

**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 Western University of Health Sciences for Provision of Medical Rotations

**RECOMMENDATION(S)**

Approve Affiliation **Agreement No. 22-562** with Western University of Health Sciences, 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 \$1,617,600, 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 Western University of Health Sciences (Western) 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. Western 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, Western will pay ARMC an institutional fee of \$100,000 per academic year, which will be utilized by ARMC's Office of Graduate Medical Education to support the program. The reimbursement from Western under the agreement for an estimated 300 to 500 students per year is anticipated to total approximately \$1,617,600 for the three-year term.

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The agreement will also require Western to provide the services of a Ph.D. level biostatistician for 40 hours a month to assist in research projects in the ARMC Office of Research and Grants.

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 provide a comprehensive educational opportunity to students from Western. 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. Western's indemnification obligation is limited to claims that arise out of their performance of the agreement, but only in proportion to and to the extent a claim is caused by the negligent or intentional acts of Western, its employees, agents, and students.
  - 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: This indemnification provision is narrower than the County standard indemnification provision. In the event that a claim arises that is outside the scope of this indemnification provision, the County could be responsible for defending the claim and paying any resulting settlement/judgment, which could exceed the contract amount.
2. The County is obligated to defend and indemnify Western for claims that arise out of the County's performance of the agreement, but only in proportion to and to the extent a claim is caused by the negligent or intentional acts of County, its employees, and agents.
  - The County standard contract does not include any indemnification or defense by the County of a contractor.
  - Potential Impact: By agreeing to indemnify Western, 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 Western without such limitations and the County would be responsible to defend and reimburse Western for costs, expenses, and damages, which could exceed the total contract amount.
3. The Agreement may be terminated for any reason with 90 days advance written notice, but the termination will not be effective as to any student who at the time of the notice is participating in the clinical experience until the student completes the program 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 standard County contract permits either party to terminate for any reason with 30 days' notice.

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- Potential Impact: ARMC will need to be mindful of the extended notice period required for termination. In addition, the County's responsibilities will continue even after termination with respect to any student who is undergoing training at ARMC at the time of termination up until the student's completion of the program for that academic term.

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

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on May 25, 2022; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on June 7, 2022; Finance (Jenny Yang, Administrative Analyst, 387-4884) on June 8, 2022; and County Finance and Administration (Diana Atkeson, Deputy Executive Officer, 387-5423) on June 8, 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  
CCM 07/13/2022