

# PATIENT TRANSFER AGREEMENT

Patient Information		
Name:		Date of Birth:
Alias/Additional names:		
Diagnosis:		
Reason for Transfer:		Requested Date of Transfer:
Anticipated Return Date:	Payor:	ID Number:
Transferring Facility Information	– CHECK	IF Facility is a hospital: Facility
Physician:		_Patient Account Number:
Contact Name:	_Title:	Phone Number:
Authorization number for transfer to Jackson County Memorial Hospital:		
Date/Time Authorization for transfer initiated with Payor:		

This Transfer Agreement ("Agreement") is between Jackson County Memorial Hospital,

JCMH, ("Receiving Hospital") and \_\_\_\_\_\_("Transferring Facility"). By signing below, the Transferring Facility hereby affirms and /or agrees that the following conditions are met:

#### PATIENT TRANSFERS

1. The Transferring Facility shall make a concerted effort to transfer the patient as soon as is practical, and JCMH agrees to accept the patient, provided that all applicable conditions for transfer and admission are met and appropriate facilities and qualified personnel are available to accommodate and provide care to meet the patient's needs. If the Transferring Facility is a hospital and the patient to be transferred has an "emergency medical condition" as defined at 42 U.S.C. §1395dd-(e)(1) of the Emergency Medical Treatment and Active Labor Act ("EMTALA"), the Transferring Facility agrees to provide medical treatment within the capabilities of its emergency department prior to transfer in an effort to stabilize the patient and to minimize the risks to the health of the patient (or an unborn child if the patient is a woman in active labor) during transfer.

2. The Transferring Facility must receive confirmation from JCMH that it can accept the patient. The purpose of the advance notice is to determine if JCMH has available space and qualified personnel to treat the patient. A patient shall only be transferred to JCMH upon the written order of the patient's attending physician.



3. The Transferring Facility shall have responsibility for obtaining written consent from the patient, or the legally responsible person acting on the patient's behalf, prior to the transfer. If such consent is not possible, written consent from the patient's physician shall be obtained by the Transferring Facility. If the physician's consent is not possible, the physician's order for transfer shall indicate that the transfer is required on an emergency basis.

4. The Transferring Facility shall be responsible for making all transfers both to and, if applicable from JCMH, by ground or air, with qualified personnel and any transportation equipment medically necessary for safe patient transfer, dependent on patient's condition and related to the therapy used. In all patient transfers from the Transferring Facility to JCMH, the Transferring Facility shall be solely responsible for, and shall indemnify and hold JCMH harmless from, any and all injuries, damages or losses to the patient or the patient's personal property arising out of or in any way connected with any actions or activities occurring at any time during transfer of the patient from the Transferring Facility until the patient enters JCMH's building, and in non-emergency cases, JCMH's authorized personnel accept responsibility for such patient; provided however, that the Transferring Facility shall not be obligated to indemnify or hold harmless JCMH against any actions or failures of JCMH, or its employees or agents. The Transferring Facility shall make arrangements for transferring with the patient, or in the case of an emergency, as soon as is practicable after the patient's transfer, appropriate and necessary personal property of the patient.

5. The Transferring Facility shall be responsible for obtaining any required preadmission certification.

6. The Transferring Facility shall be responsible for including with each patient at the time of transfer a complete copy of that patient's medical record, subject to patient authorization of release of such record or other applicable law authorizing or requiring such release.

7. Charges for services performed by either party under this Agreement shall be billed and collected by the party rendering the services. Transportation both to and, if applicable, from JCMH must be made by the Transferring Facility with no obligation on the part of JCMH. Such collection shall come directly from the patient, third-party payors or other sources normally billed by that party, and 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.

8. The Transferring Facility agrees to accept the patient in return within twenty-four (24) hours of being notified that the determination has been made by the patient's JCMH physician that the condition of the transferred patient has stabilized and the particular expertise, test, or service initially prompting the transfer, has been completed or is no longer required. JCMH will furnish the Transferring Facility with medical records related to the treatment and services provided while the patient was at JCMH. If Transferring Facility is unable to, or unwilling to, accept the transfer back within twenty-four (24) hours after being notified, the Transferring Facility shall reimburse JCMH at a rate of fifty percent (50%) of JCMH's billed charges.



### IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

\_the Effective Date.

(Date)

### **RECEIVING HOSPITAL**

Jackson County Memorial Hospital 1200 E Pecan St Altus, OK 73521

By:

Authorized JCMH Employee Sign & Date

## TRANSFERRING FACILITY

Name:\_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip:\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: