

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

February 10, 2026

FROM

ANDREW GOLDFRACH, ARMC Chief Executive Officer, Arrowhead Regional Medical Center

SUBJECT

Non-Financial Letter of Agreement with Loma Linda University Children's Hospital for Regional Neonatal Intensive Care Cooperation

RECOMMENDATION(S)

Approve non-financial **Letter of Agreement No. 26-86** with Loma Linda University Children's Hospital, including non-standard terms, for Regional Neonatal Intensive Care Unit Cooperation, effective March 1, 2026 through February 28, 2031.

(Presenter: Andrew Goldfrach, ARMC Chief Executive Officer, 580-6150)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). Each facility will remain financially responsible for patient care services provided at its respective location. Costs for patient care services will be funded by State Medi-Cal, Federal Medicare, private insurances, and other departmental revenue. Funding sources may change in the future pending and legislative activity related to the repeal and/or replacement of the Affordable Care Act. Adequate appropriation and revenue have been included in the Arrowhead Regional Medical Center (ARMC) 2025-26 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

Arrowhead Regional Medical Center (ARMC) operates a Neonatal Intensive Care Unit (NICU) that provides specialized care to high-risk newborns. In accordance with California Children's Services (CCS) requirements, hospitals operating NICUs must maintain an affiliation with a CCS-approved Regional NICU to support consultation, referral, and coordinated care for patients who may require higher levels of neonatal care.

Loma Linda University Children's Hospital (LLUCH) is a licensed children's hospital that provides advanced neonatal care and operates a CCS-approved Regional NICU, including neonatal intensive care and neonatal surgery programs. This Letter of Agreement establishes LLUCH as ARMC's Regional NICU affiliate and outlines the specific roles and responsibilities of each hospital related to neonatal consultation, education, referral, and patient transport.

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Under the Letter of Agreement (Agreement), LLUCH will provide multidisciplinary and physician specialist telephone consultation, support joint education and training activities, and joint participation in annual reviews of policies, procedures, and patient outcome data, as required by CCS. Neonatal patients requiring services not available at ARMC may be referred to LLUCH on a bed-available basis or to another CCS-approved Regional NICU when necessary. LLUCH may also provide transport services for patient stabilization and transfer and will coordinate transfer back to ARMC when appropriate.

The Agreement was negotiated by the parties and deviates from the standard County contract terms as follows:

1. The County is required to indemnify LLUCH for claims that arise from the County's negligent acts or omissions while performing its duties under the Agreement.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify LLUCH, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against LLUCH without such limitations and the County could be responsible to defend and reimburse LLUCH for costs, expenses, and damages.
2. LLUCH limits its indemnity obligations to claims that arise from its negligent acts or omissions while performing its duties under the Agreement.
 - The County standard contract general indemnity provision requires the Contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person.
 - Potential Impact: LLUCH's indemnity obligation is more limited compared to the standard County general indemnity obligation. In the event a claim arises that falls outside the scope of LLUCH's limited indemnity obligation, the County could be financially responsible for the defense of the claim and any resulting judgment/settlement.

ARMC recommends approval of this Agreement, including the non-standard terms, to ensure the delivery of specialized medical care to NICU patients, support continuity of neonatal care, and maintain required Regional NICU affiliation in compliance with CCS program requirements.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387-5455) on January 13, 2026; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on January 15, 2026; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on January 16, 2026; and County Finance and Administration (Jenny Yang, Administrative Analyst, 387-4884) on January 20, 2026.

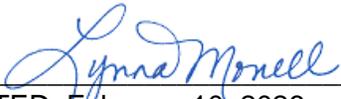
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: February 10, 2026



cc: ARMC - Goldfrach w/agree
Contractor - c/o ARMC w/agree
File - w/agree
CCM 02/11/2026