

STROKE RAPID TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into as of _____, 2015 (the "Effective Date") between COUNTY OF SAN BERNARDINO, on behalf of ARROWHEAD REGIONAL MEDICAL CENTER ("Transferring Facility"), sometimes collectively referred to in this Agreement as "Hospital", and REDLANDS COMMUNITY HOSPITAL, a California Corporation ("Receiving Facility"), sometimes collectively referred to in this Agreement as "the Parties" or "the Facilities".

RECITALS:

- A. The parties hereto desire to enter into this Agreement governing the transfer of stroke patients between the two facilities located in California ("State").
- B. The parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

Now, THEREFORE, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. TRANSFER OF PATIENTS. In the event any patient with an emergency diagnosis of an acute ischemic or hemorrhagic cerebral vascular event is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unlawful discrimination. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.

2. RESPONSIBILITIES OF THE TRANSFERRING FACILITY. The Transferring Facility shall be responsible for performing or ensuring performance of the following:

- a. Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer.
- b. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations.
- c. Designate a person who has authority to represent the Transferring Facility and

coordinate the transfer of the patient from the facility.

- d. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient.
- e. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care.
- f. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient.
- g. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician.
- h. Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible.
- i. Transfer the patient's personal effects, including, without limitation, money and valuables, and information related to those items.
- j. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.
- k. Notify the Receiving Facility of the estimated time of arrival of the patient.
- l. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.
- m. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.
- n. Recognize the right of a patient to request to transfer into the care of a physician and hospital of the patient's choosing.

o. Recognize the right of a patient to refuse consent to treatment or transfer.
p. Complete, execute, and forward a memorandum of transfer form to the Receiving Facility for every patient who is transferred.

q. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.

3. **RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

a. Provide, within **two hours** of request by the Transferring Facility, acceptance of the patient and access to neurosurgical care as deemed appropriate by the Receiving Facility. The Receiving Facility shall immediately respond to the Transferring Facility after receipt of the request to transfer a patient with an emergency diagnosis of an acute ischemic or hemorrhagic cerebral vascular event.

b. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility.

c. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency.

d. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.

e. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.

f. Provide the Transferring Facility with a copy of the medical records of the patient that were generated at the Receiving Facility, if the patient is returned to the Transferring Facility by the Receiving Facility.

g. Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law.

h. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt

of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient.

i. Provide for the return transfer of patients to the Transferring Facility when requested by the patient or the Transferring Facility and ordered by the patient's attending/transferring physician, if the Transferring Facility has a statutory or regulatory obligation to provide health care assistance to the patient, and if transferred back to the Transferring Facility, provide the items and services specified in Section 2 of this Agreement.

j. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient.

k. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

l. Complete, execute, and return the memorandum of transfer form to the Transferring Facility.

4. BILLING. All claims or charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party coverage, Medicare or Medicaid, or other sources normally billed by that facility, unless applicable law and regulations require that one Facility bill the other Facility for such services. In those cases in which regulations apply, the Facilities shall bill in accordance with the regulations that apply to skilled nursing facility prospective system ("SNFPPS") and consolidated billing. In those cases in which payment rates are consistent with SNF PPS regulations and have been negotiated, such payment shall be made at 80% of charges. In addition, it is understood that professional fees will be billed by those physicians or other professional providers who actually participate in the care and treatment of the patient and who are entitled to bill for their professional services at usual and customary rates. Each Facility agrees to provide information in its possession to the other Facility and to such physicians or professional providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.

5. RETRANSFER; DISCHARGE. At such time as the patient is ready for transfer back to the Transferring Facility or another health care facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, the patient will be transferred to the agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility.

6. COMPLIANCE WITH LAW. Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency. Both

facilities agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d- 8 ("HIP AA "), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164, and the federal security standards as contained in 45 CFR Part 142 (collectively, the "Regulations"). Both facilities shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIP AA or the Regulations. Both facilities will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Each facility will promptly report to the other facility any use or disclosures, of which either facility becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event a facility contracts with any agents to whom such facility provides Protected Health Information, such facility shall include provisions in such agreements pursuant to which the receiving facility and such agents agree to the same restrictions and conditions that apply to the receiving facility with respect to Protected Health Information. Both facilities will make their respective internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with HIP AA and the Regulations. No attorney-client, accountant-client, or other legal or equitable privilege shall be deemed to have been waived by either facility by virtue of this Section.

7. RESPONSIBILITY; INSURANCE. The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.

8. TERM; TERMINATION.

a. The initial term of this Agreement ("Initial Term") shall be for a period of one (1) year, commencing on the Effective Date, unless sooner terminated as provided herein. At the end of the Initial Term, this Agreement shall be renewed for one (1) year increments automatically thereafter ("Renewal Term"), unless sooner terminated as provided herein.

b. In the event the parties continue to abide by the terms of this Agreement after the expiration of the Initial Term or any Renewal Term, this Agreement shall continue on a month-to-month basis thereafter.

c. Either party may terminate this Agreement without cause upon 30 days, written notice to the other party. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five days after receipt by the breaching party of written notice of such breach from the non-breaching

13 WAIVER. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto.

ARROWHEAD REGIONAL MEDICAL CENTER

By: _____
Name: James Ramos
Title: Chairman, Board of Supervisors
Date: _____

REDLANDS COMMUNITY HOSPITAL

By: _____
Name: James R. Holmes
Title: President and Chief Executive Officer
Date: _____