

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

15-768 A1

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	John Ades, Captain
Telephone Number	(909) 387-0640
Contractor	Loma Linda University Medical Center
Contractor Representative	Justin Kerstetter MD
Telephone Number	(909) 558-4494
Contract Term	11/1/2015 – 06/30/2021
Original Contract Amount	Fee Per Service
Amendment Amount	-
Total Contract Amount	Fee Per Service
Cost Center	4436501000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

Contract 15-768, to provide a Forensic Pathology rotation for Pathology Residents to the Sheriff/Coroner/Public Administrator Department is hereby amended effective July 1, 2020 as follows:

- (1) To replace the first paragraph of Section C. TERM OF CONTRACT with the following:

The Contract is effective as of November 1, 2015 and expires June 30, 2021 but may be terminated earlier in accordance with provisions of the Contract. The Contract term may be extended for one additional one-year period by mutual agreement of the parties.

- (2) To replace Section E.1 in its entirety with the following:

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all direct claims, actions, losses, damages and/or liability arising out of this Agreement 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 Indemnitees. The CONTRACTOR'S indemnification obligation does not

apply to the County's "sole negligence" or willful misconduct" within the meaning of Civil Code section 2782.

The COUNTY agrees to indemnify, defend (with counsel reasonably approved by the CONTRACTOR) and hold harmless the CONTRACTOR and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract resulting from the negligent acts, errors, omissions of the COUNTY, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by the CONTRACTOR on account of any claim therefor except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The COUNTY'S indemnification obligation does not apply to the CONTRACTOR'S "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

Except as amended, all other terms and conditions of this contract remain as stated herein.

COUNTY OF SAN BERNARDINO

By Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 19 2020

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
of the County of San Bernardino

By K.S.P.
Deputy



Loma Linda University School of Medicine
(Print or type name of corporation, company, contractor, etc.)

By Paul Herrmann
(Authorized signature - sign in blue ink)

Name Paul Herrmann
(Print or type name of person signing contract)

Title Chair, Dept. of Pathology and Human Anatomy
(Print or Type)

Dated: 4/29/2020

Address 11234 Anderson St.
Rm MC2516, Loma Linda, CA
92354

FOR COUNTY USE ONLY

Approved as to Legal Form
By Richard D. Luczak
Richard D. Luczak, Deputy County Counsel

Date 5/4/2020

Reviewed for Contract Compliance
By _____

Date _____

Reviewed/Approved by Department
By John Ades
John Ades, Captain

Date 5/4/2020