



San Bernardino County

Legislation Text

File #: 10441, Agenda Item #: 5

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

July 9, 2024

FROM

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

SUBJECT

Non-Financial Affiliation Agreement with Inland Faculty Specialists for Specialized Clinical Training

RECOMMENDATION(S)

Approve Non-Financial Affiliation Agreement, including non-standard terms, with Inland Faculty Specialists to allow Maternal Fetal Medicine Fellow Physicians to obtain outpatient continuity clinical training, for the period of July 9, 2024 through July 8, 2029.

(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 Inland Faculty Specialists (IFS) is non-financial in nature.

BACKGROUND INFORMATION

This Agreement will allow Arrowhead Regional Medical Center's (ARMC) Maternal Fetal Medicine fellow physicians to obtain outpatient continuity clinical training at IFS.

Fellow physicians typically acquire specialty clinical knowledge at other medical facilities. These medical facilities offer the opportunity for 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. It allows ARMC to continue to provide a well-rounded education opportunity to ARMC's fellow physicians and to ensure that those physicians obtain the training they need to complete their fellowship program in accordance with the requirements of the program's accreditation agency.

Upon completion of the training, fellow physicians use this clinical knowledge to provide quality specialized patient care at ARMC. The Agreement with IFS will provide for the health and social services needs of county residents by allowing ARMC fellow physicians to obtain outpatient continuity clinical experience, which will result in more specialized quality patient care at ARMC.

ARMC operates several accredited medical residency and fellowship programs. Each program has specific requirements as to the numbers and types of patients to which a resident or 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 was negotiated by the parties and include the following non-standard contract terms:

1. The County agrees to indemnify IFS from any claims caused by the professional negligence of ARMC's fellows that occur in the course and scope of their rotation at IFS, except where the act or omission of the fellow was undertaken at the direction or supervision of IFS.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify IFS, 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 IFS without such limitations and the County could be responsible to defend and reimburse IFS for costs, expenses, and damages.
2. IFS limits its indemnity obligation to claims caused by their negligence or willful misconduct.
 - 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: IFS'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 limited indemnity obligation, the County could be financially responsible for the defense of the claim and any resulting judgment/settlement.
3. The Agreement does not require IFS to meet all of the standard County insurance requirements.
 - 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: Without all of the standard provisions addressed above, the County has no reassurance that IFS will maintain adequate and sufficient insurance to provide coverage to the County in the event of a claim. Insufficient coverage could leave the County financially liable for the claims.

ARMC recommends approval of this Agreement with IFS, including the non-standard terms, as it provides for the safety, health and social service needs of County residents by ensuring that ARMC fellow physicians receive specialty clinical training and experience, resulting in the delivery of specialized medical care to patients at ARMC.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387-5455) on June 7, 2024; Risk Management (Victor Tordesillas, Director, 386-8623) on June 7, 2024, 2024; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on June 13, 2024; Finance (Jenny Yang, Administrative Analyst, 387-4884) on June 14, 2024; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on June 20, 2024.