

## TRANSFER AGREEMENT

This Agreement is between **COVENANT HEALTH SYSTEM** and **REEVES COUNTY HOSPITAL DISTRICT**, Pecos, Texas.

The Parties to this Agreement have determined this Agreement will promote good patient care through the expeditious transfer of patients between their facilities.

Furthermore, the Parties desire to comply with federal and state law with regard to the transfer of patients between facilities.

Therefore, in consideration of the mutual covenants and agreements of this Agreement, the Parties agree as follows:

### I. Term

1.1 This Agreement shall be for one (1) year beginning on the 1st day of November 1999.

1.2 The Agreement shall be automatically renewed each year for an additional one (1) year term unless terminated as otherwise provided in this Agreement.

### II. General Responsibilities

2.1 The transfer or receipt of a patient will not be predicated upon arbitrary, capricious, or unreasonable discrimination based upon race, religion, national origin, age, sex, physical condition, or economic status. The transfer or receipt of patients in need of emergency care shall not be based upon the patient's inability to pay for services rendered by either Party.

2.2 The Parties recognize the right of a patient to request transfer into the care of a physician and hospital of the patient's own choosing.

2.3 The Parties recognize and will comply with the requirements of the Indigent Health Care and Treatment Act (Chap. 61, Texas Health and Safety Code) relating to the transfer of patient to mandated providers as those requirements may apply.

2.4 Covenant Health System, agrees to accept the transfer of patients if beds, appropriate facilities, services, and staff necessary to treat the patients are available.

### III. Responsibilities of the Transferring Facility

3.1 The transferring facility shall notify the receiving facility prior to transfer of the patient and the patient's personal effects. The Transferring facility shall:

- a. provide medically appropriate life support measures which a reasonable and prudent physician in this or similar locality exercising ordinary care would use to stabilize the patient prior to transfer and to sustain the patient during transfer;

b. provide appropriate personnel and equipment which a reasonable and prudent physician in this or similar locality exercising ordinary care would use for the transfer; and

c. consider the availability of appropriate facilities, services, and staff for providing care to the patient.

3.3 The transferring facility shall provide to the receiving facility a copy of those portions of the patient's medical records which are available and relevant to the transfer and to the continuing care of the patient. If all necessary medical records for the continued care of the patient and are not available at the time the patient is transferred, the transferring facility will forward those records to the receiving facility as soon as possible.

3.4 The transferring facility shall complete and forward a memorandum of Transfer form to the receiving facility.

3.5 The transferring facility shall provide to the receiving facility any information available regarding the patient's coverage or eligibility under a third party coverage plan, Medicare, Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.

3.6 The hospital may not transfer a patient with an emergency medical condition which has not been stabilized unless:

(A) the patient or a legally responsible person acting on the patient's behalf, after being informed of the hospital's obligations under this section and of the risk of transfer, in writing requests transfer to another hospital;

(B) a licensed physician has signed a certification, which includes a summary of the risks and benefits, that, based on the information available at the time of transfer, in writing requests transfer to another hospital;

(c) if a licensed physician is not physically present in the emergency department at the time a patient is transferred, a qualified medical person has signed a certification described in subparagraph (B) of this paragraph after licensed physician, in consultation with the person, has made the determination described in subparagraph (b) of this paragraph and subsequently countersigns the certificate.

3.7 The transferring facility shall provide for the return transfer of patients who are to be readmitted to Reeves County Hospital when requested by the patient or transferring facility when care is no longer necessary by the receiving facility. The transferring facility shall accomplish such transfers in a medically appropriate manner.

#### **IV. Responsibilities of the Receiving Facility**

4.1 The receiving facility shall provide as promptly as possible to the transferring facility information regarding the availability of beds, appropriate facilities, services, and staff necessary to treat the patient. The receiving facility shall provide as promptly as possible confirmation

that the receiving facility has agreed to accept transfer of the patient.

4.2 The receiving facility shall complete and return a copy of the memorandum of Transfer form to the transferring facility.

4.3 The receiving facility shall provide for the return transfer of patients when requested by the patient or transferring facility when care is no longer necessary by the receiving facility. The receiving facility shall accomplish such transfers in a medical appropriate manner.

#### **V. Relationship of Parties**

5.1 This Agreement is for the sole purpose of facilitating transfer of patients and information between the Parties. Nothing contained in this Agreement shall be construed as implying that either party endorses or sanctions the quality of care rendered by the other.

5.2 Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other institution, on either a limited or general basis, while this Agreement is in effect.

5.3 Charges for services performed by either facility pursuant to this Agreement shall be collected by the facility rendering such services directly from the patient, third-party payors, or other sources normally billed by the facility. Neither Party shall have any liability to the other for the such charges except to the extent that such liabilities would exist separate and apart from this Agreement.

#### **VI. Modification and Termination**

6.1 This Agreement may be modified or amended by the Mutual agreement of the Parties. Any modification or amendment must be in writing and signed by both Parties.

6.2 This Agreement will terminate automatically and immediately if either Party fails to maintain its licensure or certification.

6.3 This Agreement may be terminated upon thirty (30) days' written notice by either Party.

6.4 In the event this Agreement is terminated for any reason, the Parties agree to meet their obligations to any patients who are already involved in the transfer process on the date Agreement terminates.

#### **VII. Miscellaneous**

7.1 Controlling law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7.2 Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

7.3 Notices. Any and all notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by certified mail, return receipt requested.

7.4 Authority. Each person signing this Agreement hereby

represents that he or she is authorized to enter into this Agreement by the Party for which he or she is signing.

SIGNED this 8th day of November, 1999.

COVENANT HEALTH SYSTEM

By:

Title:

Address:

3615 19<sup>th</sup> Street  
Lubbock, TX 79410

REEVES COUNTY HOSPITAL

By:

Title:

Address:

2323 Texas Street  
Pecos, TX 79772