

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

December 16, 2025

FROM

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

SUBJECT

Non-Financial Affiliation Agreement with Children's Hospital Los Angeles for Specialized Clinical Training

RECOMMENDATION(S)

Approve Non-Financial Affiliation **Agreement 25-1123** with Children's Hospital Los Angeles, including non-standard terms, to enable Arrowhead Regional Medical Center resident/fellow physicians to obtain specialized clinical training, from the date fully executed through June 30, 2030.

(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 Children's Hospital Los Angeles (CHLA) is non-financial in nature.

BACKGROUND INFORMATION

This Affiliation Agreement will allow Arrowhead Regional Medical Center's (ARMC) resident/fellow to obtain specialized clinical training at CHLA.

Resident/fellow physicians typically acquire specialty clinical training at other medical facilities. These medical facilities offer the opportunity for resident/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/fellowship programs. Each program has specific requirements as to the numbers and types of patients to which a resident/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 with CHLA was negotiated by the parties and deviates from the standard County contract terms as follows:

Non-Financial Affiliation Agreement with Children's Hospital Los Angeles for Specialized Clinical Training
December 16, 2025

1. The County is required to maintain workers' compensation, commercial general liability, umbrella, automobile, and professional medical liability insurance policies at specified limits, waive the right of subrogation, and add CHLA as an additional insured on its policies.
 - The County contract does not impose any insurance obligations on the county.
 - Potential Impact: The County will need to be mindful of the insurance obligations so as to not be in breach of the obligations under the Agreement.
2. CHLA is not required to comply with all of the standard County insurance requirements.
 - 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 all of the standard County insurance requirements, the County has no assurance that CHLA will be financially responsible for claims that may arise under the Agreement.
3. The County is required to indemnify for claims that arise out of the negligence or willful misconduct of ARMC or the professional negligence of ARMC's residents/physicians, except where the act or omission of the resident was undertaken at the direction of CHLA.
 - The County standard contract does not require the county to indemnify the contractor under any circumstances.
 - Potential Impact: By agreeing to indemnify CHLA, 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 CHLA without such limitations and the County could be responsible to defend and reimburse CHLA for costs, expenses, and damages, which could exceed the total Agreement amount.
4. CHLA limits its indemnity obligation to claims that arise out of their negligence or willful misconduct.
 - 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.
 - Potential Impact: CHLA'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 CHLA'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.
 - Under the standard County contract, venue is in the San Bernardino County Superior Court, San Bernardino District.
 - Potential Impact: In the event that CHLA files a lawsuit against the County, it may choose a venue in another county, which could result in the County incurring expenses that it may not have incurred if venue was in the county.

ARMC recommends approval of this Affiliation Agreement, including the non-standard terms, to provide for the safety, health and social service needs of County resident/fellows by ensuring

Non-Financial Affiliation Agreement with Children's Hospital Los Angeles for Specialized Clinical Training
December 16, 2025

that ARMC resident/fellow physicians receive specialty clinical training and experience, resulting in the delivery of specialized medical care to ARMC patients.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387-5465) on November 17, 2025; Risk Management (Stephanie Mead, Staff Analyst II, 386-9044) on November 19, 2025; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on November 20, 2025; and County Finance and Administration (Jenny Yang, Administrative Analyst, 387-4884) on November 24, 2025.

Non-Financial Affiliation Agreement with Children's Hospital Los Angeles for Specialized Clinical Training
December 16, 2025

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Jesse Armendarez
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Curt Hagman, Joe Baca, Jr.
Absent: Dawn Rowe

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: December 16, 2025



cc: ARMC - Goldfrach w/agree
Contractor - c/o ARMC w/agree
File - w/agree
MBA 12/30/2025