



# San Bernardino County

## Legislation Text

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**File #: 6682, Agenda Item #: 64**

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### **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 Health Education Consortium for Pathology Resident Forensic Pathology Rotation

#### **RECOMMENDATION(S)**

1. Approve affiliation agreement, including a non-standard term, with Loma Linda University Health Education Consortium for the Sheriff/Coroner/Public Administrator to provide a Forensic Pathology rotation for Pathology Residents at the Coroner's Division from September 14, 2022 through June 30, 2025, with the option to extend for two additional one-year periods, or one additional two-year period.
2. Authorize the Sheriff/Coroner/Public Administrator to:
  - a. Execute a Program Letter of Agreement as required by Loma Linda University Health Education Consortium.
  - b. Execute amendments to extend the term of the agreement for two additional one-year periods or one additional two-year period, and to approve any non-substantive amendments relating to the scope of services of the Forensic Pathology rotation for Pathology Residents, 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 Residents at the rate of \$48 per resident, per rotation, for an estimated 30 residents 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)(B). The annual revenue from this agreement, based upon the current County Fee Ordinance, is estimated at \$1,440.

**BACKGROUND INFORMATION**

The Department has maintained an affiliation with Loma Linda University since 2010. Most recently, the Board of Supervisors (Board) approved Agreement No. 15-768 on October 20, 2015 (Item No. 60) for the period of November 1, 2015 through June 30, 2020; on May 19, 2020 (Item No. 89), the Board approved Amendment No. 1 through June 30, 2021; and on June 22, 2021 (Item No. 89), the Board approved Amendment No. 2 through June 30, 2022. This agreement has permitted the Department to provide a two-week training rotation for Pathology Residents of Loma Linda University's Health Education Consortium (LLUHEC).

The recommended new affiliation agreement provides for the safety, health, and social service needs of County residents by continuing to support the LLUHEC Pathology Residency Program by providing a clinical rotation at the Department's Coroner 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 LLUHEC were completed.

Authorization is requested for the Sheriff/Coroner/Public Administrator to execute a Program Letter of Agreement, as requested by LLUHEC, and to execute amendments to extend the term of the agreement for a maximum of two successive one-year periods or one two-year period, and to approve any non-substantive amendments relating to the scope of services of the Forensic Pathology rotation for Pathology Residents, 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 LLUHEC contains a non-standard term and condition that differs from the standard County contract as follows:

1. Indemnification: The agreement with LLUHEC 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 LLUHEC to indemnify each other based on comparative fault. The County could be liable for potential harm or loss incurred by LLUHEC.
  - b. Justification: The Department believes that access to training at the Coroner's facility far outweighs any risks upon utilizing the facility, and because any injury occurring at the Coroner's facility would be "on-duty" the Department believes personnel and Pathology Residents 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 pursue the County and Chief Executive Officer's goals and objectives by working with other agencies to provide for the safety, health and social service needs of County residents. County Counsel and Risk Management have reviewed and provided input on the proposed agreement with LLUHEC.

**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.