



San Bernardino County

Legislation Text

File #: 6680, Agenda Item #: 63

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

September 13, 2022

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Affiliation Agreement with Loma Linda University School of Medicine for Medical Student Forensic Pathology Rotation

RECOMMENDATION(S)

1. Approve affiliation agreement, including a non-standard term, with Loma Linda University School of Medicine to provide medical students a Forensic Pathology rotation at the Sheriff/Coroner/Public Administrator's Coroner Division from September 14, 2022 through June 30, 2025, with the option to extend the term for two additional one-year periods or one additional two-year period.
 2. Authorize the Sheriff/Coroner/Public Administrator to execute amendments to extend the term of the agreement for two additional one-year periods or one additional two-year period, and approve any non-substantive amendments relating to the scope of services for the medical student Forensic Pathology rotation, subject to review by County Counsel.
 3. Direct the Sheriff/Coroner/Public Administrator to transmit all documents and amendments in relation to this affiliation agreement to the Clerk of the Board of Supervisors within 30 days of execution.
- (Presenter: Kelly Welty, Chief Deputy Director, 387-0640)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Create, Maintain and Grow Jobs and Economic Value in the County.

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

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). This agreement is primarily non-financial in nature but does provide for reimbursement of costs associated with disposable protective non-surgical wear worn by medical students at the rate of \$40 per resident, per rotation, for an estimated 50 students per year. The amount charged is the Sheriff/Coroner/Public Administrator's (Department) standard fee amount for protective wear, which is included in the County's Fee Ordinance, Section 16.0226(u)(9)(A). The annual revenue from this agreement, based upon the current County Fee Ordinance, is estimated at \$2,000.

BACKGROUND INFORMATION

The Department has maintained an affiliation with Loma Linda University, School of Medicine (LLUSM), since 2007. Most recently, the Board of Supervisors (Board) approved Agreement No. 16-706 on September 13,

2016 (Item No. 77) for the period of September 13, 2016 through June 30, 2020; on May 19, 2020 (Item No. 88), the Board approved Amendment No. 1 through June 30, 2021; and on June 22, 2021 (Item No. 88), the Board approved Amendment No. 2 through June 30, 2022. This Agreement has permitted the Department to provide a Forensic Pathology clinical training rotation for medical students from LLUSM.

The recommended new affiliation agreement provides for the safety, health, and social service needs of County residents by continuing to support LLUSM medical students by providing a clinical rotation at the Department's Coroner Division facility from September 14, 2022 through June 30, 2025. This new agreement is being presented to the Board for approval at the next available meeting after negotiations between the Department and LLUSM were completed.

Authorization is requested for the Sheriff/Coroner/Public Administrator to execute amendments to extend the term of the contract for a maximum of two successive one-year periods or one two-year period, and any non-substantive amendments relating to the scope of services for the medical student Forensic Pathology rotation, subject to County Counsel review. The agreement can be terminated for any reason with a 90-day written notice of termination.

The proposed agreement with LLUSM contains a term and condition that differs from the standard County contract as follows:

1. Indemnification: The agreement with LLUSM allows for mutual indemnification. The County standard contract requires the Contractor to indemnify the County in accordance with County Policy 11-07.
 - a. Potential Impact: The agreement will require the County and LLUSM to indemnify each other based on comparative fault. The County could be liable for potential harm or loss incurred by LLUSM.
 - b. Justification: The Department believes that access to training at the Coroner's facilities far outweighs any risks upon utilizing the facilities and as any injury occurring at the Coroner's facility would be "on-duty", the Department believes personnel and medical students have adequate insurance coverage.

While this is a notable exception to the County's standard contract language, the Department recommends approval of this agreement to provide for medical students to complete the requirements of their degrees by participating on their assigned study sessions at the Coroner's divisions. County Counsel and Risk Management have reviewed and provided input on the proposed agreement with LLUSM.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Richard D. Luczak, Deputy County Counsel, 387-5455) on July 11, 2022; Risk Management (Victor Tordesillas, Director, 387-0321) on July 11, 2022; Finance (Carolina Mendoza, Administrative Analyst, 387-0254) on August 25, 2022; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on August 26, 2022.