



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



ITEM: 15.2
(ID # 12638)

MEETING DATE:

Tuesday, July 07, 2020

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Third 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 \$25,000 in additional compensation - 100% Federally Qualified Health Center Enterprise Fund-40090]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Third Amendment to the Professional Service Agreement with WIPFLi, LLP for Federally Qualified Health Center (FQHC) Consulting Services, without seeking competitive bids, to extend the period of performance for one year, July 1, 2020 through June 30, 2021, increase the total maximum compensation amount by \$100,000, from \$150,000 to \$250,000, and update the scope of services; 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 scope of services 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 agreement.


ACTION:


Jennifer Cruikshank, Health System Officer - Health System 6/26/2020

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 07, 2020
 xc: RUHS-MC, Purchasing

Kecia R. Harper
 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 0	\$ 100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federally Qualified Health Center Enterprise Fund			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Community Health Centers continue to require WIPFLi, LLP's specialty consulting services in the areas of Health Resources and Services Administration (HRSA) guidelines, financial strategies, HRSA compliance and financial best practices. The Community Health Centers must adhere to and follow HRSA guidelines. WIPFLi, LLP has been instrumental in preparing RUHS Community Health Centers' staff for future audits and successfully passing the audits by arming the clinics with HRSA best practices needed for success and growth. WIPFLi's skilled and experienced staff in the areas of Medicare Enrollment, cost reporting, rate setting and HRSA licensing have attributed to the successful expansion of additional Community Health Centers in the County. Steve Ruosso's, Partner of WIPFLi, LLP, and the assigned consultant to RUHS Community Health Centers, services will continue to be needed for fiscal year 20/21 to assist the Community Health Centers in the areas of HRSA clinical operations and financial strategies until an experienced and capable candidate has been hired.

Impact on Residents and Businesses

WIPFLi, LLP's vast knowledge of HRSA regulations combined with over thirty years in the health care industry have proven to be an asset to the growth and success of the Community Health Centers. The expansion of additional clinics in the community have improved patient access to outpatient medical care.

Additional Fiscal Information

FY 18/19	FY 19/20	FY 20/21	Total
\$50,000	\$100,000	\$100,000	\$250,000

This Third Amendment increases the total maximum compensation amount of the agreement by \$100,000, from \$150,000 to \$250,000. The additional \$100,000 will be allocated for services rendered during the period of July 1, 2020 through June 30, 2021.

Contract History and Price Reasonableness

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

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 30, 2019, for a one-day on-site visit with FQHC personnel with a maximum compensation amount of \$7,500. On March 18, 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. On June 25, 2019, Agenda Item # 15.2, the Board of Supervisors approved the Second Amendment to the Professional Service Agreement for Federally Qualified Health Center (FQHC) Consulting Services with WIPFLi, LLP. The Second Amendment extended the period of performance through June 30, 2020 and increased the maximum compensation amount by \$100,000 for a total contract amount not to exceed \$150,000, including all expenses. This Third Amendment will extend the period of performance through June 30, 2021 and increase the maximum compensation amount by \$100,000 for a total contract amount not to exceed \$250,000, including all expenses. WIPFLi's hourly rate of \$300.00 will remain the same.

ATTACHMENT A: THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR FEDERALLY QUALIFIED HEALTH CENTER (FQHC) CONSULTING SERVICES BETWEEN COUNTY OF RIVERSIDE AND WIPFLi, LLP


Teresa Summers, Director of Purchasing 6/26/2020

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
BUDGET AND REIMBURSEMENT CONSULTING SERVICES
BETWEEN
COUNTY OF RIVERSIDE
AND
ESSENTIAL CONSULTING, LLC**

This Second Amendment to the Professional Service Agreement for Budget and Reimbursement Consulting Services (herein referred to as "Second Amendment") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), on behalf of Riverside University Health System (herein referred to as "RUHS"), and ESSENTIAL CONSULTING, LLC, a California limited liability company, (herein referred to as "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 Budget and Reimbursement Consulting Services, executed March 27, 2019 and effective March 21, 2019, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain First Amendment to the Agreement, approved July 23, 2019, Agenda Item 15.2, and effective July 1, 2019, to extend the period of performance for one (1) additional year, commencing on July 1, 2019 and continuing through June 30, 2020, with the option to renew for two (2) additional years through June 30, 2022, and to increase the annual not to exceed amount by seventy thousand dollars (\$70,000), from fifty thousand dollars (\$50,000) annually to one hundred twenty thousand dollars (\$120,000) annually, (herein referred to as "First Amendment"); and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the period of performance for one (1) additional year, commencing on July 1, 2020 and continuing through June 30, 2021, and to increase the annual not to exceed amount by seventy thousand dollars (\$70,000), from one hundred twenty thousand dollars (\$120,000) annually to one hundred ninety thousand dollars (\$190,000) annually;

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 to extend the period of performance for one (1) additional year, commencing on July 1, 2020 and continuing through June 30, 2021, as follows:

"This Agreement shall be effective March 21, 2019 or upon signature of this Agreement by both Parties, whichever should come first, and continues in effect through June 30, 2021, with the option to renew for one (1) additional year through June 30, 2022 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 to increase the annual not to exceed amount by seventy thousand dollars (\$70,000), from

one hundred twenty thousand dollars (\$120,000) annually to one hundred ninety thousand dollars (\$190,000) annually, as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred ninety thousand dollars (\$190,000) annually, including all expenses.”

3. **Exhibit B.** Section 5.0 of Exhibit B, PAYMENT PROVISION, is hereby amended to increase the annual not to exceed amount by seventy thousand dollars (\$70,000), from one hundred twenty thousand dollars (\$120,000) annually to one hundred ninety thousand dollars (\$190,000) annually, as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred ninety thousand dollars (\$190,000) 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 Second Amendment to the Agreement shall become effective June 1, 2020.

[Signature Page Follows]

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

ESSENTIAL CONSULTING, LLC, a California limited liability company

By: V. M. Perez

By: Randi Deckard

Name: V. Manuel Perez

Name: Randi Deckard

Title: Chairman, Board of Supervisors

Title: VP, Sales & Client Relations

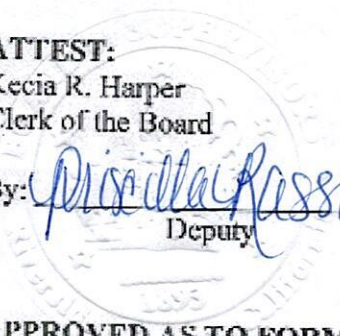
Date: 1 JUL 07 2020

Date: May 18, 2020

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Priscilla Fasso
Deputy



APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Danielle Maland

Danielle Maland
Deputy County Counsel

Date: 5/29/20

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subdivision of the State of California

ESSENTIAL CONSULTING, LLC, a California
limited liability company

By: _____

By: Randi Deckard

Name: V. Manuel Perez

Name: Randi Deckard

Title: Chairman, Board of Supervisors

Title: VP, Sales & Client Relations

Date: _____

Date: May 18, 2020

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: _____



- Initiate Medi-Cal enrollment and initial rate setting and Medicare enrollment for Perris and Jurupa clinics as well as for new clinics
- Support Rubidoux clinic Medi-Cal PPS rate setting by providing guidance on the audit formal appeal process
- Attend and/or participate in onsite or conference call meetings with RUHS regarding FQHC matters as needed
- 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
- 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
- Brief management on current FQHC rules and regulations; address and answer questions

6.

Unique features of the supply/service being requested from this supplier. WIPFLI's 30 year experience in the areas of healthcare, HRSA guidelines and Medicare has been an instrumental tool in assisting the CHC's with clinic expansion and successfully passing state audits. WIPFLI, LLP's dual knowledge in California Hospitals and Community Health Centers give this company an advantage. Their dual expertise and their history with RUHS make WIPFLI, LLP a continued asset to not only RUHS but the community.

WIPFLI's skilled and experienced staff in the areas of Medicare, rate setting and HRSA guidelines have aided the clinic in developing financial best practices.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The Community Health Centers must adhere to HRSA guidelines. It is imperative to the operational success of the Community Health Centers that RUHS continue to seek the expertise of WIPFLI, LLP staff until a knowledgeable and experienced candidate has been hired to assist the CHC's on a full-time basis. WIPFLI's experience and knowledge continue to be an asset to the Community Health Centers. The expansion of the clinics throughout the community has improved access to patient care.

8. **Period of Performance:** July 1, 2020 June 30, 2021

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

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.

Description:	FY18/19_	FY19/20_	FY20/21_	Total
One-time Costs:		\$100,000	\$100,000	\$250,000
<i>(Insert description)</i>				
Ongoing Costs:				
<i>(Insert description)</i>				
Previous SSJ Approved Amounts:	\$50,000			
<i>(Insert description)</i>				
Total Costs	\$50,000	\$100,000	\$100,000	\$250,000

Note: Insert additional rows as needed

This Third Amendment increases the total maximum compensation amount of the agreement by \$100,000, from \$150,000 to \$250,000. The additional \$100,000 will be allocated for services rendered during the period of July 1, 2020 through June 30, 2021.

10. 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 30, 2019, for a one-day on-site visit with FQHC personnel with a maximum compensation amount of \$7,500. On March 18, 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. On June 25, 2019, Agenda Item #15.2, the Board of Supervisors approved the Second Amendment to the Professional Service Agreement with WIPFLI, LLP for Federally Qualified Health Center (FQHC) Consulting Services. The Second Amendment extended the period of performance through June 30, 2020 and increased the maximum compensation amount by \$100,000 for a total contract amount not to exceed \$150,000, including all expenses. This Third Amendment will extend the period of performance through June 30, 2021 and increase the



maximum compensation amount by \$100,000 for a total contract amount not to exceed \$250,000, including all expenses. WIPFLI's hourly rate of \$300.00 will remain the same.

11. Projected Board of Supervisor Date (if applicable): July 14, 2020



DocuSigned by:

 Department Head Signature (or designee) Jennifer Cruskshank 6/22/2020
 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:


AMENDMENT MUST BE APPROVED AS
TO FORM BY COUNTY COUNSEL. SSS.
ONLY COVERS PERIOD OF JULY 1, 2020 -
JUNE 30, 2021

Not to exceed:

One-time \$ 100,000 JULY 1, 2020 - JUNE 30 2021

Annual Amount \$ _____ / per fiscal year through _____ (date)
 (If Annual Amount Varies each FY)

FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____


 Purchasing Agent 6/25/2020 21-020
 ASST. DIRECTOR Date Approval Number
 (Reference on Purchasing Documents)