

Robert P. Astorino
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

Philippe Gille
First Deputy Commissioner

51667

DATE: April 1, 2016

TO: Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner, Department of Social Services

SUBJECT: Authority for the County to enter into an agreement with Kronos Incorporated for training and implementation services for the equipment and software from Kronos Incorporated that the County will use for a time and attendance system for the Department of Social Services, for a term from April 15, 2016 through April 14, 2017, for an amount not-to-exceed \$50,525.

Through a New York State Office of General Services contract, the County of Westchester (the "County"), acting by and through its Bureau of Purchase and Supply, recently completed a purchase from Kronos Incorporated ("Kronos") of equipment, software, and maintenance services for a new time and attendance system (the "System") for the Department of Social Services ("DSS"). The County is also seeking to purchase from Kronos additional software and maintenance services, through the County's Bureau of Purchase and Supply, that will be used as part of the System.

The County now requires training and implementation services from Kronos for the already-purchased System components and the additional items for the System that are intended to soon be purchased. Accordingly, authority is requested from your Honorable Board for the County, acting by and through DSS, to enter into an agreement with Kronos, pursuant to which Kronos will provide training and implementation services for various System components for DSS, for a term from April 15, 2016 through April 14, 2017, for an amount not-to-exceed \$50,525, payable pursuant to an approved budget.

The proposed agreement will serve a public purpose by facilitating the County's use of the System, which will provide a centralized, automated system of timekeeping. The System will streamline time and attendance processes; control costs by reducing paper, staffing, and excess time spent on processing; and improve auditing compliance with the ability to maintain and retrieve accurate and comprehensive records quickly.

The goal and objective of the proposed agreement is to facilitate the County's use of the System, which will:

- Provide a uniform, consistent system of recording when an employee begins and ends their work shift;
- Improve accuracy of timekeeping records;
- Ensure time keeping records are retained appropriately;
- Facilitate entry and auditing of timekeeping records; and
- Alleviate clerical staff from performing time consuming time and attendance functions.

The goal and objective of the proposed agreement is in the best interests of the County in terms of fiscal responsibility, as facilitating the County's use of the System will allow for streamlining processes and reducing the need for clerical staff to perform time and attendance functions, which will increase efficiency. The System will significantly improve the accuracy of the time and attendance records, as well as increase worker efficiency due to workers being more conscientious about time reporting which will ultimately increase worker productivity. The System will also enable DSS to produce various customized reports, which will assist DSS's senior staff and management to readily access information about staffing levels throughout DSS's various offices and provide an accurate analysis of staffing patterns, trends, and leave utilization. This will also assist in planning for sufficient coverage and staffing allocation for various program areas. In addition, during an emergency situation, if there is a need to evacuate the premises and/or relocate staff for safety reasons, the System will provide 'real time' reporting of staff on-location. Managers would be better able to account for staff on-site and provide continuity-of-operations planning.

Due to the fact that the components of the System are proprietary and owned by Kronos, only Kronos or a Kronos-authorized third-party can provide training and implementation services for the System. Kronos has advised DSS that in Westchester County, Kronos products are sold directly by Kronos. Accordingly, I recommend that your Honorable Board deem this agreement to be a sole source procurement pursuant to Section 9 of the Westchester County Procurement Policy and Procedures.

I respectfully recommend the adoption of the attached resolution.

RESOLUTION

Upon a communication from the Commissioner of the Department of Social Services, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Social Services ("DSS"), is hereby authorized to enter into an agreement with Kronos Incorporated ("Kronos"), pursuant to which Kronos will provide training and implementation services for the equipment and software from Kronos that the County will use for a time and attendance system for DSS, for a term from April 15, 2016 through April 14, 2017, for an amount not-to-exceed \$50,525, payable pursuant to an approved budget; and be it further

RESOLVED, that this agreement is deemed to be a sole source agreement pursuant to Section 9 of the Westchester County Procurement Policy and Procedures; and be it further

RESOLVED, that the agreement is subject to County appropriations; and be it further

RESOLVED, that the agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of the agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the county shall retain the right to either terminate the agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the contractor, then the contractor shall have the right to terminate the agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes of this resolution.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	0010	4420	-----	\$50,525

Budget Funding Year(s): 2016_ Start Date: 04/15/2016 End Date: 04/14/2017
(must match resolution)

Funding Source Tax Dollars: 35%
State Aid: 24%
\$50,525 Federal Aid: 41%
(must match resolution) Other: