



Contract Number

SAP Number  
N/A

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Loma Linda University School of Medicine
<b>Contractor Representative</b>	Meghan Dorrell, MHS, PA (ASCP)
<b>Telephone Number</b>	(909) 558-8095
<b>Contract Term</b>	01/15/25 through 01/14/2026
<b>Original Contract Amount</b>	Fee Per Service
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	-----
<b>Cost Center</b>	4436501000
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff) owns and operates a Forensic Coroner Autopsy Facility (Coroner Facility) located at 175 South Lena Road in San Bernardino, California, that has the clinical setting and equipment needed for practical learning experience; and

**WHEREAS**, the County finds Loma Linda University School of Medicine (LLUSM) has an accredited Pathologists' Assistant Program (Program), and the Program requires the use of facilities where trainees (Students), can obtain clinical learning resources and experience required for the Program; and

**WHEREAS**, the County and Contractor wish to develop and maintain an affiliation to provide an educational rotation experience for Students at the Coroner Facility; and it is to the mutual benefit of the parties hereto that Students use the Coroner Facility for clinical experience;

**NOW, THEREFORE**, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

## **I. SHERIFF RESPONSIBILITIES:**

1. With the approval of LLUSM's Program Director, Clinical Coordinator, and Sheriff, the Chief Forensics Pathologist shall direct and oversee all activities of LLUSM's Students in rotation at the Coroner Facility. Sheriff shall provide suitable clinical experience situations, creating and maintaining an appropriate learning environment with a shared responsibility by Sheriff and LLUSM. It is understood that in no case shall Students replace regular staff.
2. Subject to LLUSM's consultation and approval, Sheriff shall designate the Chief Forensic Pathologist to coordinate and supervise the Students' clinical learning experience in the Program. This shall involve planning between responsible LLUSM faculty and designated Sheriff's personnel for the assignment of Students to specific clinical cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of Sheriff. Sheriff shall designate and submit in writing to LLUSM the name, and professional and academic credentials, of the person responsible for the Program, known as the Clinical Education Supervisor. Sheriff shall notify LLUSM in writing of any change, or proposed change, of the Clinical Education Supervisor.
3. Sheriff shall permit, by reasonable request, the inspection of Coroner's clinical facilities by agencies charged with responsibility for accreditation of LLUSM.
4. Sheriff shall provide the necessary authority and consultation to clinical department chairs of LLUSM to ensure clinical faculty and Student access to appropriate resources for Student training.
5. Sheriff will provide LLUSM with a copy of the written policies, procedures and regulations which will govern the Student's activities while at the Coroner Facility.
6. Sheriff shall withdraw a Program Student if: (a) the achievement, progress, adjustment, or health of the Student does not warrant continuation at the Coroner Facility, or (b) the behavior of the Student fails to conform to the applicable policies, procedures, or regulations of the Coroner Facility. Sheriff shall reasonably assist LLUSM, if necessary, in implementing this withdrawal. In such event, said Student's participation in the clinical learning experience shall immediately cease.
7. Sheriff reserves the right, exercisable at Sheriff's discretion after consultation with LLUSM, to exclude any Student from Sheriff's premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the Coroner Facility's operation.
8. Sheriff shall allow use of all equipment and provide supplies and disposable protective wear, as listed in Section XI. Fiscal Provisions, needed for clinical instruction at the Coroner Facility. Such equipment and supplies shall be subject to availability. Students' name/identification badges shall be provided by LLUSM and must be worn by Students while at the Coroner Facility.
9. If an accident occurs at the Coroner Facility for a LLUSM Student under this Program, Sheriff shall provide necessary first aid, as required, except as herein provided, Sheriff shall have no obligation to furnish medical or surgical care to any Student. The cost for any and all medical care provided to a Student shall be borne by LLUSM.
10. Sheriff shall maintain records and reports on each Student's performance as specified by the Program and provide an evaluation to LLUSM on paper or electronic forms as provided by LLUSM.

11. Sheriff shall ensure that Student(s) exposed to infections, environmental hazards, or other occupational injuries at Coroner Facility, shall be managed according to the policy of the Coroner Facility. Sheriff agrees to notify LLUSM's Student Health Services of the occurrence of such exposure to Student(s) for follow-up. Such notification shall be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
12. Sheriff shall perform background checks on Students and LLUSM employees, agents, or volunteers (Personnel) as a condition of granting access to Sheriff's facilities. Sheriff shall have the sole discretion to determine security acceptability of all Students and LLUSM personnel at any time during the term of this Agreement. Students and LLUSM personnel found to be unacceptable security risks shall be denied access to Sheriff's facilities.

## **II. LLUSM RESPONSIBILITIES:**

1. LLUSM shall have the ultimate authority over its academic curriculum, education and assessment of its Students.
2. LLUSM shall withdraw a Student from the clinical Program at the Coroner Facility upon notice as set forth in I.6.
3. It shall be the responsibility of LLUSM's Academic Coordinator of Clinical Education, after consultation with Sheriff, to plan the clinical educational Program for first-year Students and agree Students' rotations shall be one (1) to two (2) days in duration, and only one student per rotation. Students shall participate in autopsies and/or investigations by observation only.
4. It shall be the responsibility of LLUSM's Academic Coordinator of Clinical Education, after consultation with Sheriff, to plan the clinical educational Program for second-year Students and agree Students' rotation shall be four (4) to eight (8) weeks in duration, and only one student per rotation. Students shall participate in hands-on autopsies and/or investigations only to the extent approved by the assigned Forensic Pathologist.
5. LLUSM shall provide Sheriff with an annual announcement or description of the Program, curriculum, and objectives to be achieved at the Coroner Facility.
6. LLUSM shall require all Students to abide by County and Sheriff's policies and procedures while at participating in the Program at the Coroner Facility. Students shall be expected to conduct themselves in a professional manner; their attire as well as their appearance shall conform to the accepted standards of the Coroner Facility.
7. During the period of time when Students are at the Coroner Facility, Students shall continue to be covered under LLUSM's insurance as set forth in Section VI. Insurance. Students shall continue to be covered by LLUSM's indemnity/malpractice insurance while on rotation. There are no set limits in place; consequently, there are no set amounts for each occurrence in the self-indemnification retention plan.
8. LLUSM shall only assign Students to the Coroner Facility who have satisfactorily completed the prerequisite didactic portion of the curriculum.
9. LLUSM shall ensure that, prior to clinical placement, each Student has taken, or signed a waiver of declination, of the Hepatitis B series, and has had instruction in occupational exposure to bloodborne pathogens, protective practices—to include wearing face coverings, self-monitoring, temperature checks, and any other medically recommended precautions—to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials and diseases.

10. LLUSM shall agree that each Student participating in the Program shall be subject to a criminal background check and all Sheriff drug/alcohol screening policies in effect during the time of the clinical experience. All fees associated with the background check shall be at the expense of LLUSM. Criminal activity disclosure and/or positive drug test results shall be submitted to LLUSM's Program Director for action according to LLUSM's Policy.
11. LLUSM will ensure that each Student shall have received a recent two-step skin test for tuberculosis, prior to clinical placement at the Coroner Facility.
12. LLUSM shall ensure that, prior to clinical placement, each Student shall provide to LLUSM, documentation of required immunization(s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Rubeola (2MMRs), prior to clinical placement. Such documentation shall be made available to Sheriff upon request.
13. LLUSM shall provide Sheriff with a copy of a Student's personal information sheet and fingerprints upon Sheriff request.
14. LLUSM shall be responsible for the academic appointment of faculty members who participate in medical Student teaching. The appointment is initiated through the respective departments responsible for instruction, evaluation, and teaching.

### **III. RESERVATION OF RIGHTS; PLACEMENT**

LLUSM reserves the right to withhold placement of Program Students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **IV. DEPARTMENTAL LETTER OF AGREEMENT**

Recognizing the specific nature of the clinical experience, and to formalize the operational details of the Program, a Letter of Agreement relating to the Sheriff and LLUSM responsibilities is attached hereto as Exhibit A and incorporated herein by this reference. The Sheriff is authorized to execute the Letter of Agreement as authorized by the County Board of Supervisors.

### **V. CONFIDENTIALITY**

Pursuant to HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. LLUSM acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. LLUSM agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Student utilized to fulfill services pursuant to the Agreement comply with said provisions. LLUSM further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

### **VI. INSURANCE**

1. LLUSM agrees that the County or Sheriff are not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation law for, by, or on behalf of any Students while said Students are on the premises of the County performing any duty under the terms of this Agreement, and LLUSM agrees to indemnify, defend, and hold San Bernardino County and Sheriff harmless with respect thereto as provided herein.

2. LLUSM agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations as set forth in Section VI and VII of this Agreement.
3. Students and LLUSM officers, employees, agents, and volunteers participating in the Program are not County officers, employees, agents, or volunteers and, as such, the County's worker's compensation benefits will not be extended to such persons. The County does not provide professional liability coverage for student interns. All student interns who provide clinical services must be either covered by LLUSM's professional liability insurance or carry their own professional liability insurance with combined single limits of \$1,000,000 and \$2,000,000 in aggregate.

4. Additional Insured

All policies, except for Workers' Compensation, Errors and Omissions, Cyber Liability, General Liability, and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

5. Waiver of Subrogation Rights

LLUSM shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LLUSM and its employees or agents from waiving the right of subrogation prior to a loss or claim. LLUSM hereby waives all rights of subrogation against the County.

6. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

7. Proof of Coverage

LLUSM shall furnish Certificates of Insurance to Sheriff evidencing the insurance coverage at the time the Agreement is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and LLUSM shall maintain such insurance from the time LLUSM commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, LLUSM shall furnish a copy of the Declaration page for all applicable policies and will make available for inspection complete certified copies of the policies and all endorsements immediately upon request.

8. Acceptability of Insurance Carrier

Unless otherwise approved by County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."

9. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County's Risk Management.

#### 10. Failure to Procure Coverage

In the event that any policy of insurance required under the Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by LLUSM.

#### 11. Insurance Review

Insurance requirements are subject to periodic review by the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. LLUSM agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

#### 12. Insurance Specifications

LLUSM agrees to provide insurance set forth in accordance with the requirements herein. If LLUSM uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LLUSM agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is/are determined by the scope of the Agreement services.

Without in any way affecting the indemnity herein provided and in addition thereto, LLUSM shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

##### a. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of LLUSM and all risks to such persons under the Agreement.

If LLUSM has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code

and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

b. Commercial/General Liability Insurance

LLUSM shall carry General Liability Insurance covering all operations performed by or on behalf of LLUSM providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse, and underground hazards.
- 5) Personal Injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If LLUSM is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If LLUSM owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

f. Abuse/Molestation Insurance

LLUSM shall have abuse or molestation insurance providing coverage for all employees, students and volunteers for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

13. Professional Services Requirements

Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for agreements with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

14. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement's work. The "claims made" insurance shall be maintained, or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

**VII. INDEMNIFICATION**

1. LLUSM shall defend (with counsel reasonably approved by County), and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract 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 indemnities. LLUSM indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. County shall indemnify and hold LLUSM, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees, and agents
3. In the event that LLUSM or County is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, LLUSM and/or County shall indemnify the other to the extent of its comparative fault.
4. The parties' indemnification obligations set forth above are conditioned on the following: (a) the

indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

## **VIII. EMPLOYMENT DISCRIMINATION/HARASSMENT/RETALIATION**

During the term of the Agreement, neither party shall unlawfully harass, discriminate against, or retaliate against any Student because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. LLUSM shall comply with the applicable provisions of: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable federal, state, and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

## **IX. TERM AND TERMINATION**

The Agreement is effective as of January 15, 2025 and expires January 14, 2026. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to the Agreement to extend the term for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement with LLUSM. However, this 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.

## **X. NOTICES**

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department  
Bureau of Administration-Contracts Unit  
655 E. Third Street  
San Bernardino, CA 92415-0061  
Fax Number: (909) 387-3444

Loma Linda University School of Medicine  
11021 Campus Street, Suite 327  
Loma Linda, CA 92350-1701  
Fax Number: (909) 558-0414

Notice shall be deemed communicated two (2) Sheriff working days from the time of mailing if mailed as provided in this paragraph.

## **XI. FISCAL PROVISIONS**

LLUSM shall reimburse County for disposable protective wear utilized by Students at a rate of \$48 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 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.

## **XII. COUNTY REPRESENTATIVE**

The Sheriff, or designee, shall represent the County in all matters pertaining to the services and duties described in this Agreement, including termination and assignment of the Agreement, and shall be the final authority in all matters pertaining to the services and duties of LLUSM. If this Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Agreement, with the exception of the amendments permitted in Section IX – Term and Termination.

## **XIII. MODIFICATION**

The parties agree that any alterations, variations, modifications, or waivers of the provisions of this Agreement shall be valid only when reduced to writing, executed, and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of LLUSM and the County.

## **XIV. CHOICE OF LAW**

This Agreement shall be governed by and construed according to the laws of the State of California.

## **XV. VENUE**

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

## **XVI. ATTORNEYS FEES AND COSTS**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance requirements.

## **XVII. LEGALITY AND SEVERABILITY**

The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of this Agreement is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

## **XVIII. MUTUAL COVENANTS**

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

**XIX. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

LLUSM has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 LLUSM proposal to the County, or (2) 12 months before the date the Agreement was approved by the Board of Supervisors. The LLUSM acknowledges that under Government Code section 84308, LLUSM is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to the Agreement, LLUSM will provide County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

**XX. ENTIRE AGREEMENT**

The Agreement, including any exhibits and other documents attached hereto and incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Agreement not expressly set forth herein are of no force or effect. The Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Agreement and signs the same of its own free will.

**XXI. ELECTRONIC SIGNATURES**

The Agreement and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, San Bernardino County and LLUSM have each caused the Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► \_\_\_\_\_  
\_\_\_\_\_, Chair, Board of Supervisors

Dated: \_\_\_\_\_

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  
San Bernardino County

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

► By: \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name: Tamara Thomas, MD  
*(Print or type name of person signing contract)*

Title: Dean of School of Medicine  
*(Print or Type)*

Dated: \_\_\_\_\_

Address: 11021 Campus Street, Suite 327

\_\_\_\_\_  
Loma Linda, CA 92350

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Grace B. Parsons, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date \_\_\_\_\_



**ATTACHMENT A  
CAMPAIGN CONTRIBUTION DISCLOSURE  
(SB 1439)**

**DEFINITIONS**

Actively supporting 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.

Agent: 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-subsidary 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.

Parent-Subsidiary Relationship: 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.**

1. Name of Contractor: Loma Linda University School of Medicine
2. Is the entity listed in Question No. 1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Questions Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and 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, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

- No  If **no**, please skip Question No. 10.  
 Yes  If **yes**, please continue to complete this form.

10. 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 listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.

**EXHIBIT A  
LETTER OF AGREEMENT**

**Pathologists' Assistant Program  
PROGRAM LETTER OF AGREEMENT  
Loma Linda University School of Medicine  
Pathologists' Assistant Program  
and**

**San Bernardino County Sheriff's Department-Coroner's Division, San Bernardino**

This document serves as an Educational Agreement between the *Pathologists' Assistant Program* of Loma Linda University School of Medicine and *San Bernardino County Sheriff's Department- Coroner's Division* involved in forensic pathology training and education.

This Letter of Agreement is effective from January 2025 and will remain in effect for five years, or until updated, changed or terminated by the *Pathologists' Assistant Program of Loma Linda University School of Medicine* and *San Bernardino County Sheriff's Department- Coroner's Division*.

**1. Persons Responsible for Education and Supervision**

*At San Bernardino County Sheriff's Department- Coroner's Division: Brian Hutchins, M.D., Chief Forensic Pathologist, Diana Geli, D.O., Timothy Jong, M.D., Denise Rhee, M.D., Matthew Hibbard-Miller, M.D., Jason Kissell, D.O., Michelle Phan-Tang, D.O., and Austin Gray, M.D.*

The above-mentioned people are responsible for the education and supervision of the Pathologists' Assistant student while rotating at *San Bernardino County Sheriff's Department- Coroner's Division*.

**2. Responsibilities**

The Forensic Pathologist at *San Bernardino County Sheriff's Department- Coroner's Division* must provide appropriate supervision of the Pathologists' Assistant student in patient care activities and maintain a learning environment conducive to educating the Pathologists' Assistant student in the Pathologists' Assistant Program competency areas. The Forensic Pathologist must evaluate the Pathologists' Assistant student performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

**3. Content and Duration of the Educational Experiences**

The content of the educational experiences has been developed according to the Pathologists' Assistant Program Requirements, and include the following goals and objectives:

**GOALS:**

*The clinical rotations of the Pathologists' Assistant program aim to provide students with the clinical skills pertinent to the duties of a Pathologists' Assistant. The students will become proficient at the techniques used in surgical and autopsy pathology in order to assist the pathologist in diagnosis of disease and abnormalities.*

**OBJECTIVES:**

**1. Professionalism Behavior and Attitude; the student will:**

**a. Demonstrate punctuality and attendance by:**

- i. Arriving at the clinical site at the specified time, prepared to start on time**
- ii. Returning from breaks at the specified time**

- iii. *Performing tasks at assigned time*
- iv. *Delivering assignments on due date*
- b. *Exhibit appropriate interpersonal skills by:*
  - i. *Communicating thoughts clearly*
  - ii. *Asking appropriate questions*
  - iii. *Maintaining a non-judgmental attitude*
  - iv. *Adhering to proper phone etiquette*
  - v. *Showing respect through good listening skills and courteous prompt responses*
- c. *Internalize the value of a professional appearance and neatness by:*
  - i. *Maintaining personal cleanliness and hygiene*
  - ii. *Adhering to the dress code*
  - iii. *Cleaning the work area after performing procedures*
  - iv. *Consistently and routinely maintaining organization*
- d. *Demonstrate an attempt to improve by:*
  - i. *Not repeating mistakes*
  - ii. *Investigating problem areas and asking for help to make it better*
  - iii. *Requesting additional assignments or repeat work to improve performance*
  - iv. *Following directions*
- e. *Accept constructive feedback by:*
  - i. *Willingly changing behavior or activity as suggested*
  - ii. *Not getting defensive*
  - iii. *Encouraging feedback*
- f. *Respond to laboratory pressures and stress by:*
  - i. *Staying focused*
  - ii. *Prioritizing work*
  - iii. *Doing things without being told*
  - iv. *Anticipating department needs*
  - v. *Maintaining acceptable performance*
- g. *Demonstrate professional ethics in these ways:*
  - i. *Maintains patient confidentiality by not discussing patients' conditions, diagnosis, or treatment unless necessary in the performance of duties*
  - ii. *Does not divulge confidential information*
  - iii. *Does not remark about physicians or care of individual*
  - iv. *Offers constructive criticism*
  - v. *Is honest about mistakes and results*
  - vi. *Will record tasks only if performed*
  - vii. *Will total the correct clinical hours*
  - viii. *Will maintain an accurate specimen log to assist in correct evaluation and personal progress*
- h. *Demonstrate safety measures by:*
  - i. *Washing hands frequently*
  - ii. *Utilizing correct personal protective equipment for grossing specimens, frozen sections and other procedures*
  - iii. *Wearing lab coats as policy dictates*
  - iv. *Avoiding touching face with hands*
  - v. *Wiping up wet spots on the floor*
  - vi. *Disposing of all contaminated materials appropriately*
  - vii. *Adhering to fire drills*

2. *Performance; the student will:*
  - a. *Complete procedure in a self-directed manner, ahead of schedule, with a high degree of competency, and seek additional tasks.*
  - b. *Maintain accuracy using excellent work habits, rarely needing to repeat work.*
  - c. *Problem solve by correlating, sorting, and organizing information to recognize and resolve problems in a timely fashion.*
  - d. *Become proficient at procedures and perform work in a reasonable amount of time for level of expertise*
  - e. *Organize and triage specimens so the work to be performed is done in a timely manner.*
  - f. *Maintain an organized, clean, and safe work area.*
  - g. *Strive to work independently once procedures are mastered, handling most situations and making good decisions*
  - h. *Work cooperatively with appropriate personnel in problem solving and decision making, seeking assistance when necessary*
  
3. *Medical Skills and Knowledge. The student will be proficient in:*
  - a. *Autopsy skills, under the direction of the attending pathologist, the student will:*
    - i. *Consistently verify body identity/tags*
    - ii. *Verify if consent is correct*
    - iii. *Verify limitations on autopsy consent forms*
    - iv. *Thoroughly review patient history/charts when possible*
    - v. *Perform a full external exam that identifies signs of death and features and signs of common diseases*
    - vi. *Displays the ability to perform evisceration of a body*
    - vii. *Displays proper dissection of organs and organ blocks*
    - viii. *Identifies structures that student cuts*
    - ix. *Collaborates with resident and faculty to formulate a PAD and Autopsy Report*
    - x. *Displays proper use and techniques of photography*
    - xi. *Perform chart review as indicated, with a brief summary for attending*
    - xii. *Review autopsy consent: ensure it is complete and correct*
    - xiii. *Formulate a preliminary anatomical diagnosis (PAD and autopsy report in conjunction with residents and attending's*
    - xiv. *Estimation of weight or use of the scale*
    - xv. *Length measurement*
    - xvi. *Description of hair, eyes, teeth, ears, head and neck region*
    - xvii. *Description and full body exam to include but not limited to:*
      1. *Skin: scars, moles, tumors, evidence of medical intervention (e.g. catheters, ports, IVs, etc.), tattoos (photographed), unusual injuries*
      2. *Extremities: symmetry, any abnormalities*
      3. *Genitalia: male versus female, any abnormalities*
    - xviii. *Perform evisceration with:*
      1. *Proper utilization of "Y-shaped" incision and variations of incision based on autopsy consent*
      2. *Removal of organs using the "Virchow" method*
      3. *Removal of organs using the "Rokitansky" method to include but not limited to:*
        - a. *Removal of tongue and larynx en bloc*
        - b. *Removal of spinal cord*
        - c. *Removal of brain*

4. *Proper dissection and tissue submission of organs:*
  5. *Weighing organs*
  6. *Photography of organs*
  7. *Review of organ “blocs”*
  8. *Photography of pertinent pathology*
  9. *Proper preparation and presentation of cases at autopsy/gross conference*
- xix. *Miscellaneous autopsy duties to be reviewed:*
1. *Release of bodies*
  2. *Tissue dumping and storage of tissue*
  3. *Interaction with funeral homes, clinical floors*
  4. *Set up of autopsy suite*
  5. *Sign out with attending pathologist*
  6. *Various duties as assigned by attending pathologist or assigned technician*

**DURATION:**

Ranges 9 weeks to 3 months per rotating student

**DUTIES:**

- Attend Daily Morning Report
- Attend Daily Case Sign-out
- Attend Weekly Case Review
- Attend Monthly QA Meeting
- Perform and complete between 50-100 medicolegal autopsies derived from a wide and comprehensive variety of case types, approved by attending pathologists

**SUPERVISION:**

Each autopsy that a Pathologists’ Assistant student performs is supervised by a forensic pathologist who is present during the gross dissection to help interpret gross findings. All glass slides are examined by a forensic pathologist. All reports are reviewed, amended and co-signed by a forensic pathologist.

Teaching staff includes:

*Brian Hutchins, M.D.*  
*Diana Geli, D.O.*  
*Timothy Jong, M.D.*  
*Denise Rhee, M.D.*  
*Matthew Hibbard-Miller, M.D.*  
*Jason Kissell, D.O.*  
*Michelle Phan-Tang, D.O.*  
*Austin Gray, M.D.*

In cooperation with *Brian Hutchins, M.D.* and the faculty at *San Bernardino County Sheriff’s Department-Coroner’s Division* are responsible for supervising the activities of the Pathologists’ Assistant student to

ensure that the outlined goals and objectives are met during the course of the educational experiences at *San Bernardino County Sheriff's Department- Coroner's Division*.

**4. Policies and Procedures that Govern Fellow Education**

The Pathologists' Assistant Student will be under the general direction of the Loma Linda University School of Medicine Pathologists' Assistant Program, the Program's Policy and Clinical Handbook, and *San Bernardino County Sheriff's Department- Coroner's Division* policies for educational programs.

Loma Linda University School of Medicine, Pathologists' Assistant Program:

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Meghan Dorrell, MHS, PA(ASCP), Program Director Date

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Tamara Thomas, MD, Dean of School of Medicine Date

San Bernardino County Sheriff's Department- Coroner's Division:

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Shannon D. Dicus, Sheriff/Coroner/Public Administrator Date