

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

May 24, 2022

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Agreement with Wipfli LLP for Consulting Services relating to Medicare and Medi-Cal Physician Enrollment, Licensing, Credentialing, and Billing for the Redlands Family Health Center

RECOMMENDATION(S)

Approve engagement letter **Agreement No. 22-353** with Wipfli LLP, including non-standard terms, for consulting services relating to Medicare and Medi-Cal physician enrollment, licensing, credentialing and billing for services provided at the Redlands Family Health Center, in the not-to-exceed amount of \$50,000 for the contract period of May 24, 2022 through May 23, 2023. (Presenter: William L. Gilbert, Director, 580-6150)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost) as the not-to-exceed amount of \$50,000 is funded by State Medi-Cal, Federal Medicare, private insurances, and other departmental revenue. Funding sources may change in the future pending any legislative activity related to the repeal and/or replacement of the Affordable Care Act. Sufficient appropriation and revenue are included in the Arrowhead Regional Medical Center (ARMC) 2021-22 budget and will be included in the future recommended budget.

BACKGROUND INFORMATION

Approval of the agreement will allow Wipfli LLP to provide consulting services to ARMC for Medicare and Medi-Cal enrollment, licensing, credentialing and billing issues relating to the Redlands Family Health Center (the "Health Center"). The Health Center is currently operating as a public health clinic and is unable to bill Medicare or Medi-Cal because it is not yet licensed by the California Department of Public Health, which is prerequisite to billing those programs. Under the agreement, Wipfli will assist ARMC to obtain licensure for the Health Center and will provide credentialing and billing advice so that ARMC and its providers can bill Medicare and Medi-Cal for the services they provide at the Health Center for patients covered under those programs.

Wipfli LLP (Wipfli), established in 1934, is a top 20 national business consulting firm with over 2,900 associates and 48 offices, serving more than 84,000 clients. This engagement will be contracted with the healthcare business consulting practice in the Oakland office. Wipfli specializes in working with healthcare facilities and medical providers to obtain Medicare and Medi-Cal credentials. Wipfli will assist ARMC staff with the applications and data requirements

**Agreement with Wipfli LLP for Consulting Services relating to Medicare and Medi-Cal Physician Enrollment, Licensing, Credentialing, and Billing for the Redlands Family Health Center
May 24, 2022**

for submission to the Centers of Medicare and Medicaid Services' portal (Noridian) and the California Department of Public Health for Medicare and Medi-Cal credentialing, respectively, of the Health Center. Upon approval of the federal and state applications, the Health Center will be able to provide services to a larger population of San Bernardino County residents who are Medicare and/or Medi-Cal beneficiaries, and this will also provide an additional revenue source to the County.

The agreement with Wipfli is based on its standard engagement letter, negotiated by the parties, with the following non-standard contract terms:

1. Except for the death of a third-party, Wipfli limits its liability to the insurance policy limits required under the agreement, and the limitation of liability does not exclude Wipfli's indemnification obligations, gross negligence, willful misconduct, and violations of law.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Wipfli caps its liability to the County at the limits of the insurance policies it is required to maintain under the agreement except for claims involving the death of a third-party. Claims could exceed the liability cap and the contract amount leaving the County financially liable for the excess. In addition, the County's liability under the agreement is not similarly limited.
2. Wipfli's indemnification obligation is limited to its negligent acts or omissions and its willful misconduct, and is further limited by the insurance policy limits required under the contract, except for claims involving the death of a third-party.
 - The County standard contract general indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third-party claims arising out of the acts, errors or omissions of any person. Additionally, there is no cap to a contractor's indemnification obligation.
 - Potential Impact: Wipfli's contractual indemnification obligation is more limited compared to the standard County indemnification provision, meaning that if a claim arises that is not due to the negligent acts or willful misconduct of Wipfli, the County may be solely liable for the defense and payment of any settlement/judgment resulting from the claim. Further, if claims exceed the liability cap, the County could be financially liable for the excess.
3. The agreement does not include certain standard County insurance requirements, including the provisions relating to severability of interests, acceptability of insurance carrier, insurance review, and failure to procure coverage.
 - The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
 - Potential Impact: Without all of the standard provisions identified above, the County has no reassurance that Wipfli will maintain appropriate insurance to provide coverage to the County in the event of a claim. Insufficient coverage could result in the County being financially liable for the claims.

ARMC recommends approval of the agreement, including the non-standard terms, because it will enable ARMC to obtain the necessary license and achieve the appropriate credentialing status to be able to bill Medicare and Medi-Cal for the services rendered at the Health Center.

**Agreement with Wipfli LLP for Consulting Services relating to Medicare and Medi-Cal Physician Enrollment, Licensing, Credentialing, and Billing for the Redlands Family Health Center
May 24, 2022**

PROCUREMENT

This is a non-competitive procurement based on Wipfli's unique qualifications. County Purchasing recognizes the specialized nature of this vendor as an acceptable non-competitive justification.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on May 3, 2022; Purchasing Department (Ariel Gill, Buyer III, 777-0722) on May 2, 2022; Risk Management (Victor Tordesillas, Director, 386-8623) on May 12, 2022; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on May 4, 2022; and County Finance and Administration (Diana Atkeson, Deputy Executive Officer, 387-5423) on May 4, 2022.

**Agreement with Wipfli LLP for Consulting Services relating to Medicare and Medi-Cal Physician Enrollment, Licensing, Credentialing, and Billing for the Redlands Family Health Center
May 24, 2022**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Janice Rutherford
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: May 24, 2022



cc: ARMC - Gilbert w/agree
 Contractor - C/O ARMC w/agree
 File - w/agree
CCM 05/26/2022