

Transfer Agreement

This Agreement is between **ECTOR COUNTY HOSPITAL DISTRICT d/b/a MEDICAL CENTER HOSPITAL ("Receiving Facility")** and **Reeves County Hospital ("Transferring/Referring")** pursuant to §241.028 Texas Health & Safety Code.

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

Furthermore, the Parties desire to comply with federal and state law with regard to the transfer of patients between facilities. The Parties also agree to comply with all applicable Joint Commission standards and/or Medicare rules and regulations per the Texas Department of State Health Services.

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

I. Term

- 1.1 This Agreement shall be for one (1) year beginning on the 1st day of July 2015, and ending on the 30th day of June 2016, and shall automatically renew for one (1) year terms thereafter, unless terminated earlier as provided by this Agreement.

II. General Responsibilities

- 2.1 The transfer or receipt of a patient will not be predicated upon 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 patients to mandated providers as those requirements may apply.
- 2.4 A receiving facility agrees to accept the transfer of patients if (i) the receiving facility has specialized capabilities not available at the transferring facility and (ii) the receiving facility has the capacity and availability to provide the specialized capability and treatment at the time of the request for transfer.

- 2.5 All non-emergent transfers will be in accordance with the Center for Medicare and Medicaid Services InterQual admission criteria for acute hospitalization.
- 2.6 The transferring facility agrees to accept the return of any transferred patient from the receiving facility within 24 hours of being notified that the patient's physician at the receiving facility has made a determination that the patient's condition is stable as defined under the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd) and that the particular specialized capabilities at the receiving facility are no longer required for continued patient care, or when the patient or the patient's legal representative requests a return transfer in writing. The return of any transferred patient to Critical Access Hospitals will be subject to any appropriate guidelines on their scope of care.
- 2.7 In the event a Party to this Agreement as a receiving or transferring facility feels there has been a violation of this Agreement or any other violation of state or federal law, rule or regulation by the other facility, shall notify the other facility of such possible presumed violation as soon as possible. Promptly after the notification of any presumed violation, representatives from the Parties shall meet to review all applicable documentation or procedures in order to ensure that facts relating to the matter are understood by both Parties. Notwithstanding such communication, each Party shall have the right to file such notifications, complaints, or exercise such other remedies as may be available in law or in equity.
- 2.8 Multiple transfer agreements may be entered into by the Parties based on type or level of medical services available at other hospitals.
- 2.9 Consideration shall be given to availability of appropriate facilities, services and staff for providing care to the patient who is transferred pursuant to this Agreement.

III. Responsibilities of the Transferring Facility

- 3.1 The transferring facility shall notify the receiving facility prior to transfer to confirm acceptance of the patient by the receiving facility and the receiving physician.
- 3.2 The transferring facility will not transfer a patient with an emergency medical condition which has not been stabilized unless:
 - a. the patient or a legally responsible person acting in the patient's behalf, after being informed of the hospital's obligations to stabilize and of the risks and benefits of transfer, in writing, requests transfer to the receiving facility;

- b. a licensed physician evaluates the patient and signs a certification stating the physician's determination that, based upon the information available at the time of the transfer, the medical benefits reasonably expected from the provision of the appropriate medical treatment at the receiving facility outweigh the increased risks to the patient, and in case of labor, to the unborn child from effecting the transfer ("Determination"); or
 - c. if a licensed physician is not physically present at the transferring facility, a qualified medical person, Registered Nurse or Physician Assistant, has signed the certification after a licensed physician, in consultation with the qualified medical person, has made the Determination described in the paragraph immediately above, and the licensed physician subsequently countersigns the certification.
- 3.3 After receiving confirmation, the transferring facility shall arrange for the appropriate 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;
 - c. consider the availability of appropriate facilities, services, and staff for providing care to the patient;
 - d. secure the appropriate transport service for the patient with charges to be incurred by the patient or the transferring facility.
- 3.4 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 which are available and relevant to the transfer and to the continuing care of the patient 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.
- 3.5 The transferring facility shall complete and forward a Memorandum of Transfer to the receiving facility in the form required by law.
- 3.6 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.

- 3.7 The transferring facility shall notify the receiving facility of the estimated time of arrival of the patient.
- 3.8 The transferring facility shall establish a policy and/or protocol for the inventory and safe-keeping of any patient valuables sent with the patient to the receiving facility.

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 of the receiving facility's acceptance or refusal to accept transfer of the patient.
- 4.2 The receiving facility shall establish a policy and/or protocol for the receipt of the patient into the facility, and acknowledgment of the verification through crossing checking of the inventory of any patient valuables transported with the patient.
- 4.3 The receiving facility shall complete and return a copy of the Memorandum of Transfer form to the transferring facility.
- 4.4 The receiving facility shall provide for the return transfer of patients when the patient or patient's legal representative request such return transfer in writing or when a determination has been made that the patient's condition is stable and care by the receiving facility is no longer necessary. The receiving facility shall accomplish such transfers in a medically 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 payers, or other sources normally billed by the facility.

Except as provided by law or any Addendum to this Agreement, neither Party shall have any liability to the other for such charges. Each Party shall be responsible for their own acts and omissions with respect to the transfer and receipt of patients pursuant to this Agreement, as well as for any care provided to patients before or after transfer.

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 license 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 the Agreement terminates.

VII. Miscellaneous

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Ector County, Texas.
- 7.2 Each Party shall secure and maintain, or cause to be secured and maintained, during the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance.
- 7.3 Neither Party shall be liable nor responsible to the other Party for any delay, damage, failure, or inability to perform resulting from causes not within the control of that Party and/or to the extent such Party was unable to prevent the occurrence by the exercise of reasonable diligence.
- 7.4 This Agreement shall not be assigned by either Party without the prior consent of the other Party.
- 7.5 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.
- 7.6 The Parties agree that until the expiration of six years after the furnishing of services provided under this Agreement, the Parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary"), the United States Comptroller General, or the

Texas Department of State Health Services, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General, the Texas Department of State Health Services, and their representatives to the related organization's books and records.

- 7.7 To provide the services under this Agreement, the Parties shall have access to and prepare records containing confidential patient information. Each Party will not use or disclose patient information in a manner that would violate the requirements of relevant regulations promulgated under 45 CFR § 164.504 and § 164.506(e) known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Act"), as such may be enacted or amended. In addition, each Party expressly agrees to comply with the HIPAA Act in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either Party provided protected health information agree to the same restrictions and conditions imposed on the Parties hereto under the HIPAA Act.
- 7.8 It is understood that the choice of services and the choice of service suppliers that each Party makes on behalf of patients must be, and will be, made only with regard to the best interests of patients themselves. It is acknowledged that any consideration received by a Party under this Agreement in no way requires, and in no way is contingent upon, the admission, recommendation, referral or any other form of arrangement by a Party for utilization by patients or others of any items or service offered by the other Party.
- 7.9 The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.
- 7.10 Each Party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or any governmental program by any federal department or agency or by the State of Texas.

7.11 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 11th day of August, 2015.

**Ector County Hospital District
d/b/a Medical Center Hospital**

By 
William Webster

Title: Chief Executive Officer
Address: PO Box 7239
Odessa TX 79760

6/22/15

Reeves County Hospital

By 
Al LaRochelle

Title: Chief Executive Officer
Address: 2323 Texas St
Pecos TX 79772

29 June 15