



# San Bernardino County

## Legislation Text

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**File #: 3908, Agenda Item #: 11**

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

**April 6, 2021**

#### **FROM**

**WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center**

#### **SUBJECT**

Non-Financial Agreement with State of California, Department of Hospitals - Patton for Clinical Practicum Experience

#### **RECOMMENDATION(S)**

Approve Non-Financial Agreement No. 21-30049-000 with State of California, Department of Hospitals - Patton, for dietetic intern students to obtain clinical practicum experience at Arrowhead Regional Medical Center's Nutrition Services Department, for the period of August 14, 2021 through August 13, 2024.

(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.**

**Pursue County Goals and Objective by Working with Other Agencies.**

#### **FINANCIAL IMPACT**

Approval of the Non-Financial Agreement with the State of California's Department of State Hospitals - Patton (Patton) to provide clinical practicum experience to dietetic intern students from Patton will not result in the use of Discretionary General Funding (Net County Cost) as this agreement is non-financial in nature.

#### **BACKGROUND INFORMATION**

Approval of the Non-Financial Agreement with Patton will allow Arrowhead Regional Medical Center's (ARMC) Nutrition Services Department to provide acute care clinical rotation for dietetic interns from Patton to become registered dietitians.

This clinical training is necessary for dietetic interns to obtain their degrees, licenses, and/or certifications. This Non-Financial Agreement with Patton ensures the interns receive required and vital training experience. By offering clinical rotation to the dietetic interns from Patton, ARMC will help the dietetic interns to achieve their acute care training and, create qualified candidates able to serve patients and residents of San Bernardino County.

A key component of the ARMC 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. ARMC is committed to the advancement of the profession of dietetics in the fulfillment of professionally and societal defined tasks on behalf of those who it serves (the residents in the Inland Empire and San Bernardino region).

By providing the facilities, staffs, materials and other resources to the Patton dietetic interns, ARMC will be able to continue providing for the safety, health and social services needs of County residents. Furthermore, the partnership between ARMC and Patton demonstrates the collaboration and collective effort of pursuing county goals and objectives by working with other facilities and agencies.

The agreement with Patton is based on the State's standard agreement with terms that differ from the County standard contract terms, including the following:

#### Insurance

The agreement does not require Patton to meet the County insurance standards.

- 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: The agreement does not include County standard insurance requirements. This means that the County has no assurance that Patton will be financially responsible for claims that may arise from the interns obtaining their training at ARMC, which could result in expenses to the County.

#### Indemnification

Patton is not contractually obligated to defend or indemnify the County under any circumstances.

- The County's standard contract contains a general indemnity clause, which 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: Patton is not contractually required to defend, indemnify, or hold the County harmless from any claims, including indemnification for claims arising from Patton's negligent or intentional acts. If the County is sued for any claim, the County may be solely liable for the costs of defense and damages.

The County is required to indemnify Patton against third party claims of injury or damages caused by the County.

- The County standard contract does not include any indemnification or defense by the County of a contractor.
- Potential Impact: By agreeing to contractually indemnify Patton, the County could be liable for the costs of the defense and paying any settlements/judgments in third-party claims brought against Patton as a result of injuries caused by the County.

#### PROCUREMENT

Not applicable.

#### REVIEW BY OTHERS

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This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on March 4, 2021; Finance (Yael Verduzco, Administrative Analyst, 387-5285) on March 16, 2021; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on March 21, 2021.