

## SAINTS 1<sup>st</sup> PATIENT TRANSFER AGREEMENT

*Mangum Regional Medical Center  
SSM Health*

This SAINTS 1<sup>st</sup> PATIENT TRANSFER AGREEMENT (“Agreement”) is effective \_\_\_\_\_, 2024 (“Effective Date”), by and between **Mangum Regional Medical Center** (“OPERATOR”), and SSM Health Care of Oklahoma, Inc., an Oklahoma nonprofit corporation, d/b/a **SSM Health** (“HOSPITAL”). HOSPITAL and OPERATOR are also referred to throughout the body of this agreement as the “Transferring Facility” and the “Receiving Facility.”

WHEREAS, the HOSPITAL is a licensed acute care hospital; WHEREAS, the OPERATOR is a licensed acute care hospital;

WHEREAS, HOSPITAL operates the *Saints 1<sup>st</sup> Patient Transfer Program* which OPERATOR desires to contract with according to the terms as set forth hereunder;

WHEREAS, the *Saints 1<sup>st</sup> Patient Transfer Program* is a one call direct admission or ER transfer program which provides a 30-minute guarantee for all patients that OPERATOR has deemed requiring a higher level of care than OPERATOR can provide; and

WHEREAS, the HOSPITAL and OPERATOR have agreed that it is in the best interest of patient care and would promote the optimum use of patient care resources to enter into a patient transfer agreement between the facilities.

THEREFORE, it is understood and agreed upon by the parties hereto as follows:

1. **Purpose.**

This Agreement is intended to facilitate the decision-making process and transfer of patients between the HOSPITAL and OPERATOR. The criteria listed in Section 3.2 represent circumstances under which a patient may benefit from a transfer between the facilities. Although these criteria may represent the usual and customary practices of the HOSPITAL and OPERATOR for transferring patients, the ultimate authority and responsibility for a decision to transfer a patient rests with a patient’s attending physician and shall be made on a case-by-case basis.

2. **Term.**

The term of this Agreement shall commence on the Effective Date and will automatically renew unless terminated as provided herein.

2.1 Either facility may terminate this Agreement at any time without cause by providing the other facility with at least thirty (30) days prior written notice; provided, however, that each facility promises to carry out its obligations under this Agreement incurred prior to the termination of the Agreement and to ensure the continuity of care to any patient already in the process of being transferred between the facilities.

2.2 Either facility may terminate this Agreement immediately if: (a) the other party breaches this Agreement and such breach is not cured within thirty (30) days (“Cure Period”) after receipt by the breaching party of written notice of such breach. Notwithstanding the foregoing, if the breach is cured within the Cure Period but the breaching party commits the same or a substantially similar breach following expiration of the Cure Period, then the

non-breaching party may immediately terminate this Agreement without affording any further Cure Period.; (b) either facility is destroyed to such an extent that the patient care provided by the facility cannot be carried out adequately; (c) either facility loses its license or accreditation; or (d) either facility is no longer able to provide the services for which this Agreement was executed.

- 2.3 In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement, expressly including any Medicare payment regulation, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively "Change in Law") materially affects or materially impacts upon the reasonable expectations of HOSPITAL under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of HOSPITAL to perform its obligations under this Agreement, then HOSPITAL may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties agree to negotiate in good faith an amendment which preserves the original reasonable expectation of the parties to the extent possible in a manner consistent with the Change in Law. If no such amendment can be agreed upon in the reasonable opinion of either party within sixty (60) days of receipt of such notice, then HOSPITAL may terminate this Agreement upon an additional sixty (60) days written notice.

### 3. **Patient Transfer.**

#### 3.1 Patient Transfer Consultation Procedures.

The attending physician of a patient shall determine whether it is appropriate for the patient to be transferred from the transferring facility to the receiving facility. When an attending physician determines that there is a need to transfer a patient from the transferring facility to the receiving facility, emergency department staff, in conjunction with the attending physician where appropriate, shall contact the receiving facility's Transfer Center, a one call center that is staffed 24/7 by clinical personnel for patient transfers, to initiate the patient's transfer. The transferring facility's emergency department staff must obtain oral consent from a representative at the receiving facility prior to initiating transfer of the patient to the receiving facility. All transfers shall be documented in accordance with the respective facility's policies. The facilities shall adopt protocols for follow-up procedures for patients transferred from the transferring facility to the receiving facility to ensure a continuum of quality medical care.

#### 3.2 Patient Transfer Guidelines.

The specific circumstances under which the transferring facility shall transfer a patient or patients to the receiving facility are detailed on Exhibit A, which is attached hereto and incorporated herein.

The Hospitalist Group at HOSPITAL will be immediately available (within 15 minutes of initial call) via telephone or other electronic means, twenty-four (24) hours a day, through HOSPITAL Transfer Center to provide coordination of care for emergent stroke patients. The Hospitalist Group will at all times have immediate access to a physician board certified, board eligible or residency trained in Neurology. The services defined include providing instructions for the initiation of appropriate therapy and/or patient transfer to HOSPITAL, as defined by HOSPITAL Stroke Program Transfer Protocols. Stroke Transfer

Protocols are detailed on Exhibit B, attached hereto and incorporated herein.

3.3 Consent to Transfer.

The transferring facility shall be responsible for obtaining appropriate consent from a patient prior to initiating transfer of the patient from the transferring facility to the receiving facility.

3.4 Patient Transport.

Unless other arrangements are made with the receiving facility, the transferring facility shall arrange for the transportation of the patient being transferred from the transferring facility to the receiving facility, including selection of the mode of transportation (including but not limited to ambulance, air, stretcher, private vehicle, etc.) that provides appropriate health care practitioner(s) to accompany the patient. Patient shall be responsible for the cost associated with such transportation from the emergency room, and either patient or transferring facility shall be responsible for the cost associated with such transportation if the patient is a swing patient or acute patient being moved from OPERATOR to HOSPITAL, through HOSPITAL's case management department and the patient's attending physician. The receiving facility's responsibility for the patient's care shall begin when the patient is received at the receiving facility.

3.5 Information to Accompany Transferred Patients.

At the time a patient is transferred from the transferring facility to the receiving facility, the transferring facility shall send a copy of the patient's entire medical record with the patient, including evidence that the patient was transferred promptly and safely, and the physician's order authorizing the transfer of the patient. If any part of the patient's medical record is not available at the time of transfer, the transferring facility agrees to send the documents to the receiving facility as soon as they become available to the transferring facility.

3.6 Return of Patients.

The receiving facility agrees to transfer any patient transferred to its facility from the transferring facility, back to the transferring facility, if appropriate, and with the consent of the patient, when the special care capabilities at the receiving facility are no longer medically required by the patient. Such transfers will only be made upon approval from HOSPITAL's case management department and the patient's attending physician. Patient shall be responsible for the cost associated with such transportation from the emergency room, and either patient or transferring facility shall be responsible for the cost associated with such transportation if the patient is a swing patient or acute patient being moved from HOSPITAL to OPERATOR, through OPERATOR's case management department and the patient's attending physician.

3.7 Patient's Ability to Pay.

A patient's ability to pay for medical care shall not be a factor considered when determining the appropriateness of a patient transfer.

4. **Provision of Information to Each Institution.**

4.1 Each facility shall provide the other facility with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the facilities. The receiving facility shall state specifically where transferred patients are to be delivered at its facility. The facilities agree to provide to each other information about new services and any changes in the type of patients and health conditions the receiving facility will accept, and the transferring facility will transfer.

4.2 Provide, as requested by the HOSPITAL, a copy of the OPERATOR's medical records of the patient or other communication of information necessary or useful in the care and treatment of the patient transferred, such as concerns regarding patient stabilization or treatment (either prior to or after transfer), patient outcomes (to the extent permitted by applicable law); to address such patient's care program or plan either at the HOSPITAL, or another facility to facilitate the patient's continuity of and quality of care.

5. **Payment for Services.**

Each facility shall be responsible for collecting payment for medical services rendered at its respective facility and by its staff. Neither party shall be liable to the other for such charges.

6. **Independent Contractor Status.**

For purposes of this Agreement, HOSPITAL and OPERATOR are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent or master/servant relationship. The OPERATOR hereby releases the HOSPITAL, and shall protect, defend, indemnify, reimburse and hold harmless the HOSPITAL, from and against any and all claims that the HOSPITAL is responsible for the payment or filing of any withholdings, contributions, taxes, documents or returns, including, but not limited to, employee benefit program payments, Social Security, retirement, sick leave, vacation pay, disability, health and unemployment benefits arising out of the terms of the Agreement.

7. **Insurance and Indemnity.**

HOSPITAL and OPERATOR shall maintain general liability insurance coverage on an occurrence basis with minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. HOSPITAL and OPERATOR shall maintain professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for all claims. HOSPITAL and OPERATOR shall, after expiration or termination of this Agreement for any reason, continue such professional liability coverage, either through commercial insurance policy(ies) or self-insurance, for claims arising out of the acts or omissions of HOSPITAL or OPERATOR, its employees and agents occurring during the term of this Agreement, provided such alleged acts or omissions occurred while HOSPITAL and OPERATOR were acting within the scope of the Agreement with limits in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. HOSPITAL and OPERATOR shall maintain worker's compensation coverage equal to statutory limits. HOSPITAL may self-insure.

Each facility shall provide to the other party a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

Each facility agrees to indemnify and hold harmless the other party, its directors, officers, employees and agents from and against any and all claims, costs, expenses (including reasonable attorneys' fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of the indemnifying party, its directors, officers, employees and agents, except to the extent caused by the negligence of the other party or its directors, officers, employees or agents.

8. **Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Oklahoma, without application of choice of laws rules.

9. **Amendment.**

This Agreement may not be amended or modified except by a subsequent written agreement between duly authorized representatives of the HOSPITAL and the OPERATOR.

10. **Notice.**

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to Hospital:                   SSM Health  
  Attn: Contracts  
  12800 Corporate Hill Drive  
  St. Louis, MO 63131  
  Email: ContractNotices@ssmhealth.com

If to OPERATOR:               Mangum Regional Medical Center  
  Attn: Administrator  
  1 Wickersham Drive  
  Mangum, OK 73354  
  Email: kmartinez@chmcok.com

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

11. **Binding Agreement.**

This Agreement shall be binding upon the successors or assigns of the parties hereto.

12. **Entire Agreement.**

This Agreement constitutes the entire agreement between the HOSPITAL and the OPERATOR with respect to the subject matter hereof and supersedes all prior proposals, negotiations, representations, drafts and other communications between the HOSPITAL and the OPERATOR with respect to the subject matter hereof, whether oral or written.

13. **Confidentiality.**

During the term of this Agreement and thereafter, HOSPITAL and OPERATOR and their employees and representatives shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal or state law, including but not limited to patient records and peer review and utilization review documents; the terms of this Agreement (except that HOSPITAL may disclose pricing terms to its group purchasing organization(s) and others provided such recipients agree to keep the information confidential); and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party. OPERATOR agrees to use data encryption technology, firewalls, laptop cable locks, and other security devices to protect the confidentiality of HOSPITAL's information.

14. **Counterparts, Facsimile, or Electronic Signature.**

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

15. **Severability.**

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.

16. **No Waiver.**

The failure of OPERATOR or HOSPITAL to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

17. **Hiring of Employees.**

The parties agrees that for so long as this Agreement remains in effect and for one (1) year following termination of this Agreement, the parties will not directly or indirectly solicit any employee or former employee of the other party, or its affiliated subcontractors who is working or has worked at the other party during the term of this Agreement without the prior written approval of the other party.

18. **Use of Name.**

HOSPITAL shall have the right to use the name of OPERATOR in any promotional or advertising materials promoting the *Saints 1<sup>st</sup> Patient Transfer Program*, unless at any time during

the term of this Agreement, OPERATOR provides HOSPITAL with thirty (30) days prior written notice of its desire to opt out of HOSPITAL's use of OPERATOR's name in promotional or advertising materials promoting the *Saints 1<sup>st</sup> Patient Transfer Program*.

**[Remainder of Page Intentionally Left Blank – Signature Page to Follow]**

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

OPERATOR:

HOSPITAL:

**Mangum Regional Medical Center**

**SSM Health Care of Oklahoma, Inc., d/b/a SSM Health**

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

Name: Carson Vanzant  
Title: Board Chairman  
Address: 1 Wickersham Drive  
Mangum, OK 73354  
Email: thevanzantgroup@gmail.com

Date: \_\_\_\_\_

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

Name: Joe Hodges  
Title: Regional President/CEO  
SSM Health Care of Oklahoma, Inc.  
Address: 1000 N. Lee Avenue  
Oklahoma City, OK 73102

Date: \_\_\_\_\_



**EXHIBIT A**

**PATIENT TRANSFER GUIDELINES**

1. Evacuating patients pursuant to an internal disaster;
2. Transferring patients to another hospital for specialty care;
3. Transferring patients to another hospital due to an unavailable bed at the facility; or
4. Any other type of patient transfer agreed upon by the parties.

**EXHIBIT B**  
**SSM Health Saints 1<sup>st</sup>**  
**Emergency Services “Code Stroke” Protocol/Algorithm**

### Recognize & Evaluate for Stroke Symptoms

- Numbness or weakness (face, arm, leg – especially one side)
- Sudden confusion, trouble speaking or understanding
- Sudden vision changes (trouble seeing in one or both eyes)
- Sudden changes in balance or coordination
- Sudden severe headache (with no apparent cause)

### Checklist before Calling

- Last Known Well Time \_\_\_\_\_
- NIHSS \_\_\_\_\_
- STAT CT
- INR if Patient is on Coumadin \_\_\_\_\_
- List of Oral Anticoagulants
- FSBS \_\_\_\_\_

Call 911

### EMS Information

- Symptoms suggestive of stroke (use BEFAST)
- Identified last known well time/onset of symptoms < 24 hrs
- Obtain report from EMS provider & estimated arrival
- Priority transfer to nearest Acute Stroke Ready Hospital
- Call **CODE STROKE**

Patient Presents to ED

### ED Triage Physician/Nurse Assessment

- Stabilize patient, initial assessment by team
- Immediate triage for suspected stroke using **B.E. F.A.S.T.** method
- Establish time last known well/onset of stroke symptoms < 24 hrs
- Call **CODE STROKE**
- Coordinate immediate transfer to CT
- Start Inclusion/Exclusion criteria checklist

**CALL SAINTS 1<sup>ST</sup> LINE**  
1(877)246-8708

**\*\*\*Ensure CCU Hold Bed\*\*\***

**Go Directly to STAT CT Scan**  
**Obtain Lab Draw**

### ED Physician

- Complete patient evaluation & history
- Obtain STAT CT of brain without contrast – **send image to SSM Health Care of Oklahoma, Inc. d/b/a SSM Health**
- Complete Inclusion/Exclusion checklist for thrombolytic
- Discuss care options with patient/family
- Consult Saints 1<sup>st</sup> Stroke Hospitalist on call

### RN Assessment

- Vital signs, neuro checks Q1 hour x 4 unless ordered otherwise
- Initiate ED Code Stroke orders
- Perform baseline NIH Stroke Scale and document score
- Perform FSBS, obtain weight, peripheral IV
- Ensure patient remains NPO
- Manage Blood Pressure

**CT Results Obtained**  
**Physician-Patient-Family Treatment Plan**

### If Patient Excluded

Reason for not administering tPA **MUST** be documented by physician (*Joint Commission/ PSC Core Requirement*)

### CT NEGATIVE

**Symptoms ≤ 4.5 hours = IV-tPA candidate**

- Maintain target BP (<185/110 mmHg)
- Use Thrombolytic Therapy in Acute Stroke

**Consider endovascular approach on anyone w/ onset < 24hours**

**\*\*Any stroke patient transferred from Saints 1<sup>st</sup> Program <24 hrs last known well will be ED to ED transfer.**

### CT HEMORRHAGE

Intracranial and Subarachnoid Hemorrhage

- Aggressively manage blood pressure
- HOB at 30 degrees
- Maintain NPO

Subarachnoid Hemorrhage

- Low stimulation protocol – no loud noises, no IM injections, minimal stimulation, restrict visitation, darken room, no per rectum meds
- **\*\*Any stroke patient transferred from Saints 1<sup>st</sup> Program with acute hemorrhage will be ED to ED transfer.**