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February 02, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO.2 TO THE MEMORANDUM OF  
UNDERSTANDING WITH THE UNITED STATES DEPARTMENT OF THE  
NAVY, NAVAL MEDICAL CENTER, SAN DIEGO (SUPERVISORIAL  
DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Request approval to amend the Memorandum of Understanding with the United States Department of the Navy, Naval Medical Center, San Diego, to allow Naval medical officer residents to receive training in the field of anesthesiology at LAC+USC Healthcare Network.

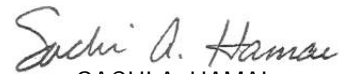
**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 2 to the Memorandum of Understanding (MOU), H-701899, with the United States Department of the Navy, Naval Medical Center, San Diego (NMCS D), effective upon Board approval and execution by NMCS D, to allow the NMCS D to assign their medical residents to receive trauma training in the field of anesthesiology at LAC+USC Healthcare Network (LAC+USC), under the direct supervision of LAC+USC physicians, with no exchange of money between the parties.
2. Delegate authority to the Interim Director of Health Services, or his designee, to sign future amendments to the MOU, H-701899, with the United States Department of the Navy, NMCS D, effective upon approval by both parties, to add additional medical training programs for the Navy's medical

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

16 February 2, 2010

  
SACHIE A. HAMAI  
EXECUTIVE OFFICER

residents at LAC+USC, and for County's medical residents at NMCS D, with no exchange of money between the parties, subject to review and approval by County Counsel and the Chief Executive Office, with notice to your Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will allow the Interim Director of Health Services, or his designee, to execute Amendment No. 2, substantially similar to Exhibit I, with the NMCS D, to allow the Navy medical residents to expand their trauma training, by adding the medical field of anesthesiology at LAC+USC. The current MOU allows for the training of Navy's residents at LAC+USC in the medical fields of oral/maxillofacial surgery and dermatology.

Approval of the second recommendation will authorize the Interim Director, or his designee, to sign future amendments to the MOU to add additional medical training programs for the Navy's medical residents at LAC+USC and for the County's medical residents at NMCS D.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

There is no exchange of money between the parties and no net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow the students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has similar agreements with the U.S. Departments of the Army and the Air Force involving medical training in different fields and at different County medical facilities.

On March 7, 2006, your Board approved a MOU with the Navy, using the Navy's format, for the bilateral exchange of medical residents from the NMCS D to receive training at LAC+USC and for the County medical residents to receive training at the NMCS D in the field of Oral/Maxillofacial surgery. On November 14, 2006, your Board approved Amendment No. 1 to the MOU, using the Navy's format, to add a unilateral Dermatology training program for the Navy's medical residents at LAC+USC.

Under the existing MOU, the Navy medical trainees are under official Navy orders assigning them to duty at LAC+USC, and County physicians will be responsible for the instruction and supervision of the trainees during their training experience. The Navy personnel assigned to LAC+USC will be prohibited from receiving any payment other than their military pay and allowances.

Under the Federal Tort Claims Act, the Federal Government is liable for any negligent or wrongful acts or omissions of Navy employees committed while acting within the scope of their duties performed under the MOU. Neither the County nor the Navy has agreed to indemnify the other. The insurance provisions remain as previously approved by the Chief Executive Office, Risk

Management Operations.

The Navy requested the amendment using their format, and therefore the amendment does not include all of the Board-required provisions.

The Amendment also revises the termination provision to clarify that the MOU will remain in effect without further action unless terminated by either party with the provision of 30 days advance written notice.

County Counsel has approved Exhibit I as to use and form.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendation will benefit LAC+USC by increasing its anesthesiology staff with medical residents from the NMCSD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.  
Interim Director

JFS:gh

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

AMENDMENT NO. 2 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAVAL MEDICAL CENTER, SAN DIEGO  
AND  
COUNTY OF LOS ANGELES

WHEREAS, reference is made to that certain document entitled “MEMORANDUM OF UNDERSTANDING BETWEEN NAVAL MEDICAL CENTER, SAN DIEGO AND COUNTY OF LOS ANGELES” and further identified as H-701899, and any amendments hereto (all hereafter referred to as “MOU”); and

WHEREAS, said MOU provides that changes or modifications must be made in writing and signed by both parties.

NOW THEREFORE, the parties agree as follows:

- 1. This Amendment shall become effective upon the date of Board of Supervisors approval.
- 2. Paragraph 2 of the MOU is hereby amended to read as follows:

“The MTF and the administrators of the Affiliating Institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Navy Oral/Maxillofacial, Dermatology and Anesthesiology residents, and Los Angeles County, University of Southern California Oral/Maxillofacial Surgery residents while using the facilities at the MTF and the Affiliating Institution.”

- 3. Paragraph 12 of the MOU is hereby amended to read as follows:

“The terms of this agreement will commence as of the date signed by both parties and will continue until terminated by either party. Either party may terminate this agreement with the provision of 30 days advance written notice to the other party. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interest of the Navy’s mission requirements.”

Except for the changes set forth hereinabove, the wording of the MOU shall not be changed in any respect by this Amendment.

This shall be specifically understood also with respect to any subsequent renewals.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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John F. Schunhoff, Ph.D..  
Interim Director of Health Services

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C. M. BRUZEK-KOHLER  
Rear Admiral, Nurse Corps  
United States Navy  
Commander  
Naval Medical Center  
San Diego, CA 92134-5000

LAC-USC Healthcare Network  
1200 No. State Street, Room 1102  
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