

## TRANSFER AGREEMENT

**THIS TRANSFER AGREEMENT** (“*Agreement*”), made as of the date fully executed (the “*Effective Date*”), is by and between Redlands Community Hospital (“*Hospital*”), and San Bernardino County on behalf of Arrowhead Regional Medical Center (“*Receiving Facility*”) (Hospital and Receiving Facility are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*”).

### RECITALS

1. Hospital is a general acute care hospital licensed by the State of California that serves the community in Redlands, California, and neighboring areas, and is desirous of entering into an agreement for the transfer of certain patients from Hospital to Receiving Facility for specialized hospital services as deemed appropriate by an accepting physician at Receiving Hospital and a transferring physician at Hospital.

2. Receiving Facility is a general acute care hospital licensed by the State of California and recognizes a professional and community responsibility to provide comprehensive, cost effective medical care of high quality with cardiac surgery and interventional cardiovascular procedure capabilities and is organized to enhance the effectiveness of care in San Bernardino County, and other areas as deemed appropriate. Receiving Facility is a tertiary level medical center and Level I trauma center which provides other specialized hospital services in compliance with the requirements of Title 22 of the California Code of Regulations and Receiving Facility is willing to provide specialized hospital services for patients in need of transfer from Receiving Facility.

3. The Parties desire to enter into this Agreement governing the transfer of patients from Hospital to Receiving Facility in certain instances, including for emergency or non-primary cardiac surgery, CABG “Coronary Arterial Bypass Grafting”, PCI “Percutaneous Coronary Interventions,” or for the emergency diagnosis of an acute ischemic or hemorrhagic cerebral vascular event deemed by Hospital as requiring the services of the Receiving Facility and the transfer is deemed medically appropriate.

4. The Parties desire to enter into this Agreement in order to specify the rights and duties of each of the Parties and to specify the procedure for ensuring the timely transfer of patients from Hospital to Receiving Facility.

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of patients and records from Hospital to Receiving Facility, the Parties agree as follows:

1. Transfer of Patients. Hospital shall contact Receiving Facility prior to initiating the transfer and shall only transfer patients to Receiving Facility after being advised by the appropriate personnel that Receiving Facility has consented to the patient’s transfer. If Hospital believes that a patient of Hospital requires the services of the Receiving Facility and the transfer is deemed medically appropriate, a member of the nursing staff of the Hospital (or the patient’s attending physician) will contact the Receiving Facility’s Transfer Center to arrange for appropriate treatment as provided herein. For patients requiring emergency cardiac surgery at the Receiving Facility, the Parties shall arrange for emergency transfer of patients that meets the transport time

requirements in the SCAI/ACCF/AHA guidelines. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.

2. Transfer of Documents and Laboratory Specimens.

(a) Document Transfer. Hospital shall supply all medical and financial information and applicable laboratory information to the Receiving Facility at the time of transfer or as soon thereafter as possible to ensure continuity of care. This shall include a copy of all patient medical records to date, a summary transfer note by the patient's physician including the patient's diagnosis, progress notes to date, nurses' notes, laboratory reports, indications for transfer, radiology reports and related data/files, signed consent forms, and Medi-Cal/insurance transport authorization if appropriate.

(b) Communications: Completion of Transfer Process. Upon approval of the transfer by the Receiving Facility, the referring physician shall contact the Receiving Facility and should relay directly all pertinent information to the physician at Receiving Facility who will assume care of the patient upon admission to the Receiving Hospital. The receiving physician at Receiving Facility will communicate with the Hospital regarding the status and level of care requested for the transferred patient. Any pertinent lab and radiological data not sent with the patient at the time of transfer shall be forwarded to the Receiving Facility when it becomes available.

(c) Personal Property. Hospital shall be responsible for the transfer or other appropriate disposition of the patient's personal property.

3. Responsibilities of the Hospital.

(a) Hospital represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by The Joint Commission or other accrediting organization.

(b) During the term of this Agreement, Hospital shall comply with all state and federal laws, rules and regulations that are applicable to its operation.

(c) Except in emergencies, Hospital shall provide the patient or patient's legally authorized representative a complete explanation of the need for the transfer and the alternatives to such a transfer and shall secure the written consent of the patient or the patient's legally authorized representative to the transfer.

(d) Hospital shall be responsible to provide, within its capabilities, the medical screening and stabilizing treatment of the patient before transfer. Hospital will make every effort to stabilize the patient in order to minimize the risks associated with the transfer.

(e) Hospital shall be responsible to arrange, coordinate and be financially responsible for appropriate and safe transportation and care of the patient during transfer in accordance with applicable federal and state laws and regulations, including, but not limited to, the Emergency Medical Treatment and Active Labor Act (“*EMTALA*”). In no event shall Receiving Facility be responsible for the cost for the transport of the patient from Hospital to Receiving Facility.

(f) Hospital shall designate a person who has authority to represent the Hospital and coordinate the transfer of the patient from the facility.

(g) Hospital shall notify the Receiving Facility’s designated representative before transfer to confirm availability of appropriate facilities, services and staff necessary to provide care to the patient, and to obtain approval for the transfer from the Receiving Facility.

(h) Before patient transfer, the transferring physician at Hospital shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient’s medical treatment and hospital care upon admission at the Receiving Facility.

(i) Hospital shall provide, within its capabilities, appropriate personnel, equipment and services to assist the transferring physician with the coordination and transfer of the patient.

(j) Hospital shall provide, within its capabilities, personnel, equipment and life support measures determined appropriate for the transfer of the patient by the transferring physician.

(k) At the time of transfer, or in the case of an emergency, as promptly as possible thereafter, Hospital shall forward to the receiving physician and the Receiving Facility completed transfer and referral forms mutually agreed upon by the Parties to provide the medical and administrative information necessary to determine the need for and appropriateness of the transfer. The Hospital shall forward a copy of those portions of the patient’s medical record that are available and relevant to the transfer and continued care of the patient, including without limitation: records relating to the patient’s condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient’s informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the Hospital shall forward the records as soon as possible.

(l) Hospital shall transfer the patient’s personal effects, including without limitation money and valuables, and information related to those items or effectuate other appropriate disposition of the patient’s personal property.

(m) Hospital shall provide the Receiving Facility any information that is available concerning the patient’s coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.

(n) Hospital shall notify the Receiving Facility of an estimated time of arrival for the patient.

(o) Hospital shall provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency medical condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.

(p) Hospital shall acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

(q) Hospital shall recognize the right of a patient to request a transfer to the care of a physician and hospital of the patient's choosing.

(r) Hospital shall recognize the right of a patient to refuse consent to treatment or transfer.

(s) Hospital shall complete, execute and forward a memorandum of transfer form to the Receiving Facility for every patient who is transferred.

(t) Hospital shall establish policies and/or protocols for (i) maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.

(u) Hospital shall accept the return of patients who were originally transferred from Hospital to Receiving Facility for specialized hospital services once the specialized hospital services are completed at Receiving Facility as determined in the professional medical judgment of patient's attending physicians at Receiving Facility. In no event shall the Receiving Facility be responsible for the cost for transporting the patient back to Hospital.

#### 4. Responsibilities of the Receiving Facility.

(a) Receiving Facility represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by The Joint Commission. Receiving Facility further represents that it is currently, and for the duration of this agreement shall remain, licensed in accordance with the licensing provisions of Title 22 of the California Code of Regulations.

(b) During the term of this Agreement, Receiving Facility shall comply with all state and federal laws, rules and regulations that are applicable to its operation.

(c) Receiving Facility is a tertiary center providing a high level of comprehensive medical care to the community and surrounding area. If an attending physician appropriately credentialed as a member of Receiving Facility's Medical Staff requests admission of a patient with an emergency medical condition, Receiving Facility shall, subject to availability and approval of the Receiving Facility, admit such patient consistent with its obligations under the

Emergency Medical Treatment and Active Labor Act (“EMTALA”). For patients that have been admitted to Hospital but are in need of specialized hospital services available at Receiving Facility, Receiving Facility shall admit the patient as promptly as possible provided admission and transfer are in accordance with applicable federal and state laws and regulations and with Receiving Facility’s policies and provided that Receiving Facility has appropriate facilities and personnel available to accommodate the patient.

(d) In the event the patient is transferred to Receiving Facility for a specific test or procedure where the patient will be returning to Hospital, Receiving Facility shall be responsible for assuring that the contemplated test or procedure is performed and that the patient is returned to Hospital. Except in emergencies, Receiving Facility shall provide the patient or the patient’s legally authorized representative a complete explanation of the need for the specific test or procedure and the alternatives to such test or procedure and shall secure the written consent of the patient or the patient’s legally authorized representative to the specific test or procedure.

(e) Receiving Facility shall, at a minimum, ensure that the cardiac surgeons and/or interventional cardiologists and the Receiving Facility provide cardiac surgical services for urgent cases at all hours and for elective cases at mutually agreed hours, and ensure that patients will be accepted based on medical condition, capacity of surgeons to provide services at the time of request and availability of resources.

(f) Receiving Facility shall confirm with the Hospital, as promptly as possible, that the Receiving Facility has available beds and appropriate facilities, services and staff necessary to treat the patient and that the Receiving Facility has agreed to accept transfer of the patient. The Receiving Facility shall use best efforts to begin facilitation of transfer to the Hospital within thirty (30) minutes after receipt of the request to transfer a patient with an emergency medical condition or in active labor.

(g) Receiving Facility shall provide, within its capabilities, appropriate personnel, equipment and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Hospital.

(h) Receiving Facility shall reserve appropriate and available beds, facilities and services for patients being transferred from the Hospital who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician, unless the Receiving Facility needs them for an internal surge level or emergency.

(i) Receiving Facility shall designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.

(j) Receiving Facility shall provide the Hospital with a copy of the medical records of the patient that were generated at the Receiving Facility, if the Receiving Facility returns the patient to the Hospital.

(k) Receiving Facility shall maintain the confidentiality of the patient’s medical records in accordance with applicable state and federal law.

(l) Receiving Facility shall establish policies and/or protocols for (i) maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) the receipt of patients into the facility, and (iii) the acknowledgment and inventory of patient valuables transported with patients.

(m) Receiving Facility shall make best efforts to work with the Hospital to provide for the return transfer of patients to the Hospital when requested by the patient or the Hospital and ordered by the patient's attending or transferring physician, if the Hospital has a statutory or regulatory obligation to provide health care assistance to the patient and, if transferred back to the Hospital, use best efforts to comply with Section 3.

(n) Receiving Facility shall acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

(o) Receiving Facility shall complete, execute, and return the memorandum of transfer form to the Hospital.

5. Billing. All charges incurred with respect to any services performed by Receiving Facility for patients received from Hospital pursuant to this Agreement shall be billed and collected by Receiving Facility directly from the patient, third party coverage, Medicare or Medicaid, or other sources normally billed by that facility. In the event Hospital is treating a patient in its emergency department and Hospital concludes that the patient has an emergency medical condition as defined under EMTALA, and Hospital determines that the patient is in need of specialized hospital services available at Receiving Facility, Receiving Facility shall accept such patient subject to its bed and staffing availability in accordance with the requirements of the EMTALA statute. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.

6. Retransfer; Discharge. When the treating physician at Receiving Facility determines that the patient no longer requires specialized hospital services at Receiving Facility and the admitting physician agrees, the patient shall be transferred back to Hospital or discharged pursuant to Receiving Hospital's discharge policies. A physician at Receiving Facility shall designate the appropriate level of care, including qualified personnel and appropriate equipment, based on the patient's condition that is required for the transfer back to Hospital.

7. Compliance with Law. Both Parties shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency. Both Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without

limitation, the federal privacy regulations as contained in 45 CFR Part 164, and the federal security standards as contained in 45 CFR Part 142 (collectively, the “*Regulations*”). Both Parties shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “*Protected Health Information*”), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Both Parties will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement.

8. Confidentiality and Maintenance of Records. Each party agrees to maintain adequate records of all patients covered by this Agreement and agrees that the information and records obtained in the course of providing services pursuant to this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state laws and regulations. The parties do not waive their rights pursuant to California Evidence Code § 1157. These confidentiality provisions shall remain in effect notwithstanding any subsequent termination of this Agreement.

9. Indemnification; Insurance. Hospital agrees to indemnify, defend (with counsel reasonably approved by Receiving Facility) and hold harmless the Receiving Facility and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Receiving Facility 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. Hospital’s indemnification obligation applies to the Receiving Facility’s “active” as well as “passive” negligence but does not apply to the Receiving Facility’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

Hospital shall comply with the insurance requirements set forth on Attachment A, attached hereto and incorporated herein by this reference.

Receiving Facility represent it is an authorized self-insured public entity for purposes of general liability and professional liability, and warrants that through its insurance policies and/or program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

10. Term. The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date, unless earlier terminated pursuant to Section 11.

11. Termination.

(a) Termination Without Cause. Either Party may terminate this Agreement at any time without cause by giving the other Party at least thirty (30) days’ prior written notice of such termination (a “*Without Cause Notice of Termination*”).

(b) Termination for Breach: Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, *provided* that, to effect such termination, the non-breaching Party must give the breaching Party at least fifteen (15) days’ prior

written notice of the termination (a “*Breach Notice of Termination*”) and describe in such notice the breach claimed by the terminating Party.

(c) Immediate Termination. Either Party may terminate this Agreement immediately by written notice to the other Party (an “*Immediate Notice of Termination*”) upon the occurrence of any of the following events:

(1) The other Party’s license in California lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;

(2) The other Party is excluded or otherwise declared ineligible to participate in, or barred or suspended from, Medicare, Medicaid or any other federal health care program, or is convicted of an offense related to health care;

(3) The other Party closes or ceases patient care operations to such an extent that patient care cannot be carried out adequately.

(d) Effective Date of Termination; Opportunity to Cure. The effective date of termination of this Agreement shall be (i) in the case of a termination pursuant to Section 11(a), the date of termination specified in the Without Cause Notice of Termination, *provided* that such date shall not be less than thirty (30) days after the date such Without Cause Notice of Termination is given, (ii) in the case of a termination pursuant to Section 11(b), the date of termination specified in the Breach Notice of Termination, *provided* such date shall not be less than fifteen (15) days after the date such Breach Notice of Termination is given, and (iii) in the case of a termination pursuant to Section 11(c), the date on which the Immediate Notice of Termination is given. If a Party terminates this Agreement pursuant to either Section 11(a) or Section 11(c), the other Party shall have no rights to cure or contest the termination of this Agreement. If a Party terminates this Agreement pursuant to Section 11(b), the other Party shall have the right to cure the breach described in the Breach Notice of Termination prior to the effective date of termination set forth in such notice, *provided* that, if the breach is not cured during such period, this Agreement shall automatically terminate on the date of termination set forth in the Breach Notice of Termination.

(e) Effect of Termination. As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason of such termination: Sections 5, 9, 11(e), and 15.

12. Disputes. In the event that there is any question regarding the interpretation or implementation of this Agreement, the Parties agree to form a joint committee of three (3) persons from each Party who shall meet and attempt to reach a mutually satisfactory resolution of the issue with three (3) business days of a request by either Party for such meeting.

13. Amendments. This Agreement may be amended at any time by mutual agreement of the parties, provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties.



14. Entire Agreement; Modification. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced. The parties acknowledge that they have not been induced to enter into this Agreement by an oral or written representation or statement not expressly contained herein.

15. Governing Law/Venue/Attorney's Fees. This Agreement shall be construed in accordance with the laws of California, without regard to any choice or conflict of law provision of California or any other jurisdiction. 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, which 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. 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, except that this shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation.

16. Independent Relationships. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between Receiving Facility and Hospital other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective trustees, officers, directors, medical staff or employees, shall be construed to be the agent, employee or representative of the other. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

17. Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court of appropriate jurisdiction, then the unenforceable or invalid provisions shall be deemed to be deleted from this Agreement. All remaining provisions of this Agreement shall be deemed to be in full force and effect.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. The Parties further agree that signatures transmitted by facsimile or electronically by .pdf document (including DocuSign) shall be considered as original for all purposes.

19. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date tendered for delivery by nationally recognized overnight courier, or (iii) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to Hospital: Redlands Community Hospital  
350 Terracina Blvd  
Redlands, CA 92373  
Attn: \_\_\_\_\_

If to Receiving Facility: Arrowhead Regional Medical Center  
400 North Pepper Avenue  
Colton, CA 92324  
Attn: ARMC Chief Executive Officer

or to such other persons or places as either Party may from time to time designate by written notice to the other.

20. Waiver. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

21. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

22. Assignment; Binding Effect. Neither Party may assign or transfer this Agreement in whole or in part, or assign or delegate any of such Party's rights, duties or obligations under this Agreement, in each case without the prior written consent of the other Party, and any assignment, transfer or delegation by such Party without such consent shall be null and void.

23. Exclusive Control. The governing bodies of Hospital and Receiving Facility shall have exclusive control of policies, management, assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party of this Agreement. Nothing in this Agreement shall be construed as limiting the rights of either institution to contract with any other medical facility on a limited or general basis.

24. Referrals. The Parties acknowledge that none of the benefits granted to either Party hereunder are conditioned on any requirement that a Party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party.

25. Financial Obligation. Neither Party shall incur any financial obligation on behalf of the other Party without the prior written approval of the other Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**HOSPITAL:**

Redlands Community Hospital

By: \_\_\_\_\_  
Name:  
Its:

**RECEIVING FACILITY:**

San Bernardino County on behalf of  
Arrowhead Regional Medical Center

By: \_\_\_\_\_  
Name: Dawn Rowe  
Its: Chair, Board of Supervisors

By: \_\_\_\_\_  
Name:  
Its:

## ATTACHMENT A

### INSURANCE REQUIREMENTS

Hospital agrees to provide insurance set forth in accordance with the requirements herein. If Hospital uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Hospital agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Hospital shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's 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 Hospital and all risks to such persons under this contract. If Hospital has no employees, it may certify or warrant to Receiving Facility 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 Receiving Facility's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- b. Commercial/General Liability Insurance – Hospital shall carry General Liability Insurance covering all operations performed by or on behalf of Hospital 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:
  - i. Premises operations and mobile equipment.
  - ii. Products and completed operations.
  - iii. Broad form property damage (including completed operations).
  - iv. Explosion, collapse and underground hazards.
  - v. Personal injury.
  - vi. Contractual liability.
  - vii. \$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 Hospital is transporting one or more non-employee passengers in performance of contract 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 Hospital 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. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  
or  
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

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 contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering 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. The policy shall protect the involved Receiving Facility and cover breach response cost as well as regulatory fines and penalties.
  - g. Abuse/Molestation Insurance – Hospital shall have abuse or molestation insurance providing coverage for all employees 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.
2. **Additional Insured.** All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Receiving Facility and its officers, employees, agents and volunteers as additional named 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 Receiving Facility to vicarious liability but shall allow coverage for Receiving Facility 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.
3. **Waiver of Subrogation Rights.** Hospital shall require the carriers of required coverages to waive all rights of subrogation against Receiving Facility, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Hospital and Hospital’s employees or agents from waiving the right of subrogation prior to a loss or claim. Hospital hereby waives all rights of subrogation against Receiving Facility.

4. **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 Receiving Facility.
5. **Severability of Interests.** Hospital agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Hospital and Receiving Facility or between Receiving Facility and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Hospital shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract 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 Arrowhead Regional Medical Center, and Hospital shall maintain such insurance from the time Hospital commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Hospital shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by 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".
8. **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 Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Receiving Facility has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Receiving Facility will be promptly reimbursed by Hospital or Receiving Facility payments to Hospital will be reduced to pay for Receiving Facility purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Receiving Facility. The Receiving Facility'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 Receiving Facility. 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 Receiving Facility, inflation, or any other item reasonably related to Receiving Facility's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Hospital agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Receiving Facility 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 Receiving Facility.