



**Contract Number**

**SAP Number**  
N/A

## Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Loma Linda University Health Education Consortium
<b>Contractor Representative</b>	Daniel Giang, M.D.
<b>Telephone Number</b>	(909) 558-4094
<b>Contract Term</b>	07/01/2025 – 06/30/2026
<b>Original Contract Amount</b>	Non-financial Agreement
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	-----
<b>Cost Center</b>	4436501000
<b>Grant Number (if applicable)</b>	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff) owns and operates a Forensic Coroner Autopsy Facility (Coroner Facility) located at 175 South Lena Road in San Bernardino, California, that has the clinical setting and equipment needed for practical learning experience; and

**WHEREAS**, the County finds Loma Linda University Health Education Consortium (LLUHEC) has an accredited Forensic Pathology Fellowship Program (Program), and the Program requires the use of facilities where trainees (Fellows), can obtain clinical learning resources and experience required for the Program; and

**WHEREAS**, the County and Contractor wish to develop and maintain an affiliation to provide an educational rotation experience for Fellows at the Coroner Facility; and it is to the mutual benefit of the parties hereto that Fellows use the Coroner Facility for clinical experience;

**NOW, THEREFORE**, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

## **I. SHERIFF RESPONSIBILITIES:**

1. With the approval of LLUHEC's Program Director and Sheriff, the Chief Forensics Pathologist shall direct and oversee all activities of LLUHEC's Fellows in rotation at the Coroner Facility. Sheriff shall provide suitable clinical experience situations, creating and maintaining an appropriate learning environment with a shared responsibility by Sheriff and LLUHEC. It is understood that in no case shall Fellows replace Coroner staff.
2. Subject to LLUHEC's consultation and approval, Sheriff shall designate the Chief Forensic Pathologist to coordinate and supervise the Fellows' clinical learning experience in the Program. This shall involve planning between responsible LLUHEC faculty and designated Sheriff's personnel for the assignment of Fellows to specific clinical cases and experiences, including selected conferences, clinics, courses, and programs conducted under the guidance of Sheriff, with the financial responsibility of LLUHEC as listed on section XI – Fiscal Provisions. Sheriff shall designate and submit in writing to LLUHEC the name, professional and academic credentials, of the person responsible for the Program, known as the Clinical Education Supervisor. Sheriff shall notify LLUHEC in writing of any change, or proposed change, of the Clinical Education Supervisor.
3. Sheriff shall permit, by reasonable request, the inspection of Coroner's clinical facilities by agencies charged with responsibility for accreditation of LLUHEC.
4. Sheriff shall provide the necessary authority and consultation to LLUHEC clinical department chairs to ensure clinical faculty and Fellow access to appropriate resources for the Program.
5. Sheriff will provide LLUHEC with a copy of the written policies, procedures and regulations which will govern the Fellows' activities while at the Coroner Facility.
6. Sheriff shall withdraw a Program Fellow if: (a) the achievement, progress, adjustment, or health of the Fellow does not warrant continuation in the Program, or (b) the behavior of the Fellow fails to conform to the applicable policies, procedures, or regulations of the Sheriff-Coroner. Sheriff shall reasonably assist LLUHEC, if necessary, in implementing this withdrawal. In such event, said Fellow's participation in the clinical learning experience shall immediately cease.
7. Sheriff reserves the right, exercisable at Sheriff's discretion after consultation with LLUHEC, to exclude any Fellow from Sheriff's premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of Coroner operations.
8. Sheriff shall allow use of all equipment and provide supplies and disposable personal protective wear as listed in Section XI. Fiscal Provisions needed for clinical instruction at the Coroner Facility. Such equipment and supplies shall be subject to availability. Fellows' name/identification badges shall be provided by LLUHEC and must be worn at all times while at the Coroner Facility.
9. If an accident occurs involving a LLUHEC Fellow while at the Coroner Facility, Sheriff shall provide necessary first aid, as required, except as herein provided. Sheriff shall have no obligation to furnish medical or surgical care to any Fellow. The cost for any and all medical care provided to a Fellow shall be borne by LLUHEC.
10. Sheriff shall maintain records and reports on each Fellow's performance as specified by the Program and provide an evaluation to LLUHEC on paper or electronic format as provided by LLUHEC.
11. Sheriff shall ensure that Fellow(s) exposed to infections, environmental hazards, or other occupational injuries at Coroner Facility, shall be managed according to the policy of the Sheriff-Coroner. Sheriff agrees to notify LLUHEC's Health Services of the occurrence of such exposure

to Fellow(s) for follow-up. Such notification shall be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12. Sheriff shall perform background checks on Fellows and LLUHEC employees, agents, or volunteers (Personnel) as a condition of granting access to Sheriff's facilities. Sheriff shall have the sole discretion to determine security acceptability of all Fellows and LLUHEC personnel at any time during the term of this Agreement. Fellows and LLUHEC personnel found to be unacceptable security risks shall be denied access to Sheriff's facilities.
13. As required by law, the Sheriff will maintain all records pertaining to the autopsies that are performed at the Coroner's Facility, including records of participation by Fellows in the Program, and make same available to all interested governmental agencies having lawful access to such information.
14. Fellows participating in the Program shall be covered by the County's Professional Liability Insurance only while on rotation performing services under this Agreement. Fellows shall only receive those benefits as required by law.

## **II. LLUHEC RESPONSIBILITIES:**

1. LLUHEC shall have the ultimate authority over its academic curriculum, education, and assessment of its Fellows.
2. LLUHEC shall withdraw a Fellow from the clinical Program at the Coroner Facility upon notice as set forth in Section I.6.
3. It shall be the responsibility of LLUHEC's Program Director, after consultation with Sheriff, to plan the clinical educational Program for Fellows and agree that Fellows' rotations shall be one (1) year in duration. Fellows shall participate in autopsies and/or investigations only to the extent approved by the Chief Forensic Pathologist. Autopsies shall be performed between 8:00 AM and 5:00 PM, Monday through Friday, unless the Sheriff gives permission to conduct the examination at another time.
4. LLUHEC shall provide Sheriff with an annual announcement or description of the Program, curriculum, and objectives to be achieved at the Coroner Facility.
5. LUHEC shall require all Fellows to abide by County and Sheriff's policies and procedures while participating in the Program. Fellows shall be expected to conduct themselves in a professional manner; their attire and appearance shall conform to the accepted standards of the Sheriff-Coroner.
6. While Fellows are in the Program, they shall continue to be covered under LLUHEC's insurance as set forth in Section VI. Insurance. There are no set limits in place; consequently, there are no set amounts for each occurrence in the self-indemnification retention plan.
7. LLUHEC shall ensure that, prior to clinical placement, each Fellow has taken, or signed a waiver of declination, of the Hepatitis B series, and has had instruction in occupational exposure to bloodborne pathogens, protective practices—to include wearing face coverings, self-monitoring, temperature checks, and any other medically recommended precautions—to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials and diseases.
8. LLUHEC shall agree that each Fellow participating in the Program shall be subject to a criminal background check and all Sheriff drug/alcohol screening policies in effect during the time of the clinical experience. All fees associated with the background check shall be at the expense of

LLUHEC. Criminal activity disclosure and/or positive drug test results shall be submitted to LLUHEC's Program Director for action according to LLUHEC's Policy.

9. LLUHEC will ensure that each Fellow shall have received a recent two-step skin test for tuberculosis, prior to clinical placement at the Coroner Facility.
10. LLUHEC shall ensure that, prior to clinical placement, each Fellow shall provide to LLUHEC, documentation of required immunization(s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Rubeola (2MMRs), prior to clinical placement. Such documentation shall be made available to Sheriff upon request.
11. LLUHEC shall provide Sheriff with a copy of a Fellow's personal information sheet and fingerprints upon Sheriff request.
12. LLUHEC shall be responsible for the academic appointment of faculty members who participate in medical Fellow teaching. The appointment is initiated through the respective departments responsible for instruction, evaluation, and teaching.

### **III. RESERVATION OF RIGHTS; PLACEMENT**

LLUHEC reserves the right to withhold placement of Fellows depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **IV. DEPARTMENTAL LETTER OF AGREEMENT**

Recognizing the specific nature of the clinical experience, and to formalize the operational details of the Program, a Letter of Agreement relating to Sheriff and LLUHEC responsibilities is attached hereto as Exhibit A and incorporated herein by this reference. The Sheriff is authorized to execute the Letter of Agreement as authorized by the County Board of Supervisors.

### **V. CONFIDENTIALITY**

Pursuant to HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. LLUHEC acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. LLUHEC agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Fellow utilized to fulfill services pursuant to the Agreement comply with said provisions. LLUHEC further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

### **VI. INSURANCE**

1. LLUHEC agrees that the County or Sheriff are not to assume, nor shall assume by this Agreement, liability under any applicable Workers' Compensation law for, by, or on behalf of any Fellows who are on Sheriff premises performing any duty under the terms of this Agreement. LLUHEC agrees to indemnify, defend, and hold San Bernardino County and Sheriff harmless with respect thereto as provided herein.
2. LLUHEC agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations as set forth in Section VI and VII of this Agreement.
3. Fellows and LLUHEC officers, employees, agents, and volunteers participating in the Program are not County officers, employees, agents, or volunteers and, as such, the County's worker's compensation benefits will not be extended to such persons.

4. Additional Insured

All policies, except for Workers' Compensation, Abuse/Molestation, Errors and Omissions, Cyber Liability, and General Liability policies, shall contain endorsements naming the County and its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

5. Waiver of Subrogation Rights

LLUHEC shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LLUHEC and its employees or agents from waiving the right of subrogation prior to a loss or claim. LLUHEC hereby waives all rights of subrogation against the County.

6. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

7. Proof of Coverage

LLUHEC shall furnish Certificates of Insurance to Sheriff evidencing the insurance coverage at the time the Agreement is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and LLUHEC shall maintain such insurance from the time LLUHEC commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, LLUHEC shall furnish a copy of the Declaration page for all applicable policies and will make available for inspection complete certified copies of the policies and all endorsements immediately upon request.

8. Acceptability of Insurance Carrier

Unless otherwise approved by County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."

9. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County's Risk Management.

10. Failure to Procure Coverage

In the event that any policy of insurance required under the Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by LLUHEC.

## 11. Insurance Review

Insurance requirements are subject to periodic review by the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. LLUHEC agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## 12. Insurance Specifications

LLUHEC agrees to provide insurance set forth in accordance with the requirements herein. If LLUHEC uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LLUHEC agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is/are determined by the scope of the Agreement services.

Without in any way affecting the indemnity herein provided and in addition thereto, LLUHEC shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

### a. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of LLUHEC and all risks to such persons under the Agreement.

If LLUHEC has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

### b. Commercial/General Liability Insurance

LLUHEC shall carry General Liability Insurance covering all operations performed by or on behalf of LLUHEC providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.

- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse, and underground hazards.
- 5) Personal Injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If LLUHEC is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If LLUHEC owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

13. RESERVED

14. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement's work. The "claims made" insurance shall be maintained, or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

## VII. INDEMNIFICATION

1. LLUHEC shall indemnify, defend (with counsel reasonably approved by County), and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited

by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. LLUHEC indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. County shall indemnify and hold LLUHEC, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
3. In the event that LLUHEC or County is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, LLUHEC and/or County shall indemnify the other to the extent of its comparative fault.
4. The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

#### **VIII. EMPLOYMENT DISCRIMINATION/HARASSMENT/RETALIATION**

During the term of the Agreement, neither party shall unlawfully harass, discriminate against, or retaliate against any Student because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. LLUHEC shall comply with the applicable provisions of: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable federal, state, and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **IX. TERM AND TERMINATION**

The Agreement is effective as of July 1, 2025 and expires June 30, 2026. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to the Agreement to extend the term for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement with LLUHEC. However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party thirty (30) days advance written notice of the intention to terminate.

#### **X. NOTICES**

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department  
Bureau of Administration-Contracts Unit  
655 E. Third Street  
San Bernardino, CA 92415-0061  
Fax Number: (909) 387-3444

Linda University Health Education  
Consortium  
11234 Anderson Street, Room MC25165  
Loma Linda, CA 92354  
Fax Number: (909) 558-0414

Notice shall be deemed communicated two (2) Sheriff working days from the time of mailing if mailed as provided in this paragraph.

#### **XI. FISCAL PROVISIONS**

While Program Fellows are assigned rotation at the Coroner's Facility, the Fellows shall continue to be employees of LLUHEC and receive regular compensation from LLUHEC. No compensation of any kind shall be made on behalf of the Fellows by the County or Sheriff. LLUHEC shall hold County and Sheriff harmless from any and all withholdings or payroll tax liabilities associated with the Fellows by LLUHEC. Upon LLUHEC's approval, LLUHEC shall be responsible for direct payment to the providers associated with the cost of attendance, lodging and per diem expenses for Fellows to attend selected conferences, clinics, courses, and programs conducted under the guidance of Sheriff.

Additionally, LLUHEC shall reimburse County for disposable protective wear utilized by Fellows at a rate of \$48 per day, per Fellow, or the most current rate established by the County, updated July 1 of each year. LLUHEC shall be invoiced quarterly in arrears for all logged Fellows. LLUHEC will submit payment to the Sheriff Department's Bureau of Administration, attention Cost Recovery Unit, at the address listed in Section X. Notices, for the costs billed within forty-five (45) days of invoice.

#### **XII. COUNTY REPRESENTATIVE**

The Sheriff, or designee, shall represent the County in all matters pertaining to the services and duties described in this Agreement, including termination and assignment of the Agreement, and shall be the final authority in all matters pertaining to the services and duties of LLUHEC.

#### **XIII. MODIFICATION**

The parties agree that any alterations, variations, modifications, or waivers of the provisions of this Agreement shall be valid only when reduced to writing, executed, and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of LLUHEC and the County. If this Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Agreement, with the exception of the amendments permitted in Section IX – Term and Termination.

#### **XIV. CHOICE OF LAW**

This Agreement shall be governed by and construed according to the laws of the State of California.

#### **XV. VENUE**

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

## **XVI. ATTORNEYS FEES AND COSTS**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance requirements.

## **XVII. LEGALITY AND SEVERABILITY**

The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of this Agreement is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

## **XVIII. MUTUAL COVENANTS**

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

## **XIX. LEVINE ACT – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

LLUHEC Contractor has disclosed to the County using Attachment C – Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. LLUHEC acknowledges that under Government Code section 84308, LLUHEC is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, LLUHEC will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of LLUHEC or by a parent, subsidiary, or otherwise related business entity of LLUHEC.

## **XX. ENTIRE AGREEMENT**

The Agreement, including any exhibits and other documents attached hereto and incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Agreement not expressly set forth herein are of no force or effect. The Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Agreement and signs the same of its own free will.

## **XXI. ELECTRONIC SIGNATURES**

The Agreement and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts

shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, San Bernardino County and LLUHEC have each caused the Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Loma Linda University Health Education Consortium  
(Print or type name of corporation, company, contractor, etc.)

► By: \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name: Daniel Giang, M.D.  
(Print or type name of person signing contract)

Title: Designated Institutional Official  
(Print or Type)

Dated: \_\_\_\_\_

Address: 11234 Anderson St., Room MC2516  
Loma Linda, CA 92354

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed by Contract Compliance	Reviewed/Approved by Department
► _____ Grace B. Parsons, Deputy County Counsel	► _____	► _____ Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____



## **ATTACHMENT C**

### **Levine Act –**

### **Campaign Contribution Disclosure**

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Loma Linda University Health Education Consortium
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes ☒ If yes, skip Question Nos. 3-4 and go to Question No. 5      No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Loma Linda University, Medical Center, Children's Hospital, SAC Health	Members

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
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9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

**EXHIBIT A  
LETTER OF AGREEMENT**

**Graduate Medical Education  
PROGRAM LETTER OF AGREEMENT**

**Loma Linda University Health Education Consortium  
Forensic Pathology Fellowship Program**

**and**

**San Bernardino County Sheriff's Department-Coroner's Division**

This document serves as an Educational Agreement between the Forensic Pathology Fellowship Program of Loma Linda University Health Education Consortium (LLUHEC) and *San Bernardino County Sheriff's Department-Coroner Division* involved in forensic pathology training and education.

This Letter of Agreement is effective from July 2025 and will remain in effect for five years, or until updated, changed or terminated by the *Loma Linda University Health Education Consortium Forensic Pathology Fellowship Program* and *San Bernardino County Sheriff's Department- Coroner's Division*.

**1. Persons Responsible for Education and Supervision**

*At San Bernardino County Sheriff's Department- Coroner's Division: Brian Hutchins, M.D., Chief Forensic Pathologist, Diana Geli, D.O., Timothy Jong, M.D., Denise Rhee, M.D., Matthew Hibbard-Miller, M.D., Jason Kissell, D.O., Michelle Phan-Tang, D.O., and Austin Gray, M.D.*

The above-mentioned people are responsible for the education and supervision of the Pathology Fellows while rotating at *San Bernardino County Sheriff's Department- Coroner's Division*.

**2. Responsibilities**

The Forensic Pathologist at *San Bernardino County Sheriff's Department- Coroner Division* must provide appropriate supervision of the Forensic Pathology Fellows in patient care activities and maintain a learning environment conducive to educating the Forensic Pathology Fellow in the Accreditation Council for Graduate Medical Education (ACGME) Forensic Pathology Fellowship Program competency areas. The Forensic Pathologist must evaluate the Forensic Pathology Fellow performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

**3. Content and Duration of the Educational Experiences**

The content of the educational experiences has been developed according to the ACGME Forensic Pathology Fellowship Program Requirements, and include the following goals and objectives:

**GOALS:**

*Prepare the fellow for a successful career as a forensic pathologist by providing a comprehensive educational experience and exposure to a diversity of cases that will qualify the fellow for certification in Forensic Pathology by the American Board of Pathology.*

**OBJECTIVES:**

**A. Professionalism**

The Fellow demonstrates:

- i. A high degree of professionalism when encountering families and representatives from outside agencies
- ii. Ability to treat investigative, technical, and administrative support staff with dignity and respect
- iii. Ability to deal with families in a compassionate manner, responding gently to families and refraining from emotional responses
- iv. Ability to respond in a timely fashion

#### B. Patient Care and Procedural Skills

The Fellow will demonstrate ability to:

- i. Generate accurate death certificates
- ii. Determine when an external examination or autopsy should be performed
- iii. Determine whether a death investigation is required under applicable statutes and in coordinating death investigation and examinations with postmortem organ and tissue donations conducted by organ procurement organizations
- iv. Perform at least 200 and not more than 250 autopsies
- v. Review available medical history and circumstances of death
- vi. Perform the external examination of the body
- vii. Perform the photographic documentation of the injuries and disease processes
- viii. Perform the gross dissection
- ix. Examine the microscopic sections and laboratory findings
- x. Generate written descriptions of the gross and microscopic findings
- xi. Develop an opinion regarding the immediate, intermediate, and underlying cause(s) of death
- xii. Review the autopsy report with a member of the faculty

#### C. Medical Knowledge

The fellow will demonstrate knowledge of:

- i. Common injury patterns seen in: blunt trauma, sharp injury, firearms injury transportation-related fatalities, asphyxial injuries, temperature and electrical injuries, and suspected child and elder abuse
- ii. The basic disciplines of forensic science and their relevance to death investigation systems
- iii. The causes and autopsy findings in cases of sudden, unexpected natural deaths
- iv. Common postmortem changes, including decomposition patterns
- v. Court standards on the admissibility of forensic techniques and expert testimony
- vi. General principles of a medicolegal autopsy and biosafety
- vii. Proper documentation in medicolegal autopsies, including evidence recognition, collection, preservation, transportation, storage, analysis, and chain-of-custody
- viii. The statutory basis for medicolegal death investigation systems and requirements to serve as medical examiner, coroner, or forensic pathologist

#### D. Systems-Based Practice

The Fellow demonstrates the ability to:

- i. Understand the unique role of a forensic pathologist in public safety, criminal justice, health care, and public health systems
- ii. Work effectively in various health care delivery settings and systems relevant to their clinical specialty
- iii. Interpret and observe privacy law and HIPAA guidelines
- iv. Work in inter-professional teams to enhance safety and improve patient care quality

- v. Participate in identifying system errors and implementing potential systems solutions

#### E. Practice-Based Learning and Improvement

The Fellow demonstrates:

- i. Knowledge of relevant material to correctly interpret pathological findings and formulate coherent diagnoses and conclusions
- ii. Ability to prepare and deliver presentations in the weekly case review conference
- iii. Ability to review, discuss and analyze current forensic pathology literature during a monthly journal club
- iv. Ability to identify quality assurance and improvement needs
- v. Ability to identify strengths, deficiencies, and limits in one's knowledge and expertise
- vi. Ability to set learning and improvement goals
- vii. Ability to incorporate formative evaluation feedback into daily practice

#### F. Interpersonal and Communication Skills

The Fellow demonstrates:

- i. Ability to communicate effectively with families, law enforcement, attorneys, and prosecutors
- ii. Ability to communicate effectively with physicians, other health professionals, and health-related agencies
- iii. Ability to act in a consultative role to other physicians and health professionals
- iv. Ability to write clear and concise reports explaining medical and scientific information to individuals with limited scientific education and medical background
- v. Ability to develop written communication skills by describing external wounds, internal injuries and pathological conditions in a clear and concise manner
- vi. Ability to assemble a set of pathological diagnoses summarizing the major findings along with an opinion

#### DURATION:

12 months

#### DUTIES:

- i. Attend Daily Morning Report
- ii. Attend Daily Case Sign-out
- iii. Attend Fellow Didactic Core Curriculum Lecture- Friday Afternoon
- iv. Attend Weekly Case Review
- v. Attend Monthly Journal Club
- vi. Attend Monthly Neuropathology Conference
- vii. Attend Monthly QA Meeting
- viii. Participate in four weeks devoted exclusively to laboratory experience which include: toxicology, physical anthropology, components of the crime laboratory (firearms, serology, and trace evidence).
- ix. Attend National professional meeting in the field of forensic pathology
- x. Perform and complete between 200 to 250 medicolegal autopsies derived from a wide and comprehensive variety of case types

## SUPERVISION:

Each autopsy that a Forensic Pathology Fellow performs is supervised by a Forensic Pathologist who is present during the gross dissection to help interpret gross findings. All glass slides are examined by a Forensic Pathologist. All reports are reviewed, amended and co-signed by a Forensic Pathologist.

Teaching staff includes:

*Brian Hutchins, M.D.*

*Diana Geli, D.O.*

*Timothy Jong, M.D.*

*Denise Rhee, M.D.*

*Matthew Hibbard-Miller, M.D.*

*Jason Kissell, D.O.*

*Michelle Phan-Tang, D.O.*

*Austin Gray, M.D.*

In cooperation with Brian Hutchins, M.D., the faculty at San Bernardino County Sheriff's Department-Coroner's Division are responsible for supervising the activities of the Forensic Pathology Fellow to ensure that the outlined goals and objectives are met during the course of the educational experiences at San Bernardino County Sheriff's Department- Coroner Division.

## 4. Policies and Procedures that Govern Fellow Education

The Forensic Pathology Fellow will be under the general direction of the LLUHEC Medical Education Policies and Training Agreement, the Program's Policy and Procedure Manual and San Bernardino County Sheriff's Department- Coroner Division policies for graduate medical education.

LLUHEC Forensic Pathology Fellowship Program:

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Daniel Giang, M.D., DIO

Date

San Bernardino County Sheriff's Department- Coroner Division, San Bernardino:

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Shannon D. Dicus, Sheriff/Coroner/Public Administrator

Date