

GENERIC PATIENT TRANSFER AGREEMENT #1

TRANSFER AGREEMENT BETWEEN _____ HOSPITAL And _____ HOSPITAL

THIS AGREEMENT effective as of _____, 20012 is entered into by and between _____ **Hospital** and _____ (hereinafter referred to as "**Hospital**").

WHEREAS, both parties desire, by means of this Agreement, to facilitate the timely transfer of patients and information necessary and/or useful in the care and treatment of transferred patients; and to insure the continuity and quality of care and treatment appropriate to the needs of patients at _____ **HOSPITAL** and/or _____ **Hospital** by utilizing the knowledge and resources of both parties in a coordinated and cooperative effort.

NOW THEREFORE, in consideration of the mutual advantages accruing to the parties hereto and their respective patients and in consideration of the mutual covenants hereinafter set forth, the parties, with the intention to be legally bound, agree as follows:

I. Conditions of Transfer

Each party agrees to exercise its best efforts to provide for the admission of any patient transferred from the other facility provided that:

- A. A licensed physician who is a member of the medical staff of either party has designated that such transfer is medically appropriate.
- B. All conditions and requirements of admission to the admitting facility are met, including confirmation of acceptance of the patient.
- C. Adequate bed space is available in the admitting facility to accommodate the patient.
- D. The transferring facility has received confirmation from the admitting facility that the admitting facility will accept the patient.

II. Admission Priorities

The parties agree that they and members of their medical staffs (referring physicians) will abide by the following notification procedures when patients are transferred:

- A. Under non-emergent circumstances, the referring physician shall contact the prospective attending physician at the admitting facility, who in turn will contact the admissions department of the admitting facility. The admissions department shall then contact the transferring facility when an appropriate bed for the transferring

patient becomes available. All reasonable efforts will be made by the admitting facility to obtain an appropriate bed within its facility as soon as possible.

- B. In the event of any emergency admission, where the life or health of the patient would be seriously jeopardized by any delay in the transfer, the referring physician and/or transferring facility shall notify the prospective attending physician and/or his or her representative and the admissions department of the admitting facility of the impending transfer.

III. Transfer

- A. The transferring facility agrees to:

- 1) Arrange for and carry out appropriate transportation of the patient to the admitting facility, including selection of the mode of transport and providing appropriate health practitioner(s) to accompany the patient unless the admitting facility specifically undertakes to accept the patient at the transferring facility and to transport the patient to its facility;
- 2) Complete and forward to the admitting facility, at the time of transfer an approved transfer record form;
- 3) Transfer with the patient the personal effects and provide documentation of presence or absence of personal items on the medical record/valuables sheet; including a notation if given to patient, family member or placed in hospital safe;
- 4) Transmit with each patient at the time of transfer, or as promptly as reasonable thereafter, copies of the patient's medical record or an abstract of pertinent medical and other records necessary for identification of the patient and continuation of uninterrupted and proper treatment. Such medical and other information should include where applicable:
 - a) history of the injury or illness;
 - b) current medical findings;
 - c) diagnosis;
 - d) laboratory and radiology findings, including copies of radiological films, where appropriate;
 - e) rehabilitation potential;
 - f) brief summary of the courses of treatment followed up to the time of transfer including medications given and route of administration, fluids given, by type and volume;
 - g) physician's orders for diet and medical;
 - h) nursing information useful in the care of the patient;
 - i) patient's third party billing data;
 - j) pertinent administrative information as required; and
 - k) current next-of-kin information.

- 5) Obtain the consent to transfer from the patient's legally authorized representative, except in emergency situations where the delay to obtain such consent would seriously jeopardize the patient's life or health.

B. The admitting facility agrees to:

- 1.) Assume responsibility for the patient's care, including providing full inpatient, outpatient and emergency services as appropriate, upon admission of the transferred patient to the admitting facility or acceptance of the patient by the admitting facility at the transferring facility; and
- 2.) Acknowledge on such forms as may be provided by the transferring facility, receipt of the patient's effects and medical records.

IV. Payment for Services

The patient is primarily responsible for payment for care received at the institution and, prior to transfer, (in non-emergent cases), the patient should be required to acknowledge the obligation to pay for such at the receiving institution. Each institution shall be responsible only for collecting its own payment for services rendered to the patient. No clause of this Agreement shall be interpreted to authorize either institution to look to the other to pay for services rendered to a patient transferred by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement.

V. Compliance

Each institution shall comply with all applicable federal, state and local laws, and all requirements imposed by, or pursuant to the regulations of the Department of Health and Human Services and any other applicable governmental agency.

VI. Insurance

Each institution represents that it currently meets and will maintain the insurance requirements set forth below for the duration of this agreement and that either party will upon written request provide to the other written verification that:

- A. It qualifies and has been designated as a "Health Care Provider" under their respective state laws _____.
- B. It has professional liability insurance or adequate self-insurance, in limits as prescribed by their respective applicable state laws.
- C. That all members of its medical staff are covered by professional liability insurance in limits as prescribed by their respective state laws.

- D. That all of its employees who may be involved in the transfer of patients are covered by adequate and reasonable limits of workers' compensation, health, and motor vehicle insurance in accordance with their respective state laws.

VII. Indemnification

- A. _____ **Hospital** agrees that it shall defend, indemnify and hold harmless _____ **Hospital**, its officers, directors, agents, and employees from and against any and all costs, demands, liabilities, settlements or verdicts, including reasonable attorneys fees, arising out of any claim, demand, action or suit brought by, on behalf of or as a derivative action of any transfer patient or other person for any damages, injuries, or death to persons or property arising out of or in connection with (i) _____ **Hospital** performance or failure to perform its duties hereunder; or (ii) any act or omission of _____ **Hospital**, its agents or employees which occurred prior to the admission or acceptance by _____ **Hospital** of any patient transferred from _____ **Hospital**.
- B. _____ **Hospital** agrees that it shall defend, indemnify and hold harmless _____ **Hospital**, its officers, directors, agents and employees from and against any and all costs, demands, liabilities, settlements, or verdicts, including reasonable attorneys' fees, arising out of any claim, demand action or suit brought by, on behalf of or as a derivative action of any transfer patient or other person for any damages, injuries or death to persons or property arising out of or in connection with (i) _____ **Hospital's** performance or failure to perform its duties hereunder; or (ii) any act or omission of _____ **Hospital**, its agents or employees, which occurred prior to the admission or acceptance by _____ **Hospital** of any patient transferred from _____ **Hospital**.

VIII. Confidentiality of Medical Records

All reasonable efforts will be made by both parties to preserve the confidential nature of the patient's medical records and to safeguard the rights of the patients as to medical and/or other privileged information contained within said records in accordance with applicable state and federal laws and regulations.

IX. Duration and Termination of Agreement

The Agreement shall continue in effect indefinitely, except that either party may terminate this Agreement by giving sixty (60) days' notice in writing to the other party of its intention to terminate. Termination shall be effective at the end of the sixty (60) days' notice period. However, if either party shall have its license to operate revoked or suspended by the State or be placed on probation by any government licensing agency or accrediting body, then the affected party shall immediately notify the other hospital, and this Agreement shall terminate as of the date such revocation or probation becomes effective.

X. Modification of Agreement

This Agreement may be modified or amended from time to time by mutual written agreement of the parties and any such modification or amendments shall be attached to and become part of this Agreement.

XI. Autonomy of Institutions

Each party to this Agreement is an independent contractor and shall have exclusive control over the policies, management, assets and affairs of its respective institution. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party. Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or master-servant relationship between the parties, their agents, employees or representatives.

XII. Non-exclusivity

Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital, nursing home or other health care entity or organization on either a limited or a general basis while this Agreement is in effect.

XIII. Non-Discrimination

Both parties attest that they are an equal opportunity employer that offers employment without regard to race, color, religious creed, disability, ancestry, national or ethnic origin, age, sex, or veteran status. This agreement shall be construed and carried out in a non-discriminatory manner without regard to race, color, religious creed, disability, ancestry, national or ethnic origin, age, sex, veteran status or ability to pay.

XIII. Miscellaneous

- A. Each party agrees to provide to the other, upon request, any information deemed important by the requesting party to determine if the other party is able to provide the necessary facilities, care and/or treatment for a particular patient, group of patients or types of patients.
- B. Neither party shall use the name of the other in any promotional or advertising material without the written approval of the other party.
- C. Any communication required herein shall be in writing addressed as follows:
 - 1) Any notice to _____**Hospital:**

Executive Vice President and Chief Nurse, Patient Care Operations or designee
_____Hospital (receiving institution)

Contact information including address, phone and email contacts.

And

_____Hospital (referring facility)
Contact information including address, phone and email contacts

2) Any notice to **Hospital**:

Attention: _____

And

Attention: _____

- D. No patient, physician, payor or other third party is intended to be a third party beneficiary under this Agreement and no action to enforce the terms of this Agreement may be brought against any party by any person who is not a party to this Agreement.
- E. Neither party may transfer, assign, pledge or delegate any or all of its duties or interest in this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- F. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the parties.
- G. This Agreement and any Addendum and Exhibits constitute the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter and supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter.
- H. No waiver of any term or condition of this agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
- I. In the event any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue or to be

binding upon the parties in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

- J. The headings above the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision; they are not to be used in construing this Agreement.
- K. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be governed and construed in accordance with the laws of Pennsylvania. Any dispute arising from this Agreement shall be brought in the state or federal courts located in Pittsburgh, Pennsylvania.

IN WITNESS WHEREOF, the parties cause this Agreement to be duly executed by their authorized representatives.

_____ **HOSPITAL**

Name President

Title

Witness

Witness