

TRAUMA PATIENT TRANSFER AGREEMENT TEMPLATE

This Patient Transfer Agreement (“Agreement”) is entered into between <hospital> _____ and <hospital> _____, each referred to individually as “facility”, or “transferring facility” if transferring a patient, or “receiving facility” if receiving a patient, pursuant to the terms of this agreement, and collectively as “facilities”.

The parties to this agreement desire to formalize an agreement whereby patients who are in need of a higher level of care are expeditiously transferred to the appropriate facility for various levels of medical or surgical care, and that any such transfer is conducted according to the dictates of the patients' medical conditions as determined by attending and consultant physicians.

The parties also desire to facilitate the continuity of care and to specify the rights and duties of each of the parties, and to specify the procedure for ensuring the timely transfer of patients and records between the facilities.

Therefore, in consideration of the mutual covenants and promises contained herein, it is understood and agreed upon by and between the parties hereto as follows:

1. Transferring Facility Responsibilities.

- a. Provide, within its capabilities, for the medical screening examination and stabilizing treatment of the patient prior to transfer.
- b. Transfer of Patients. When a patient's need for a higher level of care indicate the transfer of the patient from one of the above facilities to the other, and has been determined by the attending physician from the transferring facility, and agreed upon by the appropriate physician at the receiving facility, the receiving facility will agree to promptly admit transferred patients for medical care, provided that all criteria for transfer are met and that patient beds are available at the receiving facility.
 - i. It is the responsibility of the transferring facility to arrange the patient transfer and to provide for safe transportation and

- patient care during the transfer in accordance with applicable federal and state laws and regulations.
- ii. The transferring facility will select the appropriate mode of transportation, including the selection of appropriate health care practitioner to accompany the patient.
 - iii. The transferring facility will clarify that transporting EMS agency complies with established protocols of the transferring jurisdiction's medical control.
- c. Medical Records. The transferring facility will send with each patient at the time of the transfer any pertinent medical record and administrative information necessary to provide continuing medical care to the patient. This information shall include, when appropriate, the following:
- i. Patient name, address, hospital number, age
 - ii. Name, address, phone number of next of kin
 - iii. Patient's third party billing number
 - iv. History / mechanism of the injury
 - v. Condition on admission
 - vi. Vital signs pre-hospital, during stay and at time of transfer
 - vii. Treatment provided to the patient, including medications given and route of administration
 - viii. Patient's response to any treatments provided
 - ix. Laboratory and x-ray findings, including films
 - x. Fluids given by type and volume
 - xi. Name, address and phone of transferring physician
 - xii. Name of physician at the receiving facility to whom the patient is to be transferred
 - xiii. Name of physician at the receiving facility who has been contacted about the transfer
- d. Personal Effects. The transferring facility is responsible for the transfer or other appropriate disposition of the patient's personal effects, particularly money and valuables, and information related to these effects.
- i. The records and personal effects described above shall be placed in the custody of the person in charge of the transport, who shall sign a receipt for the medical records and the patient's personal effects, and in turn shall receive a receipt from the receiving facility upon receiving the records and personal effects.

- e. **Transfer Consent.** The transferring facility is responsible for obtaining the patient's consent to transfer prior to the transfer, if the patient is competent. If the patient is not competent, the transferring facility shall obtain the proper transfer consents. If these consents are not available, the transferring facility shall obtain the written acknowledgement of the physician or medical provider that the benefits of transfer outweigh the risks.
 - i. A patient may also be transferred at his or her request.
- f. **Patient Management.** The transferring facility shall ensure that qualified personnel and equipment are available during transport to the receiving facility.

2. Receiving Facility Responsibilities.

- a. The receiving facility agrees to accept any patient transferred from the transferring facility provided that the receiving facility has the capacity and capability to provide continued care to the patient.
- b. The receiving facility shall provide confirmation to the transferring facility, as promptly as possible, regarding the availability of bed(s), appropriate facilities, services and staff necessary to treat the patient, and confirmation that the receiving facility has agreed to accept the patient transfer.
 - i. The receiving facility shall respond to the transferring facility within 30 minutes after receipt of request to transfer a patient with an emergency medical condition.
- c. The receiving facility agrees to provide consultation, if needed, regarding specifics for the transfer, additional evaluation required, or treatment before transport.
- d. The receiving facility agrees to reserve beds, facilities and services, as appropriate, for patients transferred from the transferring facility and accepted by the receiving facility.
- e. The receiving facility agrees to designate a person who has authority to represent and coordinate the transfer and receipt of patients into the receiving facility.

- f. The receiving facility's responsibility for the patient's care begins when the patient arrives at the receiving facility.
- g. The receiving facility agrees to provide the transferring facility with a copy of the patient's clinical or medical records, including any record generated in the emergency department.
- h. The receiving facility agrees to arrange for the return transfer of patients to the transferring facility when requested by the patient, or if the transferring facility has a statutory or regulatory obligation to provide care.
- i. The receiving facility shall identify a performance improvement process for patient transportation, allowing feedback from the receiving facility's medical personnel directly to the transport team, or to the home jurisdiction medical control authority.

3. Responsibilities of Both Facilities.

- a. Patient Care. Both facilities are responsible for ensuring that a process improvement plan is in place to evaluate transfer and transport activities.
 - i. Each facility agrees to ensure that prompt and appropriate transport was accomplished once the transfer decision was made.
 - ii. Each facility agrees to review all transfers for performance improvement and patient safety.
 - iii. Each facility agrees to ensure that patient transfer and transportation is commensurate with the patient's severity of injury.
- b. Contact Person. Each facility agrees to designate and provide the other facility with written contact information for a person or department that has the authority to accept and coordinate a patient transfer and resolve transfer disputes. If a facility believes that a transfer has been mishandled or inappropriately rejected, it agrees to raise the issue with the other facility's designated contact person or department. The facilities agree to attempt to resolve any transfer disputes in good faith.
- c. Non-Discrimination. Neither the decision to transfer a patient nor the decision to accept a patient may be predicated upon arbitrary, capricious, or unreasonable discrimination or the patient's insurance status or ability to pay for services rendered by either facility.

- d. Facility Charges. The facility rendering services to the patient is responsible for billing and collecting all charges related to such services directly from the patient, third party payor, or other sources normally billed by the facility. Neither facility shall have any liability to the other for any such charges. Transferring Facility, not Receiving Facility, is responsible for any and all transfer costs, to the extent applicable.
- e. Exchange of Billing Information. Each facility agrees to provide information in its possession, including the patient's coverage or eligibility under any third party payor or medical assistance plan, to the other facility as necessary to enable it to bill and collect its charges.
- f. Limitation of Liability. Each facility will have exclusive control of policies, management, assets, and affairs of its respective facility. Neither facility will assume any liability, by virtue of this agreement, for any debt, obligation, expense, or liability incurred by the other facility related to the quality of care provided in the other facility.
- g. Non-Exclusivity. This agreement does not limit the rights of either facility to enter into a contract or transfer agreement with any other facility.
- h. Term and Termination. The initial term of this agreement is one year, beginning <DATE>. Either facility may terminate this agreement with 30 day notice to the other facility. This agreement automatically renews for successive one year terms unless either facility provides a written objection to a renewal no fewer than 30 days before the beginning of a new term.
- i. Amendment. This agreement, including this provision, may be amended only by a written agreement signed by both facilities.
- j. Compliance with Laws. Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, laws and regulations governing the Emergency Medical Treatment and Labor Act, the Health Insurance Portability and Accountability Act, the confidentiality and maintenance of medical record information, as well as any laws or standards promulgated by any applicable government or accrediting agency.

The parties undersigned have executed this Agreement as of the day and year first above written in section 3 (h).

FOR: <HOSPITAL>
d/b/a

FOR: <HOSPITAL>
d/b/a

NAME

Title: _____

Date: _____

SIGNATURE

NAME

Title: _____

Date: _____

SIGNATURE

SAMPLE