

STEMI PATIENT TRANSFER AGREEMENT

This Transfer Agreement (“**Agreement**”) is entered into as of February 1, 2013 (“**Effective Date**”), by and among the general acute care hospitals (“**Party**” or “**Parties**”) listed in **Exhibit A** to this Agreement.

RECITALS

A. The Parties to this Agreement are licensed general acute care hospitals that are located in the County of Kern (“**County**”) and are either STEMI Receiving Centers (“**SRCs**”) or STEMI Referral Hospitals (“**SRHs**”), as defined in the Definitions below.

B. The County Board of Supervisors has adopted a STEMI System of Care Policy (“**STEMI Policy**”) developed by the County Emergency Medical Services Division (“**EMS Division**”) of the County Department of Public Health, that defines the designation of SRCs in the County and the concept of operations of the STEMI System of Care (as defined in the STEMI Policy). The STEMI Policy requires that each SRC have transfer agreements with SRHs for expedited transfers of STEMI Patients (as defined below).

C. In furtherance of the STEMI Policy, each Party, the American Heart Association, the Hospital Council of Northern and Central California (“**HCNCC**”) and the EMS Division have executed a Memorandum of Understanding (“**MOU**”) to collaborate as Mission: Lifeline System Participants in order to improve the care provided to STEMI Patients.

D. In collaboration with HCNCC, the Parties have agreed to establish this STEMI Patient Transfer Agreement in order to coordinate and expedite the timely transfer of STEMI Patients from SRHs to SRCs in accordance with this Agreement and the STEMI Policy.

DEFINITIONS

1. “**SRC**” is a STEMI Receiving Center that is a general acute care hospital in the County that has been designated by the County under the STEMI Policy.
2. “**SRH**” is a STEMI Referral Hospital that is a general acute care hospital in the County that is not designated by the County as an SRC.
3. “**STEMI Patient**” is a person presenting to an SRH who is found to meet STEMI criteria and requires hospital and physician services provided to STEMI Patients by an SRC.
4. “**STEMI Alert**” is a report notifying an SRC as early as possible that a patient at an SRH has a specific computer-interpreted cardiac rhythm indicating a STEMI.
5. “**Transferring Physician**” is the physician who is responsible for the care of a STEMI Patient at an SRH and his/her transfer to an SRC.
6. “**Receiving Physician**” is the physician on the medical staff of an SRC who accepts responsibility for the care of the STEMI Patient at the SRC.
7. “**Stabilize**” and “**Emergency Medical Condition**” have the same meanings as these terms are defined in the EMTALA regulations (42 C.F.R. §489.24) setting forth the responsibilities of hospitals in emergency cases.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Duties of SRH.** The SRH or Transferring Physician, as indicated, shall have the following duties and obligations in connection with a STEMI Patient's transfer under this Agreement:

(a) **STEMI Alert.** Upon determination that a patient meets the criteria for a STEMI Patient, the SRH or Transferring Physician shall initial a STEMI Alert in accordance with the STEMI Policy.

(b) **Transfer Authorization.** The Transferring Physician shall authorize the transfer of the STEMI Patient to the SRC, including documenting in the medical record of the STEMI Patient the reason for the transfer of the STEMI Patient to the SRC and the medical condition of the STEMI Patient at the time of transfer. The SRH and Transferring Physician shall determine that the STEMI Patient is appropriate for transfer under this Agreement in accordance with applicable Federal or State laws and regulations regarding patient transfers, the STEMI Policy and the transfer policies of the SRH.

(c) **SRC Consent to the Transfer.** The SRH or Transferring Physician shall obtain the consent of the SRC and a Receiving Physician for the transfer:

(1) The consent of the SRC will be obtained by telephone, facsimile or other electronic means, including the telephone number of the SRC set forth in **Exhibit B**, in accordance with the terms of this Agreement and the STEMI Policy.

(2) The SRH/Transferring Physician will use best efforts to provide clear, accurate communication of STEMI Patient data and clinical status, including assigning clinical personnel, as appropriate and feasible, to provide (or be immediately available to provide) information to the Receiving Physician or SRC personnel with regards to a STEMI Patient.

(3) The SRH will provide the following information to SRC personnel regarding the STEMI Patient --

- The STEMI Patient's name, gender and date of birth;
- Whether STEMI Patient is an emergency patient or an inpatient;
- A description of the STEMI Patient's clinical condition and status;
- Core clinical information (vital signs, intubation, etc.); and
- The estimated time of arrival of the STEMI Patient at the SRC.

(4) Upon request of the SRC or Receiving Hospital, the SRH or Transferring Physician will provide (orally or electronically) pertinent clinical information to the SRC and Receiving Physician regarding the STEMI Patient so long as there is no delay in implementing the transfer.

(5) The SRH or Transferring Physician will obtain the consent of the Receiving Physician, which will be facilitated and expedited by the SRC.

(6) The SRH and Transferring Physician will document in the medical record of the STEMI Patient the consent of the SRC and Receiving Physician, including the time and date and the names of the Receiving Physician and SRC representative who have respectively consented to the transfer

(d) **Insurance Information.**

(1) If the transfer is for a STEMI Patient with an Emergency Medical Condition, the Transferring Hospital will provide the SRC or Receiving Physician insurance or financial information after the SRC and Receiving Physician have accepted the STEMI Patient.

(2) If the STEMI Patient is an inpatient, the SRH will provide the SRC the STEMI Patient's insurance information (including the name and telephone number of the STEMI Patient's health plan, patient ID # or member #).

(e) **Transportation.** The SRH and Transferring Physician are responsible to arrange appropriate and safe transportation for the STEMI Patient, including designation of (i) appropriate equipment for the transfer, (ii) treatment orders during transport, and (iii) the level of professional personnel (including physicians and hospital personnel, when appropriate) who should accompany the STEMI Patient during transfer.

(1) If there is any delay in the transfer process or if the patient transport is re-directed enroute to another hospital, the SRH (if aware of the delay or diversion) will immediately notify the SRC.

(2) The SRH shall remain responsible for the STEMI Patient until he/she arrives at the SRC, at which time the responsibility for the STEMI Patient's care will shift to the SRC.

(f) **Transfer of STEMI Patient Records.** The SRH will forward (with the STEMI Patient or by electronic means) copies of those portions of the medical record of the STEMI Patient that are relevant to the transfer and continued care of the STEMI Patient, including copies of records related to the STEMI Patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided and results of tests and procedures. If all necessary and relevant medical records are not available at the time the STEMI Patient is transferred, the records will be forwarded to the SRC by the SRH as soon as possible (not to exceed four (4) hours after the transfer).

(g) **Patient Notice.** The SRH will comply with patient notice and consent requirements applicable to the transfer. The SRH will recognize the right of the STEMI Patient to make an informed refusal of consent to treatment or transfer in accordance with applicable law.

(h) **Personal Property.** The SRH will transfer the STEMI Patient's personal property (such as money and valuables) and information related to these items, or make other appropriate disposition of personal property, in accordance with its policy and procedure for the inventory and safekeeping of patient valuables.

(i) **Patient Rights/Preference.** If the STEMI Patient is an inpatient, the SRH will (i) comply with applicable contractual, statutory and regulatory obligations that might exist between the STEMI Patient and his/her health plan or designated provider; and (ii) recognize the right of the STEMI Patient to transfer to the SRC and/or physician of his/her choice.

2. **Responsibilities of the SRC.** The SRC shall have the following duties and obligations in connection with a STEMI Patient transfer under this Agreement:

(a) **Transfer Acceptance Process.** Consistent with the STEMI Policy, each SRC shall maintain a designated telephone number (e.g., Hotline) to facilitate a rapid interfacility transfer and access to a Receiving Physician for consultation with the SRH and the Transferring Physician. A list of the SRC designated telephone numbers for processing of STEMI Patient transfer requests is attached hereto as **Exhibit B.**

(b) **STEMI Patient Acceptance.** The Receiving Hospital shall accept the transfer of a STEMI Patient, and provide SRC services, in accordance with this Agreement and the STEMI Policy.

(c) **Transportation.** Upon request by the SRH, the SRC or Receiving Physician will consult with the SRH or Transferring Physician as to the transport of the STEMI Patient.

(d) **Patient Valuables.** The Receiving Hospital will maintain policies for the acknowledgement and inventory of any STEMI Patient valuables transported with the STEMI Patient.

3. **Return Transfers.**

(a) When a STEMI Patient transferred under this Agreement no longer requires the specialized services of the SRC and is stable for transfer back to the SRH, consistent with all applicable requirements under federal and state law (including STEMI Patient notice and consent requirements), the SRH shall accept the transfer back of the STEMI Patient if it has the capability to provide continuing care to the STEMI Patient, and shall make best efforts to accomplish the transfer within a maximum of forty-eight (48) hours, including, without limitation,

(1) Reserving a bed and giving the STEMI Patient priority over non-emergency admissions in order to ensure prompt placement of the STEMI Patient;

(2) Identifying a physician at the SRH who will be responsible for the STEMI Patient; and,

(3) Providing appropriate personnel, equipment and services to assist the SRC with the return transfer of the STEMI Patient.

(b) In the event the SRH is unable to accept the transfer back of the STEMI Patient within forty-eight (48) hours of the request by SRC, the Chief Executive Officer (or designee) of the SRH will promptly confer with the Chief Executive Officer (or designee) of the SRC about the reasons for the inability, and they shall develop a plan to expedite the transfer back of the STEMI Patient as promptly as possible.

(c) In order to facilitate return transfers, each Party shall establish policies and procedures to (i) identify bed availability for returning STEMI Patients; and (ii) communicate with the SRC in a timely manner in order to provide information necessary for assuring bed availability for a returning STEMI Patient.

4. **Disputes.**

(a) If a dispute arises between two Parties during the course of a pending transfer relating to the clinical status and needs of the STEMI Patient or the method of transportation, the judgment of the Transferring Physician shall take precedence solely for purposes of facilitating a timely decision and implementation of the transfer.

(b) To the extent permitted by law, the Parties to the transfer will cooperate in the mutual review of a transfer that the SRC identifies as implemented in a manner that is a possible violation of state or federal law, the STEMI Policy or this Agreement.

(c) All STEMI Patient transfers will be done on an equitable basis, without regard to financial or insurance status.

5. **Other Obligations.**

(a) Each Party shall participate in the regular multidisciplinary meetings of the STEMI QI Committee formed under the STEMI Policy.

(b) Each Party shall work together to promote public awareness activities related to the improvement of heart health in the County.

(c) Each Party shall fulfill its respective obligations under the STEMI Policy and the MOU.

6. **Independent Contractor.**

(a) The Parties are at all times independent contractors with respect to their relationship with one another, the purpose of which is to promote continuity of STEMI Patient care consistent with applicable laws and regulations. Nothing in this Agreement shall create nor be construed as creating any agency, partnership, joint venture or other corporate relationship between two or more or all of the Parties.

(b) The governing body of each Party shall have the exclusive control over its policies, management, assets and affairs. Neither Party shall assume any liability by virtue of this Agreement for any debts or obligations of either a financial or a legal nature incurred by the other Party to the Agreement. Nothing in this Agreement shall affect or interfere with the (i) bylaws, rules and regulations of a Party as they relate to medical staff membership and the clinical privileges of the members of each Party's medical staff; or (ii) the services and admission policies of each Party.

7. **Charges for Services.**

(a) Charges for services performed by a Party shall be billed and collected by the Party rendering the services directly from the STEMI Patient, third party payer or other source legally responsible for payment (including, if applicable, pursuant to Section 7(b) below). Except as set forth in Section 7(b) below, neither Party shall have any liability to the other for such charges unless mutually agreed to in writing in advance.

(b) If a Party has a legal obligation (whether imposed by statute or by contract) to provide or pay for care for a STEMI Patient who is to be transferred under this Agreement, the Party having the responsibility shall be liable for the reasonable charges of the other Party for providing medically necessary services and care.

8. **Other Conditions.**

(a) This Agreement is solely for the purpose of facilitating and expediting the transfer of STEMI Patients between the Parties, and shall supersede the terms and conditions of any other transfer agreements that may exist between any combination of the Parties as they may apply to the transfer of STEMI Patients. The obligations and terms of this Agreement shall not apply to the transfer of any patient between the Parties who is not a STEMI Patient.

(b) Nothing in this Agreement shall require any Party to transfer any patient or any number or type of patients to any other Party, or require any Party to accept any patient or any number or type of patients other than as may be required by law or other contractual obligations (such as payor agreements).

(b) This Agreement shall be non-exclusive between the Parties. Nothing in this Agreement shall be construed as limiting the rights of either Party to contract with any other health facility on a limited or general basis, or implement transfers to any general acute care hospital that is not a signatory to this Agreement.

(c) Each Party shall (i) communicate with its Medical Executive Committee, key physicians (including emergency physicians) and staff relating to the roles and responsibilities with respect to its obligations under this Agreement and the STEMI Policy; and (ii) be responsible to provide in-service training to its medical staff and personnel as to the procedures of this Agreement and its internal policies and procedures for making and accepting transfers and re-transfers of STEMI Patients.

9. **Compliance with Law.** The Parties shall comply with all applicable federal, state and local laws, regulations and ordinances, including applicable standards of The Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the parties.

(a) To the extent that any provision of this Agreement conflicts with EMTALA or state licensing laws for the provision of emergency services and care, as such laws may be amended, the provisions of EMTALA or the state licensing laws, as applicable, shall take precedence over and/or automatically supersede any inconsistent provisions of this Agreement.

(b) In the event that any provision of the STEMI Policy that relates to the terms and obligations set forth in this Agreement is amended by the County, the amendment shall be deemed to amend the applicable terms and obligations of this Agreement.

(c) Each Party shall at all times be licensed by the State Department of Public Health, and certified by the Medicare and Medi-Cal programs.

10. **Term.**

(1) **Term.** This Agreement shall be effective on the Effective Date and shall continue unless and until terminated.

(2) **Termination.** A Party may terminate its participation in this Agreement (i) at any time, without cause, upon sixty (60) days prior written notice; or (ii) immediately following the effective date of any amendment to this Agreement under Section 11 below that the Party declines to accept. Notice of termination shall be made in writing to the HCNCC Regional Vice President (Fresno Office), who shall notify all other Parties as to the termination notice and its effective date.

11. **Amendments.** This Agreement may be amended at any time by a written agreement approved and signed by a majority of the then Parties hereto. Nothing in this Agreement shall prevent any Party from entering a separate agreement with another Party for a specific patient transfer between the two Parties.

12. **Miscellaneous.**

(a) **Notice.** Any notice required or permitted by this Agreement shall be effective and shall be deemed delivered upon placing in the mail, by certified or registered mail, postage prepaid, or upon personal delivery to the address or addresses set forth in **Exhibit A** hereto.

(b) **Invalid Provision.** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not part of this Agreement.

(c) **Maintenance of Records.** Each Party shall maintain all documentation relating to transfers under this Agreement, including transfer requests, acceptances and denials, for a minimum period of five (5) years from the date of the request for a transfer.

(d) **Name Use.** Neither Party shall use the name of the other Party in any promotional or advertising material without the expressed written consent of the other Party. This Agreement shall not constitute an endorsement by either Party of the other Party, and it shall not be so used.

(e) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

(f) **Liability Insurance.** Each Party shall maintain general and professional liability insurance with coverage limits in amounts which are usual and customary for similar health facilities in California in size, complexity and scope of services. Each Party shall give the other Party at least 30 days prior written notice of any proposed reduction or cancellation of such insurance coverage, and shall provide to the other Party evidence of the above described insurance policy or policies upon request.

(g) **Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party, its directors, officers, employees and agents from any and all liabilities, claims, damages, losses, reasonable attorney's fees, and other reasonable costs of defense (including costs incurred prior to commencement of a lawsuit) resulting solely from or attributable solely to acts or omissions of the indemnifying Party or any of its agents in the performance of this Agreement.

(h) **Assignment and Delegation.** Neither Party hereto shall assign or transfer this Agreement, in whole or in part, or any its rights duties, or obligations under this Agreement, without the prior written consent of the other Party hereto.

(i) **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EXHIBIT A

LIST AND SIGNATURES OF PARTIES

HOSPITALS

STEMI RECEIVING HOSPITALS (SRCs)

Bakersfield Heart Hospital

3001 Sillect Avenue
Bakersfield, California 93308-6337
Randall H. Rolfe, President

Bakersfield Memorial Hospital

420 34th Street
Bakersfield, California 93301-2298
Jon Van Boening, President and CEO

San Joaquin Community Hospital

2615 Chester Avenue
Bakersfield, California 93301-2014
W. Brent Soper, Chief Financial Officer

STEMI REFERRAL HOSPITALS (SRHs)

Delano Regional Medical Center

1401 Garces Highway
Delano, California 93215-3690
Bahram Ghaffari, Executive Director

Kern Medical Center

1700 Mount Vernon Avenue
Bakersfield, California 93306-4018
Paul J. Hensler, Chief Executive Officer

Kern Valley Healthcare District

6412 Laurel Avenue
Lake Isabella, California 93240-9529
Timothy E. McGlew, Chief Executive Officer

Mercy Hospitals of Bakersfield

2215 Truxtun Avenue
Bakersfield, California 93301-3698
Russell V. Judd, President

Ridgecrest Regional Hospital

1081 North China Lake Boulevard

Ridgecrest, California 93555-3130

James A. Suver, Chief Executive Officer

Tehachapi Valley Healthcare District

115 West E Street

Tehachapi, California 93561-1607

Alan J. Burgess, FACHE, CFAAMA, Chief Executive Officer

EXHIBIT B

DESIGNATED SRC STEMI TELEPHONE LIST FOR TRANSFERS

	Hotline	Fax
Bakersfield Heart Hospital	661-316-6060	661-852-6376
Bakersfield Memorial Hospital	800-654-7373	661-861-0953
San Joaquin Community Hospital	661-869-6210	661-869-6971