

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

June 28, 2022

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Networking California for Sickle Cell Care Agreement for the Establishment of a Sickle Cell Disease Center

RECOMMENDATION(S)

Approve **Revenue Agreement No. 22-554** with The Center for Comprehensive Care & Diagnosis of Inherited Blood Disorders, dba the Center for Inherited Blood Disorders, including the non-standard terms, to establish a Sickle Cell Disease Center at Arrowhead Regional Medical Center in an amount not to exceed \$1,571,795 effective on the latter of July 1, 2022, or the date upon which Arrowhead Regional Medical Center is notified that the State has allocated funds for the project for fiscal year 2023, through June 30, 2025.

(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.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost) as the costs for services provided at Arrowhead Regional Medical Center (ARMC) will be reimbursed up to \$1,571,795 by The Center for Comprehensive Care & Diagnosis of Inherited Blood Disorders (CIBD). Adequate appropriation and revenue are included in the 2022-23 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

Approval of this Agreement will allow ARMC to participate in the establishment of a sickle cell disease center in San Bernardino County. This project will provide access to specialty care and improved quality of care for adults with sickle cell disease, support workforce expansion for coordinated health services, conduct surveillance to monitor disease prevalence, healthcare utilization, complications and costs, and create a public awareness campaign.

The State of California Budget Act of 2019 allocated funds to CIBD to establish a network of sickle cell disease centers in various counties throughout the state. CIBD is a nonprofit, public benefit corporation specializing in the treatment of rare, chronic, inherited blood disorders located in Orange County. CIBD partners with community providers and local surrounding hospitals to provide comprehensive care to those suffering with sickle cell anemia and other inherited blood disorders.

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ARMC will operate the Sickle Cell Disease Center at ARMC's Cancer Center. The hematology physicians within the center will oversee patient care and treatment. Funding will be provided for specific job classifications, such as Registered Nurse Case Managers, Supervising Social Worker, Program Coordinator, and Community Health Workers.

The agreement with CIBD is based on its standard agreement for the establishment of sickle cell centers, negotiated by the parties, that include the following non-standard contract terms:

1. In the event CIBD does not receive funding from the State, it will not be obligated to make any payment to ARMC, even if ARMC has engaged in activities to establish a sickle cell center.
 - The County standard contract does not address payment of the County where the County is providing services.
 - Potential Impact: In the event that ARMC begins work on establishing a sickle cell center and CIBD learns that it will not receive funding from the State, the County may not be reimbursed for the costs it incurred in establishing the sickle cell center.
2. CIBD and the State shall have the right to audit the documents generated by the County in performing the services under this Agreement.
 - The County standard contract does not allow the other party to audit the County's records.
 - Potential Impact: In the event that an audit determines that the funds utilized by ARMC were not used in accordance with the requirements of the agreement, the County could be required to return those funds.
3. Either party may terminate the agreement with 60 days written notice.
 - The County standard contract permits either party to terminate the contract with 30 days written notice.
 - Potential Impact: At least 60 days' notice will need to be given before the County can terminate the agreement.
4. Each party agrees to indemnify the other for any claims arising out of the performance of the agreement, but only in proportion to and to the extent the claim results from the negligent or intentional acts or omissions of the party.
 - The County standard contract does not obligate the County to indemnify the other party under any circumstance.
 - Potential Impact: By agreeing to indemnify CIBD, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against CIBD without such limitations and the County would be responsible to defend and reimburse CIBD for costs, expenses, and damages, which could exceed the total contract amount. It should be noted that CIBD is similarly obligated to defend, indemnify, and hold harmless the County.
5. The agreement does not include certain standard County insurance requirements, including the provisions relating to coverages for certain claims, adding the County as an additional insured, waiver of subrogation, severability of interests, acceptability of insurance carrier, insurance review, and failure to procure coverage.

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- 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 addressed above, the County has no reassurance that CIBD will maintain adequate and sufficient insurance to provide coverage to the County in the event of a claim. Insufficient coverage could result in expenses that exceed the total contract amount, leaving the County financially liable for the claims.
6. Venue for any action is in the state or federal courts in Orange County, California.
- The County standard contract requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Having a venue in Orange County may result in additional expenses that exceed the amount of the agreement.

ARMC recommends approval of this agreement, including the non-standard terms, to provide for the health and safety of County residents by providing specialty care for adults with sickle cell disease.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on May 13, 2022; Risk Management (Victor Tordesillas, Director, 386-3165) on May 26, 2022; Finance (Chen Wu, Finance and Budget Officer, 580-3165, and Jenny Yang, Administrative Analyst, 387-4884) on June 7, 2022; and County Finance and Administration (Diana Atkeson, Deputy Executive Officer, 387-5423) on June 7, 2022.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY



DATED: June 28, 2022



cc: ARMC - Gilbert w/agree
Contractor - C/O ARMC w/agree
File - w/agree
CCM 07/13/2022