

**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**

Affiliation Agreement with Saint George's University Limited for Provision of Medical Rotations

**RECOMMENDATION(S)**

Approve **Affiliation Agreement No. 22-558** with Saint George's University Limited, including the non-standard terms, to allow its medical students to undergo clinical training and experiences at Arrowhead Regional Medical Center under the supervision of the medical staff, for reimbursement in the amount of \$2,573,100, for a term of July 1, 2022, through June 30, 2025, with a two-year option to extend.

(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 item will not result in the use of Discretionary General Funding (Net County Cost). The affiliation agreement with Saint George's University Limited (SGU) will provide reimbursement to Arrowhead Regional Medical Center (ARMC) for the provision of teaching and support of medical students. Sufficient appropriation and revenue have been included in the ARMC 2022-23 recommended budget and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

The approval of the affiliation agreement will provide for the safety, health and social services needs of County residents by allowing ARMC to provide clinical training to these medical students, which as a result, will assist in the delivery of medical care to ARMC patients.

The clinical training will be in the fields of emergency medicine, family medicine, internal medicine, obstetrics/gynecology, pediatrics, and general surgery. SGU will reimburse ARMC \$350 per week for each third-year student rotation and \$200 per week for each fourth year student rotation, which is utilized to pay the medical staff who provide the training to the medical students. Additionally, SGU will pay ARMC an institutional fee of \$430,000 per academic year, which will be utilized by ARMC's Office of Graduate Medical Education to support the program. The reimbursement and payment from SGU under the agreement for an estimated 300 to 500 students per year is anticipated to total approximately \$2,573,100 for the three-year term.

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,

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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 provide a comprehensive educational opportunity to students from SGU. This affiliation agreement ensures medical students receive specialty clinical training and experience, and gain vital skills needed in developing a competent workforce.

The affiliation agreement has been negotiated by the parties and include the following non-standard contract terms:

1. The County must indemnify SGU for claims that arise out of the negligent acts or omissions of the County, its employees, and agents.
  - The County's standard contract does not require the County to indemnify the contractor under any circumstance.
  - Potential Impact: By agreeing to indemnify SGU, 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 SGU without such limitations and the County would be responsible to defend and reimburse SGU for costs, expenses, and damages, which could exceed the total contract amount. It should be noted that SGU is similarly obligated to defend, indemnify, and hold harmless the County.
2. SGU's indemnification obligation is limited to claims for injury or damages to the extent caused by the negligent acts or omissions of the University, its students, agents, and employees.
  - The County standard contract general indemnity provision requires the Contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
  - Potential Impact: SGU's indemnification obligation under the Agreement is more limited when compared to the County standard indemnification obligation, meaning that if a claim arises that falls outside the scope of SGU's limited indemnification obligation, the County could be financially and solely liable for the defense of that claim and the payment of any resulting settlement/judgment.
3. Either party may terminate the Agreement by giving the other party 180 days' notice, but such termination will not be effective as to any student who, at the time of notice, is participating in the clinical learning experience until the student completes the experience for the then academic term, unless permitting the student to continue will adversely affect ARMC's license or accreditation or the operations of or patient care at ARMC.
  - The County's standard contract permits either party to terminate the contract with at least 30 days written notice without any further obligation.
  - Potential Impact: ARMC must be mindful of this extended notice period and of its obligations as to students that may be conducting their clinical experience at ARMC at the time of termination.

ARMC recommends approval of this agreement, including the non-standard terms, to provide clinical training to SGU residents who will assist in the delivery of medical care to County residents.

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**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on June 1, 2022; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on June 6, 2022; Finance (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

  
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DATED: June 28, 2022



cc: ARMC - Gilbert w/agree  
Contractor - C/O ARMC w/agree  
File - w/agree w/attach

CCM 07/13/2022