

**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 Graduate Medical Education with California University of Science and Medicine

RECOMMENDATION(S)

Approve non-financial **Affiliation Agreement No. 25-462**, including non-standard terms, with California University of Science and Medicine for Neurology Resident Physicians to obtain specialized clinical experience in Movement Disorders 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 California University of Science and Medicine

(CUSM) is non-financial in nature.

BACKGROUND INFORMATION

This Agreement will allow Arrowhead Regional Medical Center's (ARMC) Neurology Resident Physicians to obtain specialized clinical experience in movement disorders at CUSM's movement disorders clinic.

Resident physicians typically acquire specialty clinical knowledge at other medical facilities. These medical facilities offer the opportunity for resident 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 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 was negotiated with CUSM and include non-standard contract terms or are missing standard County contract terms as follows:

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1. The County is required to indemnify CUSM for claims arising out of the negligence or willful misconduct of ARMC and the professional negligence of ARMC's residents, except where the act or omission of the resident that caused harm was undertaken at the direction or supervision of CUSM, its officers, agents, and volunteers.
 - The standard County contract imposes no indemnity obligation on the County.
 - Potential Impact: By agreeing to indemnify CUSM, 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 CUSM without such limitations and the County could be responsible to defend and reimburse CUSM for costs, expenses, and damages.
2. CUSM limits its indemnity obligations for claims arising out of the negligence or willful misconduct of CUSM, its officers, employees, subcontractors, agents, and volunteers.
 - 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: CUSM'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 the CUSM's limited indemnity obligation, the County could be financially responsible for the defense of the claim and any resulting judgment/settlement.
3. The Agreement imposes insurance obligations on the County.
 - The standard County contract does not include any insurance requirements for the County.
 - Potential Impact: The County must be mindful of the insurance obligations and ensure that it maintains all the necessary insurance policies or programs of self-insurance required under the Agreement or risk being in breach of the Agreement terms.
4. The Agreement does not require CUSM to meet all of the County's insurance standards as required pursuant to County Policies 11-05, 11-07 and 11-07SP.
 - 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: Without meeting all of the standard County insurance requirements, the County has no assurance that CUSM will be financially responsible for claims that may arise under the Agreement.

ARMC recommends approval of this Agreement, including the non-standard terms, with CUSM to enable ARMC resident physicians to obtain specialized clinical experience in movement disorders 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 (Gregory Ustaszewski, Staff Analyst II,

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386-9008) on May 14, 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
CCM 06/26/2025