

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

December 17, 2024

**FROM**

**JOSHUA DUGAS, Director, Department of Public Health**

**SUBJECT**

Revenue Contract with Loma Linda University Medical Center for Laboratory Testing Services

**RECOMMENDATION(S)**

1. Approve Revenue **Contract No. 24-1286** with Loma Linda University Medical Center for laboratory testing services, including a non-standard term, in the total anticipated amount of \$300,000, for the five-year period of January 1, 2025 through December 31, 2029.
2. Authorize the Director of the Department of Public Health to execute any future non-substantive amendments to the Revenue Contract with Loma Linda University Medical Center, on behalf of the County, subject to review by County Counsel.
3. Direct the Director of the Department of Public Health to transmit any subsequent non-substantive amendments to the Revenue Contract with Loma Linda University Medical Center to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Joshua Dugas, Director, 387-9146)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Operate in a Fiscally Responsible and Business-Like Manner.**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**FINANCIAL IMPACT**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The recommended Revenue Contract (Contract) will generate fees paid by Loma Linda University Medical Center (LLUMC) for laboratory testing services. The Department of Public Health (DPH) anticipates generating approximately \$60,000 annually or \$300,000 over the five-year term. The fees charged and collected are in accordance with the Board of Supervisors approved County Fee Ordinance. Adequate appropriation and revenue have been included in the DPH 2024-25 budget and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

Under the terms of the recommended Contract, DPH will provide the requested laboratory testing services as needed for LLUMC through a fee-for-service revenue contract, for the period of January 1, 2025, through December 31, 2029. The Contract delineates roles, procedures, and fiscal provisions regarding these testing services, which are mutually beneficial to both parties.

DPH operates a laboratory that provides a broad range of reference, clinical, and environmental testing services. Since 2005, DPH has been providing laboratory testing services for hospitals requesting testing for human infectious diseases of public health importance. Outside agencies

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typically request these laboratory testing services from DPH when the test is not routinely performed or available in the requesting facility's laboratory, the test requires a higher biosafety level than available in the requesting facility's laboratory, or the DPH laboratory provides a faster turnaround time on small volume testing than larger commercial laboratories.

The recommended Contract with LLUMC includes a non-standard term that differs from the standard County contract terms:

1. The County is required to indemnify LLUMC.
  - The County standard contract does not include any indemnification or defense by the County of a contractor.
  - Potential Impact: By agreeing to indemnify LLUMC, 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 Contract amount.

DPH recommends the approval of this Contract, including the non-standard term, as it is of mutual benefit to both the department and LLUMC that the DPH laboratory provides testing services for infectious diseases of public health importance. The Contract can be terminated by either party with 30 days written notice.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Adam Ebright, Deputy County Counsel, 387-5455) on November 20, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst, 386-9008) on November 20, 2024; Finance (Iliana Rodriguez, Administrative Analyst, 387-4205) on September 5, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on September 5, 2024.

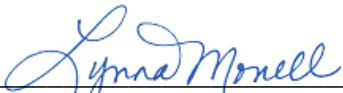
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Record of Action of the Board of Supervisors  
San Bernardino County

**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: December 17, 2024



cc: Public Health - Saucedo w/agree  
Contractor - c/o Public Health w/agree  
File - w/agree  
MBA 12/19/2024