



Contract Number

24-1306

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	580-6150
Contractor	The Regents of the University of California on behalf of UC Irvine Health
Contractor Representative	Helena Easterday
Telephone Number	(714) 456-8364
Contract Term	January 1, 2025 through December 31, 2029
Original Contract Amount	N/A
Amendment Amount	
Total Contract Amount	
Cost Center	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: A Maternal and Neonatal Patient Transfer and Regional Cooperation Agreement, including non-standard terms, with The Regents of the University of California on behalf of UC Irvine Health, for the five-year period, effective January 1, 2025 through December 31, 2029, for neonatal patient transfers requiring specialized care not available at Arrowhead Regional Medical Center

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 11/21/2024

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 12/9/2024

**UNIVERSITY OF CALIFORNIA, IRVINE
MATERNAL AND NEONATAL PATIENT TRANSFER AND REGIONAL COOPERATION AGREEMENT**

This MATERNAL AND NEONATAL PATIENT TRANSFER AND REGIONAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 1st day of January 2025, by and between The Regents of the University of California, as described in Article IX, Section 9 of the California Constitution, on behalf of UC Irvine Health (hereinafter referred to as "UC IRVINE") located at 101 The City Drive, Orange, California, and San Bernardino County on behalf of Arrowhead Regional Medical Center (hereinafter referred to as "TRANSFERRING FACILITY"), located at 400 N. Pepper, Colton, California 92324.

RECITALS

WHEREAS, UC IRVINE is licensed, equipped and staffed to provide a full range of medical and surgical care, including a California Children's Service (CCS) designated Level III Neonatal Intensive Care Unit (NICU), which is licensed, equipped and staffed to provide a full range of medical and surgical care for critically ill and injured neonatal patients ("Patients").

WHEREAS, UC IRVINE agrees to maintain a regional (tertiary) Neonatal Critical Care Center equipped and staffed to provide a full range of neonatal medical and surgical services for critically ill neonatal patients in accordance with California Children Services ("CCS"), Title 22 regulations, and applicable local EMS Agency standards for Neonatal Critical Care Centers. Pursuant to CCS requirements for regional (tertiary) level approval, UC IRVINE will provide 24-hour consultation services to other hospitals including but not limited to, medical, nursing, and social work services and 24-hour neonatal transport services. Educational programs related to neonatal emergency and critical care may, at UC IRVINE's sole discretion, be made available to community health professionals involved in such case. Attachment 1 of this Agreement is applicable to hospitals that have a California Children's Services (CCS) designation as a community NICU.

WHEREAS, TRANSFERRING FACILITY has identified UC IRVINE as a referral center which may provide tertiary care to TRANSFERRING FACILITY patients whose care is beyond the functional capability of the medical/nursing staff of TRANSFERRING FACILITY in the judgment of the attending physician at TRANSFERRING FACILITY ("TRANSFERRING FACILITY Physician").

WHEREAS, TRANSFERRING FACILITY and UC IRVINE recognize the right of the patient, or the patient's conservator, next-of-kin or guardian in the event that the patient is not competent to consent for him/herself ("Authorized Representative"), to request transportation to UC IRVINE.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties hereby agree as follows:

A. MATERNAL AND NEONATAL TRANSFERS to UC IRVINE, TRANSFERRING FACILITY agrees that:

1. When a TRANSFERRING FACILITY Physician has determined that a non-emergency patient's medical needs are best served by transfer to UC IRVINE, UC IRVINE will consider acceptance of the patient for transfer in accordance with Federal and State laws and regulations, as well as then current admission and transfer policies and procedures that define the prioritization of transfers in to UC IRVINE.
2. TRANSFERRING FACILITY Physician shall determine and document that the patient is stable and appropriate for transfer in accordance with all applicable federal and state laws and regulations regarding transfer.
3. TRANSFERRING FACILITY shall arrange and be responsible for the patient's appropriate care and safe transport to UC IRVINE unless arrangements have been made in advance and agreed to by UC IRVINE that a UC IRVINE transport team will provide the transport. The TRANSFERRING FACILITY Physician, in conjunction with the receiving physician at UC IRVINE ("UC IRVINE Physician") in the case of UC IRVINE transport, shall designate the appropriate level of care for the patient's condition, including qualified personnel and appropriate equipment for the transfer. UC IRVINE shall not be responsible for the patient prior to patient's arrival at UC

IRVINE when TRANSFERRING FACILITY arranges for and provides transport to UC IRVINE.

4. TRANSFERRING FACILITY shall obtain the patient's informed consent, or if the patient is unable to consent, the consent of an individual with the legal capability and capacity to provide substituted consent for the patient. TRANSFERRING FACILITY shall advise the patient or the patient's legal representative (where applicable), of the risks and benefits of the transfer as required by all applicable federal and state laws and regulation.

B. COORDINATION OF TRANSFERS

1. When it appears that a patient requires specialized services of UC IRVINE which are not available at TRANSFERRING FACILITY, TRANSFERRING FACILITY shall request the transfer in advance and confirm acceptance by UC IRVINE via contact with the UC IRVINE Transfer Center as outlined in Articles B.2 below. A TRANSFERRING FACILITY Physician to UC IRVINE Physician communication will be coordinated, at which time copies of pertinent medical records may be requested in advance of the patient's transfer to UC IRVINE.
2. TRANSFERRING FACILITY shall contact UC IRVINE AT (714) 456-6430 (Maternal Transport) or (714) 456-6428 (Neonatal Transport). TRANSFERRING FACILITY shall consult with UC IRVINE regarding transport of the patient. UC IRVINE has a "transport team" for maternal and neonatal transports, which team may be available to care for the patient enroute to UC IRVINE, consistent with the patient's medical requirements. If TRANSFERRING FACILITY has a transport team, transport arrangements will be made by mutual agreement. The UC IRVINE Maternal/Neonatal Transfer Team Center shall confirm acceptance of all maternal and neonatal transfers and the timeframe of resource availability to affect the transfer.
3. The UC IRVINE Transfer Center shall confirm acceptance of all transfers and the timeframe of resource availability to affect the transfer.

C. REQUIRED DOCUMENTATION FOR ALL TRANSFERS

1. TRANSFERRING FACILITY shall send with the patient at the time of transfer, transfer documents and forms in compliance with federal and state transfer laws, and information necessary to determine the appropriate level of care required by the patient and enable continuing care of the patient. Such documentation shall include as available and appropriate:
 - Identification of the patient including address, sex, race, age, insurance status and medical condition
 - Diagnosis
 - Imaging
 - Reason for the transfer
 - Known allergies
 - Brief summary of course of treatment, including medications
 - Time and date the patient first presented at TRANSFERRING FACILITY
 - Name, address and UPIN number of the TRANSFERRING FACILITY Physician
 - Name of the UC IRVINE Physician consenting to the transfer, the time and date of consent
 - Declaration of the TRANSFERRING FACILITY Physician that he/she is assured, within reasonable probability, that the benefits of transfer outweigh the risks to the patient
 - Copy of transfer and referral forms, as may be required, signed by the TRANSFERRING FACILITY Physician and, as appropriate, the patient or patient's legal representative, as may be required by federal or state law
 - Any consents required for the transport of a minor
2. Medical records maintained by each party shall remain the property of that party.
3. TRANSFERRING FACILITY shall be responsible for notifying the patient, the patient's conservator, next-of-kin or guardian of the transfer process, and for obtaining any release that may be required to effect the

transfer; except that notice is not required where the patient is unaccompanied, reasonable efforts have been made to locate a responsible party for the patient, and notification of the patient is not possible due to the patient's physical or mental condition. Notification shall be appropriately documented and, whenever required by law, obtained in writing in accordance with appropriate federal or state laws or regulations. In the event that a patient or the patient's legal representative refuses a transfer deemed appropriate by TRANSFERRING FACILITY, the informed refusal of such transfer shall be obtained in writing by TRANSFERRING FACILITY.

D. REPATRIATION/RETURN OF PATIENTS

1. Should UC IRVINE elect to return the patient to the TRANSFERRING FACILITY, the TRANSFERRING FACILITY shall accept return of the patient after UC IRVINE's attending physician determines the patient's treatment can continue at TRANSFERRING FACILITY and no longer requires the services UC IRVINE. Under no circumstances, except where bed capacity is not available (as specified in Section D.3 below), shall TRANSFERRING FACILITY refuse to promptly accept the return transfer of the patient.
2. If the UC IRVINE Physician determines that the patient should be returned to TRANSFERRING FACILITY, the UC IRVINE Physician shall contact the TRANSFERRING FACILITY Physician to arrange for the return transfer of the patient. If the TRANSFERRING FACILITY Physician is not available, TRANSFERRING FACILITY will ensure that another physician is identified to arrange for the return of the patient. UC IRVINE shall be responsible for notifying the patient, the patient's conservator, next-of-kin or guardian of the return transfer process and for obtaining any releases that may be required to affect the transfer. UC IRVINE shall be responsible for the transfer or appropriate disposition of any personal effects of the patient. UC IRVINE shall be responsible for coordinating patient transport back to TRANSFERRING FACILITY. UC IRVINE shall assume no financial responsibility for the cost of transferring or transporting any patient to or from UC IRVINE.
3. TRANSFERRING FACILITY shall accept patients for return transfer to its facility whether or not the patient still meets inpatient criteria for the purpose of ongoing acute care or for post-acute care discharge planning, in the event the patient does not require further hospitalization. If bed capacity is not available at the time UC IRVINE requests for return transfer, TRANSFERRING FACILITY will accept the return transfer of the patient with the first bed available as a priority admission.
4. When the patient is returned to TRANSFERRING FACILITY a copy of all pertinent medical records shall accompany the patient's return to TRANSFERRING FACILITY. Such medical records shall provide information to the TRANSFERRING FACILITY Physician (or other physician identified by TRANSFERRING FACILITY for accepting the transfer of the patient back to TRANSFERRING FACILITY) regarding the patient's diagnosis, condition, treatment, prognosis and any complications upon discharge or transfer from UC IRVINE, to enable continued care to the patient.

E. TERM AND TERMINATION

1. The term of this Agreement shall be for a period of five (5) years unless sooner terminated as provided herein.
2. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party in accordance with Section 19 Notices of this Agreement.
3. Either party may terminate this Agreement immediately in the event of breach; or if either party loses its license, accreditation or certification; or if either party is no longer able to provide the service for which this Agreement was entered into.

F. GENERAL PROVISIONS

1. Billing. Charges for services performed by UC IRVINE shall be billed by UC IRVINE to the third-party payor identified as the financially responsible party by TRANSFERRING FACILITY at the time of patient transfer.
2. Governance. The Governing Body of each party shall have exclusive control of policies, management, assets and affairs of its facility. Except as stated in this Agreement, neither party shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party to this Agreement. Neither party by this Agreement shall assume any liability for the quality of care rendered by the other party.
3. Non-Exclusivity. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other entity on a limited or general basis.
4. Third Party Rights. Nothing in this Agreement is intended to be construed, or be deemed to create, any right or remedies in any third party among the facilities.
5. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that TRANSFERRING FACILITY and UC IRVINE, their agents officers and employees shall act as independent contractors and shall have no respective claim under this Agreement or otherwise against the other for vacation pay, sick leave, retirement benefits, or other employee benefits of any kind.
6. Use of Name. Neither party shall use the name, address, logo or other trademarks of the other on any promotional or advertising material, without the other party's prior written consent.
7. Medical Staff Privileges. Nothing in this Agreement shall be construed to affect or interfere with the rules and regulations of the parties as they relate to medical staff membership privileges of physicians in said facilities.
8. Insurance. Each party, at its sole cost and expense, shall maintain a program of self-insurance or insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - a. Professional Medical and Hospital Liability:

(1) Each Occurrence	\$2,000,000
(2) General Aggregate	\$5,000,000
(Bodily Injury, Property Damage)	

However, if such insurance is written on a claims-made form, following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- b. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$2,000,000
(2) Products, Completed Operations Aggregate	\$5,000,000
(3) Personal and Advertising Injury	\$2,000,000
(4) General Aggregate*	\$5,000,000

*(not applicable to comprehensive form)

However, if such insurance is written on a claims-made form, following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- c. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than one million dollars (\$1,000,000) per occurrence.
 - d. Workers' Compensation Insurance in a form and amount covering the insured party's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - e. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - f. It should be expressly understood, however, that the coverages required under this Section F.8. shall not in any way limit the liability of either party. Upon request, either party shall furnish the other with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. The parties shall further provide thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the above insurance coverages.
9. Indemnification. Each party shall defend, indemnify and hold the other party, the other party's officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out 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 or intentional acts or omissions of the indemnifying party, or those of its officers, employees or agents. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
10. Cooperation.
- a. TRANSFERRING FACILITY and UC IRVINE agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under the Agreement. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.
 - b. To the extent allowed by law, TRANSFERRING FACILITY and UC IRVINE shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either TRANSFERRING FACILITY or UC IRVINE to disclose any peer review documents, records or communications which are privileged under Sections 1156 and 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.
11. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. Each party of this Agreement acknowledges that no presentations, inducements, promises or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Except as otherwise provided herein, any effective modifications must be in writing signed by both parties to be changed.

12. Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
13. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
14. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of California. Venue shall be in state or federal courts of California.
15. Regulatory Compliance. Both parties to this Agreement shall comply fully with all applicable provisions of federal and state law and other rules and regulations of any and all governmental authorities and accrediting agencies relating to the transfer of patients, including without limitation EMTALA, the Consolidated Omnibus Budget Reconciliation Act (42 U.S.C. section 1395dd, also known as COBRA), California laws and regulations and the Joint Commission on Accreditation of Healthcare Organizations.
16. HIPAA Compliance. Both parties agree to comply with all applicable State and Federal codes and regulations, as they now exist or may hereafter be amended or changed, including, but not limited to the 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 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Neither party shall use or further disclose any protected health information, as defined in 45 C.F.R. 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. All parties will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement.
17. Public Records Act: Each party understands and agrees that the other party is a public entity or public institution, subject to the provisions of the California Public Records Act.
18. No Consideration to Induce Referrals or Transfers. Nothing in this Agreement is intended to act as an inducement, incentive or request for TRANSFERRING FACILITY to transfer any patients to UC IRVINE. Any decision to request a transfer is made solely by TRANSFERRING FACILITY for reasons which it, in the exercise of its independent clinical judgment, deems to be in the best interest of the patient.
19. Notices. All notices required or permitted to be given herein shall be in writing and shall be deemed delivered if personally delivered, or seventy-two (72) hours following deposit in the United States mail by certified or registered mail return receipt requested, postage prepaid, addressed to the parties as set forth underneath their respective names below.

If to: The Regents of the University of California, on behalf of UC Irvine Health
333 City Blvd. West, Suite 550
Orange, CA 92868
Attention: VP, Payor Contracting & Strategy

If to: Arrowhead Regional Medical Center
400 N. Pepper
Colton, CA 92324
Attention: ARMC Chief Executive Officer

20. Authorized Signature: The individuals signing below for their respective organizations have been authorized by those organizations to enter into and be bound by this Agreement on behalf of the organization.
21. Assignment: Neither party may assign this Agreement without the written consent of the other party.
22. Counterparts: This Agreement 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, the undersigned have executed this Agreement as of the date set forth below.

(Administrative)

The Regents of the University of California
on behalf of UC Irvine Health

By: *Randolph P. Siwabessy*

Printed Name: Randolph Siwabessy

Title: SVP & CFO
October 28, 2024

Date: _____

San Bernardino County on behalf of
Arrowhead Regional Medical Center

By: *Dawn Rowe*

Printed Name: Dawn Rowe

Title: Chair, Board of Supervisors
DEC 17 2024

Date: _____

(Clinical Nursing)

By: *Anne Marie Watkins*

Printed Name: Anne Marie Watkins

Title: Chief Nursing Officer
November 1, 2024

Date: _____

By: _____

Printed Name: Sharon Brown

Title: Chief Nursing Officer

Date: _____



(Medical Director, NICU)

Cherry Uy

By: _____

Printed Name: Cherry Uy, M.D.

Title: Department Chair, Neonatology

November 11, 2024

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



(Medical Director, Obstetrics/Perinatology)

By: _____

Printed Name: Robert Bristow, M.D.

Title: Department Chair, OB/GYN

November 12, 2024

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 1

Regional Cooperation Agreement For CCS Community Designated NICU

For hospitals that have California Children's Services (CCS) designation as a Community NICU these responsibilities and standards are set forth by CCS in the following areas:

1. UC IRVINE, the CCS Regional level NICU, and TRANSFERRING FACILITY will jointly identify and develop education and training plan and/or program for perinatal and neonatal health professionals. UC IRVINE will serve as a resource to TRANSFERRING HOSPITAL for education and training of personnel and for identification of areas for performance improvement. This will include additional clinical nurse preceptorship agreement and/or education agreement.
2. UC IRVINE and TRANSFERRING FACILITY will jointly identify and develop policies, procedures and protocols related to the care of high-risk obstetric and neonatal patients. Policies, procedures and protocols shall be jointly reviewed at least every two years.
3. UC IRVINE and TRANSFERRING FACILITY will jointly review California Perinatal Quality Care Collaborative (CPQCC) data set required by CCS and may include other data elements as mutually identified. This will be done on an annual basis and may make modifications to the Addendum to reflect evaluation of the review.
4. UC IRVINE and TRANSFERRING FACILITY will jointly develop guidelines for maternal and neonatal patient referral and transports to an appropriate Tertiary or CCS Regional level NICU. With respect to transport from TRANSFERRING FACILITY to an appropriate Tertiary or CCS Regional level NICU, the following shall apply:
 - a. Patients in need of complex medical services that are beyond the scope of TRANSFERRING FACILITY to provide, shall be referred to an appropriate CCS approved Tertiary or CCS Regional level NICU such as UC IRVINE. Selection of this CCS Regional level NICU will be based upon geographical proximity of Hospital and sub-specialist availability.
 - b. Patients in need of invasive cardiac procedures, both diagnostic and therapeutic, shall be similarly transferred to a CCS-approved Cardiac Center.
5. UC IRVINE and TRANSFERRING FACILITY will jointly develop guidelines for obtaining consultation by perinatal, neonatal, pediatric (if applicable) and other specialty disciplines, as applicable and as necessary. Specialty consultation will be provided to the TRANSFERRING FACILITY under CCS Standards.