

MEMORANDUM OF UNDERSTANDING

THIS NON-FINANCIAL MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of November 1, 2025, between the San Bernardino County Federally Qualified Health Center ("FQHC" or "Institution") located at 150 E. Holt Blvd., Ontario, CA 91761 (hereinafter referred to as "Ontario FQHC"), and San Antonio Regional Hospital ("Hospital" or "Institution"), a hospital licensed under the laws of the State of California.

Recitals

- A. Hospital is a licensed acute care hospital located at 999 San Bernardino Rd. Upland, CA 91786.
- B. FQHC Ontario is a Federally Qualified Health Center as recognized and designated by the US Department of Health and Human Services Health Resources and Services Administration (HRSA) Bureau of Primary Health Care.
- C. HRSA requires FQHC's to enter into arrangements with hospitals to firmly establish the procedures for referrals, hospitalization, emergency department (ED) visits, including medical emergencies, discharge planning, and patient tracking for FQHC patients receiving treatment and care at such hospitals.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. Purpose of MOU

Each Institution agrees to the terms and conditions of this MOU to collaborate and cooperate with the other in order to coordinate care for FQHC patients who receive treatment and care at Hospital. Nothing herein shall be interpreted to create an exclusive relationship between the Institutions. Each Institution shall be free to enter into memoranda of understanding and/or agreements with other entities. FQHC makes no warranty and is under no obligation to refer patients to Hospital for care.

2. To Designated Representative

Each Institution hereby designates a representative (each a "Designated Representative") to whom all information under this MOU shall be sent and who shall be designated by such Institution to have responsibility to distribute such information to the appropriate employees or other representatives of such Institution for review, action and/or decision. The Designated Representative of each Institution as of the date of this MOU is identified on **Exhibit A** to this MOU. Each Institution may at any time change its Designated Representative by a notice in writing delivered to the other Institution.

3. Transitional Care Planning

- (a) Hospital agrees that when an identified FQHC patient is admitted to the Hospital or evaluated at the ED, Hospital agrees to utilize the FQHC provider hospital admitting privileges (when applicable) or hospitalist group, obstetrics practice physicians and/or mid-level providers to address FQHC patient hospital admissions and delivery of care.
- (b) Following each referral, ED visit, and/or admission, each Institution agrees to use good faith efforts to collaborate with the other by exchanging information about the FQHC patient for the purpose of providing a smooth transition for the FQHC patient following his or her discharge from Hospital.
- (c) Hospital agrees to utilize a health information exchange network (i.e. Manifest MedEx) allowing access to longitudinal health records to improve care coordination. The disclosure of any type of excluded health information of which is prohibited or restricted under federal or California law will apply to patient healthcare data exchange. Submission of pertinent discharge summary of FQHC patient ED visit and/or hospitalization into the health information exchange network will be subject to local, state and/or federal standards.

- (d) Upon discharge by Hospital of any FQHC patient, Hospital agrees to provide to FQHC patient a discharge summary which shall include the following information if it is readily available: discharge date, discharge diagnosis(es), list of current medications, summary of any procedures, laboratory, radiology results, discharge follow-up instructions and any other pertinent information that will facilitate continuity of care for the patient.

4. Reserved

5. Parties Relationship

Hospital and FQHC shall have exclusive control of the management, assets, and affairs of their respective institutions. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care, and neither party by virtue of this MOU assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this MOU.

6. Term

This MOU shall be effective for the period beginning November 1, 2025, through October 31, 2030. Notwithstanding the foregoing, this MOU may be terminated at any time by either party, with or without cause, for any reason or no reason at all by giving thirty (30) days prior written notice to the other party of its intention to withdraw from this MOU and by ensuring the continuity of care to patients who already are involved in the transfer process.

7. Notices

Any notices permitted or required by this MOU will be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to FQHC: Ontario Federally Qualified Health Center
451 E. Vanderbilt Way, Suite 200
San Bernardino, 92408
Attention: Melanie Bird-Livingston

If to Hospital: San Antonio Regional Hospital
999 San Bernardino Rd.
Upland, CA, 91786
Attention: Gigi Dhillon

8. Confidentiality

(a) **Facility Information** Each Institution recognizes and acknowledges that, by virtue of entering into this MOU and providing services here under, the other may have access to certain information that is confidential and constitutes valuable, special, and unique property of such Institution. Each Institution agrees that it will not at any time, either during or subsequent to the term of this MOU, disclose to others, use, copy, or permit to be copied, without the disclosing party's express prior written consent, except pursuant to the Institution's duties hereunder, any confidential or proprietary information, including, but not limited to, information which concerns patients, costs, prices, and treatment methods at any time used, developed, or made and which is not otherwise available to the public.

(b) **Patient Identifying Information** All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from the business relationship set forth in this MOU, shall be treated and maintained in a confidential manner by the parties to this MOU and their employees and agents and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties to this MOU shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Rules (45 C.F.R. Parts 160 and 164) and the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, "HIPAA") promulgated or to be promulgated by the Secretary of Health and Human Services, the

California Confidentiality of Medical Information Act (CMIA) and any other applicable federal or state law. Any breach of FQHC patient identifying information on the part of Hospital shall be reported to the Department of Public Health Quality and Compliance Officer within one business day of discovery:

Department of Public Health

451 E Vanderbilt Way
San Bernardino, CA 92408
Attention: Ken Johnston
Public Health Division Chief
Compliance Officer
Ken.Johnston@dph.sbcounty.gov
(909) 387-6469

- (c) **Survival** The provisions of this paragraph eight (8) shall survive expiration or other termination of this MOU, regardless of the cause of such termination.

9. Warranties and Certifications

Hospital represents and warrants to FQHC that neither Hospital nor any of its owners officers, directors, or managers are excluded from participation in any federal health care programs, as defined under 42 U.S.C. 1320a-7b (f), or any form of state Medicaid program, and to Hospital's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Hospital agrees to notify FQHC of the commencement of any such exclusion or investigation within seven (7) business days of Hospital's first learning of it. FQHC shall have the right to immediately terminate this MOU upon learning of any such exclusion or investigation. Hospital agrees to notify FQHC of the status of any such investigation.

10. Miscellaneous

- (a) **Severability** The invalidity or unenforceability of any provisions of this MOU will not affect the validity or enforceability of any other provision.
- (b) **Interpretation** The headings used herein are for convenience only and do not limit or expand the contents of this MOU.
- (c) **No Waiver** No waiver of a breach of any provision of this MOU will be construed to be a waiver of any other breach of this MOU, whether of a similar or dissimilar nature.
- (d) **Survival** Any provisions of this MOU creating obligations extending beyond the term of this MOU will survive the expiration or termination of this MOU, regardless of the reason for such termination.
- (e) **Amendments** Any amendments to this MOU will be effective only if in writing and signed by the parties hereto.
- (f) **Entire Agreement** This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof.
- (g) **Assignment** Neither party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made to an entity which is directly or indirectly, wholly-owned or controlled by the same entity as the assigning party.

- (h) **Changes in Law or Regulation** In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect, in the opinion of legal counsel of either Institution, the legality of this MOU or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice, each party will negotiate in good faith an amendment to this MOU which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation, or decision, and each party will execute such amendment. In the event that the parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following the notice provided in this paragraph, this MOU may be terminated upon not less than thirty (30) days prior written notice of termination from FQHC to Hospital.
- (i) **Referrals** Nothing in this MOU shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service. Any payments made by FQHC to Hospital represent the fair market value of the supplies and/or services to be rendered by Hospital hereunder and are not in any way related to or dependent upon referrals by and between FQHC and Hospital.
- (j) **California Law** This MOU shall be governed in all respects, including validity, interpretation, and effect in accordance with the laws of the State of California.
- (k) **No Violation** Neither party shall be deemed to be in violation of this MOU if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation, flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, regulation, rule or action of any applicable governmental entity.
- (l) **No Joint Venture** It is understood and agreed by the parties that nothing contained in this MOU shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, or a relationship of landlord and tenant, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this MOU. In no event shall either party be liable for the debts or obligations of the other of them, except as otherwise specifically provided in this MOU.
- (m) **Notice of Request for Information** Each party shall notify the other party within five (5) days of any request by any governmental agency, whether local, state or federal, of any request for information of any kind pertaining to the other party. Said Notice shall be given pursuant to the directions and requirements contained in paragraph 7 of this MOU.
- (n) **Non-Discrimination** Each Institution agrees that it shall not deny service or otherwise discriminate against any patient or potential patient on the basis of age, sex, race, religion, national origin, ancestry, creed or disability.

11. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

- (a) **Indemnification** –The MOU agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County 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. The MOU indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
- (b) **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County 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 the County to vicarious liability but shall allow coverage for the County 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.
- (c) **Waiver of Subrogation Rights** – The MOU shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The MOU hereby waives all rights of subrogation against the County.
- (d) **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 the County.
- (e) **Severability of Interests** – The MOU 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 the MOU and the County or between the County and any other insured or additional insured under the policy.
- (f) **Proof of Coverage** – The MOU shall furnish Certificates of Insurance to the County Department administering the MOU evidencing the insurance coverage at the time the MOU 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 the Department, and MOU shall maintain such insurance from the time MOU commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this MOU, the MOU 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.
- (g) **Acceptability of Car 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".
- (h) **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.

- (i) **Failure to Procure Coverage** – In the event that any policy of insurance required under this MOU does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the MOU or County payments to the MOU will be reduced to pay for County purchased insurance.
- (j) **Insurance Review** – Insurance requirements are subject to periodic review by the County. The 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 the County. 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 the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. MOU agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County 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 the County.

- (k) **Insurance Specifications** – The MOU agrees to provide insurance set forth in accordance with the requirements herein. If the MOU uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the MOU agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the MOU shall secure and maintain throughout the MOU term the following types of insurance with limits as shown:

- 1) 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 the MOU and all risks to such persons under this MOU.

If MOU has no employees, it may certify or warrant to the County 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 the County's Director of Risk Management.

With respect to MOU that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- 2) Commercial/General Liability Insurance – The MOU shall carry General Liability Insurance covering all operations performed by or on behalf of the MOU 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:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).

- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3) **Reserved**

- 4) **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.

5) **Reserved**

6) **Reserved**

- 7) **Cyber (internet) and Electronic Data Processing (EDP) 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 claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, 10 extortion and network security. The policy shall protect the involved County entities and cover breach response cost well as regulatory fines and penalties.

12. Performance Standard

The performance of the obligations under this MOU shall be conducted with due diligence and in full compliance with the professional standards of practice in the industry and all applicable laws.

13. Electronic Signatures

This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

14. Entire Agreement

This MOU, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will

15. Conclusion

- (a) This MOU, consisting of eight (8) pages and Exhibit A, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- (b) The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the San Bernardino County and the Hospital have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

SAN ANTONIO REGIONAL HOSPITAL

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Peter Aprato

(Print or type name of person signing contract)

Title Compliance Officer

(Print or Type)

Dated: _____
999 San Bernardino Rd.
Address Upland, CA, 91786

EXHIBIT A

Designated Representatives

Designated Representative for Hospital

Name: Gigi Dhillon

Title: COO

Address: San Antonio Regional Hospital

999 San Bernardino Rd.

Upland, CA, 91786

Telephone: 909-920-4810

Emergency Telephone: 951-323-6321

E-mail: gdhillon@sarh.org

Designated Representative for FQHC

Name: Melanie Bird-Livingston

Title: Public Health Division Chief

Address: Ontario Federally Qualified Health Center

150 E. Holt Blvd.

Telephone: (909) 387-6461

Emergency Telephone: (909)-771-4223 After Hours: (909) 771-4223

E-mail: Melanie.Bird-Livingston@dph.sbcounty.gov