

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



ITEM  
3.44  
(ID # 8411)

**MEETING DATE:**

Tuesday, December 4, 2018

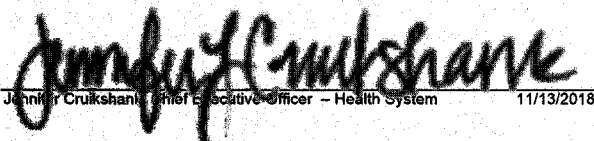
**FROM :** RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS):

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS) Ratification and Approval of the First Amendment to the Professional Services Agreement for Consulting Services between the County of Riverside and Management Systems Integration, Inc., Without Seeking Competitive Bids. All Districts [Total Cost \$234,000; up to \$23,400 in additional compensation – 100% Federally Qualified Health Center Enterprise Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the First Amendment to the Professional Services Agreement for Consulting Services between the County of Riverside and Management Systems Integration, Inc., without seeking competitive bids, extending the period of performance for eleven (11) months commencing December 1, 2018 through October 31, 2019 and increasing the maximum compensation amount by \$234,000 from \$156,000 to \$390,000; authorize the Chairman of the Board to sign the Agreement 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 the sum total of ten (10) percent of the total annual cost of the contract.

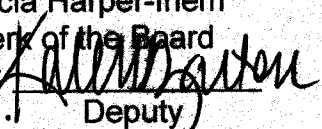
**ACTION:** Policy

  
Jennifer Cruikshank, Chief Executive Officer – Health System 11/13/2018

**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley 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: December 4, 2018  
xc: RUHS, Purchasing

Kecia Harper-Ihem  
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**

<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>	\$ 182,000	\$ 52,000	\$ 234,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Federally Qualified Health Center Enterprise Fund</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	<b>18/19-19/20</b>

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

**BACKGROUND:**

**Summary**

Mark B. Wilcox is the owner and founder of Management Systems Integration, Inc. (MSI), a consulting firm providing services in the community-based health care industry. RUHS Community Health Centers continue to require Management Systems Integration's expertise and assistance with fiscal and operational management processes in the areas of program compliance regulations as established by the Health Resources Services Administration (HRSA) as well as Federally Qualified Health Center (FQHC) requirements, including the development of the grant and operational annual budget, establishment of policies and procedures that ensure financial and operational viability, and provision of staff training to ensure that high quality, comprehensive health care services are continually being provided to patients in a cost-effective manner.

Mr. Wilcox's growing experience working with the County as a contracted vendor has provided him with a unique understanding of the County and the RUHS Community Health Centers as well as operational issues and areas of limitations. Mr. Wilcox will collaborate with Community Health Center administration and clinic leadership on strategic planning and the preparation of change in scope applications which defines the approved Community Health Centers services, sites, providers, service area(s), and target population(s). Mr. Wilcox will also review and evaluate compliance of the clinics to the new HRSA standards in anticipation of the on-site visit in the Fall of 2019, develop a corrective action plan for any deficiencies found during the review, and develop and implement HRSA compliant operational and financial policies and procedures.

The County was fully designated as a 330(e) program grantee in August 2015. There are currently eleven Community Health Centers throughout Riverside County. In June of 2018, the Corona Community Health Center relocated to a new medical office building and in August of this year, the new Moreno Valley Community Health Center opened. In the Summer of 2019, we anticipate the opening of a new Community Health Center in Jurupa. In addition to providing primary health care services the County intends to add specialty services such as infectious

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
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disease, podiatry, endocrinology and ophthalmology.

**Impact on Residents and Businesses**

Residents will have continued access to health care as well as specialty services in the community. The extensive knowledge possessed by Mr. Wilcox will enable the opening of additional Community Health Care Centers throughout Riverside County. Mr. Wilcox's extensive industry experience and his unique understanding of the County's operational goals and objectives will eliminate onboarding time and support the County in meeting its objectives of expanding patient care services within the community in a manner that is fiscally prudent and assures regulatory compliance.

**Contract History and Price Reasonableness**

On June 12, 2018 the Board approved the Professional Services Agreement for Consulting Services between the County of Riverside and Management Systems Integration, Inc. in the amount of \$156,000. This agreement offers industry competitive rates and remains at an hourly rate of \$200 per hour.

This First Amendment will increase the maximum compensation amount by \$234,000 from \$156,000 to \$390,000 and extend the period of performance to October 31, 2019.

**ATTACHMENT:      FIRST AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
COUNTY OF RIVERSIDE AND MANAGEMENT SYSTEMS  
INTEGRATION, INC.**

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR  
CONSULTING SERVICES  
BETWEEN THE COUNTY OF RIVERSIDE AND  
MANAGEMENT SYSTEMS INTEGRATION, INC.**

That certain Professional Service Agreement for Consultative Services, approved June 12, 2018, agenda item 3.30 ("Agreement"), made and entered into, effective June 11, 2018, by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, on behalf of Riverside University Health System ("RUHS") and MANAGEMENT SYSTEMS INTEGRATION, INC. ("CONTRACTOR"), a Virginia corporation, is hereby amended as follows:

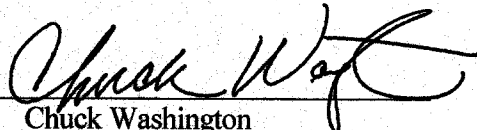
1. **Period of Performance.** The first sentence of Subsection 2.1 of Section 2. Period of Performance is hereby amended to extend the period of performance for eleven (11) months commencing on December 1, 2018 and continuing through October 31, 2019 as follows:  
  
"The period of performance shall commence on June 11, 2018 ("Effective Date") and will continue in effect through October 31, 2019, unless terminated earlier."
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum compensation amount by two hundred thirty-four thousand dollars (\$234,000) from one hundred fifty-six thousand dollars (\$156,000) to three hundred and ninety thousand dollars (\$390,000) as follows:  
  
"Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred and ninety thousand dollars (\$390,000), including all expenses."
3. **Exhibit A.** EXHIBIT A, SCOPE OF SERVICES, is hereby deleted in its entirety and replaced with EXHIBIT A, SCOPE OF SERVICES, attached hereto and incorporated herein.
4. **Exhibit B.** EXHIBIT B, PAYMENT PROVISIONS, is hereby deleted in its entirety and replaced with EXHIBIT B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
6. **Effective Date.** This First Amendment to the Agreement shall become effective upon signature of both parties, or December 1, 2018, whichever should come first.

*[Signature Page Follows]*


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

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

MANAGEMENT SYSTEMS INTEGRATION,  
INC., a Virginia Corporation

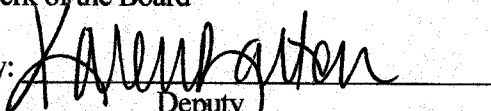
By:   
Chuck Washington  
Chairman, Board of Supervisors

Date: DEC 04 2018

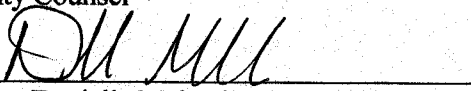
By:   
Mark B. Wilcox  
President

Date: 11/5/2018

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: 11/13/18

**SCOPE OF SERVICES  
MANAGEMENT SYSTEMS INTEGRATION, INC.**

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**1.0 CONTRACTOR Responsibilities:**

1.1 Through the direction of the Executive Director of the Riverside University Health System, Community Health Center ("CHC"), CONTRACTOR shall be responsible for performing the following tasks in full compliance with all regulations applicable to a Federally Qualified Health Center ("FQHC").

**Strategic Planning:**

- Assist RUHS-CHC leadership and key stakeholders in identifying opportunities for the COUNTY to effectively utilize the advantages afforded to Federally Qualified Health Centers through Federal and State regulations. Strategic planning and goal setting will provide integrated patient care across all COUNTY health-related activities, while maximizing revenue and minimizing expense.

**Completion Date: Ongoing through the end of the Agreement (10/31/19)**

**Health Resources and Services Administration (HRSA) FQHC Requirements Compliance Review:**

- Perform a compliance review for RUHS-CHC in anticipation of the late-fall 2019 HRSA Operational Site Visit (OSV) based on the HRSA/Bureau of Primary Health Care (BPHC) Health Center Compliance Manual and Health Center Site Visit Protocol.

**Completion Date: 02/28/19**

- Develop a corrective action plan to achieve full HRSA FQHC Program Requirement compliance.

**Completion Date: 03/31/19**

- Provide recommendations to RUHS-CHC management in the development and implementation of HRSA-compliant operational policies and procedures.

**Completion Date: Ongoing through the end of the Agreement (10/31/19)**

**SCOPE OF SERVICES  
MANAGEMENT SYSTEMS INTEGRATION, INC.**

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**Training:**

- Develop and provide CHC Board training, monthly, on various subjects including: Board Authority, Roll of the Board in an FQHC, Board Member Qualifications, Board Member Recruitment and Retention, Interpretation of Financial and Statistical Reporting, Quality Improvement and Quality Assurance from a Board Perspective, The Rolls of Board Committees, Sliding Fee Discount Program, and other appropriate or requested topics.

**Completion Date: 06/30/19**

- Train key management staff on achieving HRSA/BPHC Compliance.

**Completion Date: 06/30/19**

- Conduct policy and procedure training for staff to ensure proper implementation.

**Completion Date: 9/30/19**

- Assist in development of operational budget training for the RUHS-CHC sites and administrative staff.

**Completion Date: 04/30/19**

- Assist or lead operational budget training for site managers and administrative staff, with a focus on how operational decisions effect budget performance and how to read and assess monthly reports and implementing appropriate corrective actions.

**Completion Date: 06/30/19**

**Regulatory Compliance:**

- Preparation of Change in Scope (CIS) applications for submission to HRSA for new sites, new services and new specialties.

**Completion Date: 06/30/19**

**SCOPE OF SERVICES  
MANAGEMENT SYSTEMS INTEGRATION, INC.**

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**Financial:**

- Develop a calendar for HRSA required federal financial reporting based on grant award requirements.

**Completion Date: 12/14/18**

- Assist in developing RUHS-CHC financial policies and procedures that are compliant with HRSA, Riverside County and RUHS requirements.

**Completion Date: 10/31/19**

- Assist in the development of operating budgets for the existing RUHS-CHC sites and for new RUHS-CHC sites being constructed.

**Completion Date: 9/30/19**

- Be a resource for the RUHS-CHC finance executive, provide training and orientation to the federal regulatory environment, including federal grants management.

**Completion Date: Ongoing through the end of the agreement (10/31/19)**

- Fee schedule (charges) and Sliding Fee Discount Schedule development of an ongoing, standard process for RUHS-CHC.

**Completion Date: 01/31/19**

**2.0 No Review & Approval Authority. No Supervision.** While COUNTY may seek CONTRACTOR comment, assessments, or recommendations regarding employees, including, but not limited to, observations concerning performance, CONTRACTOR understands that it has no authority to direct the work of COUNTY employees or to make any decisions regarding employee status, assignments, job descriptions or to perform any functions that would purport to exercise authority over COUNTY employees and/or COUNTY operations and management. CONTRACTOR shall work closely and directly with the CHC Executive Director to implement any of the above components.



**SCOPE OF SERVICES  
MANAGEMENT SYSTEMS INTEGRATION, INC.**

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**3.0 COUNTY Responsibilities:**

COUNTY will provide CONTRACTOR with work space at its facilities, as appropriate, which, in the judgment of the COUNTY, meets Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including, but not limited to, providing appropriate security and physical restrictions. CONTRACTOR will not remove Protected Health Information (PHI) from COUNTY premises in any form. COUNTY will provide reports and analysis needed by CONTRACTOR to complete its deliverables, however such reports and analyses will remain the property of COUNTY and be returned upon to it no later than the date of termination of this Agreement.

**4.0 Violations of Law:**

CONTRACTOR's primary role is to provide the services described in this Agreement. It is expected that CONTRACTOR will take reasonable steps to act in accordance with all applicable laws and regulations and, therefore shall inform an appropriate person of any known violations of applicable laws and regulations that it believes may exist and which relate to the work being undertaken by CONTRACTOR.

**5.0 Information Technology Network:**

The COUNTY will ensure CONTRACTOR has access to COUNTY network as required to perform necessary services under the engagement. CONTRACTOR will use such network only in accordance with COUNTY's policies and procedures and will complete its training in those responsibilities before beginning work under this Agreement.

**PAYMENT PROVISIONS  
MANAGEMENT SYSTEMS INTEGRATION, INC.**

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- 1.0** This Exhibit B outlines the fees and expenses for the Services, as outlined in the foregoing Agreement.
- 2.0** CONTRACTOR shall submit a monthly electronic invoice in arrears for services rendered. Such invoices shall be submitted no later than the 15<sup>th</sup> day of the month.
- 3.0** CONTRACTOR shall be paid two hundred dollars (\$200) per hour for services rendered as described in EXHIBIT A, SCOPE OF SERVICES, not to exceed 1,170 hours for the period of December 1, 2018 through October 31, 2019.
- 4.0** Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred and ninety thousand dollars (\$390,000), including all expenses.



Date: 10/18/2018

From: Michelle DeSpain, Contracts Management on behalf of Joan Robbins, Chief Executive Officer, RUHS Community Health Centers

To: Board of Supervisors/Purchasing Agent

Via: Joan Robbins, Chief Executive Officer RUHS Community Health Centers

Subject: Single Source Procurement; Request for Management Systems Integration, Inc. to prepare change in scope applications, develop and implement operational and financial policies and procedures, perform operational reviews and assessments, and assist with strategic planning for the RUHS - Community Health Center

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** Management Systems Integration, Inc.

2. **Vendor ID:** 216418

3.  **Single Source**

*(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)*

*(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?** *(If yes, please provide the approved sole or single source number).*

**Yes**  **No**  
SSJ# 18-2017

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

**Yes** as well as on going projects



**5. Supply/Service being requested:**

Mark B. Wilcox is the owner and founder of Management Systems Integration, Inc., a consulting firm providing services in the community-based health care industry. Mr. Wilcox has over 30 years of experience providing consulting services in the areas of program compliance regulations as established by the Health Resources & Services Administration ("HRSA"). He has worked as an independent contractor for the Bureau of Primary Health Care ("BPHC") for operational and New Access Point Site Visits as both a Team Leader and as the Governance/Administration and Finance Reviewer, evaluating program compliance and providing recommendations for improvement relative to the nineteen program requirements of the FQHC and Look-Alike Programs. Mr. Wilcox also provided consultation services to the Federal Office of Performance Review/Office of Regional Operations (OPRIO) as a Certified Reviewer (Governance, Administration, Finance and Health Information Technology) and Certified Technical Assistance Expert Consultant.

**6. Unique features of the supply/service being requested from this supplier.**

Mr. Wilcox has experience working with the County of Riverside as a consultant responsible for establishing fiscal management processes for the RUHS Community Health Center that assure compliance with FQHC requirements, including the development of the grant and operational annual budget, establishment of policies and procedures that ensure financial viability, and provision of staff training to assure products and services provided by the organization are produced in a cost-effective manner.

While working as a consultant, Mr. Wilcox gained a unique understanding of the County and the RUHS Community Health Center as well as the particular operational issues and limitations. He has specific knowledge of the needs, goals and objectives of the Department in this engagement. Mr. Wilcox will collaborate with the Department in the development of change *in scope* applications, perform a compliance review on the new HRSA Compliance Manual in anticipation of the on-site visit in the Fall of 2019, and develop a corrective action plan for any deficiencies that are found during the review. Mr. Wilcox will also assist with the development of operational and financial policies and procedures and the training of staff to ensure proper implementation and compliance with the policies and procedures.

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

Mr. Wilcox's extensive industry experience and his unique understanding of the County's operational goals and objectives will eliminate onboarding time and support the County in meeting its objectives of expanding patient care services within the community in a manner that is fiscally prudent and assures regulatory compliance.

The County was fully designated as a 330(e) program grantee in August 2015. The County anticipates opening new health center facilities in Corona, Moreno Valley and Jurupa this year. In addition, the County intends to add specialty services such as infectious disease, podiatry, endocrinology and ophthalmology. A health center's scope of project includes the activities that the total approved section 330 grant-related project budget supports. Specifically, the scope of project defines the approved service sites, services, providers, service area(s), and target populations(s) which are supported (wholly or in part) under the total section 330 grant-related



project budget. A grantee's scope of project must be consistent with applicable statutory and regulatory requirements and the mission of the health center. To bring new facilities and specialty services into scope under the 330 grant project, the County must request prior approval by filing a change in scope application with HRSA to ensure the activities are approved and supported by the project budget as granted by HRSA. A project change in scope is predicated on the development of a budget to demonstrate that the changes will not result in the diminution of the grantee's total level or quality of health services currently provided to the target population. Additionally, a request to change the approved scope of project must be accomplished without additional Health Center Program funding.

Because of the importance of scope of project, it is expected that grantees will request prior approval at least 60 days in advance of their desired implementation date for changes in scope for service delivery sites and services provided. Timely submission of a change in scope request is important to ensure Medicaid and Medicare FQHC reimbursement, FTCA coverage, and 340B Drug Pricing benefits for the specific site/service, as appropriate.

8. **Period of Performance:** From: December 1, 2018 to October 31, 2019  
(total number of years)

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

*(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)*

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:	FY 18/19	FY 19/20				Total
One-time Costs:	\$182,000	\$52,000				\$234,000
(Insert description)						
Ongoing Costs:						
(Insert description)						
Previous SSJ Approved Amounts:						
(Insert description)						
Total Costs	\$182,000	\$52,000				\$234,000

Note: Insert additional rows as needed

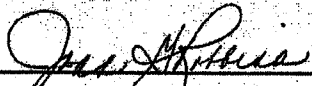
**10. Price Reasonableness:**

This Agreement offers industry competitive rates at an hourly rate of \$200.00 per hour. Mr. Wilcox hourly rate has remained the same since inception.

The services provided by Mr. Wilcox will end upon completion of the project (e.g., when the change in scope applications are submitted, the compliance review has been performed and the corrective action plan has been developed, recommendations have been made to RUHS CHC management in the development and implementation of the HRSA compliant operational and financial policies and procedures, and staff has been trained to ensure that the clinics are compliant with the new standards)

**11. Projected Board of Supervisor Date (if applicable): 12/4/2018**

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

	<u>Jon G. Robbins</u>	<u>10-19-18</u>
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:

Reflects amendment dollar amount  
previous sole source 13207 amount  
not included (M)

Not to exceed:

One-time \$ 234,000

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

[Signature]  
Purchasing Agent

11/1/18  
Date

19-081  
Approval Number  
(Reference on Purchasing Documents)