

**NEBRASKA CRITICAL ACCESS HOSPITAL PROGRAM
MEDICARE RURAL HOSPITAL FLEXIBILITY PROGRAM**

SAMPLE NETWORK AGREEMENT

THIS NETWORK AGREEMENT, (Agreement), entered into this _____ day of _____, by _____, and _____, a Critical Access Hospital (CAH), collectively referred to as the parties.

WHEREAS, the purpose of the Nebraska Critical Access Hospital Program is to create options for redesigning the health care delivery system to cope with and prosper in the rural health environment;

WHEREAS, the CAH and _____ wish to maintain and promote the availability of a range of high-quality and cost-effective healthcare services in the CAH's service area and to assure the delivery of those healthcare services at a level most appropriate to a patient's identified need;

WHEREAS, the CAH and _____ are forming this rural network in compliance with the requirements outlined in the Nebraska Rural Health Plan for the Critical Access Hospital Program and the published regulations for the Medicare Rural Hospital Flexibility Program established under the Balanced Budget Act of 1997;

WHEREAS, the CAH and _____ desire to enhance the continuity of healthcare delivery among all levels of care needed by patients in the CAH service area by entering into this Network Agreement to formalize the parties' understanding concerning the transfer and referral of patients on a non-exclusive basis between their respective facilities, to address what communications systems are or will be used between their facilities and the manner and methods involved in the transportation of patients between the parties or other referral centers under emergency and non-emergency situations. This Agreement also contains the parties' understanding regarding arrangements for quality assurance and credentialing.

NOW, THEREFORE, in consideration of the following mutual covenants, the CAH and _____ agree as follows:

I. PATIENT REFERRAL AND TRANSFERS:

Patient Transfers. To comply with the requirements of Public Law 105-33, § 4201, the CAH will identify for transfer, patients that require services that are not offered by the CAH. Such patients will be transferred to _____ or to another hospital that provides the needed services. _____ is required to accept the patients referred by CAH; however, this requirement is no greater than that required

by the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd, (EMTALA/COBRA) .

Referral Protocols. The decision to transfer or refer between the parties' facilities shall be in accord with the established policies and procedures of the transferring facility. The transfer or referral protocol shall be initiated and followed by the patient's attending physician, the emergency room physician on-duty, or the physician assistant or nurse practitioner, in consultation with the supervising physician, as the case may be, in determining whether a transfer should be made.

Prior Consultations. The referring practitioner will determine if a telephone or other consultation with the potential attending physician is appropriate prior to transfer. Records from the transferring facility will be transmitted to the receiving facility as needed for purposes of the consultation. If a prior consultation between the referring physician and receiving physician is not appropriate or necessary, the referring physician will contact the receiving physician prior to transfer and will provide the receiving physician copies of clinical information appropriate to the patient and the patient's course of treatment.

Effecting Transfers. The parties agree to abide by the requirements of EMTALA/COBRA in effecting transfers between the two facilities. Consequently, EMTALA/COBRA's requirements for obtaining patient consents, prior notice and acceptance of the transfer by the receiving facility, records to be transmitted, and other requirements for effecting appropriate transfers shall be followed.

Transfers to Other Facilities. The parties recognize that at times _____ may be unable to accept a patient via transfer from the CAH. Consistent with EMTALA/COBRA, _____ may refuse to accept a patient whose transfer has been requested. After consultation with a _____ physician, a decision may be made by the referring physician to transfer the patient to another facility. The referring physician will contact another facility to provide the required care to the patient and will follow the policies and protocols of the transferring facility.

Communication After Transfer and During and After Hospitalization. Following transfer to _____, _____ agrees to send the CAH notice that the patient has been admitted and a confirmation as to the physician who is attending the patient. During a transferred patient's hospitalization, the attending physician will provide updates to the referring physician concerning the patient's diagnosis, treatment, and disposition.

If the patient is transferred to another facility for treatment other than to the CAH, _____ will contact the CAH. To the extent possible, patients from the CAH's community whose care needs can be provided by the CAH will be offered the opportunity to return to CAH for such services;

At the time of discharge, the attending physician will send a copy of the Discharge Summary to the referring physician in a timely manner.

Communications from _____ to the CAH concerning patients transferred back to the CAH or who have not been prior patients of the CAH but are being referred for swing-bed or long term care at the CAH shall be in accordance with the requirements of EMTALA/COBRA and to ensure continuity of care.

Other communications between the facilities shall be as mutually agreed by the parties.

Evaluation of Transfer Process. The quality of healthcare at the CAH and _____ is monitored through established quality assurance plans of both facilities. The parties agree to evaluate the effectiveness of the transfer process through their established quality assurance plans.

II. EMERGENCY AND NON-EMERGENCY TRANSPORTATION:

Emergency Transfers. The CAH and _____ seek to provide patients with immediate access to emergency treatment, and, if advanced or specialized care is required, to provide a mechanism to deliver such available care. Policies and protocols for emergency transfers have been established on the local level (the Emergency Medical System Plan (EMS Plan)). This plan will be followed for all emergency transfers to or from the CAH, and for those emergency transfers between the CAH and _____.

Decision-making and Appropriate Care. The transferring physician or practitioner at the CAH or _____ will make the decision about the means of transfer for a patient based on the clinical condition of the patient, whether by private car, public transportation, ground ambulance, or air ambulance service consistent with the EMS Plan and EMTALA/COBRA.

Notification of CAH Personnel. In the event the CAH is closed, the CAH and its personnel shall be notified of emergency patient arrival in accord with the local EMS Plan.

III. COMMUNICATION SYSTEMS:

The facilities agree that they may utilize the following technologies for purposes of transmitting patient information and other data between their two facilities:

and other technologies as agreed by the parties. The policies and protocols of the respective facilities as amended from time to time specify the personnel responsible at each facility for the operation of the equipment involved in the technologies listed above. All voice telephonic or radio communications between the facilities shall be documented by the parties in a communications log and in the medical record as appropriate, and hard copies of all transmissions by facsimile, electronic medical record, and/or other technologies shall be retained in the patient's medical record to ensure proper documentation of the parties' communications. Additionally, a back-up plan in the event of failure of the primary communications system shall be established and agreed to by the CAH and _____.

IV. CREDENTIALING:

Credentialing. The CAH has established an integrated medical staff credentialing process to support the it's governing body in carrying out its responsibilities in granting privileges to physicians and mid-level practitioners practicing at the CAH. This integrated credentialing process is intended to provide objective oversight to the credentialing process in place at CAH. This will be accomplished by: (select one option only)

OPTION I: The CAH has an outside Agreement with _____, a Credentials Verification Organization (CVO), to provide credentials verification services. Credentials verification documentation shall be provided by _____ to the medical staff of the CAH concerning an application for privileges. The CAH's medical staff will make a recommendation concerning applications for privileges to the CAH's governing Board, taking into consideration any relevant analysis provided by _____.

OPTION II: The CAH and _____ hereby enter into a Credentialing Agreement for purposes of providing credentials verification oversight. This will involve an analysis by the appropriate personnel at _____ of the CAH's credentialing process. This process results in the verification of credentials by the CAH for determination of privileges which can be afforded at the facility. Credentialing process overview documentation shall be provided by _____ to the CAH for purposes of evaluating its credentialing process.

Unless otherwise agreed, CAH and _____ agree that each facility shall continue to credential members of its own medical staff and mid-level practitioners in accord with each facility's respective medical staff bylaws and rules and regulations subject to the control and supervision of each facility's governing body. No joint credentialing process, for purposes of establishing joint or cross medical staff

membership or privileges or for purposes of joint credentialing of mid-level practitioners is intended by this Agreement unless otherwise agreed by the parties.

V. QUALITY ASSURANCE:

Quality Assurance. CAH currently has in place an established, facility-wide quality assurance plan (“QA Plan”) that is implemented under the supervision of the CAH’s administration. The CAH’s governing board is ultimately responsible for the QA process within the CAH facility. The responsibility of CAH’s governing body in the quality assurance process, the methods used to address confidentiality concerns, and the methods by which participation in the CAH quality assurance program is periodically evaluated shall be as set forth in the CAH’s QA Plan.

Members of CAH’s medical staff, mid-level practitioners, nursing staff, and administration participate in implementing the QA Plan. The parties agree that _____, through participating members of its medical staff or other personnel designated by _____, shall meet with the CAH’s QA representatives no less than on a semi-annual basis to provide objective oversight and assistance to the CAH in reviewing the quality and appropriateness of the diagnosis and treatment furnished by CAH’s doctors of medicine or osteopathy and to assist the CAH to implement its QA Plan, to review findings under the CAH’s QA Plan, and to propose improvement plans and/or recommend corrective action.

This team, consisting of QA representatives from each facility (“Joint QA Team”), will discuss ongoing quality issues related to transfers of patients between the two facilities, and will support the overall QA activities of the CAH. Recommendations from the Joint QA Team will be channeled through the existing CAH QA process for further action as appropriate. As necessary, and upon request of QA representatives of the CAH, the CAH’s Medical Staff, the CAH’s Administrator/CEO, or the CAH’s governing body, peer review assistance will be provided by _____ the peer review organization currently under contract with the CAH for this service.

VI. OTHER PROVISIONS:

Term. This Agreement shall be effective on _____ and shall continue for a period of one year, and thereafter it shall be renewed automatically for successive one- (1) year terms, unless sooner terminated as provided below.

Liability. Each facility shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other.

Termination. This Agreement may be terminated by either party for any reason, by giving thirty (30) days’ written notice of its intention to withdraw from this Agreement, and by ensuring the continuity of care to patients who already are involved in the transfer

process. To this end, the terminating party will be required to meet its commitments under the Agreement to all patients for whom the other party has begun the transfer process in good faith.

This Agreement shall be terminated immediately upon the occurrence of any of the following: (1) if patient care provided by either facility cannot be carried out adequately; (2) if either facility loses its license or accreditation; (3) if either facility is no longer able to provide the service for which this Agreement was sought; (4) if either facility is in default under any of the terms of this Agreement.

Amendment. This Agreement may be amended at any time in a writing signed by the parties. The parties agree to amend this Agreement as necessary to respond to changes in and to assure continuing compliance by them with Medicare, Title XVIII of the Social Security Act, 42 U. S. C. § 1395 et seq. or Medicaid, Title XIX of the Social Security Act, 42 U.S.C. § 1396 et seq., and any applicable rules and regulations, or general instructions issued pursuant to the authority granted in such laws, the adoption of new state or federal legislation, regulations, or guidance, or a change in any other third party payer system.

Governing Law. This Agreement shall be governed and construed in accordance with the laws of Nebraska. The parties intend that the provisions of this Agreement be interpreted consistent with Public Law 105-33, the Medicare Rural Hospital Flexibility Program, and with EMTALA/COBRA, § 42 U.S.C. § 1395dd.

Assignment. This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.

IN WITNESS WHEREOF, the CAH and _____ have caused this Agreement to be executed as of the date first written above.

Signed:

for the Critical Access Hospital (CAH)

for the _____ Hospital

Last Revision: May 8, 2000