

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

December 5, 2023

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Non-Financial Affiliation Agreement with South Orange County Community College District on Behalf of Saddleback College

RECOMMENDATION(S)

Approve non-financial Affiliation **Agreement No. 23-1277**, including non-standard terms, with South Orange County Community College District on behalf of Saddleback College for Health Information Technology Program students to obtain training at Arrowhead Regional Medical Center, for the period of January 15, 2024 through January 14, 2029.
(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), as this Affiliation Agreement with South Orange County Community College District on behalf of Saddleback College (Saddleback) is non-financial in nature.

BACKGROUND INFORMATION

The Affiliation Agreement with Saddleback will enable Health Information Technology (HIT) Program students to obtain specialized training at Arrowhead Regional Medical Center (ARMC). The volume and patient mix at ARMC will provide a suitable educational opportunity to the Saddleback students. HIT degrees prepare students for employment as health information professionals with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses and other healthcare staff rely on to deliver quality healthcare. In order for students to meet program requirements for degrees, it is customary for institutions to provide onsite in-person training to students at hospitals and health care facilities.

As a teaching hospital, ARMC has a number of agreements with universities and colleges, junior colleges, and technical and trade schools to provide onsite clinical training for students. The Affiliation Agreement with Saddleback ensures that HIT Program students will receive specialty training to meet requirements for degrees, licenses, and/or certifications. It will also help ARMC attract prospective employees to the region. By providing in-person training, ARMC anticipates that southern California students will consider staying in the region as a place of employment after graduation.

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On October 16, 2018 (Item No. 14), the Board of Supervisors approved a non-financial Allied Health-Health Sciences/Human Services Clinical Affiliation Agreement No. 18-782 with Saddleback, which included training to HIT Program students, for the period of October 16, 2018 through October 15, 2023.

The Affiliation Agreement, which was negotiated by the parties, omits certain County standard contract terms and includes non-standard contract terms as follows:

1. The Affiliation Agreement does not include the standard County waiver of subrogation insurance provision.
 - The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
 - Potential Impact: No waiver of subrogation may allow Saddleback's insurer to bring suit against the County, which could result in expenses to the County.
2. Saddleback limits its indemnity obligations to claims that arise out of the non-performance or performance of its obligations, and the negligence or willful misconduct of Saddleback, its employees, students, and agents.
 - The County 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: Saddleback's indemnity obligation is more limited compared to the standard County general indemnity requirement. In the event a claim arises that falls outside the scope of Saddleback's limited indemnity obligation, the County could be solely liable for the costs of defense and any resulting settlement/judgment.
3. The County is required to indemnify Saddleback for any claims that arise out of the non-performance or performance of the County's obligations, and the negligence or willful misconduct of the County, its employees, and agents.
 - The County standard contract does not require the County to indemnify the contractor.
 - Potential Impact: In the event Saddleback is sued for any claims for which the County is required to indemnify Saddleback, the County would be responsible for the cost in defending Saddleback and paying any resulting settlement/judgment.

ARMC recommends approval of this Affiliation Agreement, including the non-standard terms, to provide clinical training and experience to Saddleback HIT Program students, which will support the provision of services at ARMC by assisting with the current ARMC workload, thereby providing for the safety, health, and social service needs of County residents.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on November 6, 2023; Risk Management (Victor Tordesillas, Director, 386-8623) on October 26, 2023); Finance (Chen Wu, Finance and Budget Officer, 580-3165) on November 9, 2023; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on November 14, 2023.

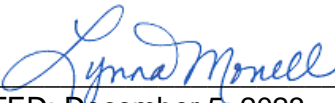
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Record of Action of the Board of Supervisors
San Bernardino County

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: December 5, 2023



cc: ARMC - Gilbert w/agree
Contractor - c/o ARMC w/agree
File - w/agree
CCM 12/7/2023