

PATIENT TRANSFER AGREEMENT

This Agreement is between LUBBOCK COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY MEDICAL CENTER ("UMC"), 602 Indiana Avenue, Lubbock, Lubbock County, Texas 79415 and REEVES COUNTY HOSPITAL DISTRICT d/b/a REEVES COUNTY HOSPITAL, 2323 Texas Street, Pecos, Reeves County, Texas 79772.

The Parties to this Agreement have determined this Agreement will promote good patient care through the expeditious transfer of patients between their facilities.

Furthermore, the Parties desire to comply with federal and state law with regard to the transfer of patients between facilities. All references in this document to "TAC" shall mean the Texas Administrative Code.

Therefore, in consideration of the mutual covenants and agreements of the Agreement, the Parties agree as follows:

1. **Term.** This Agreement shall begin on the 15th day of September 2017. This Agreement shall continue until terminated by the Parties or a Party. This Agreement may be terminated by mutual agreement of the Parties. Either Party may terminate this Agreement by giving the other Party at least thirty days prior written notice. This Agreement will terminate automatically and immediately if either Party fails to maintain its license or certification. In the event this Agreement is terminated for any reason, the Parties agree to meet their obligations to any patients who are already involved in the transfer process on the date the Agreement terminates.
2. **Non-discrimination.** The transfer or receipt of a patient will not be predicated upon arbitrary, capricious, or unreasonable discrimination based upon race, religion, national origin, age, sex, physical condition, economic status, insurance status or ability to pay. (25 TAC 133.61(b)(1); 133.44(c)(1)).
3. **Transfer of Patients Who Have Emergency Medical Conditions.**
 - 3.1 If a patient at a facility has an emergency medical condition which has not been stabilized, or when stabilization of the patient's vital signs is not possible because the facility or emergency treatment area does not have the appropriate equipment or personnel to correct the underlying process, evaluation and treatment shall be performed and transfer shall be carried out as quickly as possible. (25 TAC 133.61(b)(2); 133.44(c)(6)(A)).
 - 3.2 A facility may not transfer a patient with an emergency medical condition which has not been stabilized unless:
 - a. the individual (or a legally responsible person acting on the individual's behalf), after being informed of the facility's obligations under this section and of the risk of transfer, requests the transfer, in writing and indicates the reasons for

the request, as well as that he or she is aware of the risks and benefits of the transfer;

- b. a physician has signed a certification, which includes a summary of the risks and benefits, that, based on the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another facility outweigh the increased risks to the patient and, in the case of labor, to the unborn child from effecting the transfer; or
- c. If the physician who made the determination to transfer a patient with an emergency condition is not physically present in the emergency treatment area at the time of transfer, a qualified medical person may sign a certification described in (b) above after consultation with the physician. The physician shall countersign the physician certification within a reasonable period of time. (25 TAC 133.44(b)(2); 133.44(c)(6)(B)).

4. Mandated and Designated Providers.

4.1 The Parties shall recognize and comply with the requirements of the Indigent Health Care and Treatment Act, Tex. Health & Safety Code, §§61.030-61.032 and §61.057-61.059 (Mandated Providers) as those requirements may apply to a patient. A "Mandated Provider" is a person or entity who provides health care services, is selected by a county, public hospital, a hospital district, or any other entity to provide health care services to eligible residents. (25 TAC 133.61(b)(3); 133.44(a)(2); 133.44(b)(8)).

4.2 The Parties shall acknowledge contractual obligations and comply with statutory or regulatory obligations which may exist concerning a patient and a designated provider. A "designated provider" is a provider of health care services, selected by a health maintenance organization, a self-insured business corporation, a beneficial society, the Veterans Administration, CHAMPUS, a business corporation, an employee organization, a county, a public hospital, a hospital district, or any other entity to provide health care services to a patient with whom the entity has a contractual, statutory, or regulatory relationship that creates an obligation for the entity to provide the services to the patient. (25 TAC 133.44(b)(9); 133.44(a)(1)).

5. **Patient Choice.** The Parties shall recognize the right of an individual to request a transfer into the care of a physician and a facility of the individual's own choosing. (25 TAC 133.61(b)(4); 133.44(b)(11)).

6. Physician Duties and Standard of Care.

6.1 The facility's transferring physician shall determine and order life support measures which are medically appropriate to stabilize the patient prior to transfer and to sustain the patient during transfer. (25 TAC 133.61(b)(5); 133.44(c)(7)(A)).

6.2 The transferring physician shall determine and order the utilization of appropriate personnel and equipment for the transfer. (25 TAC 133.61(b)(5); 133.44(c)(7)(B)).

- 6.3 In determining the use of medically appropriate life support measures, personnel, and equipment, the transferring physician shall exercise that degree of care which a reasonable and prudent physician exercising ordinary care in the same or similar locality would use for the transfer. *(25 TAC 133.61(b)(5); 133.44(c)(7)(C)).*
- 6.4 Prior to each patient transfer, the physician who authorizes the transfer shall personally examine and evaluate the patient to determine the patient's medical needs and to ensure that the proper transfer procedures are used.
- a. However, after receiving a report on the patient's condition from the facility's registered nurse, physician assistant, or other qualified medical personnel by telephone or radio, if the physician on-call determines that an immediate transfer of the patient is medically appropriate and that the time required to conduct a personal examination and evaluation of a patient will unnecessarily delay the transfer to the detriment of the patient, the physician on-call may order the transfer by telephone or radio.
 - b. Physician orders for a transfer of a patient which are issued by telephone or radio shall be reduced to writing in the patient's medical record, signed by the registered nurse, physician assistant or other qualified medical personnel, and countersigned by the physician authorizing the transfer as soon as possible.
 - c. Patient transfers resulting from physician orders issued by telephone or radio shall be subject to automatic review by the transferring facility's medical staff.

(25 TAC 133.61(b)(5); 133.44(c)(7); 133.44(b)(4)).

7. Medical Record.

- 7.1 A copy of those portions of the patient's medical record which are available and relevant to the transfer and to the continuing care of the patient shall be forwarded to the receiving physician and receiving facility with the patient. If all necessary medical records for the continued care of the patient are not available at the time the patient is transferred, the records shall be forwarded to the receiving physician and facility as soon as possible. *(25 TAC 133.61(b)(6); 133.44(c)(9)(A)).*
- 7.2 The medical record shall contain at a minimum:
- a. a brief description of the patient's medical history and physical examination;
 - b. a working diagnosis and recorded observations of physical assessment of the patient's condition at the time of transfer;
 - c. the reason for the transfer;
 - d. the results of all diagnostic tests, such as laboratory tests;

- e. pertinent X-ray films and reports; and
- f. any other pertinent information.

(25 TAC 133.61(b)(6); 133.44(c)(9)(B)).

8. Memorandum of Transfer.

8.1 A memorandum of transfer shall be completed for every patient who is transferred. *(25 TAC 133.61(b)(6); 133.44(c)(10)(A)).*

8.2 The memorandum shall contain the following information:

- a. the patient's full name, if known;
- b. the patient's race, religion, national origin, age, sex, physical handicap, if known;
- c. the patient's address and next of kin, address, and phone number, if known;
- d. the names, telephone numbers and addresses of the transferring and receiving physicians;
- e. the names, addresses, and telephone numbers of the transferring and receiving facilities;
- f. the time and date on which the patient first presented or was presented to the transferring physician and transferring facility;
- g. the time and date on which the transferring physician secured a receiving physician;
- h. the name, date, and time facility administration was contacted in the receiving facility;
- i. signature, time, and title of the transferring facility administration who contacted the receiving facility;
- j. the certification required to be signed by the physician (Paragraph 3.2(b) above), if applicable (the certification may be part of the memorandum of transfer form or may be on a separate form attached to the memorandum of transfer form);
- k. the time and date on which the receiving physician assumed responsibility for the patient;
- l. the time and date on which the patient arrived at the receiving facility;

- m. signature and date of receiving facility administration;
- n. type of vehicle and company used;
- o. type of equipment and personnel needed in transfers;
- p. name and city of facility to which patient was transported;
- q. diagnosis by transferring physician; and,
- r. attachments by transferring hospital.

(25 TAC 133.61(b)(6); 133.44(c)(10)(B)).

- 8.3** The receipt of the memorandum of transfer shall be acknowledged in writing by the receiving hospital administration and receiving physician. A copy of the memorandum of transfer shall be retained by the transferring and receiving hospitals. The memorandum shall be filed separately from the patient's medical record and in a manner which will facilitate its inspection by the department. All memorandum of transfer forms filed separately shall be retained for five years. A copy of the memorandum of transfer may also be filed with the patient's medical record. *(25 TAC 133.44(c)(10)(C), (D)).*
- 9. Capacity.** The receiving facility agrees to accept the transfer of patients needing a higher level of care not available at the transferring facility if beds, appropriate facilities, services, and staff necessary to treat the patients, are available. UMC provides "specialized emergency services," meaning Neonatal Intensive Care Unit, Neonatal ECMO, burn unit, high-risk obstetrics, and Level One Trauma Service.
- 10. Transfer Back to Transferring Facility.** The transferring facility agrees to accept the patient in return within 24 hours of being notified that the patient's physician has made a determination that the particular service initially prompting the transfer is no longer required, subject to the availability of a bed, appropriate facilities, services, and staff necessary to continue care of the patient.
- 11. Charges.** Charges for services performed by either facility pursuant to this Agreement shall be collected by the facility rendering such services directly from the patient, third party payors, or other sources normally billed by the facility. Neither Party shall have any liability to the other for such charges except to the extent that such liabilities would exist separate and apart from this Agreement. The transferring facility shall provide to the receiving facility any information available regarding the patient's coverage or eligibility under a third party coverage plan, Medicare, Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.
- 12. General Provisions.**


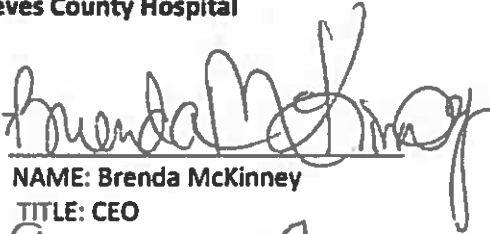
- 12.1 Amendment.** This Agreement may be amended by the mutual agreement of the Parties. Any amendment must be in writing and signed by both Parties. Before the amendment is implemented, the Parties shall submit the proposed Amendment to the Department of State Health Services for review and approval.
- 12.2 Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 12.3 Notices.** Any and all notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by certified mail, return receipt requested.
- 12.4 Entire Agreement.** This Agreement supersedes all previous contracts, and constitutes the entire agreement between the Parties respecting the subject matter herein.
- 12.5 Access to Records.** The Parties agree that until the expiration of six years after the furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary"), the United States Comptroller General, or the Texas Department of State Health Services, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General, the Texas Department of State Health Services, and their representatives to the related organization's books and records.
- 12.6 Confidentiality.** To provide the services under this Agreement, the Parties shall have access to and prepare records containing confidential patient information. The Parties shall: (1) use the records only for the purpose of providing services under this Agreement; (2) protect the confidentiality of patient information in compliance with all state and federal laws regarding the confidentiality of patient records; and, (3) take reasonable precautions to prevent any unauthorized disclosure of records provided or prepared under the terms of this Agreement.
- 12.7 NOTICE REGARDING REFERRALS.** It is understood that the choice of services and the choice of service suppliers that each Party makes on behalf of patients must be, and will be, made only with regard to the best interests of patients themselves. It is acknowledged that any consideration received by a Party under this Agreement in no way requires, and in no way is contingent upon, the admission, recommendation, referral or any other form of arrangement by a Party for utilization by patients or others of any items or service offered by the other Party.
- 12.8 Compliance.** The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance,

except for records that are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

12.9 **Certification.** Each Party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or any governmental program by any federal department or agency or by the State of Texas.

12.10 **Exclusion Lists Screening.** The Parties shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the screening Party shall immediately notify the other Party of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

12.11 **Authority.** Each person signing this Agreement hereby represents that he or she is authorized to enter into this Agreement by the Party for which he or she is signing.

Lubbock County Hospital District, d/b/a University Medical Center	Facility: Reeves County Hospital District d/b/a Reeves County Hospital
	
By: Signed Wednesday, September 13, 2017 Mark Funderburk Executive Vice President	By: _____ NAME: Brenda McKinney TITLE: CEO
Date: _____	Date: <u>9-12-2017</u>