

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

January 14, 2025

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Affiliation Agreement with Loma Linda University School of Medicine for Pathologist Assistant Program

RECOMMENDATION(S)

1. Approve affiliation **Agreement No. 25-09**, which includes a Program Letter of Agreement and non-standard terms, with Loma Linda University School of Medicine, for the Sheriff/Coroner/Public Administrator's Coroner Division to provide a Pathologist Assistant Program student rotation, with the minimal cost of surgical disposable protective wear to be reimbursed by Loma Linda University School of Medicine, for the period of January 15, 2025, through January 14, 2026, with the option to extend the term by two additional one-year periods or one additional two-year period.
2. Authorize the Sheriff/Coroner/Public Administrator to execute the Program Letter of Agreement referenced in Recommendation No. 1, for the Pathologist Assistant Program, as required by Loma Linda University School of Medicine.
3. Direct the Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff to transmit the Program Letter of Agreement in relation to this affiliation Agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Kelly Welty, Chief Deputy Director, 387-3760)

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 additional Discretionary General Funding (Net County Cost). The cost of surgical disposable protective wear utilized by an estimated 60 students, per year, will be reimbursed to the County by Loma Linda University School of Medicine (LLUSM) per the standard fee amount for protective wear included in the County's Fee Ordinance, Section 16.0226(t)(9)(B), currently \$48. This fee amount may be adjusted annually according to the County Fee Ordinance.

BACKGROUND INFORMATION

The proposed affiliation Agreement provides for the safety, health, and social service needs of the county's residents by supporting LLUSM's students in the Pathologist Assistant Program (Program) and providing a clinical rotation at the Sheriff/Coroner/Public Administrator's (Department) Coroner Division Facility. LLUSM students enrolled in the Program will observe and participate in the performance of autopsies under the direction of the Department's Forensic Pathologists.

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Approval of this Item will allow the Department to begin rotational training for an estimated 60 Program students through January 14, 2026, with the option to extend the term by one additional two-year period or two additional one-year periods by mutual agreement of the County and LLUSM.

The negotiated Agreement between the Department and LLUSM includes non-standard terms, as follows:

1. The Agreement does not include certain standard County insurance requirements, including the requirement that the County be a named additional insured on certain policies.
 - 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: Not being an additional named insured on the policy excludes the County from direct coverage under the policy, which could result in expenses that exceed the total Agreement amount.

2. The County is required to indemnify and hold LLUSM and its officers, employees, and agents harmless from and against all claims and costs (including reasonable attorneys' fees) resulting from performance of the Agreement, but only in proportion to and to the extent that such claims and costs are caused by, or result from, the County's negligent acts or omissions.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify LLUSM, 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 LLUSM without such limitations and the County could be responsible to defend and reimburse LLUSM for costs, expenses, and damages, which could exceed the total Agreement amount.

While these are exceptions to the County's standard contract language, the Department recommends approval of this Agreement to help provide educational experiences for students. County Counsel and Risk Management have reviewed and provided input on the Agreement.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Grace B. Parsons, Deputy County Counsel, 387-5455) on December 4, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst, 396-9008) on December 4, 2024; Finance (Erika Rodarte, Administrative Analyst, 387-4919) on December 27, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on December 30, 2024.

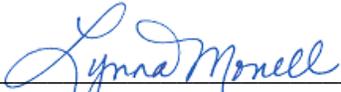
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: January 14, 2025



cc: Sheriff - Welty w/agree for sign
Contractor - c/o Sheriff w/agree
File - w/agree
MBA 01/15/2025