesting approval of Amendment No. 5 to the Professional Service Agreement with Simpler North America, LLC (Simpler) to extend the contract term and amend the scope of work specific to the upcoming fiscal year. Extending the term for one additional year allows for the continuation of Simpler resources to support Lean Transformation activities and strategic initiatives for Riverside University Health System Medical Center (RUHS-MC), the RUHS Community Health Clinics (RUHS-CHC), and RUHS Public Health (RUHS-PH), collectively referred to as "RUHS". During this additional year, RUHS will further strengthen the framework needed to support and sustain long-term success following the Simpler implementation.

RUHS would like to continue building upon the momentum and positive outcomes, enabled through the utilization of resources from Simpler. Lean Transformation supports workflow optimization and staff development to achieve Quality Pay for Performance metrics and revenue growth. The work includes Value Streams, Daily Management, and coaching at all levels of the organization. Simpler's resources are also supporting integration work aimed at bringing efficiency gains and innovation to the County of Riverside residents.

RUHS is seeking to expand its process improvement efforts that have already shown positive outcomes in support of our strategic goals for access, quality, and continuous improvement. RUHS requires contracted support to advance this work while simultaneously developing an internal Lean Transformation department to sustain the Lean Management System over the long term.

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.

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Additional Fiscal Information

RUHS anticipates that with additional appropriations included in the Department's requested FY25/26 budget, sufficient funding will be available. No additional County funds are required.

Contract History and Price Reasonableness

On May 10, 2022, Agenda Item 15.5, the Board of Supervisors (Board) approved a Professional Services Agreement (Agreement) with Simpler North America LLC for Lean Leadership and Delivery Support, without seeking competitive bids for one year in the annual amount of \$1,179,382.

On September 21, 2022, the Purchasing Agent executed a First Amendment to the Professional Services Agreement, effective July 1, 2022, to utilize the contingency compensation provision of the Agreement for a lean leadership and delivery services study trip.

On March 23, 2023, the Purchasing Agent executed a Second Amendment to the Professional Services Agreement, effective May 10, 2023, through May 10, 2024, to exercise the renewal option of the Agreement.

On December 5, 2023, Agenda item # 15.2, the Board approved a Third Amendment to the Professional Services Agreement, effective December 5, 2023, through June 30, 2025, to amend the scope of work, extend the term of the agreement and increase the compensation provisions of the Agreement.

On March 5, 2025, the Purchasing Agent executed a Fourth Amendment to the Professional Services Agreement, effective March 5, 2025, through June 30, 2025, to utilize the contingency amount approved by the Board on December 5, 2023, Agenda item # 15.2.

This Fifth Amendment will extend the contract period through June 30, 2026, modify the scope of work, and increase the compensation provisions of the Agreement. This will allow RUHS to improve its operational efficiency, thereby enhancing the levels of care it provides for the communities it serves.

This Agreement requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$50,000 threshold for contracting with a vendor for professional services without seeking competitive bids per Purchasing Policy Manual, County Ordinance 459 and California Government Code § 25502.5.

ATTACHMENTS:

Attachment A: Fifth Amendment to the Professional Service Agreement with Simpler North America, LLC for Lean Leadership and Delivery Support

Attachment B: SSJ Amendment

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

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/13/2025

Jacqueline Ruiz
Jacqueline Ruiz, Principal Analyst 6/17/2025

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel 6/16/2025

**FIFTH AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
LEAN LEADERSHIP AND DELIVERY SUPPORT BETWEEN COUNTY OF
RIVERSIDE AND SIMPLER NORTH AMERICA LLC**

This FIFTH Amendment to the Professional Service Agreement for Lean Leadership and Delivery Support (“FIFTH Amendment”) is entered into by the **County of Riverside**, a political subdivision of the State of California (“COUNTY”), on behalf of **Riverside University Health System Medical Center** (“RUHS”), and **Simpler North America LLC**, a Delaware limited liability company (“CONTRACTOR”), sometimes collectively referred to as the “Parties”.

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Professional Service Agreement, approved May 10, 2022, Agenda Item Number 15.5, and effective May 10, 2022 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with lean leadership and delivery support services; and,

WHEREAS, COUNTY and CONTRACTOR entered into that certain First Amendment executed September 21, 2022, to add Exhibit D; and

WHEREAS, the Parties have entered into that certain Second Amendment to the Agreement, effective May 10, 2023, to extend the period of performance; and

WHEREAS, the Parties have entered into that certain Third Amendment to the Agreement, effective December 5, 2023, to extend the period of performance, increase the compensation amount, amend the insurance terms, and add Exhibits E-H and Attachment I; and

WHEREAS, the Parties have entered into that certain Fourth Amendment to the Agreement, effective March 5, 2025, to increase the compensation terms of the Agreement and update Exhibit H; and

WHEREAS, the Parties now desire to extend the period of performance, increase the compensation terms of the Agreement, and update Exhibits E, G, and H.

NOW THEREFORE, the Parties agree as follows:

1. **Period of Performance.** The first sentence of Subsection 2.1 of Section 2. Period of Performance, is hereby amended to extend the period of performance of the Agreement as follows:

“This Agreement shall be effective upon signature of both parties and continues in effect through June 30, 2026, unless terminated earlier.”

2. **Compensation.** Subsection 3.1 of Section 3. Compensation is hereby deleted in its entirety and replaced with the following:

“The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibits B, C, E, F, G, and H. Maximum payments by COUNTY to CONTRACTOR shall not exceed one million one hundred twenty-five thousand dollars (\$1,125,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibits E, F, G, and H, COUNTY shall not be responsible for payment of any of CONTRACTOR’s expenses related to this Agreement. Once expenses for RUHS-MC and CHC reach 12% of the fees under a specific scope of work and once expenses for PH reach 15% of the fees under a specific scope of work, all remaining services under that specific scope of work will be performed remotely unless COUNTY approves additional funding for travel and expenses.”

3. **Exhibit E. Scope of Work – Riverside University Health System - Medical Center (RUHS-MC) and Riverside University Health System - Community Health Centers (CHC).** Exhibit E is hereby deleted in its entirety and replaced with the attached and incorporated by reference: Exhibit E, Scope of Work – Riverside University Health System - Medical Center (RUHS-MC) and Riverside University Health System - Community Health Centers (CHC).
4. **Exhibit G. Scope of Work – RUHS Public Health (PH).** Exhibit G is hereby deleted in its entirety and replaced with the attached and incorporated by reference: Exhibit G, Scope of Work - RUHS Public Health (PH).
5. **Exhibit H. Fee Schedule and Price for RUHS Public Health.** Exhibit H is hereby deleted in its entirety and replaced with the attached and incorporated by reference: Exhibit H, Fee Schedule and Price for RUHS Public Health.
6. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
7. **Effective Date.** This Fifth Amendment to the Agreement shall become effective June 30, 2025.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Fifth Amendment.

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

By: 

Name: V. MANUEL PEREZ

Title: Chair, Board of Supervisors

Date: JUN 24 2025

SIMPLER NORTH AMERICA, LLC.
a Delaware limited liability corporation

By: 

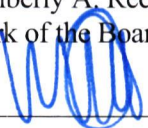
Name: Kyle Freeman

Title: GTM Business Leader

Date: 2025-06-03 00:59:07 GMT

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 

Title: DEPUTY

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: *Esen Sainz*

Name: Deputy County Counsel

Date: 06/09/2025

Exhibit E

SCOPE OF WORK – Riverside University Health System – Medical Center (RUHS-MC) and Riverside University Health System – Community Health Centers (RUHS-CHC)

A. Summary for Medical Center and CHCs:

Simpler coaches will spend 80% of their time coaching the Leadership, Steering Teams and respective Process Improve team on the follow components of the Simpler Engagement Model:

- Daily Management
- Value Stream Improvement
- Architecture and Infrastructure.

Simpler coaches will spend 20% of their time supporting the delivery of improvement activities.

The client will lead a minimum of 80% of the actual delivery activities such as Value Stream Analysis, Rapid Improvement events, Daily Management initiatives, and Steering Team meetings/Huddles. This will align with the “Knowledge Transfer” process.

B. RUHS Medical Center Scope:

Medical Center: Areas of focus

- a. Coaching Executive Steering Team
- b. Managing for Daily Improvement (MDI): Coaching Steering Team
- c. Transitions of Care (TOC): Coaching Steering Team
- d. Enhance Care Management (ECM): Coaching Steering Team and 20% delivery Support.

C. Community Health Centers Scope:

Community Health Centers: Area of Focus

- e. Coaching Executive Steering Team
- f. Managing for Daily Improvement (MDI): Coaching Steering Team
- g. Coaching CHC Value Stream Steering team and 20% delivery support.

Remaining Budget: The above scope of work will be funded based on the “**current remaining**” funds listed below. The “**future SOW budgets**” indicate the clients notional plan to reallocate funds from CHC to Medical center.

As of June 22, 2025, the projected total remaining amount of \$286,291 includes expenses.

Current Remaining	CHC	Medical Center	Total
	\$225,268	\$61,023	\$286,291
Projected Future SOW Budgets	CHC	Medical Center	Total
	\$0	\$286,291	\$286,291

Simpler Support: The client and the Simpler Account Manager will collaborate to allocate resources to both CHC and Medical Center as appropriate.

Notionally, CHC will have .5FTE through June 2025, Medical Center will have between .5 FTE to .75 FTE based on what the budget will allow.

Exhibit G
Scope of Work – RUHS-Public Health (PH)

A. RUHS-PH Scope:

Public Health areas of Focus for FY25/26

Managing for Daily Improvement (MDI):

- Continue to roll out MDI across PH's programs. And create a model team in each branch.

Community Health Worker (CHW) Value Stream:

- Improve CHWs productivity to achieve target of 13 billable encounters per day.

Sustainable funding:

- Design and implement a managed care strategy that generates funding/revenue for PH through an incentive program with IEHP (contingent IEHP's agreement to collaborate)

EPIC implementation:

- Provide change management and process optimization support.

Training and Coaching:

- Leadership and PI coaching related to lean and strategic planning/deployment.

Exhibit H
FEE SCHEDULE AND PRICE
FOR RUHS PUBLIC HEATH

A. RUHS-Public Health Schedule and Price:

The following describes the level of effort from the Simpler team. The total cost of the Public Health engagement is \$731,280 excluding expenses. The fees will be billed on a monthly basis based upon the activities delivered during the invoiced period. Expenses will be billed at actual cost incurred. We suggest adding 15% to your budget for expenses.

Client and Simpler Account Manager may agree on additional support that is within the allotted budget.

The following notional schedule applies. Your actual schedule will be agreed to with your Simpler Account Manager as the transformation progresses and your organization's needs evolve.

Full time FTE support is defined as:

- (1 FTE) engagement Leader/SME Coach
- (1 FTE) Senior Consultant Coach

Public Health Rate Table:

Resource	Daily Rate
Engagement Leader/SME	\$3,369
Senior Consultant	\$2,725
Consultant	\$1,650

Fiscal Year 25/26:

Resources (Days)						
Resource Type	July	August	September	October	November	December
Engagement Leader / SME	20	20	20	20	20	20
Senior Consultant	20	20	20	20	20	20
Total	40	40	40	40	40	40
Total Days						240

Fees						
Resource Type	July	August	September	October	November	December
Engagement Leader / SME	67,380	67,380	67,380	67,380	67,380	67,380
Senior Consultant	54,500	54,500	54,500	54,500	54,500	54,500
Total	121,880	121,880	121,880	121,880	121,880	121,880
Total Fees						\$731,280

ROUTE SLIP

From: Laura Myers, Administrative Services Analyst
Date: June 5, 2025

Regarding: 5th AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER AND SIMPLER NORTH AMERICA, LLC FOR LEADERSHIP AND DELIVERY SUPPORT

Name	Title	Reviewed
Israel Gomez	Procurement Contract Specialist	Yes
Jonelle Morris	Chief Operating Officer	☑
Joe Zamora	Chief Financial Officer	☑
Jennifer Cruikshank	Chief Executive Officer	

Due to time constraints and the urgency of the matter, and in an effort to meet the upcoming board date, an expedited review and signing are being requested. The SSJ was approved by Amparo Quintero, PCS, and David Santilli.

The attached document requires approval:

- Single Source Justification (SSJ) – required for non-competitively bid Agreements in excess of \$5,000
- Period of Performance – July 1, 2025 through June 30, 2026
- Amount - \$1,237,500 (includes contingency)
- Service – RUHS is seeking to continue the Lean Transformation effort by extending the contract with Simpler for one additional year. Since implementing the Lean Transformation initiative, the process improvement efforts have already proven successful in areas such as access, quality and continuous improvement. One additional year of contracted support from Simpler is needed to complete the framework and development of an internal RUHS Lean Transformation team, capable of independently sustaining future progress without Simpler support.
- Reviewed and pre-approved by – Amparo Quintero, David Santilli, and PCS

- Anticipated BOS agenda date – June 24, 2025



SSJ No.: 22-085

Amendment No.: 1

Date: Friday, June 6, 2025

From: Melissa Taylor, Director of Operations, Hospital Administration

To: Board of Supervisors

Via: Gilbert Rivera, Senior Administrative Services Analyst, 951-486-6545

Subject: Request for Lean Leadership and Delivery Support

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote
 Supplier Sole Source Letter
 Final draft agreement
 Final draft Form 11
 H-11 approved by RCIT/TSOC
 Grant Agreement
 Other: Final draft 5th Amendment

1. Supplier Name: Simpler North America LLC Supplier ID: 248434
2. Reason or Justification for the Amendment: RUHS is seeking to continue the Lean Transformation effort by extending the contract with Simpler for one additional year. Since implementing the Lean Transformation initiative, the process improvement efforts have already proven successful in areas such as access, quality and continuous improvement. One additional year of contracted support from Simpler is needed to complete the framework and development of an internal RUHS Lean Transformation team, capable of independently sustaining future progress without Simpler support.

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

Description:	FY <u>21/22</u>	FY <u>22/23</u>	FY <u>23/24</u>	FY <u>24/25</u>	FY _____	Total
One-time Costs:	\$1,179,382	\$1,280,182	\$3,373,393	\$4,490,544		\$10,773,501
<i>(Insert description)</i>						
Other Costs:						
Total Costs	\$1,179,382	\$1,280,182	\$3,373,393	\$4,490,544		\$10,773,501

Note: Insert additional rows as needed

- a. Amended goods and/or services costs must be identified below (If applicable):

Description:	FY 25/26	FY _____	FY _____	FY _____	FY _____	Total
One-time Costs:	\$1,125,000					\$1,125,000
Contingency	\$112,500					\$112,500
Total Costs	\$1,237,500					\$1,237,500

Note: Insert additional rows as needed

4. Period of Performance: July 1, 2025 through June 30, 2026

Ratify Start Date (if applicable): N/A

Initial Term Start Date: July 1, 2025 End Date: June 30, 2026

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/ End Date: June 30, 2026

5. Projected Board of Supervisor Date (if applicable): June 24, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Jennifer Cruikshank



06/09/2025

Print Name

Department Head Signature

Date

(Executive Level Designee)

PCS Reviewed:

Israel Gomez



06/09/2025

Print Name

Signature

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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

Purchasing Department Review and Comments: _____

Melissa Curtis

Purchasing Agent Signature

06/12/2025

Date

22-085a

Tracking Number

(Reference on Purchasing Documents)

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WHEREAS, COUNTY and CONTRACTOR entered into that certain First Amendment executed September 21, 2022, to add Exhibit D; and

WHEREAS, the Parties have entered into that certain Second Amendment to the Agreement, effective May 10, 2023, to extend the period of performance; and

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Fifth Amendment.

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

By: _____

Name: _____

Title: Chair, Board of Supervisors

Date: _____

SIMPLER NORTH AMERICA, LLC.
a Delaware limited liability corporation

By:  _____

Name: Kyle Freeman

Title: GTM Business Leader

Date: 2025-06-03 00:59:07 GMT _____

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____

Title: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____

Name: Deputy County Counsel

Date: _____

Exhibit E

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EPIC implementation:

- Provide change management and process optimization support.

Training and Coaching:

- Leadership and PI coaching related to lean and strategic planning/deployment.

Signature: 
 Email: j.morris@ruhealth.org

Signature: 
 Email: j.zamora@ruhealth.org

**Exhibit H
 FEE SCHEDULE AND PRICE
 FOR RUHS PUBLIC HEATH**

A. RUHS-Public Health Schedule and Price:

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Engagement Leader / SME	20	20	20	20	20	20
Senior Consultant	20	20	20	20	20	20
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Total Days						240

Fees						
Resource Type	July	August	September	October	November	December
Engagement Leader / SME	67,380	67,380	67,380	67,380	67,380	67,380
Senior Consultant	54,500	54,500	54,500	54,500	54,500	54,500
Total	121,880	121,880	121,880	121,880	121,880	121,880
Total Fees						\$731,280












SSJ Route Slip Memo - Simpler - 5th Amd


Final Audit Report


2025-06-09


Created:	2025-06-06
By:	Laura Myers (L.Myers@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApETJhCN0YWKU6J8AllQ7TzwguMuUc2M7


"SSJ Route Slip Memo - Simpler - 5th Amd" History


-  Document digitally presigned by OneSpan (TM) (cloud_operations@onespan.com)
2025-06-03 - 0:59:10 AM GMT- IP address: 158.61.6.3
-  Document created by Laura Myers (L.Myers@ruhealth.org)
2025-06-06 - 4:25:56 PM GMT- IP address: 158.61.6.3
-  Document emailed to Jonelle Morris (j.morris@ruhealth.org) for signature
2025-06-06 - 4:28:01 PM GMT
-  Email viewed by Jonelle Morris (j.morris@ruhealth.org)
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-  Document e-signed by Jonelle Morris (j.morris@ruhealth.org)
Signature Date: 2025-06-06 - 4:34:44 PM GMT - Time Source: server- IP address: 158.61.6.7
-  Document sent to Joe Zamora (j.zamora@ruhealth.org) and Rachel Blennerhassett (r.blennerhas@ruhealth.org) for signature. One of them to sign
2025-06-06 - 4:34:46 PM GMT
-  Email viewed by Rachel Blennerhassett (r.blennerhas@ruhealth.org)
2025-06-06 - 4:34:52 PM GMT- IP address: 52.244.179.71
-  Email viewed by Joe Zamora (j.zamora@ruhealth.org)
2025-06-06 - 4:34:54 PM GMT- IP address: 52.244.129.126
-  Email viewed by Rachel Blennerhassett (r.blennerhas@ruhealth.org)
2025-06-09 - 4:22:19 PM GMT- IP address: 52.244.179.71
-  Email viewed by Joe Zamora (j.zamora@ruhealth.org)
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 Signer c.glendinning@ruhealth.org entered name at signing as Jennifer Cruikshank
2025-06-09 - 4:48:11 PM GMT- IP address: 158.61.5.30

 Document e-signed by Jennifer Cruikshank (c.glendinning@ruhealth.org)
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 Agreement completed.
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