

**PATIENT TRANSFER AGREEMENT**

**BETWEEN**

**<TRANSFERRING PROVIDER>**

**AND**

**<RECEIVING PROVIDER>**

**PATIENT TRANSFER AGREEMENT**

This Patient Transfer Agreement (the “Agreement”) is made and entered into by and between <TRANSFERING PROVIDER>, the transferring provider, hereinafter referred to as “TRANSFEROR”, and <RECEIVING PROVIDER>, the receiving provider, hereinafter referred to as “RECEIVER”. (In general, both individually referred to as “Party” and collectively referred to as “Parties”.)

**RECITALS**

**WHEREAS**, TRANSFEROR and RECEIVER share a mutual desire to ensure the continuity of care and treatment appropriate to the needs of each patient in their respective institutions; and

**WHEREAS**, the purpose of this agreement is to define procedures and policies pertaining to:

1. The transfer of patients from TRANSFEROR to RECEIVER,
2. The provision of medical care by RECEIVER, and
3. The exchange and joint review of patient medical records between TRANSFEROR and RECEIVER.

**NOW, THEREFORE**, in consideration of their mutual agreements and promises, the Parties hereto agree as follows:

**TERMS**

**1. PROCEDURES AND POLICIES.**

TRANSFEROR and RECEIVER mutually agree on the procedures and policies as outlined in Exhibit A and Attachment 1 that are attached hereto and fully incorporated herein.

**2. TERM.**

The term of this Agreement shall be for a period of [redacted] year(s) from the date the last party signs this Agreement.

**3. TERMINATION.**

**3.1** This Agreement may be terminated by either Party at any time and for any reason upon at least ninety (90) days prior written notice and by ensuring the continuity of care to patients who already are involved in the transfer process. This Agreement shall automatically terminate upon the occurrence of any of the following:

- a. either Party has its license revoked or suspended;
- b. either Party is destroyed to such an extent that the patient care provided by such institution cannot be carried out adequately;
- c. either Party no longer is able to provide the services for which this Agreement is sought;
- d. either Party is in default under any of the terms of this Agreement.

**3.2** The rights and remedies of TRANSFEROR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**4. INSURANCE.**

Each Party shall maintain general and professional liability insurance with limits of at least \$1,000,000

per occurrence and \$3,000,000 in the aggregate. Certificates of insurance shall be made available upon request unless self-insured for the required coverage amounts.

**5. HOLD HARMLESS/INDEMNIFICATION.**

In connection with the obligations imposed by this Agreement, TRANSFEROR and RECEIVER shall each indemnify, defend, and hold harmless the other, including its officers, directors, agents, and employees, from and against any and all loss, damage, liability, or expense (including without limitation, reasonable attorney's fees), of any kind arising by reason of the acts or omissions of the respective Party's officers, directors, agents, employees, contractors, agents and shareholders acting alone or in collusion with others, in breach of this Agreement or applicable law. Each Party shall promptly notify the other Party hereto of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this Agreement.

**6. INDEPENDENT CONTRACTORS.**

The Parties are independent contractors who shall have no liability or objection for the acts or omissions of the other.

**7. NONEXCLUSIVE.**

Nothing in this Agreement shall be construed as limiting the rights of either Party to affiliate or contract with any other hospital or health care provider while this Agreement is in effect.

**8. PATIENT REFERRALS.**

This Agreement does not require either TRANSFEROR or RECEIVER to refer patients or enter into any other arrangement for the provision of any item or service offered for which Medicare or Medicaid payments may be made.

**9. NON-DISCRIMINATION REGARDING PATIENTS.**

Neither Party shall differentiate or discriminate in the treatment of any patient because of the patient's race, color, national origin, ancestry, religion, health status, sex, marital status, age, the source or amount of payment available, or the ability of the patients to pay for medical services.

**10. ASSIGNMENT.**

This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**11. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the undersigned Parties and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended, changed or modified except by written agreement executed by both Parties hereto.

**12. JURISDICTION/VENUE.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of

California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in either the County of San Bernardino or the County of Riverside.

**13. THIRD PARTY BENEFICIARY.**

The Parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The Parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

**14. FORCE MAJEURE.**

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

**15. NOTICE.**

All correspondences and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

**TRANSFEROR**

**RECEIVER**

Name:

[Redacted]

Name:

[Redacted]

Address:

[Redacted]

Address:

[Redacted]

[Redacted]

[Redacted]

Attention:

[Redacted]

Attention:

[Redacted]

**16. RECORDS AND DOCUMENTS.**

The Parties shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary. All such books, documents and records shall be maintained for at least five years following termination of this Agreement.

**17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).**

The Parties in this Agreement are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Parties hereto agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA. The Parties further agree that it shall be in compliance, and shall remain in compliance with the

requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as set forth below.

**TRANSFEROR**

**RECEIVER**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A****SCOPE OF WORK****A. Definition:**

RECEIVER will provide (initial appropriate boxes by each Party)

\_\_\_\_\_ high risk obstetrical consultation

\_\_\_\_\_ routine obstetrical consultation

on RECEIVER'S premises, and perform deliveries for patients enrolled in the Medi-Cal program (including the Comprehensive Prenatal Services Program (CPSP)). If high risk obstetrics are provided, upon diagnosis of high risk medical conditions (see Attachment 1), TRANSFEROR will refer patient to RECEIVER for consultation. Pending RECEIVER'S recommendations, RECEIVER will assume care for the high risk patient or may transfer the patient back to TRANSFEROR with recommendation for follow-up care. If RECEIVER does not provide high risk obstetric care, those patients will be referred to other high risk accepting obstetricians with an existing written agreement with TRANSFEROR. Uncomplicated obstetrical patients with Inland Empire Health Plan (IEHP) coverage will be transferred to RECEIVER at 28 weeks gestation for continued care and delivery based on the individual care involved. Uncomplicated obstetrical patients with other coverage will be transferred by 32 weeks for continued care and delivery based on the individual case involved.

**B. Responsibilities:**

1. Upon request by TRANSFEROR, RECEIVER will accept transfer of the patient for consultation and assume responsibility for the care of the patient if indicated.
2. The Prenatal Care Coordinator (PCC) will maintain the overall Comprehensive Care Plan. The PCC is the CPSP provider that bills the initial combined assessment or any of the initial assessment procedures using the Individualized Care Plan. This provider will inform the patient that they are the case coordinator for all CPSP services. Each provider will bill only for the services that the provider directly renders. There will be no duplicate billing of the services, and service limits as specified in regulation for an individual patient will not be exceeded.
3. Prior to transfer for continuing prenatal care to RECEIVER the patient will be given a copy of her prenatal records and instructed to bring those records to every prenatal visit where the records will be updated. The patient will be instructed to bring these records to the accepting obstetric provider and/or hospital at the time of labor and delivery. Uncomplicated postpartum patients will be referred back to TRANSFEROR for follow-up services of the patient and the newborn. Additionally, TRANSFEROR will transmit via facsimile or electronic transmission, a copy of the patient's prenatal record to RECEIVER at the time of transfer.
4. Patient will be delivered at the hospital where RECEIVER has admitting privileges. RECEIVER shall provide to TRANSFEROR and IEHP a list of hospitals where RECEIVER has admitting privileges.
5. A copy of the discharge summary for both the mother and the newborn will be forwarded to TRANSFEROR by RECEIVER. This information will be used to provide the patient with necessary information and appropriate referrals. TRANSFEROR will follow up with patients after delivery to ensure they receive postpartum services, family planning, well baby care, and Women, Infant, Children (WIC) information. The patient will be instructed to return to TRANSFEROR for the two week newborn exam and six to eight week postpartum examination for the mother.
6. RECEIVER will deliver patients and provide complete delivery information and outcome to TRANSFEROR and arrange for back-up delivery coverage in case of absences.

**C. The flow of patient information:**

1. TRANSFEROR will provide information and education related to antepartum and postpartum care for patient enrolled in Medi-Cal programs including CPSP and eligible for pregnancy related services. TRANSFEROR will provide information, education and referrals for family planning and well child care in the postpartum period.
2. TRANSFEROR will maintain malpractice insurance to cover the care provided by the TRANSFEROR. The TRANSFEROR may bill Medi-Cal on a fee for service basis (CPSP) or bill the managed care plan for the code “01” daily encounter visit with balance billing to Medi-Cal for the managed care differential (code 18).
3. RECEIVER will provide malpractice insurance coverage to render services under this Agreement. RECEIVER will bill Medi-Cal directly for their care and delivery of those patients enrolled in the Medi-Cal program.
4. All ante-partum and postpartum care will be performed according to protocols approved by the Chief of Medical Services for TRANSFEROR based on the discipline-specific standards set by the American College of Obstetrics and Gynecology.
5. In performing their duties under the agreement, both parties shall comply with the California Medi-Cal program requirements, the Comprehensive Prenatal Services Program (CPSP) requirements (California Code of Regulations, Title 22, Section 51179) when applicable, and the policies and procedures of the managed care plans, including any applicable credentialing requirements.

## Attachment 1

### High Risk Conditions

This includes all the high risk conditions in which the TRANSFEROR will transfer patients to RECEIVER but not limited to the following list:

#### Medical history and conditions:

Drug/alcohol use  
Proteinuria ( $\geq 2+$  by catheter sample, unexplained by urinary tract infection)  
Complicated pyelonephritis  
Severe systemic disease that adversely affects pregnancy

#### Obstetric history and conditions:

Blood pressure elevation (diastolic  $\geq 90$  or more than 2 visits), no proteinuria  
Suspected fetal growth restriction  
Fetal abnormality suspected by ultrasonography  
Fetal demise  
Gestational Diabetes Mellitus  
Active herpes outbreak on or after 36 weeks  
Hydramnios by ultrasonography  
Hyperemesis gravidarum  
Multiple gestation  
Oligohydramnios by ultrasonography  
Preterm labor, threatened  
Premature rupture of membranes  
Vaginal bleeding  $\geq 14$  weeks

#### Examination and laboratory findings:

Abnormal MSAFP  
Pap HGSIL, ASCUS-cannot rule out HGSIL, AGUS  
Anemia (Hct  $< 28\%$ ) not responsive to iron therapy  
Condylomata (extensive, covering labia and vaginal opening)  
HIV  
CDE (Rh) or other blood group isoimmunization (excluding ABO, Lewis)