

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

**August 20, 2024**

**FROM**

**ANDREW GOLDFRACH, ARMC Chief Executive Officer, Arrowhead Regional Medical Center**

**SUBJECT**

Master Service Agreement with POLITICO LLC for Tracking and Analysis of Federal and State Legislation as It Relates to Healthcare

**RECOMMENDATION(S)**

Approve **Master Service Agreement No. 24-769**, including non-standard terms, with POLITICO LLC for a subscription to Politico Pro Analysis Plan, in the amount of \$25,830, for the period of September 1, 2024, through August 31, 2026.

(Presenter: Andrew Goldfrach, ARMC Chief Executive Officer, 580-6150)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Improve County Government Operations.**

**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**

This item will not result in the use of Discretionary General Funding (Net County Cost). The cost of \$25,830 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. Adequate appropriation and revenue have been included in the Arrowhead Regional Medical Center (ARMC) 2024-25 budget and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

This Master Service Agreement with POLITICO LLC (POLITICO) will allow ARMC to effectively monitor Government decisions, bills, press releases, executive orders, and funding opportunities which are specific to California and Federal healthcare. This will be used to assist in the analysis and potential impacts of decisions being made on the state and federal levels as it relates to healthcare, hospitals, Medicaid, Medicare, and other relevant issues that impact operations, funding, licensing, and regulations. This will be used on a continual/ongoing basis to support the efforts of the Government Relations/Legislative Affairs office to recommended changes and/or actions to current operations as it relates to changes in proposed/passed legislation.

The Master Service Agreement and Terms and Conditions (collectively, Agreement) is POLITICO's standard commercial contract, which includes terms that differ from the standard

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County contract and omits certain County standard contract terms. POLITICO is unwilling to negotiate these terms. The non-standard and missing terms include the following:

1. Governing law is the Commonwealth of Virginia,
  - The County's standard contract requires California governing law.
  - Potential Impact: The Agreement will be interpreted under Virginia law. Any questions, issues or claims arising under this Agreement will require the County to hire outside counsel competent to advise on Virginia law, which may result in fees that exceed the total Agreement amount.
2. POLITICO may assign the Agreement without notice to the County and without the County's approval.
  - The County standard contract requires that the County must approve any assignment of the contract.
  - Potential Impact: POLITICO could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the Agreement. County Counsel cannot advise on whether and to what extent Virginia law may permit or restrict a party's right to assign without an express provision in the Agreement.
3. Except for POLITICO'S right to recover attorneys' fees in collections actions, there is no provision in the Agreement addressing each party's responsibility for paying attorneys' fees.
  - The County standard contract requires each party to bear its own costs and attorney fees, regardless of who is the prevailing party.
  - Potential Impact: County Counsel cannot advise on, whether and to what extent, Virginia law may affect a party's requirement to pay the prevailing party's attorneys' fees and costs in a legal action where no specific provision is provided in the Agreement.
4. The Agreement does not require POLITICO to indemnify the County, as required by County Policies 11-05 and 11-07.
  - The County standard contract 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.
  - Potential Impact: POLITICO is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from POLITICO's negligent or intentional acts and intellectual property infringement. If the County is sued for any claim, including intellectual property infringement based on its use of POLITICO's software or services, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount. County Counsel cannot advise on whether and to what extent Virginia law may allow the County to require POLITICO to defend or indemnify it absent an express provision in the Agreement.
5. The Agreement does not require POLITICO to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.

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- County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
  - Potential Impact: The County has no assurance that POLITICO will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.
6. There is no stated venue in the Agreement.
- County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
  - Potential Impact: POLITICO is located in Arlington, Virginia. Having no express venue in the Agreement means that Arlington, Virginia venue could be applied to disputes arising under this Agreement, which may result in additional expenses that exceed the amount of the Agreement.

ARMC recommends the approval of the Agreement, including non-standard and missing terms, to provide for the safety, health and social services needs of County residents by ensuring ARMC is up to date and compliant with current Government legislation and County healthcare needs.

**PROCUREMENT**

Purchasing supports this non-competitive procurement of POLITICO Pro's subscription service based on the proprietary nature of the software. POLITICO Pro Analysis Plan has the services specific for ARMC's needed to track, analyze, and make recommendations based on their proprietary tools/technology.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on July 11, 2024; Purchasing (Veronica Pedace, Buyer III, 387-2464) on July 16, 2024; Risk Management (Greg Ustaszewski, Staff Analyst II, 386-9008) on July 17, 2024; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on July 26, 2024; Finance (Jenny Yang, Administrative Analyst, 387-4884) on July 29, 2024; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on August 5, 2024.

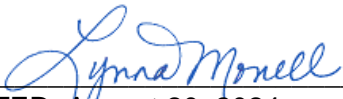
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Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

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

Lynna Monell, CLERK OF THE BOARD

BY  \_\_\_\_\_  
DATED: August 20, 2024



cc: ARMC - Goldfrach w/agree  
Contractor - c/o ARMC w/agree  
File - w/agree  
CCM 08/21/2024