

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

June 18, 2025

FROM

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

SUBJECT

Non-Financial Affiliation Agreement for Specialized Clinical Rotations with The Regents of the University of California on behalf its David Geffen School of Medicine at UCLA

RECOMMENDATION(S)

Approve non-financial **Affiliation Agreement No. 25-461**, including non-standard terms, with The Regents of the University of California on behalf of its David Geffen School of Medicine at UCLA for resident and fellow physicians to participate in specialized clinical rotations, for the period of five years from the date of execution.

(Presenter: Andrew Goldfrach, ARMC Chief Executive Officer, 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 this Affiliation Agreement (Agreement) with The Regents of the University of California on behalf of its David Geffen School of Medicine at UCLA (UCLA) is non-financial in nature.

BACKGROUND INFORMATION

This Agreement will allow Arrowhead Regional Medical Center's (ARMC) resident physicians and fellow physicians to participate in specialized clinical rotations to obtain specialty training at UCLA.

Resident physicians typically acquire specialty clinical knowledge at other medical facilities. These medical facilities offer the opportunity for resident and fellow physicians to gain experience caring for patients and performing procedures in specialties that ARMC may not offer or have too few patients to provide appropriate experience.

ARMC operates several accredited residency programs. Each program has specific requirements as to the numbers and types of patients to which a resident or fellow physician must provide care. To meet these requirements, with respect to volume and type, it is necessary to provide educational opportunities at other facilities to supplement those available at ARMC.

The Agreement is UCLA's standard affiliation agreement, negotiated by the parties, with the following non-standard contract terms:

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1. Either party may terminate the Agreement without cause with at least 90 days written notice and in the event of such termination by UCLA, UCLA may, at its sole discretion, extend the effective date of termination to allow for completion of the then current rotations.
 - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
 - The County will need to be mindful of the extended notice period in the event it seeks to terminate the Agreement without cause.
2. The Agreement does not require UCLA to meet the County's insurance standards as required pursuant to County Policies 11-05, 11-07 and 11-07SP.
 - The County's standard contract requires contractors to carry certain insurance coverage as determined by the County's Department of Risk Management, and for contractors to add the County as an insured in their policies and to waive the right to subrogation.
 - Potential Impact: The Agreement does not include any of the County's standard insurance requirements. Instead, the insurance provision utilized is one that recognizes that both parties are public entities and are self-insured for liabilities that may arise under the Agreement. However, without all the standard County insurance requirements, the County has no assurance that UCLA will be financially responsible for claims that may arise under the Agreement.
3. The County is required to indemnify UCLA, its employees, and agents from any claims due to the County's negligent acts or omissions arising from the performance of its obligations under the Agreement.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: In the event a claim arises that falls within the scope of the County's contractual indemnity responsibilities, the County would be required to retain attorneys to defend UCLA and to pay any resulting settlement/judgment.
4. UCLA limits its indemnity obligations to claims resulting from UCLA's negligent acts or omissions which arise from UCLA's performance of its obligations under the Agreement.
 - 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.
 - Potential Impact: UCLA's indemnity obligation is more limited compared to the standard County general indemnity obligation. In the event a claim arises that falls outside the scope of UCLA's limited indemnity obligation, the County could be financially responsible for the defense of the claim and any resulting judgment/settlement.
5. Venue is in the state or federal courts of California.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.

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- Potential Impact: Having a venue in Los Angeles or Sacramento (where The Regents of the California is based) may result in expenses that the County might not incur if venue for the dispute was in San Bernardino County.

ARMC recommends approval of this Agreement with UCLA, including the non-standard terms, to enable ARMC resident and fellow physicians to obtain specialized clinical experience at UCLA to help provide for the safety, health and social service needs of County patients.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387-5465) on May 6, 2025; Risk Management (Stephanie Mead, Staff Analyst II, 386-9044) on May 9, 2025; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on May 22, 2025; Finance (Jenny Yang, Administrative Analyst, 387-4884) on May 28, 2025; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on May 28, 2025.

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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: June 18, 2025



cc: ARMC - Goldfrach w/ agree
Contractor c/o ARMC w/ agree
File w/ agree
JLL 06/26/2025