



SNF Transfer Agreements

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2017 Fall Education Symposium

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Types of Transfer Agreements

- Hospital Transfer Agreement
(care needs cannot be met at SNF)
- Disaster/Emergency Transfer Agreement
(environmental needs cannot be met by SNF)



Acute Hospital Transfer Agreement

- Applicable when a patient needs a higher level of care in a hospital
 - Medical appropriateness creates the need for transfer
- Agreement with at least two (2) hospitals
 - State: 22 CCR § 72519 requires written transfer agreements with “other nearby health facilities”
 - Federal: 42 CFR § 483.70(j) and 42 USC § 1395x(l) require written transfer agreement with “one or more hospitals”
- SNFs are often asked to sign hospital’s agreement



Disaster/Emergency Transfer Agreement

- 42 CFR § 483.73 requires LTC facilities to maintain emergency preparedness (EP) programs
 - transfer arrangements with “other LTC facilities and other providers” are one of many requirements for EP plans
 - Purpose of agreement is for alternate SNF care,
 - not higher level of acute care



Disaster/Emergency Transfer Agreement

- In anticipation of a facility or community-wide disaster or emergency
 - Changes in the environment have created the need for transfer at either:
 - individual facility level; or
 - community-wide level)
 - SNF patients do not need a higher level of care, but do need to be housed in a different facility
- Need agreements with both nearby and distant SNFs



Hospital Transfer Agreements: Key Provisions

- Length: 2 pages to 8 pages
- Purpose:
 - Transfer when deemed medically necessary (at least two hospitals)
 - Transfer during facility or community emergency
 - May include hospital if willing, but must include disaster/emergency transfer agreement provisions
- General provisions
 - Transfer based on patient's needs, not patient's ability to pay
 - Be careful that terminology fits actual usage
 - Include a statement of compliance with all state and local legal requirements



Hospital Transfer Agreements: Key Provisions

- Responsibility of Transferring Facility
 - Process to request or notify of transfer; confirm availability with hospital
 - Provide “complete and accurate patient information, in sufficient detail to provide for continuity of care” (22 CCR § 72519(a))
 - Patient medications, condition, observation of symptoms, treatment provided, test results, health care decision maker
 - Consent/Notification/Discharge Notice
 - Arrange for transfer or storage of patient’s belongings and personal effects



Hospital Transfer Agreements: Key Provisions

- Responsibilities of Receiving Facility
 - Respond to transfer request within agreed-upon time
 - Bed hold
 - Patient valuables: establish an inventory policy
 - Responsible for returning patients following emergency or medical reason for transfer
- Return Transfer Obligations:
 - Resident is stable
 - Physician's order for transfer
 - Confirm receiving facility (SNF) can provide adequate care
 - See 22 CCR § 72515



Hospital Transfer Agreements: Key Provisions

- Billing
 - Patient/Third-party payor is responsible for payment for care received from each facility
 - Each facility is responsible for billing and collecting for its own payment for services it rendered to the patient, unless otherwise agreed in writing that one facility pays the other.
- Indemnification and Insurance
 - Responsible for own negligence; each side must indemnify the other for negligence or wrongful conduct
 - Both parties will maintain comprehensive general and professional liability insurance of (\$1M) per occurrence and (\$3M) aggregate



Hospital Transfer Agreements: Key Provisions

- Amending the agreement
 - Written consent of both parties
- Term of agreement
 - Renewed automatically unless terminated
- Terminating the agreement
 - Without cause with 90 days written notice
 - Notification (and termination) immediately if:
 - Facility closes, or discontinues certain services
 - Loses license, or deemed ineligible to participate in Medi-Cal or Medicare programs



Disaster/Emergency Transfer Agreements: Key Provisions

- Length: 2 pages to 8 pages
- Purpose:
 - Transfer during facility or community-wide emergency
 - Group SNF Agreements?
- Use precise terminology
- Include statements of legal compliance



Disaster/Emergency Transfer Agreements: Key Provisions

- Responsibility of transferring facility
 - Process to request or notify of transfer
 - Provide number of patients, their diagnoses, medications and physicians' orders (see 22 CCR § 72519(a))



Disaster/Emergency Transfer Agreements: Key Provisions

- Responsibility of receiving facility
 - Track destination of all patients transferred out and notify patient's family and attending physician
- Define how the following will occur and which party is responsible for each item:
 - Transportation when emergency occurs
 - Return following emergency
 - Billing and payment
- Indemnification and insurance



Disaster/Emergency Transfer Agreements: Key Provisions

- Amending the agreement
- Term of agreement
 - Reviewed annually (see 42 CFR § 483.73(a))
- Terminating the agreement
 - Termination without cause provision
 - Notification (and termination) immediately if:
 - Facility closes, or experiences material change in capability
 - Loses license, or deemed ineligible to participate in Medi-Cal or Medicare programs



Thank you for your time and attention!

Note: This class is intended to provide general information only. For specific legal advice applicable to your individual circumstances, please consult an attorney. No attorney-client relationship with the firm Tyler & Wilson is intended or created by this presentation.

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