



San Bernardino County

Legislation Text

File #: 5509, Agenda Item #: 15

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

February 8, 2022

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Non-Financial Affiliation Agreement for Residency Rotations at Dignity Health dba St. Bernardine Medical Center

RECOMMENDATION(S)

Approve a non-financial affiliation agreement for residency rotations at Dignity Health dba St. Bernardine Medical Center, for Arrowhead Regional Medical Center Emergency Medicine Resident Physicians to obtain clinical experience, for a five-year period effective upon execution.

(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 Objectives by Working with Other Agencies and Stakeholders

FINANCIAL IMPACT

Approval of this item 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) operates several physician residency programs accredited by the Accreditation Council of Graduate Medical Education. The residency programs have specific requirements as to the numbers and types of patients to whom a resident physician must provide care. In order to meet these requirements, with respect to volume and types of patients, it is necessary to provide ARMC residents with educational opportunities at other facilities to supplement the experience available at ARMC. These medical facilities offer the opportunity for resident 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.

The resident affiliation agreement with Dignity Health dba St. Bernardine Medical Center (St. Bernadine) will allow ARMC emergency medicine resident physicians to rotate at St. Bernadine to enhance their skills and training. This agreement provides for the safety, health and social service needs of County residents by ensuring that ARMC resident physicians receive specialty clinical training and experience, resulting in the delivery of specialized medical care to ARMC patients.

The agreement is based on ARMC's standard affiliation agreement, with terms negotiated by the parties, including the following non-standard contract terms:

1. Except for the standard insurance limits and coverages, this agreement does not include many of the standard County insurance requirements, including waiver of subrogation and naming the County as an additional insured.
 - The County's standard contract requires contractors to carry certain insurance coverage as determined by the County's Department of Risk Management, and for contractors to add the County as an insured in their policies and to waive the right to subrogation.
 - Potential Impact: The agreement does not include all of the County standard insurance requirements. No waiver of subrogation may allow St. Bernadine's insurers to bring suit against the County. Not being added as an insured to St. Bernadine's insurance policies means that the County cannot directly turn to St. Bernadine's insurers in pursuing a claim.
2. The County agrees to defend and indemnify St. Bernadine from claims that arise out of the agreement that are caused by the negligence or willful misconduct of ARMC or the professional negligence of ARMC's residents, except where the act or omission of the resident is undertaken at the direction or supervision of St. Bernadine.
 - The standard County contract does not contractually obligate the County from indemnifying the vendor under any circumstances.
 - Potential Impact: By agreeing to indemnify St. Bernadine, 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 St. Bernadine without such limitations and the County would be responsible to defend and reimburse St. Bernadine for costs, expenses, and damages, which could exceed the total contract amount. It should be noted that St. Bernadine is similarly obligated to defend, indemnify, and hold harmless the County for St. Bernadine's negligence or willful misconduct.

ARMC recommends approval of this agreement, including the non-standard terms, to ensure that its resident physicians receive the necessary training and experience to provide specialized medical care to the County's residents.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on January 11, 2022; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on January 18, 2022; and County Finance and Administration (Diana Atkeson, Deputy Executive Officer, 387-5423) on January 18, 2022.