

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

August 25, 2020

**FROM**

**WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center**

**SUBJECT**

Affiliation Agreement with Chamberlain University for Clinical Training

**RECOMMENDATION(S)**

Approve Non-Financial Affiliation **Agreement No. 20-670** with Chamberlain University School of Nursing for students to obtain clinical training at Arrowhead Regional Medical Center for the period of August 26, 2020 through August 25, 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.**

**FINANCIAL IMPACT**

Approval of this Non-financial Affiliation Agreement with Chamberlain University, School of Nursing will not result in the use of Discretionary General Funding (Net County Cost) as these recommended affiliations are non-financial in nature.

**BACKGROUND INFORMATION**

This new Affiliation Agreement will provide for the health and social services needs of County residents by allowing Arrowhead Regional Medical Center (ARMC) to provide clinical training to nursing students who assist in the delivery of care to ARMC patients. This Agreement will give ARMC staff members who attend Chamberlain University the ability to complete their clinical rotations at ARMC.

A key component of ARMC's mission is to provide education to students in a variety of disciplines. ARMC has a number of agreements with universities and colleges, junior colleges, and technical and trade schools to provide on-site clinical training for students. This clinical training is necessary for students to obtain their degrees, licenses, and/or certifications.

The volume and patient mix at ARMC provides a comprehensive educational opportunity to students from the Chamberlain University School of Nursing. This affiliation agreements ensures that the students receive specialty clinical training and experience, and gain vital skills that are needed in developing a competent workforce. The affiliation provides for the safety, health, and social service needs of county residents by ensuring the delivery of specialized medical care to ARMC patients, as well as increasing the future pool of healthcare specialists. The Agreement also promotes the County's Vision2Succeed campaign by allowing County residents the opportunity to attain clinical education and experience in healthcare, to propel their career growth and promote lifelong learning.

**Affiliation Agreement with Chamberlain University for Clinical Training  
August 25, 2020**

The recommended Affiliation Agreements contains terms that were negotiated by the parties that differ from the County's standard contract terms. The non-standard terms are as follows:

Termination

Either party may terminate the Agreement for any reason upon 90 days prior written notice to the other party. In the event of termination, any student participating in a program at ARMC shall be permitted to complete the then current academic term.

- The County's standard contract term permits either party to terminate the contract for any reason with 30 days written notice.
- Potential Impact: The County will need to provide at least 90 days notice before it can terminate the Agreement. Additionally, any students participating in training at ARMC during the date of termination would be permitted to continue their training until the end of the academic term.

Insurance

The Agreement does not require Chamberlain University's insurance carriers to waive the right to subrogation.

- The County's standard contract requires the vendor's insurance carriers to waive the right of subrogation.
- Potential Impact: No waiver of subrogation may allow Chamberlain University's insurers to bring suit against the County, which could result in expenses that exceed the total contract amount.

Indemnification

Both parties are contractually obligated to defend and indemnify each other in proportion to and to the extent liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

- The County's standard contract requires the vendor to indemnify the County regardless of cause and regardless of whether the County is partially at fault. The County's standard contract also does not require the County to indemnify the vendor under any circumstances.
- Potential Impact: By agreeing to indemnify Chamberlain University, 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 Chamberlain University without such limitations and the County would be responsible to defend and reimburse Chamberlain University for costs, expenses, and damages, which could exceed the total contract amount. Also, Chamberlain University would only be contractually obligated to defend and indemnify the County for any claims in proportion to Chamberlain University's fault in causing the injury/damages.

**PROCUREMENT**

Not Applicable.

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**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on August 6, 2020; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on August 6, 2020; Finance (Yael Verduzco, Administrative Analyst, 387-5285) on August 6, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on August 10, 2020.

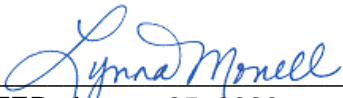
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Record of Action of the Board of Supervisors  
County of San Bernardino

**APPROVED (CONSENT CALENDAR)**

Moved: Josie Gonzales   Seconded: Robert A. Lovingood  
Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: August 25, 2020



cc:    ARMC- Gilbert w/agree  
      Contractor- C/O ARMC w/agree  
      File- w/agree  
la     08/26/2020