

EMSC PEDIATRIC INTER-FACILITY TRANSFER AGREEMENT TEMPLATE

This agreement is made and entered into by and between HOSPITAL NAME, CITY, STATE, (hereinafter called “HOSPITAL”) and receiving specialty center, (hereinafter called “CENTER”):

WHEREAS, both HOSPITAL and CENTER desire by means of this Agreement, to assist physicians and the parties hereto in the treatment of pediatric trauma and medical patients; and whereas the parties specifically wish to facilitate: (a) the timely transfer of patients and information necessary or useful in the care and treatment of patients transferred, (b) the continuity of the care and treatment appropriate to the needs of patients, and (c) the utilization of knowledge and other resources of both facilities in a coordinated and cooperative manner to improve the professional health care of pediatric patients.

WHEREAS both HOSPITAL and CENTER agree to comply with the requirements of applicable federal, state and local statutes and regulations, licensing and certification requirements and the requirements of accreditation agencies including but not limited to the Emergency Medical Treatment and Active Labor Act of 1986; the Health Insurance Portability and Accountability Act of 1996 and the Joint Commission of Accreditation for Healthcare Organizations.

IT IS, THEREFORE, AGREED by and between the parties as follows:

1. **PATIENT TRANSFER:** The need for transfer of a patient from HOSPITAL to CENTER shall be determined and recommended by the patient’s attending physician in such physician’s own medical judgment. When a transfer is recommended as medically appropriate, a patient at HOSPITAL shall be transferred and admitted to CENTER as promptly as possible under the circumstances, provided that beds and other appropriate resources are available. Acceptance of the patient by CENTER will be made pursuant to admission policies and procedures of CENTER.
2. HOSPITAL agrees that it shall:
 - a. Notify CENTER as far in advance as possible of transfer of a transfer patient.
 - b. Transfer to CENTER the personal effects, including money and valuables and information relating to same.
 - c. Make every effort within its resources to stabilize the patient to avoid all immediate threats to life and limbs. If stabilization is not possible, HOSPITAL shall either establish that the transfer is the result of an informed written request of the patient or his or her legal guardian or shall have obtained a written certification from a physician or other qualified medical person in consultation with a physician that the medical benefits expected from the transfer outweigh the increased risk of transfer.
 - d. Affect the transfer to CENTER through qualified personnel and appropriate transportation equipment, including the use of necessary and medically appropriate life support measures.

3. HOSPITAL agrees to transmit with each patient at the time of transfer, or in the case of emergency, as promptly as possible thereafter, pertinent medical information and records necessary to continue the patient's treatment and to provide identifying and other information.
4. CENTER agrees to state where the patient is to be delivered and agrees to provide information about the type of resources it has available.
5. Bills incurred with respect to services preformed by either party to the Agreement shall be collected by the party rendering such services directly from the patient, including the patient's third party payers as applicable, and neither party shall have any liability to the other for such charges.
6. This agreement shall be effective from the date of execution and shall continue in effect indefinitely. Either party may terminate this agreement on thirty (30) days notice in writing to the other party. If either party shall have its license to operate revoked by the state, this Agreement shall terminate on the date such revocation becomes effective.
7. Each party to the Agreement shall be responsible for its own acts and omissions and those of their employees and contractors and shall not be responsible for the acts and omissions of the other institution.
8. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any hospital or nursing home on either a limited or general basis while this agreement is in effect.
9. Neither party shall use the name of the other in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the party whose name is to be used.
10. This agreement shall be governed by the laws of the State of Minnesota.
11. This Agreement may be modified or amended from time to time by mutual agreement of the parties, and any such modification or amendment shall be attached to and become part of the Agreement.