

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

October 21, 2025

FROM

JEANY GLASGOW, Director, Children and Family Services

SUBJECT

Contract with Loma Linda University for Medical, Mental Health, and Evidentiary Medical Examination Services

RECOMMENDATION(S)

1. Approve **Contract No. 25-837** with Loma Linda University, including non-standard terms, to provide medical, mental health services, and evidentiary medical examination for Children and Family Services' youth and children, at the jointly operated Children's Assessment Center and at Loma Linda University Children's Resiliency Institute for Childhood Adversity, in the amount of \$7,500,000, for the term of November 1, 2025 through October 31, 2030.
2. Authorize the Auditor-Controller/Treasurer/Tax Collector to post the necessary budget adjustment of \$2,500,000, as detailed in the Financial Impact section, to increase the amount of funds in the Human Services Administrative Claim for fiscal year 2025-26 to support the contract described in Recommendation No. 1 (Four votes required).

(Presenter: Jeany Glasgow, Director, 658-1181)

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

The recommended contract with Loma Linda University (LLU) requires the use of Discretionary General Funding (Net County Cost) in the total aggregate amount of \$7,500,000. An annual allocation of \$2,500,000 in Net County Cost was approved by the Board of Supervisors (Board) in the 2025-26 Recommended Budget, totaling \$5,000,000 over two years for contracts with LLU for this purpose. However, this funding was not included in the Human Services Administrative Claim (HSAC) 2025-26 budget, and therefore requires an increase to the HSAC budget, as described in the budget adjustment below. The \$2,500,000 will augment an existing on-going amount of \$500,000 within the HSAC budget. Adequate appropriation and revenue have been included in the HSAC 2025-26 budget for the \$500,000 and will be included in future recommended budgets as outlined below.

Fiscal Year	Requested Amount
2025-26	\$3,000,000
2026-27	\$3,000,000
2027-28	\$500,000
2028-29	\$500,000

**Contract with Loma Linda University for Medical, Mental Health, and Evidentiary Medical Examination Services
October 21, 2025**

2029-30	\$500,000
---------	-----------

The following budget adjustment is necessary in the HSAC 2025-26 budget:

Cost Center	GL Account	Description	Action	Amount
5019001000	52002445	Other Professional & Specialty Services	Increase	\$2,500,000
1280001000	56006000	Appropriation Contingency	Decrease	\$2,500,000

BACKGROUND INFORMATION

In 1994, San Bernardino County (County) and Loma Linda University Medical Center established the Children’s Assessment Center (CAC) as a public/private endeavor. County departments and external agencies, through a joint non-financial Memorandum of Understanding (MOU), partnered in the provision of services through the CAC. CAC partners include, but are not limited to, the Sheriff’s Department, the District Attorney’s Office, Children and Family Services (CFS), the Department of Behavioral Health (DBH), 13 local law enforcement agencies, two military bases, Family Court Services, and the Superior Court of California, County of San Bernardino.

On March 14, 2023, (Item No. 11), the Board approved a non-financial MOU with Loma Linda University Children’s Hospital to provide mental health services for CFS youth and children at the jointly operated CAC. The MOU allowed LLU to deliver crisis intervention and mental health services to youth not eligible under the DBH criteria. This agreement established the foundation for continued collaboration and highlighted the need for expanded services now addressed through the proposed contract.

LLU provides medical and forensic services to examine and diagnose children of suspected sexual and/or physical abuse through the CAC. Although originally structured to provide services, to child victims of sexual abuse, the CAC has evolved to include exams and interviews for children throughout the county, who have suffered physical abuse and/or neglect, as well as children who witnessed violent crimes. CFS, through the CAC, has worked cooperatively with local law enforcement agencies and other child protection agencies to provide these needed services. LLU’s services are provided through the CAC, include, but are not limited to, evidentiary medical examinations, mental health assessments, individual and family therapy, crisis intervention, and case management. These services are delivered by licensed or licensed eligible clinicians and are trauma informed and developmentally appropriate. Additionally, LLU will also provide consultation and training to CFS staff and CAC partners as needed. These services are not provided on a fee-for-service basis; instead, funding is advanced at the beginning of each budget year to ensure consistent and uninterrupted support for CAC operations.

DBH has provided, and continues to provide, specialty mental health services to all eligible persons who meet medical necessity criteria, as defined in the California Code of Regulations, Title IX, State Department of Mental Health. Based on those guidelines, many children are ineligible for DBH mental health services, which leaves them in need of the CAC services.

The proposed Contract will allow CFS, through the CAC, to expand and continue mental health services for youth who do not meet medical necessity criteria as required by DBH. It will also allow for immediate mental health services for crisis intervention to youth receiving services from the CAC.

**Contract with Loma Linda University for Medical, Mental Health, and Evidentiary Medical Examination Services
October 21, 2025**

LLU is a nonprofit, self-insured entity. As such, their board and insurance require certain terms and conditions that differ from the standard County contract. The non-standard items are:

1. Each party will indemnify and hold the other party harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent that the damage or loss is caused by the negligent or intentional actions of the indemnifying party.
 - The County standard contract does not include any indemnification or defense by the County of a contractor. The County standard contract also requires that the contractor indemnify, defend, and hold the County harmless from any and all claims or losses arising from any cause.
 - Potential Impact: By agreeing to indemnify LLU, 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 LLU without such limitations and the County would be responsible to defend and reimburse LLU for costs, expenses, and damages. LLU is also only required to indemnify and defend the County to the proportion and to the extent that the claims or losses are due to LLU's negligent or intentional acts or omissions.
2. The County will not require an Additional Insured Endorsement for General Liability, Abuse and Molestation and Cyber Liability insurances.
 - The County standard contract requires all policies except Workers' Compensation, Errors and Omissions, and Professional Liability policies to have endorsements naming the County and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services.
 - Potential Impact: By waiving the requirement, the County forfeits its right to file a claim for damages directly against LLU's insurance carrier, the right to legal defense provided by that carrier, and coverage for any damage caused.

CFS recommends approval of the Contract, including nonstandard terms, to allow LLU to provide for medical and mental health services at CAC and RICA to children throughout the county.

PROCUREMENT

Purchasing supports the non-competitive procurement of forensic pediatrics and medical health services based on specialized credentials. The CAC is the only facility in the county jointly operated to provide integrated forensic pediatric and medical health services. Due to its unique structure and partnerships, no other provider can deliver equivalent services.

REVIEW BY OTHERS

This item has been reviewed by Human Services (Lisa Rivas-Ordaz, Contracts Manager, 388-0222) on October 7, 2025; County Counsel (Daniella V. Hernandez, Deputy County Counsel, 387-5455) on October 7, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on October 7, 2025; Auditor-Controller/Treasurer/Tax Collector (Charlene Huang, General Accounting Manager, 382-7022) on October 9, 2025; Purchasing (Ariel Gill, Supervising Buyer, 387-2070) on October 8, 2025; and County Finance and Administration (John Hallen, Principal Administrative Analyst, 388-5555) on October 7, 2025.

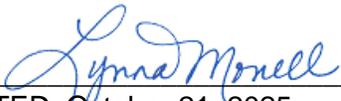
**Contract with Loma Linda University for Medical, Mental Health, and
Evidentiary Medical Examination Services
October 21, 2025**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: October 21, 2025



cc: CFS - Whitehurst w/agree
Contractor - c/o CFS w/agree
File - w/agree
MBA 10/23/2025