

**FRESNO/KINGS/MADERA**  
**EMERGENCY MEDICAL SERVICE**

**HEALTH SERVICES AGENCY**  
**POLICIES AND PROCEDURES**

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References		Effective 11/01/90

I. POLICY

All patient transfers between acute care hospitals will be conducted in a manner which provides for the medical needs of the patient. These transfers will be in accordance with written transfer agreements between participating hospitals. The transfer process and written agreements must be conducted in a manner which is consistent with Federal and State statutes and regulations, and with the guidelines established by the Fresno County Health Services Agency.

II. PURPOSE

Section 1798.175 of Division 2.5 of the Health and Safety Code states that no hospital may advertise the provision of emergency medical services or use the word Aemergency≅ to describe its services unless it meets minimum defined standards which include, but are not limited to, the following: ATransfer agreements are in effect at all times with one or more general acute care hospitals which provide basic or comprehensive emergency medical services wherein patients requiring more definitive care will be expeditiously transferred and receive prompt hospital care. Reasonable care shall be exercised to determine whether an emergency requiring more definitive care exists and the person seeking emergency care shall be assisted in obtaining these services, including transportation services, in every way reasonable under the circumstances≅ (1798.175(a)(2)(K).

Section 1798.172 states that Alocal EMS agencies shall establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care in the area of jurisdiction of the local EMS agency.≅ Based upon this statutory responsibility and in order to facilitate effective transfer of patients between acute care hospitals, the Fresno County Health Services Agency has developed the following guidelines.

III. PROCEDURES

A. Transfer Agreements

A transfer agreement is a written document between two acute care hospitals which establishes the procedure which will be utilized for transferring patients between the participating hospitals. A transfer agreement is generally structured in contract format and delineates each hospital=s specific responsibilities based upon the role which that hospital is taking.

Approved By EMS Division Manager	Revision
Fresno County EMS Medical Director	02/01/97

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Transfer agreements can be structured as either one-way transfer agreements or reciprocal agreements. A one-way transfer agreement would be utilized by a hospital facility for transferring patients to a tertiary hospital which provides a number of specialty services which are unavailable at the transferring hospital. A reciprocal transfer agreement is utilized between acute care hospitals when either hospital may be routinely initiating transfers.

Transfer agreements facilitate a transfer process by providing a case definition for the types of patients which may be transferred and the procedures to be utilized for initiating and receiving transfers. Additionally, they identify a liaison network for communicating the need for transfers and establish financial responsibilities and limitations on transfers. Transfer agreements may also be utilized to facilitate the transfer of patients with special needs. An example is the proposed network of hospitals who are able to accept Apurple= transfer patients, which are patients who are unable to be provided adequate medical care at a rural hospital within Fresno County and who cannot be accommodated by the transferring hospital=s usual referral pattern.

An example agreement has been provided as an attachment to these guidelines. This is a comprehensive document and includes a number of specific operational standards which are based upon Federal and State laws. The agreement utilized by hospitals may be an abbreviated version as long the duties of the hospitals are sufficiently described.

B. Definitions

The following definitions will be incorporated into the agreement in order to standardize the terminology utilized during the management of a patient transfer.

1. Transferring Hospital -

For reciprocal agreements:

ATransferring hospital describes either Hospital A or Hospital B, whenever that hospital transfers a patient to the other hospital for any purpose consistent with this Agreement.≡

For one-way agreements:

ATransferring hospital describes Hospital A, whenever that hospital transfers a patient to Hospital B for any purpose consistent with this Agreement.≡

2. Receiving Hospital -

For reciprocal agreements:

AREceiving hospital describes either Hospital A or Hospital B, whenever that hospital receives a patient transferred by the other hospital consistent with this Agreement.≡

For one-way agreements:

AREceiving hospital describes Hospital B, whenever that hospital receives a patient transferred from Hospital A for any purpose consistent with this Agreement.≡

3. Transferring Physician -

ATransferring physician is the patient=s attending or emergency department physician at transferring hospital with primary responsibility for the patient.≡

4. Receiving Physician -

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A Receiving physician is the physician responsible for the patient's care at the receiving hospital.≡

5. Transfer Summary -

A Transfer summary is a form to be utilized, consistent with Federal, State, and local transfer standards, by the transferring hospital and the receiving hospital to communicate essential information.≡

6. Transfer Summary -

A Transfer Center is the coordinating center for A purple≡ transfers within Fresno County and is located at University Medical Center of Fresno.≡

C. Duties of the Transferring Hospital

The transfer agreement shall outline the duties and responsibilities of the transferring hospital when conducting an interfacility patient transfer. Responsibilities outlined in the agreement shall be consistent with Federal, State, and local transfer guidelines including those outlined in EMS Agency policies, including EMS Policy #341. While hospitals may negotiate duties and responsibilities in excess of these standards, transfer agreements must minimally include the following:

1. The agreement shall outline the transferring hospital's liaison system which will be utilized for arranging transfers and/or if the transferring physician will personally arrange for transfers to the receiving hospital. The agreement should state that the transferring hospital agrees to access the appropriate transfer network when arranging transfers so as not to circumvent any procedures established by the receiving hospital and to not transfer a patient prior to receiving the consent of the appropriate staff at the receiving hospital.
2. The agreement shall describe the circumstances under which a transfer will be conducted. This section should be very specific so as to include unique arrangements between the participating hospitals, which may include the following:
  - a. Transferring hospital does not have adequate personnel or facilities to provide the patient with necessary care; or
  - b. The patient is in need of specialty services which are available at the receiving hospital; or
  - c. The patient's personal attending physician, the patient, or the patient's guardian or legal representatives have requested a transfer specifically to the receiving hospital; or
  - d. The patient's health care insurance or method of payment requires treatment at the receiving hospital.
3. The transferring hospital shall not use patient transfer as a method of circumventing legal or contractual obligations to provide services or care to the patient. This section may be modified if there are specific types of patients which are defined in the agreement and agreed to by both parties.
4. Transferring hospital shall properly care for the patient prior to transfer. This would include a necessary examination, evaluation, and treatment which is necessary to appropriately prepare the patient for transfer. In this section, the agreement would outline that the transferring physician would classify the patient as either:

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- a. Medically stable and transfer to receiving hospital would not jeopardize the health of the patient; or
  - b. Not in labor and delivery is not imminent and the transfer will not jeopardize the health and safety of the patient or unborn child; or
  - c. In need of immediate transfer despite the patient=s (or unborn child=s) medical condition and the provision of emergency treatment at receiving hospital outweighs the risks involved in patient transfer. Reasons for such transfers must be included in the medical record.
5. Transferring hospital is responsible for arranging the method of transportation for the patient. Transferring physician shall select mode of transportation, level of professional personnel involved in transport, as well as any special equipment needed to ensure proper patient monitoring. When possible, the transferring and receiving hospitals (and if appropriate an EMS Base Hospital) should mutually agree upon the methods and level of transportation utilized. All transfers will be in accordance with EMS Agency policies.
  6. The transferring hospital shall ensure that a transfer summary, along with appropriate portions of the medical record (as defined by the transferring physician) will accompany the patient to the receiving hospital. Additionally, the transferring hospital shall ensure that all appropriate consents and notifications are completed prior to transfer in order to facilitate the timely transition of the patient=s care. The transfer summary, consents and/or notifications shall be completed in accordance with Federal, State, and local requirements.
  7. When a patient is transferred to a receiving hospital for a special procedure or service and will be returning to the transferring hospital, the transferring hospital shall accept the patient for continuing care.
  8. The transferring hospital shall ensure that all personal effects will be sent along with the patient if said patient is being permanently transferred to receiving hospital.
  9. The transferring hospital shall make a commitment to ensure that it complies with all applicable Federal, State and local regulations involved in patient transfer.

D. Duties of Receiving Hospital

The transfer agreement shall outline the duties and responsibilities of the receiving hospital while participating in an interfacility patient transfer. Responsibilities outlined in the agreement shall be consistent with Federal, State and local transfer guidelines including those outlined in EMS Agency policies, including EMS Policy #341. While hospitals may negotiate duties and responsibilities in excess of these standards, transfer agreements must minimally include the following:

1. The agreement shall outline the receiving hospital=s liaison system which will be utilized for accepting transfers and/or if the receiving physician will personally arrange for acceptance of the patient from the transferring hospital.
2. Receiving hospital shall make a commitment as to the circumstances under which receiving hospital will accept a transferred patient. This section can be very specific to include unique arrangements between the participating hospitals. Pursuant to the agreement and applicable Federal, State and local requirements, receiving hospital shall consent to receive any transfer patient from the transferring hospital as long as the following conditions are met:
  - a. Receiving hospital has the ability and available resources to properly care for the patient; and

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- b. Prior to patient transfer, a receiving physician has been contacted by the transferring hospital, and the physician has accepted the patient; and
  - c. The transfer is not excluded by other conditions within the agreement; and
  - d. The patient meets the circumstances for transfer as defined in the agreement which may include the following:
    - (1) Transferring hospital does not have adequate personnel or facilities to provide the patient with care; or
    - (2) The patient is in need of specialty services which are available at the receiving hospital; or
    - (3) The patient=s personal attending physician, the patient, or the patient=s guardian or legal representatives have requested a transfer specifically to the receiving hospital; or
    - (4) The patient=s health care insurance or method of payment requires treatment at the receiving hospital.
  3. Receiving hospital shall provide any patient transferred with full emergency department services, or other specialized services as deemed necessary by the appropriate staff at the receiving hospital.
  4. In situations where the patient is being transferred to the receiving hospital and will be returned to the original transferring hospital, the receiving hospital shall make a commitment to the following procedure:
    - a. The receiving physician, after consultation with the transferring physician, will be responsible for determining if the patient is medically fit for return transfer to the transferring hospital. In the event the patient is not medically fit, the receiving hospital shall arrange for physician care of the patient until such time as the patient is medically fit for return transfer. The patient shall be returned in an expeditious manner once the patient is medically fit.
    - b. All medical records of the patient=s care at the receiving hospital shall be provided upon the patient=s return to the transferring hospital including records regarding procedures and services provided to the patient at the receiving hospital.
    - c. The receiving hospital shall be responsible for arranging for the patient=s transfer to the original transferring hospital in a manner which is consistent with EMS Agency policies.
  5. In situations where the patient is being discharged by the receiving hospital and will not be returned to the transferring hospital, the receiving hospital shall make a commitment to provide emergency and/or hospital care to the patient and to arrange for appropriate physician care. The receiving hospital may agree to provide, upon request, information to the transferring physician on the patient=s progress and outcome of hospitalization at the time of discharge.
  6. To ensure proper implementation of this agreement, receiving hospital shall make a commitment to ensure that all applicable Federal, State and local regulations are adhered to.
- E. APurple≡ Transfers [Optional for Participating Hospitals]

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The Apurple≡ transfer system is a voluntary network for hospitals and is an option which may be included within the transfer agreement. This network of participating hospitals allows for the timely identification of a receiving hospital and physician for a patient with a potentially life- or limb-threatening condition. Hospitals which are willing to participate in this system must include specific provisions regarding Apurple≡ transfers into the transfer agreement. APurple≡ transfers are patients who meet the following criteria:

1. The patient needs specialized medical services for potentially life- or limb-threatening condition (as described in Policy #343) but is at an acute care hospital which does not provide such services.
2. The patient is not able to be transferred through the transferring hospital=s usual referral pattern for this type of case.
3. The case has been assigned a Apurple≡ transfer case number by the Transfer Center.

Fresno County has identified a portion of the Tobacco Surtax (Discretionary Non-County Hospital Account) for Fiscal Year 1990-91 which will be used as a risk pool for partially compensating participating hospitals for patients meeting Apurple≡ transfer criteria and who meet the hospital=s charity care definition consistent with the standards of the Office of Statewide Health Planning and Development (OSHPD). In order to participate in these funds, a hospital must have transfer agreements which include the Apurple≡ transfer provisions.

Participating hospitals, through the transfer agreement, shall adhere to a method for managing Apurple≡ transfers as set forth by the EMS Agency policies which shall include the following conditions:

1. The Transfer Center will be notified by the transferring hospital as to the existence of a Apurple≡ transfer condition, and a case number shall be assigned.
2. The Transfer Center will recommend facilities with the appropriate services. If necessary, the Transfer Center will initiate the process to canvas the appropriate urban hospitals which have the capabilities to care for the patient. If needed, the Transfer Center shall notify the most appropriate hospital that is designated as the facility of last resort.
3. The receiving facility (as the facility of last resort) shall, through the transfer liaison, implement the procedure to notify the potential receiving physician or specialist on call and that physician will determine if they will accept the transfer. The receiving physician should contact the transferring physician directly for more information and to determine if the case will be accepted.
4. If space is available, the receiving hospital will accept the Apurple≡ transfer if the receiving physician will accept the patient.
5. The transferring hospital will only send a Apurple≡ transfer to the designated receiving hospital after receiving the approval of the receiving physician and hospital.
6. The receiving hospital and transferring hospital agree to conduct Apurple≡ transfers in a manner that is consistent with all Federal, State and local EMS Agency policies as well as any or all provisions in the transfer agreement including County Apurple≡ transfer forms and a retrospective review process.

F. Compliance with Laws

Participating parties shall abide by all applicable Federal and State laws and regulations and local EMS Agency policies. Parties shall adhere to the standards set forth by the Joint Commission on Accreditation

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of Health Care Organizations.

G. Charges for Services

Participating hospitals shall define their billing arrangements which will generally be to bill for services via their usual and customary procedures (hospitals providing care would attempt to bill the patient directly or a third party payor or other sources). Neither hospital shall have liability to the other for charges except as authorized in Section 1867(d)(3)(B) of Chapter 42 of the United States Code.

Except for Apurple≡ transfers, participating hospitals may include language for special billing arrangements or minimum payor source mix (consistent with all applicable Federal, State and local regulations). Participants which desire special billing or service arrangements should utilize customary procedures.

H. Independent Contractors

An independent contractor clause shall be added where the participating hospitals shall exercise exclusive control over their respective facilities.

The agreement shall include the following language:

1. If University Medical Center is not a party to the agreement, the following language will be utilized:

AThe County of Fresno, the Fresno County Health Services Agency, and University Medical Center of Fresno are not parties to this Agreement. Administrative approval by the Health Services Agency is to ensure conformity with EMS Agency policies on transfers consistent with the Agency=s responsibilities as the designated local EMS Agency (as defined in the California Health and Safety Code). University Medical Center performs the role of TRANSFER CENTER for the Fresno County EMS System in order to improve coordination of Apurple≡ transfers between hospitals in Fresno County.≡

2. If University Medical Center is a party to the agreement, the following language shall be utilized:

AThe Fresno County Health Services Agency is not a party to this Agreement. Administrative approval by the Health Services Agency is to ensure conformity with EMS Agency policies on transfers consistent with the Agency=s responsibilities as the designated local EMS Agency (as defined in the California Health and Safety Code).≡

I. Exclusivity

Participating hospitals should consult their respective legal counsel(s) to ensure avoiding antitrust issues. There will be no limitation of rights of participating hospitals due to this Agreement unless specifically outlined in the terms of the Agreement.

J. Term

This Agreement shall remain in effect from year to year except as noted in this Agreement. The Agreement shall include terms for cancellation for no-cause and for cause with appropriate notice to the parties. Participants shall jointly review this Agreement at least once annually. Parties to the Agreement may wish to include a grievance process for resolving disputes.

K. Notices

Participants shall agree to identify themselves and provide notifications to each other and the EMS

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Agency.

L. General Principles

1. The participants agree that all previous agreements or understandings regarding transfers are to be considered ineffective after this Agreement is implemented unless specifically referenced in this Agreement. Changes to this Agreement shall be made in writing and noticed according to the terms of this Agreement.
2. Participants shall ensure that the Agreement shall be binding upon and inure to the benefits of the participants or their representatives, successors and assigns. This Agreement shall be governed by the laws of the State of California.
3. Participants shall agree to utilize their respective counsels to ensure explicit language of the Agreement utilizing this document and all applicable Federal, State and local EMS Agency policies.
4. The Agreement shall include language which references exhibits, attachments, annexed instruments, and addenda as being a part of the Agreement and have the same force and effect as the language in the Agreement.
5. If captions are utilized as a part of the Agreement, it should be referenced as to their importance in the Agreement.
6. Other general principles in contracts may be included including statements relating to the fact that third parties will not be beneficiaries to this Agreement.
7. The signature page of the Agreement should include space to allow for the appropriate signatures from each of the participating hospitals as well as a signature box which includes the following language:

Reviewed and approved for compliance with local EMS policies:

By:

GARY M. CAROZZA, INTERIM DIRECTOR  
FRESNO COUNTY HEALTH SERVICES AGENCY

M. Attachments

1. Attachment A will include the names and/or titles of the individuals at the appropriate hospitals who will be responsible for making arrangements to transfer patients from that facility.
2. Attachment B will include the names and/or titles of the individuals at the appropriate hospitals which are authorized to accept patients on behalf of the hospital.
3. Attachment C should provide specific listings of those services which the parties mutually agree will be the basis for transfers. This section will include any appropriate restrictions to transfer. NOTE: There shall be no restrictions to purple transfers other than those established in EMS Agency policies.

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N. Process for Administrative Approval of the Agreement by the Health Services Agency

Proposed agreements should be submitted to the EMS Agency of the Fresno County Health Services Agency for administrative approval at the following address:

EMS Agency  
Fresno County Health Services Agency  
P. O. Box 11867  
Fresno, California 93775

It is recommended that the Agreement be provided in draft form when it is near finalization. This will allow the Health Services Agency time to provide recommendations, if any, as to possible changes needed to be consistent with local policies and procedures. The Health Services Agency will provide written notice to the parties within five (5) working days that they have received the Agreement. The Agency will provide comments and/or approval within thirty (30) days of receipt of the Agreement. Proposed changes to the Agreement, if any, will be provided in writing. The Agency will attempt to provide approval of the Agreements as quickly as possible, however, the thirty (30) day maximum is to allow for the Health Services Agency to manage the multiple agreements which will be received from the various hospitals.

- O. These guidelines are primarily designed for transfer agreements where both parties are located within Fresno County. Similar guidelines are or will be utilized for Kings and Madera Counties. For intercounty agreements for counties other than Fresno, Kings or Madera, the EMS Agency will work with hospitals and other county EMS agencies to resolve differences between these and other counties= guidelines.
- P. Requests for exceptions to this policy or specific provisions of the policy will be made in writing to the Health Services Agency and shall include the justification for exception and the proposed alternatives.

ATTACHMENT  
MODEL TRANSFER AGREEMENT

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MODEL TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_ Hospital, a California corporation, hereinafter referred to as "Hospital A" and \_\_\_\_\_ Hospital, a California corporation, hereinafter referred to a "Hospital B".

WITNESSETH:

WHEREAS, Hospital A operates a licensed acute care facility located at \_\_\_\_\_, California; and

WHEREAS, Hospital B operates a licensed acute care facility located at \_\_\_\_\_, California; and

[Add the following for a reciprocal agreement:

WHEREAS, Hospital A provides certain services (listed in Attachment C) which may be required by, or suited for, patients in Hospital B; and because of either a lack of available personnel, facilities, or services in Hospital A (or for other compelling reasons), may from time to time need or desire to transfer patients to Hospital B to receive appropriate care; and]

WHEREAS, Hospital B provides certain services (listed in Attachment C) which may be required by, or suited for, patients in Hospital A; and because of either a lack of available personnel facilities, or services in Hospital B (or for other compelling reasons), may from time to time need or desire to transfer patients to Hospital A to receive appropriate care; and

WHEREAS, Hospital A and B desire to enter into an agreement to facilitate the transfer of patients between these hospitals when appropriate, and to specify the rights and obligations of each of the parties in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITION

A. TRANSFERRING HOSPITAL describes Hospital A whenever that hospital transfers a patient to Hospital B for any purpose consistent with this Agreement.

1 [Replace previous definition with the following for a reciprocal agreement:

2 A. TRANSFERRING HOSPITAL describes either Hospital A or Hospital  
3 B whenever that hospital transfers a patient to the other hospital for any purpose consistent  
4 with this agreement]

5 B. RECEIVING HOSPITAL describes Hospital B, whenever that hospital  
6 receives a patient transferred from Hospital A for any purpose consistent with this Agreement.

7 [Replace previous definition with the following for a reciprocal agreement:

8 B. RECEIVING HOSPITAL describes either Hospital A or Hospital B,  
9 whenever that hospital receives a patient transferred by the other hospital for any purpose  
10 consistent with this Agreement.]

11 C. TRANSFERRING PHYSICIAN is the patient's attending or emergency  
12 department physician at TRANSFERRING HOSPITAL with primary responsibility for the  
13 patient.

14 D. RECEIVING PHYSICIAN is the physician responsible for the patient's  
15 care at the RECEIVING HOSPITAL.

16 E. TRANSFER SUMMARY is a form to be utilized, consistent with  
17 Federal, State, and local transfer standards, by the TRANSFERRING HOSPITAL and the  
18 RECEIVING HOSPITAL to communicate essential information.

19 F. TRANSFER CENTER is the coordinating center for "purple" transfers  
20 within Fresno County and is located at University Medical Center of Fresno.

21 II. DUTIES OF TRANSFERRING HOSPITAL

22 TRANSFERRING HOSPITAL shall have the following duties and obligations  
23 prior to the patient's transfer under this Agreement:

24 A. Appropriately authorized staff at TRANSFERRING HOSPITAL (such  
25 staff are identified on Attachment A hereto) or TRANSFERRING PHYSICIAN shall  
26 personally arrange for the transfer of the patient to RECEIVING HOSPITAL. Consent of

1 appropriately authorized staff (such staff are identified on Attachment B hereto along with  
2 appropriate contact telephone numbers) at RECEIVING HOSPITAL shall be obtained by  
3 telephone by TRANSFERRING HOSPITAL'S authorized staff or TRANSFERRING  
4 PHYSICIAN prior to the patient's release. Such consent shall be documented consistent with  
5 Federal, State, and local transfer requirements and such documentation shall identify the person  
6 at RECEIVING HOSPITAL who has consented to the transfer.

7           B.       TRANSFERRING HOSPITAL shall, through appropriately authorized  
8 staff, attempt to transfer patients to RECEIVING HOSPITAL when one or more of the  
9 following conditions are met:

10                   1.       TRANSFERRING HOSPITAL does not have adequate  
11 personnel or facilities to provide the patient with necessary care; or

12                   2.       The patient is in need of one of RECEIVING HOSPITAL'S  
13 specialized services (as identified in Attachment C hereto); or

14                   3.       The patient's personal attending physician, the patient, or the  
15 patient's guardian or legal representative, requests transfer specifically to the RECEIVING  
16 HOSPITAL, or

17                   4.       The patient's health care insurance or method of payment requires  
18 treatment at RECEIVING HOSPITAL.

19           C.       TRANSFERRING HOSPITAL shall not attempt to transfer a patient to  
20 RECEIVING HOSPITAL solely as a means of avoiding TRANSFERRING HOSPITAL'S, or  
21 TRANSFERRING PHYSICIAN'S, legal or contractual obligations to provide services or care  
22 to the patient, unless such an arrangement is otherwise specified in this Agreement in  
23 Attachment C.

24           D.       Patients transferred from the emergency department of  
25 TRANSFERRING HOSPITAL must first have been examined and evaluated by appropriate  
26 medical staff (as defined in Federal and State law or regulation). TRANSFERRING

1 HOSPITAL shall assure that the patient is appropriately prepared for transfer. This means that  
2 TRANSFERRING PHYSICIAN has made an entry in the medical record certifying that the  
3 patient is either:

4 1. Medically stable, and transfer to RECEIVING HOSPITAL at  
5 this time cannot reasonably be expected to place the patient's health in serious jeopardy or result  
6 in serious impairment or dysfunction of any bodily organ or part; or

7 2. Not in labor, meaning that delivery is not imminent and there is  
8 adequate time to initiate safe transfer to RECEIVING HOSPITAL prior to delivery without  
9 posing a threat to the health and safety of either the patient or the unborn child; or

10 3. In need of immediate transfer despite the patient's medical  
11 condition, and that, for the reasons listed in the medical record, the medical benefits reasonably  
12 expected from the provision of emergency treatment at RECEIVING HOSPITAL outweigh the  
13 increased risks to the individual involved in the transfer process or in the case of labor, to the  
14 unborn child.

15 E. TRANSFERRING HOSPITAL is responsible for arranging the method  
16 of transportation for the patient during transfer and is responsible for assuring that such method  
17 of transportation is appropriate and consistent with the EMS Agency policies, given the  
18 patient's medical condition. TRANSFERRING HOSPITAL will rely upon the professional  
19 judgment of TRANSFERRING PHYSICIAN who shall select the mode of transportation,  
20 designate the appropriate level of professional personnel who should accompany the patient  
21 during transport, and the appropriate equipment including, where necessary, life support  
22 systems. The TRANSFERRING HOSPITAL is encouraged to involve the receiving hospital  
23 and, if appropriate, an EMS Base Hospital in the transportation decisions. If  
24 TRANSFERRING HOSPITAL agrees to use a transportation service provided by  
25 RECEIVING HOSPITAL, RECEIVING HOSPITAL shall assume responsibility for assuring  
26 that appropriate personnel and equipment are provided during transport.

1 F. TRANSFERRING HOSPITAL shall assure that a TRANSFER  
2 SUMMARY, along with appropriate portions of the medical record, shall accompany the  
3 patient. The TRANSFER SUMMARY shall include patient identification information,  
4 particular details of the contemplated transfer and pertinent medical information. The  
5 TRANSFER SUMMARY shall be completed and filed consistent with Federal, State, and local  
6 requirements. TRANSFERRING HOSPITAL shall rely upon the judgment of  
7 TRANSFERRING PHYSICIAN who shall decide what portions of copies of the medical  
8 record should accompany the patient in order to assure that the medical information is  
9 complete, accurate and in sufficient detail to provide continuity of care.

10 G. TRANSFERRING HOSPITAL shall be responsible for obtaining  
11 evidence of any consents it might require prior to transfer. These consents should indicate the  
12 reason for transfer.

13 H. In the event the patient is incompetent, by virtue of minority or infirmity,  
14 the TRANSFERRING HOSPITAL shall attempt to notify the patient's responsible  
15 representative of the contemplated transfer and document such attempts on the medical record.  
16 TRANSFERRING HOSPITAL shall also use its best efforts to arrange for the patient's  
17 responsible representative to accompany or meet the patient at RECEIVING HOSPITAL so  
18 that consent to admission at RECEIVING HOSPITAL can be obtained.

19 1. In the event that the transfer is for a specific procedure or service  
20 and the patient will be returned thereafter to TRANSFERRING HOSPITAL.  
21 TRANSFERRING HOSPITAL agrees to accept the patient for continued care upon  
22 completion of the procedure or service at RECEIVING HOSPITAL which necessitated the  
23 transfer.

24 J. In the event that the patient is being discharged or otherwise transferred  
25 permanently to RECEIVING HOSPITAL, the patient shall also be accompanied by any  
26 personal effects which patient has brought with him to TRANSFERRING HOSPITAL. The

1 TRANSFERRING HOSPITAL agrees to comply with all applicable Federal, State, or Fresno  
2 County statutes, regulations, and policies governing said interfacility transfers.

3 III. DUTIES OR OBLIGATIONS OF RECEIVING HOSPITAL

4 RECEIVING HOSPITAL shall have the following duties and obligations under  
5 this Agreement:

6 A. RECEIVING HOSPITAL shall, through appropriately authorized staff  
7 (identified on Attachment B hereto), consent to the receipt of any patient from  
8 TRANSFERRING HOSPITAL if:

9 1. RECEIVING HOSPITAL has adequate available space, qualified  
10 personnel, and facilities to properly care for the patient; and

11 2. A physician at RECEIVING FACILITY has agreed to accept  
12 responsibility for care of the patient; and

13 3. The transfer is not excluded by any restrictions delineated in  
14 Attachment C of this Agreement; and

15 4. Either:

16 a. TRANSFERRING HOSPITAL does not have adequate  
17 personnel or facilities to appropriately treat the patient; or

18 b. The patient is in need of one of RECEIVING  
19 HOSPITAL'S specialized services (as identified in Attachment C hereto); or

20 c. The patient's personal attending physician, the patient, or  
21 the patient's guardian or legal representative requests transfer to RECEIVING FACILITY; or

22 d. The patient's health care insurance or method of payment  
23 requires treatment at RECEIVING HOSPITAL.

24 B. RECEIVING HOSPITAL shall be responsible for treatment in the  
25 Emergency Department or admitting for treatment, as appropriate, all patients its authorized  
26 staff has consented to TRANSFERRING HOSPITAL to accept pursuant to Section III.A. of

1 this Agreement.

2 C. In situations where the patient is being transferred to RECEIVING  
3 HOSPITAL and will be returned:

4 1. RECEIVING PHYSICIAN shall determine (if necessary, after  
5 consulting with the TRANSFERRING Physician) that the patient is medically fit for return to  
6 TRANSFERRING HOSPITAL. In the event the patient is not medically fit, RECEIVING  
7 HOSPITAL agrees to arrange for an appropriate credentialed physician or physicians to  
8 provide care for the patient until such time as the patient is medically fit for return. At such  
9 time as the patient becomes medically fit, RECEIVING HOSPITAL agrees to return the patient  
10 in an expeditious manner.

11 2. When the patient is returned to TRANSFERRING HOSPITAL,  
12 RECEIVING HOSPITAL agrees that all pertinent medical records shall accompany patient's  
13 return to TRANSFERRING HOSPITAL. Such medical records should, at a minimum, reflect  
14 the patient's condition while at RECEIVING HOSPITAL and describe completely any  
15 procedures or professional services performed on the patient at RECEIVING HOSPITAL,  
16 including when possible, the results thereof.

17 3. RECEIVING HOSPITAL shall be responsible for arranging for  
18 the patient's return to TRANSFERRING HOSPITAL, including the responsibility for arranging  
19 for appropriate transportation and for appropriate personnel and equipment during  
20 transport which are consistent with the EMS Agency policies.

21 D. In situations where the patient is being discharged to RECEIVING  
22 HOSPITAL and will not be returned to TRANSFERRING HOSPITAL:

23 1. RECEIVING HOSPITAL agrees to provide emergency  
24 and/or hospital care to the patient so long as the patient is in need of such care and to arrange  
25 care to the patient so long as the patient is in need of such care and to arrange appropriate  
26 physician care. Upon request, RECEIVING HOSPITAL shall also inform TRANSFERRING

1 PHYSICIAN of patient's progress and the outcome of hospitalization at RECEIVING  
2 HOSPITAL at time of discharge.

3 E. The RECEIVING HOSPITAL agrees to comply with all applicable  
4 Federal, State, or local statutes, regulations and policies governing said interfacility transfers.

5 IV. PURPLE TRANSFERS

6 In situations where a patient meeting "purple" transfer criteria, as defined in  
7 EMS Agency policies, is at a TRANSFERRING HOSPITAL and is unable to be transferred  
8 according to the TRANSFERRING HOSPITAL'S usual referral pattern, TRANSFERRING  
9 HOSPITAL and RECEIVING HOSPITAL agree to manage the transfer according to EMS  
10 Agency policies and according to the following:

11 A. Purple transfers are patients who meet the following criteria:

12 1. The patient needs specialized medical services for a potentially  
13 life- or limb-threatening condition (as described in EMS Agency policies) but who are at an  
14 acute care hospital which does not provide such services.

15 2. The patient is not able to be transferred through the transferring  
16 hospital's usual referral pattern for this type of case.

17 3. The case has been assigned a "purple" transfer case number by  
18 the Transfer Center.

19 B. The Transfer Center will be notified by TRANSFERRING HOSPITAL  
20 as to the existence of a "purple" transfer condition and a case number shall be assigned.

21 C. The Transfer Center shall initiate the process for "purple" transfer and  
22 make the appropriate notifications.

23 D. Receiving facility (if identified as the facility of last resort) shall, through  
24 the transfer liaison, implement the procedure to notify the potential RECEIVING PHYSICIAN  
25 or specialist on call and that physician will determine if they will accept the transfer. The  
26 RECEIVING PHYSICIAN should contact the TRANSFERRING PHYSICIAN directly for

1 more information and to determine if the case will be accepted.

2 E. If space is available, the RECEIVING HOSPITAL will accept the  
3 "purple" transfer if the RECEIVING PHYSICIAN will accept the patient.

4 F. The TRANSFERRING HOSPITAL will only send a "purple" transfer to  
5 the designated RECEIVING HOSPITAL after receiving the approval of the RECEIVING  
6 PHYSICIAN and HOSPITAL.

7 G. The RECEIVING HOSPITAL and TRANSFERRING HOSPITAL  
8 agree to conduct "purple" transfers in a manner that is consistent with all Federal, State and  
9 local EMS Agency policies as well as any or all provisions in the transfer agreement including  
10 County "purple" transfer forms and a retrospective review process.

11 V. COMPLIANCE WITH LAWS

12 RECEIVING HOSPITAL and TRANSFERRING HOSPITAL agree to comply  
13 with all applicable statutes and regulations, both State and Federal, governing the operation and  
14 administration of the hospital, as well as standards set forth by the Joint Commission on  
15 Accreditation of Health Care Organizations. In the event that any provision of this Agreement  
16 is held to be invalid or void by any court of competent jurisdiction, the invalidation of such  
17 provision shall in no way affect any other provision in this Agreement.

18 Charges for services performed by either facility shall be billed and collected by the  
19 hospital rendering the services directly from the patient, third party payor, or other source  
20 normally billed by the hospital. Neither hospital shall have any liability to the other for such  
21 charges except as authorized in Section 1867.(d)(3)(B) of Chapter 42 of the United States  
22 Code.

23 [NOTE: This provision reflects the customary relationship between two independent  
24 institutions, clarifying that both will bill directly for services rendered to the patient. It is  
25 possible, however, for either hospital to contract directly with the other for services provided  
26 under such circumstances. In such an instance, this clause must be modified to include a

1 schedule of agreed-upon charges for services rendered by either hospital, and describe the  
2 billing procedures and time and method of payment. Consideration should be given to whether  
3 late payment is to result in interest charges and/or premature cancellation of the Agreement.

4 This section may also include a clause to require minimum payor source mix and/or a  
5 process for reviewing the payor source mix from the transferring hospital.]

6 VII. INDEPENDENT CONTRACTORS

7 The governing body of each hospital shall have the exclusive control over  
8 policies, management, assets and affairs of its respective hospital. Neither hospital shall assume  
9 any liability by virtue of this Agreement for any debts or obligations incurred by the other party  
10 to the Agreement. Both parties are at all times independent contractors with respect to their  
11 relationship with one another.

12 The County of Fresno, the Fresno County Health Services Agency, and  
13 University Medical Center of Fresno are not parties to this Agreement. Administrative  
14 approval by the Health Services Agency is to ensure conformity with EMS Agency policies on  
15 transfers consistent with the Agency's responsibilities as the designated local EMS Agency (as  
16 defined in the California Health and Safety Code). University Medical Center performs the role  
17 of TRANSFER CENTER for the Fresno County EMS System in order to improve coordination  
18 of "purple" transfers between hospitals in Fresno County.

19 [Replace the previous paragraph with the following for Agreements where  
20 University Medical Center is a participating hospital:

21 The Fresno County Health Services Agency is not a party to this Agreement.  
22 Administrative approval by the Health Services Agency is to ensure conformity with Fresno  
23 County EMS Agency policies on transfers consistent with the Agency=s responsibilities as the  
24 designated local EMS Agency (as defined iii the California Health and Safety Code).]

25 VIII. EXCLUSIVITY

26 Nothing in this Agreement shall be construed as limiting the rights of either

1 hospital to contract with any other facility on a limited or general basis.

2 [NOTE: Consideration should be given to whether this Agreement is to be  
3 considered exclusive by either or both institutions. It may be possible to enter into an  
4 agreement whereby RECEIVING HOSPITAL, for example, will be the exclusive provider of  
5 CT scanning services for patients at TRANSFERRING HOSPITAL. Legal counsel should be  
6 consulted to assure there are no antitrust problems. If the Agreement is to be exclusive, it  
7 should so specify.]

8 IX. TERM

9 This Agreement shall remain in effect from year to year until or unless one of the  
10 following occur:

11 A. It is cancelled after the material breach of one party to this Agreement;

12 or

13 B. It is cancelled by either party, without cause, by giving the other party  
14 advance notice of such termination of at least sixty (60) days.

15 In the event of material breach, the party desiring to cancel thereupon  
16 shall give to the breaching party written notice of such breach. Such notice shall specify, in  
17 specific terms, the actual omissions which constituted said breach, and the date and time that  
18 cancellation is to take effect. In such event, cancellation of this Agreement shall take effect  
19 upon the date and time as is specified in said notice.

20 The Agreement and the services provided herein shall be jointly reviewed  
21 at least annually by the parties.

22 X. NOTICES

23 Any notice required or permitted by this Agreement shall be effective and shall  
24 be deemed delivered upon placing in the mail, by certified or registered mail, postage prepaid,  
25 or upon personal delivery as follows:  
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to Hospital A at:

to Hospital B at:

to the Fresno County Health Services Agency:

Fresno County Health Services Agency  
EMS Agency  
P. O. Box 11867  
Fresno, California 93775

XI. GENERAL PRINCIPLES

A. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

B. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California.

C. All exhibits, attachments, annexed instruments, and addenda referred to herein shall be considered a part hereof for and with the same force and effect as if copied at full length herein.

D. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part thereof.

E. It is not the intention of either party that any person or entity be a third party

1 beneficiary of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates  
written below.

\_\_\_\_\_ Hospital

\_\_\_\_\_ Hospital

By: \_\_\_\_\_

By:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date:

Reviewed and approved for compliance with local EMS policies:

By:

Gary M. Carozza, Interim Director

Health Services Agency

Health Services Agency

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Position or title of personnel authorized to arrange for patient transfer:

From Hospital A:

Emergency Department Transfer Liaison:

Contact Telephone Number:

Inpatient Transfer Liaison:

Contact Telephone Number:

Other Pertinent Information:

From Hospital B:

Emergency Department Transfer Liaison:

Contact Telephone Number:

Inpatient Transfer Liaison:

Contact Telephone Number:

Other Pertinent Information:

ATTACHMENT B

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Position or title of personnel authorized to accept patient transfers on behalf of the hospital:

From Hospital A:

Emergency Department Transfer Liaison:

Contact Telephone Number:

Inpatient Transfer Liaison:

Contact Telephone Number:

Outpatient Transfer Liaison:

Contact Telephone Number:

Other Pertinent Information:

From Hospital B:

Emergency Department Transfer Liaison:

Contact Telephone Number:

Inpatient Transfer Liaison:

Contact Telephone Number:

Outpatient Transfer Liaison:

Contact Telephone Number:

Other Pertinent Information:

ATTACHMENT C

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Services provided by Hospital A which may be needed by or requested for patients in Hospital B:

This section may list other services (for example: plastic surgery, renal dialysis, cardiac surgery service, radiodiagnostics, etc.).

Restrictions to transfer:

[Note: This section should list any restrictive criteria which must be met before a patient can be transferred. For example, if transfer is to be limited only to those patients who have specific third party payor coverage, or if transfer of certain patients must be preapproved by certain authorizing agents, these restrictions should be delineated in full in this section. APurple≡ transfers may not have restrictions other than those established in EMS Agency policies.]

Services provided by Hospital B which may be needed by or requested for patients in Hospital A:

This section may list other services (for example: plastic surgery, renal dialysis, cardiac surgery service, radiodiagnostics, etc.).

Restrictions to transfer:

[Note: This section should list any restrictive criteria which must be met before a patient can be transferred. For example, if transfer is to be limited only to those patients who have specific third party payor coverage, or if transfer of certain patients must be preapproved by certain authorizing agents, these restrictions should be delineated in full in this section. APurple≡ transfers may not have restrictions other than those established in EMS Agency policies.]