

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



ITEM
15.2
(ID # 9601)

MEETING DATE:

Tuesday, April 30, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Third Amendment to the Professional Service Agreement for Consulting Services between the County of Riverside and Dolores Aeberli; District 5; [Total Cost \$200,000; up to \$20,000 in additional compensation – 100% Hospital Enterprise Fund].

RECOMMENDED MOTION: That the Governing Board:

1. Approve the Third 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, 2019 and continuing through June 30, 2020, with a one-year renewal option through June 30, 2021, for a maximum compensation amount of \$100,000 annually, 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 and based on the availability of funding and as approved by County Counsel, to sign an amendment that exercises the one-year renewal option, to sign amendments that do not change the substantive terms of the agreement, and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

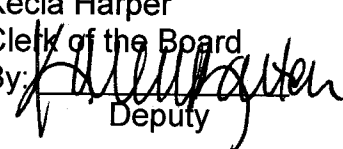
ACTION:Policy


 Jennifer Cruikshank, Chief Executive Officer – Health System 4/9/2019

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington and Perez
 Nays: None
 Absent: Hewitt
 Date: April 30, 2019
 xc: RUHS-Medical Center, Purchasing

Kecia Harper
 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	\$ 100,000	\$ 200,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 19/20-20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action extends the existing Agreement with Dolores Aeberli as the services required for fiscal year 2019-2020 include fiscal support to the Federally Qualified Health Center department, including assistance and analysis in the turn-around plan of the Community Health Clinics. Furthermore, Ms. Aeberli will continue to provide fiscal assessment and assistance with the current Medical Office Building (MOB) budget and financial model.

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 received services of Ms. Aeberli while the hospital was recruiting for a permanent Chief Financial Officer (CFO). Her continued services supported the CFO, as well as, guided the continuity of RUHS Medical Center's Financial Performance Improvement and Health Systems Strategic Plan. The plan included modeling and forecasting of strategic projects including but not limited to construction cost and projected revenues of the new Medical Office Building (MOB), and analysis and projections of current and future RUHS-FQHC associated with the new MOB.

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.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Additional Fiscal Information

The table below illustrates items which the Board approved for the specified period of performance.

FY 2016/2017	FY2017/2018	FY2018/2019	FY2019/2020	FY2020/2021	TOTAL
\$41,665	\$100,000	\$100,000	\$100,000	\$100,000	\$441,665

This Third Amendment allocates \$100,000, including all expenses, for the period of July 1, 2019 through June 30, 2020 and, should the parties exercise the option to renew for an additional year, the maximum payments shall not exceed \$100,000, including all expenses for the period of July 1, 2020 through June 30, 2021 for an aggregate maximum contract amount of \$441,665.

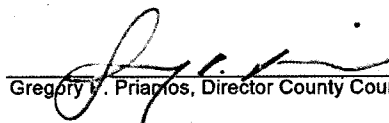
Contract History and Price Reasonableness

On February 23, 2016, the Purchasing Agent executed the Agreement with Dolores Aeberli to provide consulting services not to exceed \$50,000. On March 21, 2017, Agenda Item 3.22 the Board approved a First Amendment to extend the consulting service with Ms. Aeberli. The Amendment allowed Ms. Aeberli to provide analysis and advice to RUHS-MC on cost containment, efficiency and capital expenditure planning. Ms. Aeberli is familiar with the non-labor cost savings made to RUHS by Huron consulting and has provided advice on how to implement those recommendations. On May 22, 2018; Agenda Item 3.29 the Board approved a Second Amendment which extended the Agreement effective July 1, 2018 through June 30, 2019. The Second Amendment helped RUHS-MC to support its improvement of its Fiscal department by achieving financial and operation performance targets. The cost for Ms. Aeberli's consulting services remain at the same rate of \$100.00 per hour, and well below market standards as it relates to consulting services. This hourly rate is within the range of expert-level consultant work by others with similar background, license and experience.

ATTACHMENTS:

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


Teresa Summers, Director of Purchasing 4/16/2019


Gregory Priapos, Director County Counsel 4/18/2019

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

This Third Amendment to the Professional Service Agreement for Consulting Services (“Third Amendment”) is made and entered into 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”), sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Consulting Services, executed February 23, 2016, (“Agreement”), with a First Amendment (“First Amendment”) approved March 21, 2017; Agenda Item 3.22, and a Second Amendment (“Second Amendment”) approved May 22, 2018; Agenda Item 3.29; and,

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to extend the Period of Performance for one (1) year commencing on July 1, 2019 and continuing through June 30, 2020 and to add an option to renew for one (1) additional year;

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 as follows:

“This Agreement shall be effective February 23, 2016 and continues in effect through June 30, 2020, with the option to renew for one (1) additional year through June 30, 2021 by a written amendment signed by the authorized representatives of both parties, unless terminated earlier.”

2. **Compensation.** The second sentence of 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) annually, including all expenses.”

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) annually, including all expenses.”

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 Third Amendment to the Agreement shall become effective upon signature of both Parties, or July 1, 2019, whichever should come first.

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

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

DOLORES AEBERLI

By: 
Kevin Jeffries
Chairman, Board of Supervisors

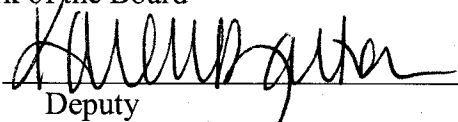
By: 
Dolores Aeberli

Date: APR 30 2019

Date: 4/8/19

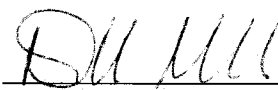
ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Date: 4/9/19