



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



ITEM: 15.3
(ID # 19898)

MEETING DATE:

Tuesday, September 13, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Fifth Amendment to the Professional Service Agreement with WIPFLi, LLP for Federally Qualified Health Center Consulting Services, without seeking competitive bids through June 30, 2023, All Districts. [Total Cost Increase \$95,400; up to \$44,540 in Additional Compensation, 100% Federally Qualified Health Center Enterprise Fund – 40090]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Fifth Amendment to the Professional Service Agreement with WIPFLi, LLP without seeking competitive bids for Federally Qualified Health Center (FQHC) Consulting Services effective February 1, 2022 through June 30, 2023 and to increase the total maximum compensation amount by \$95,400 from \$350,000 to \$445,400, and authorize the Chair of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved as to form by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total cost of the agreement.

ACTION:Policy


 Jennifer Cruikshank, Chief Executive Officer – Health System 8/30/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: September 13, 2022
 xc: RUHS

Kecia R. Harper
 Clerk of the Board
 By: 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 95,400	\$ 0	\$ 95,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% - Federally Qualified Health Center Enterprise Fund - 40090			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested board action will allow WIPFLi, LLP to continue consultation services to RUHS-FQHC.

RUHS Community Health Centers (CHC) expansion in the community facilitates the need to continue to procure WIPFLI, LLP a tenured and experienced partner in HRSA, RUHS operations, Medicare/State guidelines, FQHC Financial and Consultative services. WIPFLi, LLP will continue to provide the following services:

- Reviewing costs and cost allocations in preparation for RUHS-CHCs Medi-Cal PPS Rate setting cost reports.
- Evaluation options for fiscal year ending 6/30/21 and 6/30/22 Medi-Cal change of scope rebase.
- Follow-up on enrollment and initiate rate setting for new RUHS-CHCs.
- Review Medicare enrollment and Medi-Cal notification for clinics for completion and accuracy.
- Attend and/or participate in onsite or conference call meetings with RUHS regarding FQHC matters as needed.
- Assess and assist RUHS with clinic strategies pertaining 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.

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- Brief management on current FQHC rules and regulations; address and answer questions.

CHCs must abide by HRSA guidelines. WIPFLi's experienced staff stays abreast of changes to HRSA, Medi-Cal and Medicare rules and requirements and provides education to RUHS staff on forthcoming regulatory changes. WIPFLi provides financial feasibility studies and assists the CHCs with delivering Prospective Payment Systems strategies that ensure the CHCs successfully obtain full reimbursement.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Contract History and Price Reasonableness

On December 26, 2018, the County entered into a Professional Service Agreement for 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 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 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. On July 7, 2020, Agenda item # 15.2, the Board of Supervisors approved the Third Amendment to the Professional Service Agreement for FQHC Consulting Services with WIPFLi, LLP. The Third Amendment updated the scope of services, extended the period of performance through June 30, 2021, and increased the maximum compensation amount by \$100,000 for a total contract amount not to exceed \$250,000, including all expenses. On September 28, 2021, Agenda Item #15.1, the Board of Supervisors approved the Fourth Amendment to the Professional Service Agreement for FQHC Consulting Services with WIPFLi, LLP. The Fourth Amendment updated the scope of services, extended the period of performance through June 30, 2023, and increased the maximum compensation amount by \$100,000 for a total contract amount not to exceed \$350,000, including all expenses.

WIPFLi's previous input and strategic planning helped the CHCs to successfully appeal disallowances, per the Department of Health Care Services (DHCS), which resulted in recovered revenues. WIPFLi aided in the process of rate setting at multiple CHC sites as well as provided essential contributions in the CHCs. WIPFLi appealed to obtain approval from the

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DHCS to recover funds for services performed. WIPFLI has proven success and is willing to keep the hourly rate consistent with the 2018 rates of \$300 per hour.

The Fifth Amendment will increase the payable hours of service from WIPFLI from 141 hours per fiscal years 21/22 and 22/23, to 300 hours for fiscal years 21/22 and 22/23. This increase in hours will result in an annual increase of \$47,700 per fiscal year. This increase will result in an aggregate maximum contract increase from \$350,000 to \$445,400. Board approval of this Amendment is required as it exceeds prior board approval amounts and exceeds the authority delegated to the purchasing agent to sign amendments to the compensation provisions.

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

WIPFLI SSJ Amend request - APPROVED


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

8/31/2022


Jacqueline Ruiz, Sr. Management Analyst

9/7/2022


County Counsel

8/31/2022

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

This Fifth Amendment to the Professional Service Agreement for Federally Qualified Health Center (FQHC) Consulting Services (herein referred to as "Fifth 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 WIPFLi, LLP, a Wisconsin limited liability partnership (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 Federally Qualified Health Center (FQHC) Consulting Services, executed December 26, 2018 and effective November 1, 2018, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain First Amendment to the Agreement, executed March 18, 2019 and effective March 1, 2019, to increase the maximum compensation amount by forty-two thousand five hundred dollars (\$42,500), from seven thousand five hundred dollars (\$7,500) to fifty thousand dollars (\$50,000), add Exhibit A-1, Scope of Services, and amend Exhibit B, Payment Provisions (herein referred to as "First Amendment"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Second Amendment to the Agreement, approved by the Board of Supervisors on June 25, 2019, Agenda Item 15.2, and effective July 1, 2019, to extend the period of performance for twelve (12) months, commencing on July 1, 2019 and continuing through June 30, 2020, 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), amend Exhibit A-1, Scope of Services, and amend Exhibit B, Payment Provisions (herein referred to as "Second Amendment"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Third Amendment to the Agreement, approved by the Board of Supervisors on July 14, 2020, Agenda Item 15.2, and effective July 1, 2020, to extend the period of performance for twelve (12) months, commencing on July 1, 2020 and continuing through June 30, 2021, increase the maximum compensation amount by one hundred thousand dollars (\$100,000), from one hundred fifty thousand dollars (\$150,000) to two hundred fifty thousand dollars (\$250,000), amend Exhibit A-1, Scope of Services, and amend Exhibit B, Payment Provisions (herein referred to as "Third Amendment"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Fourth Amendment to the Agreement, approved by the Board of Supervisors on September 28, 2021, Agenda Item 15.1, and effective July 1, 2021, to extend the period of performance for twenty-four (24) months, commencing on July 1, 2021 and continuing through June 30, 2023, increase

the maximum compensation amount by one hundred thousand dollars (\$100,000), from two hundred fifty thousand dollars (\$250,000) to three hundred fifty thousand dollars (\$350,000), amend Exhibit A-1, Scope of Services, and amend Exhibit B, Payment Provisions (herein referred to as "Fourth Amendment"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum compensation amount and amend Exhibit B, Payment Provisions;

NOW THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct, and incorporated herein by reference.
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum compensation amount by ninety-five thousand four hundred dollars (\$95,400), from three hundred fifty thousand dollars (\$350,000) to four hundred forty-five thousand four hundred dollars (\$445,400), to read as follows:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred forty-five thousand four hundred dollars (\$445,400), including all expenses."
3. **Exhibit B.** EXHIBIT B, PAYMENT PROVISIONS, is hereby deleted in its entirety and replaced with EXHIBIT B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
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 Fifth Amendment to the Agreement shall become effective February 1, 2022.
6. **Electronic Signature.** This Fourth Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Fourth Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Fourth Amendment. The parties further agree that the electronic signatures of the parties included in this Fourth Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably


[Signature Page Follows]

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

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

WIPFLI, LLP, a Wisconsin limited liability partnership

By: 
Jeff Hewitt
Chair, Board of Supervisors


By: 
Steve Rousso,
Partner

Date: SEP 13 2022

Date: June 13, 2022

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

APPROVED AS TO FORM:
County Counsel

By: 
Esen Sainz
Deputy County Counsel

Date: Jun 13, 2022

**PAYMENT PROVISIONS
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 three hundred dollars (\$300) per hour for consulting services rendered as described in Exhibit A-2, Scope of Services, not to exceed one hundred forty-one (141) hours for the period of March 1, 2019 through June 30, 2019, three hundred thirty-three (333) hours for the period of July 1, 2019 through June 30, 2020, three hundred thirty-three (333) hours for the period of July 1, 2020 through June 30, 2021, three hundred (300) hours for the period of July 1, 2021 through June 30, 2022, and three hundred (300) hours for the period of July 1, 2022 through June 30, 2023.
- 4.0** Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred forty-five thousand four hundred dollars (\$445,400) for the duration of the Agreement, including all expenses.









WIPFLI - 5th Amnd_AATF_vendor sign

Final Audit Report

2022-06-13

Created:	2022-06-13
By:	Gilbert Rivera (g.rivera@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJmg_JG2h3fw9ONJciWBaYEQwIx2qwnBZ

"WIPFLI - 5th Amnd_AATF_vendor sign" History

-  Document created by Gilbert Rivera (g.rivera@ruhealth.org)
2022-06-13 - 8:35:11 PM GMT
-  Document emailed to Denise Esparza (dresparza@rivco.org) for signature
2022-06-13 - 8:35:41 PM GMT
-  Email viewed by Denise Esparza (dresparza@rivco.org)
2022-06-13 - 8:36:58 PM GMT
-  Document signing delegated to Esen Sainz (esainz@rivco.org) by Denise Esparza (dresparza@rivco.org)
2022-06-13 - 8:37:21 PM GMT
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2022-06-13 - 8:37:21 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2022-06-13 - 11:54:51 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2022-06-13 - 11:58:57 PM GMT - Time Source: server
-  Agreement completed.
2022-06-13 - 11:58:57 PM GMT