

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

January 5, 2021

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Non-Financial Master Affiliation Agreement for Graduate Medical Education with Children's Hospital Los Angeles

RECOMMENDATION(S)

Approve a non-financial Master Affiliation **Agreement No. 21-02** with Children's Hospital Los Angeles, for Arrowhead Regional Medical Center resident physicians to obtain clinical experience, for the period of January 5, 2021 through January 4, 2026.

(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 the Non-Financial Master Affiliation Agreement (Agreement) will not result in the use of Discretionary General Funding (Net County Cost) as the agreement is non-financial in nature.

BACKGROUND INFORMATION

Arrowhead Regional Medical Center (ARMC) is applying for an Accreditation Council for Graduate Medical Education (ACGME) accredited Neurology residency training program. Upon approval of the residency program by the ACGME, the clinical experience at Children's Hospital Los Angeles (CHLA) will be necessary, to fulfill the pediatric neurology requirement. It is customary for resident physicians to acquire specialty clinical knowledge at medical facilities other than their primary training facility. CHLA will offer the opportunity for resident physicians to gain experience caring for pediatric patients that are not available at ARMC.

ARMC operates nine ACGME accredited residency and fellowship programs. Each program has specific requirements related to the number and types of patients for whom a resident must provide care. To meet the volume requirements, it is necessary to partner with other facilities, such as CHLA to provide educational opportunities.

Under the Agreement, ARMC remains the primary provider-training site for the neurology resident physicians. At CHLA, the resident physicians will receive specialty training in pediatric neurology. ARMC and CHLA have specifically stated their educational goals and objectives for the training program in the Agreement and related Program Letter of Agreement. The Agreement with CHLA will provide for the health and safety of San Bernardino County residents by allowing ARMC neurology resident physicians to obtain required clinical experience, specifically in pediatric neurology, at CHLA to enhance training and improve patient care.

**Non-Financial Master Affiliation Agreement for Graduate Medical Education with Children’s Hospital Los Angeles
January 5, 2021**

The Agreement is CHLA’s standard resident affiliation agreement, with terms negotiated by the parties, including the following non-standard terms:

Indemnification

The County will defend and indemnify CHLA from any claims that arise out of the County’s performance of services under the Agreement, but only in proportion to and to the extent such claims are caused by the negligent or intentional acts/omissions of the County.

- The County’s standard contract does not require the County to indemnify the vendor under any circumstance.
- 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 would be responsible to defend and reimburse CHLA for costs, expenses, and damages, which could exceed the total contract amount. It should be noted that CHLA is similarly obligated to defend, indemnify, and hold harmless the County for claims that arise out of CHLA’s negligence and intentional acts/omissions.

Insurance

CHLA is not required to name the County as an additional insured under its policies and will not require its insurance carriers to waive the right of subrogation against the County.

- The County’s standard contract requires its vendor to name the County as an additional insured and to require it carriers to waive the right of subrogation.
- Potential Impact: The County will be unable to turn directly to CHLA’s insurers to resolve any claims that may arise. Without waiving the right of subrogation, CHLA’s insurers may be able to pursue claims directly against the County.

Assignment

CHLA is not prohibited from assigning the Agreement to another entity.

- The County’s standard contract requires vendors to obtain the County’s consent prior to assigning the contract.
- Potential Impact: CHLA may assign the Agreement to a third-party without the County’s approval. This could allow the Agreement to be assigned to a business with which the County is legally prohibited from doing business with due to issues of federal debarment, suspension, or conflict of interest.

Venue

The venue of any dispute arising under the Agreement will be in the state or federal courts of Los Angeles.

- The County’s standard contract requires venue to be in the San Bernardino County Superior Court.
- Potential Impact: Any lawsuit that arises under the Agreement will be venued in Los Angeles, which may result in fees and expenses that might not have been incurred if the action was venued in the San Bernardino County Superior Court.

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 December 14, 2020; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on December 15, 2020; Finance (Yael Verduzco, Administrative Analyst, 387-5285) on December 16, 2020; and County Finance (Matthew Erickson, County Chief Financial Officer, 387-5423) on December 16, 2020.

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

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Janice Rutherford
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: January 5, 2021



cc: ARMC- Gilbert w/agree
Contractor- C/O ARMC w/agree
File- w/agree
LA 01/6/2021