



San Bernardino County

Legislation Text

File #: 7066, Agenda Item #: 16

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

November 15, 2022

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Grant Agreement with University of Illinois to Conduct Diabetic Research

RECOMMENDATION(S)

Approve Grant Agreement with the University of Illinois, to allow Arrowhead Regional Medical Center to participate in a research study on the impact of the COVID-19 pandemic on self-care management of diabetes among ethnic minority women, retroactively beginning June 1, 2022 to June 30, 2022, with a maximum reimbursement of \$1,000 for participant compensation.

(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 the item will not result in the use of Discretionary General Funding (Net County Cost) as the maximum reimbursement of \$1,000 does not require matching funds. In return, Arrowhead Regional Medical Center (ARMC) will provide a \$10 remuneration in the form of a gift card to each participant, with a maximum of 100 patients to be enrolled.

BACKGROUND INFORMATION

On January 11, 2022 (Item No. 6) the Board of Supervisors (Board) approved Grant Agreement No. 22-04 with the University of Illinois (University), to allow ARMC to participate in a research study on the impact of the COVID-19 pandemic on self-care management of diabetes among ethnic minority women, retroactively beginning May 1, 2021 to June 1, 2022, with a maximum reimbursement of \$1,000 for participant compensation. Approval of the proposed Grant Agreement (Agreement) will provide additional time to conclude the study.

After the expiration of Grant Agreement No. 22-04, the University of Illinois extended the period of the study from June 1, 2022 through June 30, 2022. Hence, a new retroactive Agreement is needed that begins on June 1, 2022, to ensure continuity of the study until completion on June 30, 2022. The University provided the first version of the Agreement to ARMC on August 17, 2022; after further discussion, the University revised the term of the Agreement and provided the second version on October 5, 2022. This is the first opportunity to bring this item to the Board for approval.

The COVID-19 pandemic has spread rapidly to become a global health threat, with over 64 million people affected by COVID-19. Diabetes mellitus (DM) has been known as one of the major predisposing factors of COVID-19, resulting in increased morbidity and mortality. Women with diabetes are an important vulnerable group with a greater burden of concomitant comorbidities, which increases their risk, especially in light of the current pandemic. The COVID-19 pandemic is also characterized by stress and depression, which can negatively affect mental health in the populace, with women of reproductive age disproportionately psychologically affected by the pandemic. These conditions are risk factors for poor maternal and child health outcomes.

Food insecurity may result in poor health outcomes, which may be affected by the pandemic and worsened by pre-existing economic and health disparities. It is also possible that women with diabetes may be unwilling or unable to access food due to fear of viral exposure, decrease in income, limited access to transportation, and loss of access to food programs, further driving food insecurity. Diabetes self-efficacy can also be impacted by the pandemic.

A current study at the ARMC lab on diabetes and depression in prenatal women, Ratings Associated with Diabetes and Depression in Prenatal Moms (RADD Moms) study, revealed a relationship between diabetes knowledge, self-efficacy, and mental health on diabetes self-management (DSM) among prenatal women with diabetes.

The overall goal of the RADD Moms study is to test the association between prenatal depression and self-rated health as it affects DSM among pregnant women diagnosed with DM. Specifically for this study, ARMC aims to examine how the pandemic has affected access to healthy foods and diet quality, mental health, and the ability to self-manage diabetes among a racially diverse group of diabetic women of reproductive age to assist the hospital to develop interventions that can be tested in clinical trials.

The Agreement is the University's standard contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. While the parties negotiated certain contract terms, the University would not agree to certain terms. The non-standard and missing terms include the following:

1. Governing law is State in which the defendant is located.
 - The County standard contract requires California governing law.
 - Potential Impact: Having no specified governing law in the Agreement results in uncertainty over which state's laws will govern the interpretation of the Agreement, and leads to ambiguity in interpretation of the Agreement terms. The ambiguity is only resolved at the time of the filing of a lawsuit. The University is located in Illinois. The Agreement could be interpreted under any state law depending on where the claim is brought, including Illinois or California. Any questions, issues or claims arising under this Agreement could require the County to hire outside counsel competent to advise on the applicable state law, which may result in fees that exceed the total contract amount.
2. 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, Illinois 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 contract. Under California law, the prevailing party would not recover attorneys' fees.

3. The Agreement does not require the University to indemnify the County, as required by County Policy 11-07, including for intellectual property infringement claims.
 - 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. The standard contract provision for intellectual property indemnity is: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.
 - Potential Impact: If the County is sued for any claim, the County may be solely liable for the costs of defense and damages, which could exceed the total contract amount. County Counsel cannot advise on whether and to what extent Illinois law may allow the County to require the University to defend or indemnify it absent an express provision in the Agreement.
4. The Agreement does not require the University to meet the County's insurance standards as required pursuant to County Policy 11-07.
 - The County Policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.
 - Potential Impact: The County has no assurance that the University will be financially responsible for claims that may arise from activities under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.
5. Any suit or proceeding arising from this Agreement must be filed and prosecuted in defendant's forum, and this Agreement shall be interpreted by application of the laws of the forum. Any claims brought against Illinois must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS §505).
 - The County standard contract requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: The University is located in Illinois. The County would have to file any legal claim against the University in the Illinois Court of Claims. Having a venue in Illinois may result in additional expenses that exceed the amount of the Agreement.

Approval of the agreement will allow the principal investigator (PI) at ARMC to collaborate on this study with the University of Illinois and to also allow Maternal Fetal Medicine Fellows from ARMC to participate in the study at the PI's direction. Such educational involvement in a major research initiative will be a valuable experience in their education and will help meet the research requirements for the competition of their program.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on October 14, 2022; Risk Management (Victor Tordesillas, Director, 386-8623) on November 1, 2022; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on October 24, 2022; Finance (Jenny Yang, Administrative Analyst, 387-4884) on October 25, 2022; and County Finance and Administration (Diana Atkeson, Deputy Executive Officer, 387-3076) on October 25, 2022.