

LETTER OF AGREEMENT FOR REGIONAL COOPERATION

This Agreement is made by and between Loma Linda University Children's Hospital, a California nonprofit religious corporation (hereinafter "LLUCH") and San Bernardino County on behalf of Arrowhead Regional Medical Center (hereinafter "Affiliate Hospital" or "County") effective March 1, 2026.

RECITALS

- A. LLUCH is a licensed tertiary care Children's Hospital that operates a Regional Neonatal Intensive Care Unit (hereinafter "NICU") including both neonatal intensive care and neonatal surgery programs approved by the California Children's Service (hereinafter "CCS").
- B. Affiliate Hospital operates a neonatal intensive care unit ("NICU") and requests LLUCH to affiliate with its NICU in accordance with CCS program requirements for NICU approval.
- C. LLUCH and Affiliate Hospital agree to cooperation with regard to neonatal patients of Affiliate Hospital.

LLUCH and Affiliate Hospital therefore agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

1. Affiliation. LLUCH shall provide Regional NICU affiliation to Affiliate Hospital upon the terms and conditions set forth in this Agreement.
2. LLUCH will serve as a resource to Affiliate Hospital for joint education and training of health professionals.
3. Guidelines for Consultation. LLUCH and Affiliate Hospital will jointly select and develop guidelines for telephone consultation for perinatal, neonatal and other specialty disciplines as necessary within thirty (30) days of the effective date of this Agreement.
4. Annual Policy and Data Review. According to CCS requirements, appropriate and authorized LLUCH and Affiliate Hospital representatives shall meet annually not later than nine (9) months after the effective date of this Agreement to identify, preview and develop their inspection policies, procedures and protocols related to neonatal patients and to review joint outcome data including, but not limited to, morbidity and mortality data regarding patients treated in the performance of this Agreement. At the annual review, the parties shall also review the terms of this Agreement and propose modifications as necessary. Each facility shall provide its outcome data to the other facility at the Meeting. The meetings required by this paragraph 4 may be held in person or videoconference, or by teleconference if an in-person or videoconference meeting is not reasonably feasible for the parties.

5. Referral and Transport Requirements. With respect to transport to and from each unit, the following shall apply:
 - A. Patients in the NICU in need of complex medical services that are beyond the scope of Affiliate Hospital, as jointly determined by LLUCH and the Affiliate Hospital's NICU medical directors or designee, shall be referred to LLUCH on a bed available basis. If no LLUCH bed is available, the transfer shall be to another CCS-approved regional NICU.
 - B. LLUCH may provide a transport team with appropriate personnel and equipment for stabilization and transfer. LLUCH team shall assume responsibility for the patient from the time of arrival at the Affiliate Hospital and will determine the most appropriate method of transport. LLUCH will work with the Affiliate Hospital and facilitate transfer back to Affiliate Hospital as appropriate.
 - C. Each facility shall be responsible for the billing and collection for the services provided to patients at that facility.
6. Multidisciplinary Team Support. LLUCH agrees to provide multidisciplinary team and physician specialist telephone consultation to Affiliate Hospital for perinatal (as applicable) and neonatal patients, as needed. Final medical decision authority always resides with the attending physician in the facility where the patient is physically located.
7. Term and Renewal and Amendment. The term of this agreement shall be five (5) years from the effective date. It is subject to annual renewal by mutual agreement of the parties. No amendment to this Agreement will be effective unless it is in writing signed by both parties.
8. Fiscal Provisions.

The agreement is non-financial in nature. LLUCH and County will be responsible for costs associated with patient care provided at their own facility.
9. Indemnification and Insurance.
 - A. Indemnification

LLUCH agrees to defend, indemnify and hold harmless the County, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from any negligent act or omission of LLUCH, its officers, employees, agents or volunteers while performing its duties under this agreement/contract, including any costs or expenses incurred by County, except as prohibited by law.

County agrees to defend, indemnify and hold harmless LLUCH, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from any negligent act or omission of County, its officers, employees, agents or volunteers while performing its duties under this agreement/contract, including any costs

or expenses incurred by LLUCH, except as prohibited by law.

In the event that the County and/or LLUCH are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the County and/or LLUCH shall indemnify the other to the extent of its comparative fault.

B. Additional Insured

Except to the extent covered by a program of self-insurance, 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 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 to the named insured.

C. Waiver of Subrogation Rights

LLUCH 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 LLUCH and LLUCH's employees or agents from waiving the right of subrogation prior to a loss or claim. LLUCH 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

LLUCH 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 LLUCH and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

LLUCH shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement 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 LLUCH shall maintain such insurance from the time LLUCH commences performance of services hereunder until the completion of such services.

G. 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".

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 contract 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 contract or, upon prior written notice, obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by LLUCH or County payments to LLUCH 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 contract. LLUCH 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. LLUCH agrees to provide insurance set forth in accordance with the requirements herein. If LLUCH uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LLUCH agrees to amend, supplement or endorse the existing coverage to do so.

The insurance requirements/specifications can be met with an authorized/approved program of self-insurance.

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

1. Workers' Compensation/Employers 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 LLUCH and all risks to such persons under this contract.

If LLUCH 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.

2. Commercial/General Liability Insurance - LLUCH shall carry General Liability Insurance covering all operations performed by or on behalf of LLUCH 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. 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 LLUCH 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 LLUCH owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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. 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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state 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

10. General Contract Requirements.

A Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B. Contract Amendments

LLUCH agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of LLUCH and County.

C. Agreement Assignability

Without the prior written consent of the County, the Agreement is not assignable by LLUCH either in whole or in part.

D. Agreement Exclusivity

This is not an exclusive Agreement. The County reserves the right to enter into a contract with other hospitals for the same or similar services.

E. Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

F. Background Checks for LLUCH Personnel

LLUCH shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If

requested by the County and not in violation of applicable law, LLUCH shall conduct a background check, at LLUCH's sole expense, on all its personnel providing Services. If requested by the County, LLUCH shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by LLUCH in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. LLUCH personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Agreement personnel to any County facility.

G. Change of Address

LLUCH shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

H. Choice of Law

This Agreement shall be governed by and construed according to the laws of the State of California.

I. Compliance with County Policy

In performing the Services and while at any County facilities, LLUCH personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to LLUCH or LLUCH personnel or may be made available to LLUCH or LLUCH personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. LLUCH shall be responsible for the promulgation and distribution of County Policies to LLUCH personnel to the extent necessary and appropriate.

County shall have the right to require LLUCH's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Agreement.

J. Confidentiality

The parties agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations Parts 160, 162 and 164, and patient confidentiality laws, including but not limited to California Civil Code 56 et seq., and Health and Safety Code 1280.15 and 130200 et seq., and the requirements of the Health Information Technology for

Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 and any implementing regulations.

K. Primary Point of Contact

LLUCH will designate an individual to serve as the primary point of contact for the Agreement. LLUCH or designee must respond to County inquiries within two (2) business days. LLUCH shall not change the primary contact without written acknowledgement to the County. LLUCH will also designate a back-up point of contact in the event the primary contact is not available.

L. County Representative

The ARMC Chief Executive Officer shall represent the County in all matters pertaining to the services to be rendered under this Agreement, including termination and assignment of this Agreement, and shall be the final authority in all matters pertaining to the Services by LLUCH. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Agreement.

M. Reserved

N. Debarment and Suspension

LLUCH certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). LLUCH further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Reserved

P. Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

Q. Employment Discrimination

During the term of the Agreement, LLUCH shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. LLUCH shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws

and regulations hereafter enacted.

R. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires LLUCH to use recycled paper for any printed or photocopied material created as a result of this Agreement. LLUCH is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), LLUCH must be able to annually report the County's environmentally preferable purchases. LLUCH must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

S. Reserved

T. Reserved

U. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

V. Legality and Severability

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

W. Licenses, Permits and/or Certifications

LLUCH shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. LLUCH shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. LLUCH will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

X. Material Misstatement/Misrepresentation

If during the course of the administration of this Agreement, the County determines that LLUCH has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

Y. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

Z. Nondisclosure

LLUCH shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to LLUCH or an agent of LLUCH or otherwise made available to LLUCH or LLUCH's agent in connection with this Agreement; or, (2) acquired, obtained, or learned by LLUCH or an agent of LLUCH in the performance of this Agreement. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

AA. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

BB. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

CC. Representation of the County

In the performance of this Agreement, LLUCH, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

DD. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

EE. Termination for Convenience

The County and LLUCH each reserve the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein.

FF. Time of the Essence

Time is of the essence in performance of this Agreement and of each of its provisions.

GG. Venue

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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

HH. Entire Agreement

This Agreement, including any exhibits, 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 Agreement not expressly set forth herein are of no force or effect. This Agreement 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 Agreement and signs the same of its own free will.

II. 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 email 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 County and LLUCH have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

[SIGNATURE PAGE FOLLOWS]

Loma Linda University Children's Hospital

Affiliate Hospital

By:-

By: _____

Peter Baker
Senior Vice President/Administrator

Dawn Rowe
Chair, Board of Supervisors
San Bernardino County on behalf of
Arrowhead Regional Medical Center

By: _____

By: _____

Sherry Nolfé
Chief Nursing Officer
Nurse Administrator

Sharon Brown
Chief Nursing Officer
Arrowhead Regional Medical Center