

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



ITEM  
3.29  
(ID # 7011)

MEETING DATE:

Tuesday, May 22, 2018

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Second Amendment to the Professional Service Agreement for Consulting Services between the County of Riverside and Dolores Aeberli effective July 1, 2018 through June 30, 2019, 12 months; All- Districts; [Total Cost \$100,000; up to \$10,000 in additional compensation], Hospital Enterprise Fund.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Second Amendment to the Professional Service Agreement for Consulting Services between the County of Riverside and Dolores Aeberli extending the period of performance for one year commencing on July 1, 2018 and terminating on June 30, 2019 for a maximum annual compensation amount of \$100,000, and authorize the Chairman of the Board to sign the amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provisions that do not exceed ten percent annually.

ACTION: Policy

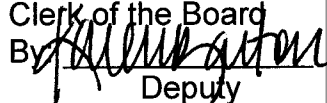
  
Jennifer Cruikshank, Chief Executive Officer - Health System 5/2/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: May 22, 2018  
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 100,000	\$ 100,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19	

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

**BACKGROUND:**

**Summary**

The requested Board action will extend the existing Agreement with Dolores Aeberli in order to support its improvement of Riverside University Health System-Medical Center (RUHS-MC) Fiscal Department by achieving financial and operational performance targets.

Dolores Aeberli is an experienced Certified Public Accountant (CPA), licensed in the State of California, with both financial and operational experience in hospital settings. She has 40 years of experience in health care, and 20 years of experience in hospital management and administration, with particular expertise in cost reduction. Ms. Aeberli is familiar with the financial and operational budgeting for both private and public sector. She provides consulting services related to these areas of expertise to clients in the San Bernardino and Riverside areas.

RUHS has received the services of Ms. Aeberli the past year while the hospital was recruiting a permanent CFO. Her continued services will support the new CFO and the new Director of Patient Accounts, as well as, continuity of RUHS Medical Center's Financial Performance Improvement and Health Systems Strategic Plan. This plan includes modeling and forecasting of strategic projects including but not limited to construction cost and projected revenues of the new medical office building, and analysis and projections of current and future Federally Qualified Health Clinics (FQHC) associated with the new medical office building. While term of the proposed extension would run until June 30, 2019, it also contains a thirty day no cause termination provision and the County is not obligated to purchase or use any specific amount of Ms. Aeberli's services during this period.

Ms. Aeberli has not in the past and will not under the extended Agreement direct the work of County employees or make any decisions regarding employee status, assignments, or job descriptions. She will not perform any functions that would suggest or imply any authority over County employees and/or County operations and management.

**Impact on Citizens and Businesses**

The proper function of the fiscal services supporting the hospital and clinics are essential to its operations.

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**Contract History and Price Reasonableness**

On February 23, 2016, the Purchasing Agent executed the Agreement with Dolores Aeberli to provide consulting services not to exceed \$50,000. Then on March 21, 2017, Agenda Item 3.22 the Board approved the First Amendment to extend consulting service from Ms. Aeberli. Since then, Ms. Aeberli has provided analysis and advice to RUHS on cost containment, efficiency and capital expenditure planning. She is familiar with the non-labor cost savings made to RUHS by Huron consulting and has provided advice on how to implement those recommendations.

The cost for Ms. Aeberli's consulting services will remain at the same rate of \$100.00 per hour and shall not exceed \$100,000, up to \$10,000 in additional compensation, as needed. This hourly rate is within the range of expert-level consultant work by others with her background, license and experience.

**ATTACHMENTS:**

**Attachment A:**        **SECOND AMENDMENT TO THE PROFESSIONAL SERVICE  
AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
COUNTY OF RIVERSIDE AND DOLORES AEBERLI**

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR  
CONSULTING SERVICES  
BETWEEN THE COUNTY OF RIVERSIDE AND DOLORES AEBERLI**

That certain Professional Service Agreement for Consulting Services executed February 23, 2016 (“Agreement”) made by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, on behalf of the Riverside University Health System (“RUHS”) and **Dolores Aeberli** (“CONTRACTOR”), with a first amendment approved March 21, 2017, Agenda Item 3.22 (“First Amendment”), is hereby amended as follows:

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

“The period of performance of this Agreement shall be extended for one (1) additional year commencing on July 1, 2018 and terminating on June 30, 2019.”

2. **Compensation.** The second sentence in Subsection 3.1 of Section 3. Compensation is hereby amended as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand dollars (\$100,000), including all expenses, for the period July 1, 2018 through June 30, 2019.”

3. **Exhibit B.1.** Section 1.6 of Exhibit B.1, PAYMENT PROVISIONS, is hereby amended as follows:

“Maximum annual compensation payable under this Agreement shall not exceed one hundred thousand dollars (\$100,000), including all expenses, for the period July 1, 2018 through June 30, 2019.”

4. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.


5. **Effective Date.** This Second Amendment to the Agreement shall become effective upon signature of both Parties, or July 1, 2018, whichever should come first.

*[Intentionally Left Blank; Signature Page Follows]*

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

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

DOLORES AEBERLI

By:   
Chuck Washington, Chairman  
Board of Supervisors

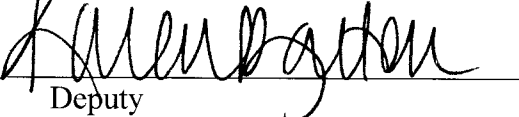
By:   
Dolores Aeberli

Date: MAY 2 2 2018

Date: May 2, 2018


**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Danielle Maland  
Deputy County Counsel

Date: 5/4/18