

INTERFACILITY TRANSFER AGREEMENT BETWEEN LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL AND ARROWHEAD REGIONAL MEDICAL CENTER

This Transfer Agreement for patients in need of specialized hospital services is made and entered into as of November 17, 2020 by and between Loma Linda University Children's Hospital ("LLUCH") located at 11234 Anderson Street, Loma Linda, California, 92354 and County of San Bernardino on behalf of its Arrowhead Regional Medical Center ("TRANSFERRING HOSPITAL") located at 400 N. Pepper Avenue, Colton, CA 92324, with respect to the following:

RECITALS

- A. LLUCH 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 for critically ill patients and is organized to enhance the effectiveness of care in San Bernardino County, and other areas as deemed appropriate. LLUCH 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 LLUCH is willing to provide specialized hospital services for patients in need of transfer from TRANSFERRING HOSPITAL.
- B. TRANSFERRING HOSPITAL is a general acute care hospital licensed by the State of California and is desirous of entering into an agreement for the transfer of certain patients from TRANSFERRING HOSPITAL to LLUCH for specialized hospital services as deemed appropriate by an accepting physician at LLUCH and a transferring physician at TRANSFERRING HOSPITAL.
- C. The parties have determined that it would be in the best interest of patient care to enter into a transfer agreement for transfer of patients from TRANSFERRING HOSPITAL to LLUCH for specialized hospital services.

AGREEMENT

- 1. RESPONSIBILITIES OF LLUCH
 - a) Maintain Required Licenses and Approvals. LLUCH 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 on Accreditation of Healthcare Organizations. LLUCH 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) Compliance with Laws and Regulations. During the term of this Agreement, LLUCH shall comply with all state and federal laws, rules and regulations that are applicable to its operation.
- c) Provision of Comprehensive Medical Services. LLUCH 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 LLUCH's Medical Staff requests admission of a patient with an emergency medical condition, LLUCH shall admit such patient consistent with its obligations under the Emergency Medical Treatment and Active Labor Act ("EMTALA"). For patients that have been admitted to TRANSFERRING HOSPITAL, but are in need of specialized hospital services available at LLUCH, LLUCH 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 LLUCH's policies and provided that LLUCH has appropriate facilities and personnel available to accommodate the patient. In situations where transfers of a non-emergent patient for specialized hospital services is sought, the TRANSFERRING HOSPITAL must make financial arrangements to compensate LLUCH and physicians on its medical staff for any hospital and physician services to be rendered to such patient. Such financial arrangements must be made with LLUCH prior to the transfer of patient.
- d) In addition to the duties listed above, in the event of an emergency diagnosis of an acute ischemic or hemorrhagic cerebral vascular event, are the following additional responsibilities:
 - i) LLUCH shall provide a dedicated stroke phone number to coordinate stroke patient care that will be answered 24 hours per day, 7 days per week, 365 days a year.
 - ii) LLUCH shall respond to TRANSFERRING HOSPITAL immediately after receipt of the request to transfer a patient with an emergency diagnosis of an acute ischemic or hemorrhagic cerebral vascular event.

2. RESPONSIBILITIES OF TRANSFERRING HOSPITAL

- a) Maintain Required Licenses and Approvals. TRANSFERRING 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 on Accreditation of Healthcare Organizations or other accrediting organization.

- b) Compliance with Laws and Regulations. During the term of this Agreement, TRANSFERRING HOSPITAL shall comply with all state and federal laws, rules and regulations that are applicable to its operation.
- c) Acceptance of Patients by TRANSFERRING HOSPITAL After Completion of Specialized Hospital Services at LLUCH. TRANSFERRING HOSPITAL shall accept the return of patients who were originally transferred from TRANSFERRING HOSPITAL to LLUCH for specialized hospital services once the specialized hospital services are completed at LLUCH as determined in the professional medical judgment of patient's attending physicians at LLUCH, such patient shall be transferred back to TRANSFERRING HOSPITAL for further treatment and care. TRANSFERRING HOSPITAL agrees to the return of such patient once specialized hospital services are completed at LLUCH provided TRANSFERRING HOSPITAL attending approves the transfer and appropriate facilities and personnel are available to accommodate the patient.

3. SELECTION OF PATIENTS FOR TRANSFER

- a) Transfers from TRANSFERRING HOSPITAL to LLUCH. Transfer of patients to LLUCH by TRANSFERRING HOSPITAL shall be initiated at such time as the attending physician at TRANSFERRING HOSPITAL determines that the patient requires transfer to LLUCH for specialized hospital services and an attending physician at LLUCH agrees and approves the admission of the patient to LLUCH.
- b) Transfer from LLUCH to TRANSFERRING HOSPITAL. Transfer of patients back to TRANSFERRING HOSPITAL shall be initiated at such time as the attending physician at LLUCH determines that the patient no longer requires continued inpatient services at LLUCH and attending physician at TRANSFERRING HOSPITAL agrees and approves the transfer.

4. TRANSPORTS FROM TRANSFERRING HOSPITAL TO LLUCH

- a) Consent to Transfer. TRANSFERRING HOSPITAL shall contact LLUCH prior to initiating the transfer and shall only transfer patients to LLUCH after being advised by the appropriate personnel that LLUCH has consented to the patient's transfer.
 - i) At the time of transfer, or in the case of an emergency, as promptly as possible thereafter, TRANSFERRING HOSPITAL will send with each patient the 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, and to enable continuing care to the patient.

- ii) TRANSFERRING HOSPITAL will make every effort to stabilize the patient in order to minimize the risks associated with the transfer.
- iii) TRANSFERRING HOSPITAL will initiate the transfer when, in the judgment of the attending physician at TRANSFERRING HOSPITAL, the medical benefits to be derived by receiving specialized hospital services at LLUCH outweigh the medical risks of keeping the patient at TRANSFERRING HOSPITAL subject to the terms and provisions of federal and state law including, but not limited to, the Emergency Medical Treatment and Active Labor Act (“EMTALA”).
- iv) Except in emergencies, TRANSFERRING 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.
- v) In the event the patient is transferred to LLUCH for a specific test or procedure where the patient will be returning to TRANSFERRING HOSPITAL, TRANSFERRING HOSPITAL shall provide the patient or the 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 patient’s legally authorized representative to the transfer.
 - 1. LLUCH shall be responsible for assuring that the contemplated test or procedure is performed and that the patient is returned to TRANSFERRING HOSPITAL. LLUCH 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.
- b) Transportation. TRANSFERRING HOSPITAL shall arrange, coordinate and be financially responsible for the method of transportation of the patient to LLUCH and shall assume responsibility for the patient’s care and safety during transport. A physician at TRANSFERRING HOSPITAL 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.

5. TRANSPORTS FROM LLUCH TO TRANSFERRING HOSPITAL: DISCHARGE

When the treating physician at LLUCH determines that the patient no longer requires specialized hospital services at LLUCH and the admitting physician agrees, the patient shall be transferred back to TRANSFERRING HOSPITAL or discharged pursuant to LLUCH's discharge policies. TRANSFERRING HOSPITAL shall arrange, coordinate and be financially responsible for the method of transportation of the patient from LLUCH back to TRANSFERRING HOSPITAL and shall assume responsibility for the patient's care and safety during transport. A physician at LLUCH 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 TRANSFERRING HOSPITAL.

6. **TRANSFER OF DOCUMENTS AND LABORATORY SPECIMENS**

- a) Document Transfer. The transferring party shall supply all medical and financial information and applicable laboratory information to the receiving party 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, x-rays, signed consent forms, and Medi-Cal transport authorization if appropriate.
- b) Communications: Completion of Transfer Process. The referring physician shall contact the LLUCH and whenever possible should relay directly all pertinent information to the physician at LLUCH who will assume care of the patient. The receiving physician at LLUCH will communicate with the TRANSFERRING HOSPITAL regarding the status of the transferred patient. Any pertinent lab and radiological data not sent with the patient at the time of transfer shall be forwarded to the LLUCH when it becomes available.
- c) Personal Property. The transferring party shall be responsible for the transfer or other appropriate disposition of the patient's personal property.

7. **BILLING; COLLECTIONS**

Billing. In the event TRANSFERRING HOSPITAL is treating a patient in its emergency department and TRANSFERRING HOSPITAL concludes that the patient has an emergency medical condition as defined under EMTALA, and TRANSFERRING HOSPITAL determines that the patient is in need of specialized hospital services available at LLUCH, LLUCH shall accept such patient subject to its bed and staffing availability in accordance with the requirements of the EMTALA statute. For all other non-emergent patients or admitted patients at TRANSFERRING HOSPITAL, in need of specialized hospital services that TRANSFERRING HOSPITAL wishes to transfer, TRANSFERRING HOSPITAL must make financial arrangements with LLUCH prior to the transfer of such patient. The financial arrangement must be in writing pursuant to a signed letter of agreement. LLUCH will bill any applicable third party payor for such patient for

all services rendered by LLUCH, but TRANSFERRING HOSPITAL will be responsible for the difference between the patient's third party payor payment (including Medicare and/or Medi-Cal) and the applicable Medicare DRG and/or APC rates plus thirty percent (30%). In the event any patient's third party payor does not pay LLUCH within forty-five (45) days from the date of each LLUCH interim or final bill, TRANSFERRING HOSPITAL shall immediately pay LLUCH the applicable Medicare DRG and/or APC rate plus thirty percent (30%) for all services rendered by LLUCH. At such time as any third party payor pays LLUCH for services rendered, LLUCH will refund to TRANSFERRING HOSPITAL any such amount paid by the third party payor (including Medicare and/or Medi-Cal) for the respective patient. Any amounts paid by the third party payor above the applicable Medicare DRG and/or APC rate plus thirty percent (30%) shall be retained by LLUCH. If the patient is indigent or uninsured, TRANSFERRING HOSPITAL shall be responsible for payments to LLUCH for all services rendered by LLUCH at the applicable Medicare DRG and/or APC rates plus thirty percent (30%). In the event TRANSFERRING HOSPITAL transfers a patient that TRANSFERRING HOSPITAL represents to LLUCH has an emergency medical condition, LLUCH physicians shall assess such patient and determine whether the patient in fact had an emergency condition. If it is determined by LLUCH in its discretion that the patient did not have an emergency medical condition at the time of transfer, TRANSFERRING HOSPITAL shall be responsible for payment for all services rendered to LLUCH to such patient at the rate of the applicable Medicare DRG and/or APC rate plus thirty percent (30%).

8. **INSURANCE**

Each party shall maintain professional liability insurance with limits no less than those customarily carried by similar facilities.

9. **INDEMNIFICATION**

- a) LLUCH. LLUCH agrees to indemnify, defend and hold harmless TRANSFERRING HOSPITAL, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees, incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from the negligent acts or failures to act of LLUCH, its trustees, officers, medical staff, agents or employees.
- b) TRANSFERRING HOSPITAL. TRANSFERRING HOSPITAL agrees to indemnify, defend and hold harmless LLUCH, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property

damage resulting from the negligent acts or failures to act of TRANSFERRING HOSPITAL, its trustees, officers, medical staff, agents or employees.

10. **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.

11. **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.

12. **ENTIRE AGREEMENT**

The Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement. 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.

13. **ASSIGNMENT**

Neither party shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

14. **HEADINGS**

The headings of the sections contained on this agreement are for the convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.

15. **GOVERNING LAW AND VENUE.**

This Agreement shall be governed in all respects by the laws of the State of California. Any action arising under this Agreement shall be venued in the San Bernardino County Superior Court.

16. **INDEPENDENT RELATIONSHIP**

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between LLUCH and TRANSFERRING 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. WAIVER

No assent or waiver, express or implied, of any breach of anyone or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

19. NOTICES

Whenever under the terms of this Agreement written notice is required to be given by one party to the other party, such notice shall be delivered by hand or sent by United States Registered or Certified mail, postage prepaid and return receipt requested. All notices or other communications between the parties hereto provided for in this Agreement shall be directed to the parties at the addresses below or at such other place or places as the parties shall give written notice of:

To LLUCH: Loma Linda University Children's Hospital
Attention: AVP of Contracting
11285 Mountain View Ave. #42
Loma Linda, CA 93254

With copy to: Loma Linda University Children's Hospital
Attention: Office of General Counsel
11234 Anderson Street

To
TRANSFERRING HOSPITAL: Arrowhead Regional Medical Center
Attn: Hospital Director
400 N. Pepper Avenue
Colton, CA 92324

20. **EXCLUSIVE CONTROL; EXCLUSIVE ENGAGEMENT**

The governing bodies of TRANSFERRING HOSPITAL and LLUCH 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.

21. **SIGNATURES**

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.

22. **TERM AND TERMINATION**


- a) Term. The term of this Agreement commences December 1, 2020 and shall continue in effect for five (5) years through November 30, 2025 unless earlier terminated as provided herein.
- b) Termination. This Agreement may be terminated by either party without cause upon thirty (30) days advance written notice to the other party. However, this Agreement shall be automatically terminated in the event either party loses the insurance coverage required herein, or its license, accreditation or any other licensure or certification necessary to provide the services contemplated by this Agreement. If either party loses any such insurance coverage, licensure, accreditation or certification, such party shall notify the other party within 48 hours.


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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above

“LLUCH”

LOMA LINDA UNIVERSITY
MEDICAL CENTER

Signature: 
By Kerry L. Heinrich
Its: CEO
Date: 10-30-2020

Signature: 
By Angela Lallas
Its: CFO
Date: 10/30/2020

(“TRANSFERRING HOSPITAL”)

COUNTY OF SAN BERNARDINO ON
BEHALF OF ARROWHEAD REGINAL
MEDICAL CENTER

Signature: _____
By _____
Its: _____
Date: _____