

PATIENT TRANSFER AGREEMENT BETWEEN

THIS PATIENT TRANSFER AGREEMENT, hereinafter referred to as "Agreement", made and entered into this ___ day of September, , by and between I hereinafter referred to as "DGH" or "Institution", and hereinafter referred to as "SMMC" or "Institution".

WITNESSETH

THAT WHEREAS, both I and are non-profit organizations that operate respective hospitals that provide access to patient care for the residents of its service area and surrounding areas; and

WHEREAS, each facility has occasion from time to time to transfer its patients from its own facility to the other facility for various reasons; and

WHEREAS, and have determined that it would be in the best interest of patient care and it would promote the optimum use of facilities to enter into a transfer agreement for transfer of patients between the respective institutions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DGH and SMMC agree as follows:

1. **Term.** This Agreement shall commence on the day and year first above written and shall continue for a period of one (1) year, and thereafter it shall be renewed automatically for successive periods of one (1) year, unless sooner terminated as herein provided.

2. **Purpose of Agreement.** Each Institution agrees to transfer to the other Institution and to receive from the other Institution patients in need of the care provided by their respective Institutions for the purpose of providing improved patient care and continuity of patient care.

3. **Patient Transfer.** The need for transfer of a patient from one Institution to the other shall be determined by the patient's attending physician. When such a determination has been made, the transferring Institution shall immediately notify the receiving Institution of the impending transfer. The receiving Institution agrees to admit the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate the patient. Prior to moving the patient, the transferring Institution must receive confirmation from the receiving Institution that it can accept the patient.

4. **Provision of Information to Each Institution.** Each Institution shall provide the other Institution with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients on behalf of the receiving Institution. Each receiving Institution shall state specifically where transferring patients are to be delivered at its premises. The Institutions agree to provide to each other information about the type of resources available to offer services and the type of patients and health conditions that the receiving Institution will accept.

5. **Patient Records and Personal Effects.** Each of the Institutions agrees to adopt standard forms for medical and administrative information to accompany the patient from one Institution to the other. The information shall include, when appropriate, the following:

- A. Patient's name, address, hospital number, age, and name, address and telephone number of the next of kin;
- B. Patient's third party billing data;
- C. History of the injury or illness;
- D. Condition on admission;
- E. Vital signs pre-hospital, during stay in emergency department, and at time of transfer;
- F. Treatment provided to patient, including medications given and route of administration;
- G. Laboratory and x-ray findings, including films;
- H. Fluids given, by type and volume;
- I. Name, address, and phone number of physician referring patient;
- J. Name of physician in receiving Institution to who patient is to be transferred; and
- K. Name of physician at receiving Institution who has been contacted about patient.

Each Institution agrees to supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at the receiving Institution. In addition, each institution agrees to adopt a standard form to inventory a patient's personal effects and valuables that shall accompany the patient during transfer. The records described above shall be placed in the custody of the person in charge of the transporting medium who shall sign a receipt for the medical records and the patient's valuables and personal effects and in turn shall obtain a receipt from the receiving Institution when it receives the records and the patient's valuables and personal effects.

6. **Transfer Consent.** The transferring Institution shall have responsibility for obtaining the patient's consent to the transfer to the other Institution prior to the transfer, if the patient is competent. If the patient is not competent, the transferring Institution shall obtain a family member's consent; if such consent is not possible, the consent of the patient's physician shall be obtained by the transferring Institution.

7. **Payment for Services.** The patient is primarily responsible for payment for care received at either Institution and, prior to transfer, the patient should be required, if competent, to acknowledge the obligation to pay for such care 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 Institution 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.

8. **Transportation of Patient.** The transferring Institution shall have responsibility for arranging transportation of the patient to the other Institution, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient. The receiving Institution's responsibility for the patient's care shall begin when the patient is admitted, either as an inpatient or an outpatient, to that Institution.

9. **Advertising and Public Relations.** Neither Institution shall use the name of the other Institution in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both Institutions shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each Institution shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

10. **Independent Contractor Status.** Both Institutions are independent contractors. Neither Institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Institution, nor shall it in any way alter the control of the management, assets, and affairs of the respective Institutions. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

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

12. **Termination.**

A. **Voluntary 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 the 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.

B. **Involuntary Termination.** This Agreement shall be terminated immediately upon the occurrence of any of the following:

1. Either Institution is destroyed to such an extent that the patient care provided by such Institution cannot be carried out adequately;
2. Either Institution loses its license or accreditation;
3. Either Institution no longer is able to provide the service for which this Agreement was sought;
4. Either Institution is in default under any of the terms of this Agreement.

13. **Nonwaiver.** 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.

14. **Governing Law.** This Agreement is made and entered into in the State of Washington and shall be governed and construed in accordance with the laws of Washington.

15. **Notice.** Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the party to this Agreement to whom notice is given.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

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

18. **Authorization for Agreement.** The execution and performance of this agreement by each Institution has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each Institution in accordance with its terms.

19. **Headings.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, or expand express provisions of this Agreement.

20. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, _____ and _____ have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

By _____
President

By _____
President