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



ITEM 15.2 (ID # 9884)

MEETING DATE:

Tuesday, June 25, 2019

FROM: (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Second Amendment to the Professional Service Agreement with WIPFLi, LLP for Federally Qualified Health Center (FQHC) Consulting Services, without seeking competitive bids, All Districts. [Total Cost \$100,000; up to \$15,000 in additional compensation - 100% Federally Qualified Health Center Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the Second Amendment to the Professional Service Agreement with WIPFLi, LLP for Federally Qualified Health Center Consulting Services, without seeking competitive bids, to increase the contract amount by \$100,000, to extend the contract term for one additional year through June 30, 2020 with the option to renew for twelve (12) additional months through June 30, 2021, 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: sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

June 25, 2019

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RUHS-Medical Center, Purchasing

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FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:		Total Cost:		Ongoing Cost
COST	\$	0	\$	100,000	\$	100,000	\$0
NET COUNTY COST	\$	0	\$	0	\$	0	\$0
SOURCE OF FUNDS: 100% FEDERALLY QUALIFIED HEALTH CENTER FUND						Budget Adji	ıstment: No
				•		For Fiscal Y	ear: 19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Community Health Centers must adhere to and follow HRSA guidelines. The Community Health Care Centers seek the experience in the areas of compliance, legal, and financial best practices to pass state audits and achieve financial success. RUHS Community Health Centers request WIPFLi's continued services to aide in successfully passing state audits and achieving optimal financial success. WIPFLi, LLP is a unique firm with vast expertise in California hospital and California Federally Qualified Health Center reimbursement requirements and HRSA Federal regulations. WIPFLi's tenured knowledge in HRSA compliance and familiarity and knowledge of RUHS has made it possible to successfully integrate HRSA Federally Qualified Health Care's laws and compliance practices into an integrated health system at RUHS. RUHS' Federally Qualified Health Centers continued growth and operational success is contributed to the assistance of WIPFLi's keen analysis of cost review and cost allocation. RUHS will continue to require WIPFLi, LLP's assistance with operational as well as financial strategies in preparation of future HRSA audits and future clinic(s) expansion. WIPFLi's continuous review and modification to best practices, tedious evaluation of PPS reconciliations, billing, years of knowledge in HRSA licensing, cost reporting, rate setting, constant review of Medicare enrollment and operational strategies are key assets to the operational success of the Federally Qualified Health Centers. RUHS will continue to require WIPFLi's expertise until a seasoned, capable candidate has been hired to assist the Federally Qualified Health Centers with said areas.

Impact on Residents and Businesses

Steve Ruosso, Partner of WIPFLi, LLP, assigned consultant to RUHS with 37 years of combined experience in the health care industry and Federally Qualified Health Center clinics has enabled the Federally Qualified Health Centers to remain compliant with HRSA laws and regulations. Steve's endless knowledge of clinic rate setting and operations has led the Community Health Centers to successful expansion. The clinic expansion allows residents increased access to medical care.

<u>Additional Fiscal Information</u>

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FY 18/19	FY 19/20	TOTAL
\$50,000	\$100,000	\$150,000

This Second Amendment allocates \$100,000, including all expenses for the period of July 1, 2019 through June 30, 2020.

Contract History and Price Reasonableness

On December 26, 2018, the County entered into a Professional Service Agreement for Federally Qualified Health Center (FQHC) Consulting Services with WIPFLi, LLP, effective November 1, 2018 through June 20, 2019, for a one-day on-site visit with FQHC personnel with a maximum compensation amount of \$7,500. On March 1, 2019, the County entered into a First Amendment to the Professional Service Agreement for Federally Qualified Health Center (FQHC) Consulting Services with WIPFLi, LLP, effective March 1, 2019, to expand the scope of services to include hourly consulting services at a rate of \$300 per hour and to increase the maximum compensation amount by \$42,500, for a total contract amount not to exceed \$50,000, including all expenses. This Second Amendment increases the maximum compensation amount by \$100,000 for a total contract amount not to exceed \$150,000, including all expenses. WIPFLi's hourly rate of \$300.00 remains consistent with no increase and falls within the industry standard hourly rate.

ATTACHMENTS:

Attachment A:

SECOND AMENDMENT TO THE PROFESSIONAL SERVICE

AGREEMENT FOR FEDERALLY QUALIFIED HEALTH CENTER

(FQHC) CONSULTING SERVICES BETWEEN COUNTY OF

RIVERSIDE AND WIPFLI, LLP

SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR FEDERALLY QUALIFIED HEALTH CENTER (FQHC) CONSULTING SERVICES BETWEEN COUNTY OF RIVERSIDE AND WIPFLI, LLP

That certain Professional Service Agreement for Federally Qualified Health Center (FQHC) Consulting Services ("Agreement"), made and entered into effective November 1, 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 WIPFLi, LLP ("CONTRACTOR"), a Wisconsin limited liability partnership, with a First Amendment effective March 1, 2019, is hereby amended as follows:

1. **Period of Performance.** The first sentence of Subsection 2.1 of Section 2. <u>Period of Performance</u> is hereby amended to extend the period of performance for twelve (12) months commencing on July 1, 2019 and continuing through June 30, 2020 with the option to renew for twelve (12) additional months, as follows:

"This Agreement shall be effective November 1, 2018 ("Effective Date") and continues in effect through June 30, 2020 with the option to renew for twelve (12) additional months through June 30, 2021 via 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. <u>Compensation</u> is hereby amended to increase the maximum compensation amount by one hundred thousand dollars (\$100,000) from fifty thousand dollars (\$50,000) to one hundred fifty thousand dollars (\$150,000) as follows:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred fifty thousand dollars (\$150,000), including all expenses."

- 3. **Exhibit A-1.** EXHIBIT A-1, SCOPE OF SERVICE, is hereby deleted in its entirety and replaced with EXHIBIT A-1, SCOPE OF SERVICE, 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 Second 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 Second Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California	WIPFLi, LLP, a Wisconsin limited liability partnership				
By: Kevin Jeffries Chairman, Board of Supervisors	By: Steve Rousso Partner				
Date: JUN 2 5 2019	Date: 05/28/2019				
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: <u>U/II/19</u>					

SCOPE OF SERVICE WIPFLI, LLP

- 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"):
 - a. Review costs and cost allocations in preparation for Corona Medi-Cal PPS rate setting cost report;
 - b. Evaluate options for fiscal year ending 6/30/19 Medi-Cal change of scope rate rebase;
 - c. Follow up on enrollment and initiate rate setting for Moreno Valley clinic;
 - d. Review Medicare enrollment and Medi-Cal notification for mobile clinic for completion and accuracy;
 - e. Initiate Medi-Cal enrollment and initial rate setting and Medicare enrollment for Perris and Jurupa clinic;
 - f. Support Rubidoux Medi-Cal PPS rate setting by providing guidance on the audit formal appeal process;
 - g. Attend and/or participate in onsite or conference call meetings with RUHS regarding FQHC matters as needed;
 - h. Assess and assist RUHS with clinic strategies as it pertains to the opening of a clinic, moving or site expansions, and the impact of PPS rates as well as any subsequent issues;
 - i. Assess and assist RUHS in identifying opportunities to increase the clinics PPS rate through a scope of service rate request change and estimate financial impact;
 - j. Brief management on current FQHC rules and regulations; address and answer questions;
 - k. Assist with billing licensing, HRSA, CDPH, and Medicare issues;
 - 1. Assess and assist reviewing prior PPS reconciliations;
 - m. Other consulting services as requested and agreed to between the parties.

PAYMENT PROVISION WIPFLi, LLP

- 1.0 This Exhibit B outlines the fees for the services, as outlined in the foregoing Agreement.
- 2.0 CONTRACTOR shall submit an invoice in arrears for services rendered. Such invoice shall be submitted within fifteen (15) days from the last day of the calendar month in which services were rendered. COUNTY shall pay for such services billed no later than thirty (30) working days from the date of receipt of the invoice.
- 3.0 CONTRACTOR shall be paid a one-time fee of \$7,500 for the one-day on-site visit as described in Exhibit A, Scope of Service.
- 4.0 CONTRACTOR shall be paid three hundred dollars (\$300) per hour for consulting services rendered as described in Exhibit A-1, Scope of Services, not to exceed one hundred forty-one (141) hours for the period of March 1, 2019 through June 30, 2019 and three hundred thirty-three (333) hours for the period of July 1, 2019 through June 30, 2020.
- 5.0 Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred fifty thousand dollars (\$150,000) for the duration of the Agreement, including all expenses.