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



### **Contract Number**

25-09 A1

**SAP Number** 

### Sheriff/Coroner/Public Administrator

**Department Contract Representative**Carolina Mendoza, Chief Deputy
Director of Sheriff's Administration

**Telephone Number** (909) 387-0640

**Contractor** Loma Linda University School of

Medicine

Contractor Representative Meghan Dorrell, MHS, OA (ASCP)

**Telephone Number** (909) 558-8095

**Contract Term** 01/15/2025 through 01/14/2028

Original Contract Amount Fee Per Service

Amendment Amount -----Total Contract Amount ------

Cost Center 4436501000

IT IS HEREBY AGREED AS FOLLOWS:

**Grant Number (if applicable)** 

### **AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 25-09 between San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator (Sheriff), and the Loma Linda University School of Medicine (LLUSM) for an affiliation agreement to provide LLUSM Pathologists' Assistant Program (Program) students rotation practice at the Sheriff's Forensic Coroner Autopsy Facility, where trainees can obtain practical learning experience required for the Program, effective on December 16, 2025, as follows:

(1) By deleting Section IX. TERM AND TERMINATION, in its entirety, and replacing it with the following:

### IX. TERM AND TERMINATION

The Agreement is effective as of January 15, 2025 and expires January 14, 2028, with the option to extend the term for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement between the parties. However, the 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.

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(2) By deleting Section IX FISCAL PROVISIONS, in its entirety, and replacing it with the following:

### XI. FISCAL PROVISIONS

LLUSM shall reimburse the County for disposable protective wear utilized by Students at a rate of \$49 per day, per Participant, or the most current rate established by the County, updated July 1 of each year. LLUSM shall be invoiced quarterly in arrears for all logged Students.

LLUSM will submit payment to the Sheriff's 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.

(3) By deleting Section XIX. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439), in its entirety, and replacing it with the following:

# XIX. LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)

Contractor has disclosed to the County using Attachment A – 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 this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor 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.

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

- (4) By deleting existing Attachment A CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439), in its entirety, and replacing it with a new **Attachment A Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).**
- (5) By adding the following sections:

# XXII. PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (FAR 52.203-18)

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

### XXIII. USE OF BIOBASED PRODUCTS (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

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### XXIV. SERVICE CONTRACT LABOR STANDARDS (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

All other terms and conditions of Contract No. 25-09 remain in full force and effect.

[Remainder of this page is intentionally left blank.]

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**IN WITNESS WHEREOF**, San Bernardino County and the Loma Linda University School of Medicine have each caused the Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

		(Print or type name of corporation, company, contractor, etc.)		
► Dawn Rowe, Chair, Board of Supervisors	<u> </u>	Ву	Authorized signature - sign in blue ink)	
Dated: SIGNED AND CERTIFIED THAT A COP DOCUMENT HAS BEEN DELIVERED T			nara Thomas, MD Print or type name of person signing contract)	
CHAIRMAN OF THE BOARD	OTTIE	Title Dean	Dean of School of Medicine	
Lynna Monell Clerk of the Board of of San Bernardino Co			(Print or Type)	
Зу		Dated:		
Deputy		A dalacco 4	4004 Commun Street Suite 207	
		Address <u>1</u>	1021 Campus Street, Suite 327	
			Loma Linda, CA 92350	
OR COUNTY USE ONLY				
pproved as to Legal Form	Reviewed for Contra	act Compliance	Reviewed/Approved by Department	
<b>&gt;</b>	•		<b>•</b>	
Grace B. Parsons, Deputy County Counsel			Carolina Mendoza, Chief Deputy Director	

Loma Linda University School of Medicine

Date\_

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Date



# ATTACHMENT A 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.

<u>Agent:</u> 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-subsidiary 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.

<u>Parent-Subsidiary Relationship:</u> 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.

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1.	Name of Contractor: Loma Linda	University School	of Medicine					
2.	Is the entity listed in Question No.	1 a nonprofit orga	ınization under Int	ernal Revenue Code section 501(c	)(3)?			
	Yes ⊠ If yes, skip Question Nos	s. 3-4 and go to Q	uestion No. 5	No □				
3.	• •	Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision:						
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):							
5.	Name of any parent, subsidiary, o definitions above):	r otherwise relate	d entity for the en	tity listed in Question No. 1 (see				
	Company Name			Relationship				
١	I/A							
6.	Name of agent(s) of Contractor:							
	Company Name	Agent(s)		Date Agent Retained				
				(if less than 12 months prior	')			
N	J/A							
7.		actor (1) actively	supports the matt	ill be providing services/work under er <u>and</u> (2) has a financial interest unty or board governed special dist	in the			
	Company Name	Subcontractor(s):		Principal and//or Agent(s):				
	<u>N/A</u>							
8.	Name of any known individuals/co or oppose the matter submitted to			ions 1-7, but who may (1) actively suinterest in the outcome of the decis				
1		Company Name						
	Company Name		Indiv	ridual(s) Name				
	Company Name		Indiv	ridual(s) Name				

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	of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?
	No ⊠
	Yes   If yes, please provide the contribution information in Question 11.
10.	Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?
	No ⊠ If no, please skip question 11.
	Yes   If yes, please provide the contribution information in Question 11.
11.	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

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) 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 involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

listed made campaign contributions.

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