TRANSFER AGREEMENT

This Agreement is entered into this _____ day of _____, _____ by and between <Hospital Name>, "<Hospital Initials>", and <Facility Name>, "ASC,"

WHEREAS, <Hospital Initials> owns and operates a full service general acute care hospital in <City, State>; and

WHEREAS, ASC operates an ambulatory surgery center in <City, State>; and

WHEREAS, ASC recognizes that on occasion one of their patient's needs may be such that treatment at a full services general acute care hospital is required; and

WHEREAS, the parties hereto desire to execute an Agreement specifying the conditions upon which a patient may be transferred from one institution to another, and further specifying the procedures of such transfer either on a temporary or permanent basis;

NOW THEREFORE it is hereby agreed as follows;

1.   <Hospital Initials> will accept all of ASC patients in need of medical care offered at a full services general acute hospital upon the request of ASC and the Referring Physician, the physician responsible for the patient's care at ASC, depending on bed and staff availability and patient need. Such acceptance is also dependant upon the strict compliance of ASC and Referring Physician with COBRA/EMTALA laws (42 U.S.C., 1395 (cc)(dd) Emergency Medical Treatment and Active Labor Act) regarding transfer and communications procedures, including, but not limited to, physician-to-physician contact.

2.   According to COBRA/EMTALA laws, ASC shall provide the following:

   a.   All necessary, lifesaving and/or stabilization measures as prescribed by the Referring Physician,

   b.   A written physician's order for transfer of the patient,

   c.   A copy of the Medical Record,

   d.   Initiation of arrangements for transport,

   e.   Test results or records available after the transfer is initiated should be telephoned to <Hospital Initials> and hard copies sent as soon as possible,

f.   All other procedures reports or requirements as determined by law.

3.   Transport of patients from ASC to <mark>\<Hospital Initials\></mark> remains the responsibility of ASC until the patient's arrival on <mark>\<Hospital Initials\></mark> property. ASC should have a current, signed contract for ambulance transport (if available in community) on file and copies provided to <mark>\<Hospital Initials\></mark> if requested.

4.   Prior to initiating any transport of a patient to <mark>\<Hospital Initials\></mark>, it is the responsibility of the Referring Physician to initiate and obtain physician-to-physician contact with a physician at <mark>\<Hospital Initials\></mark> who will accept the patient into his/her services. This requirement is waived if the Referring Physician is on the active medical staff at <mark>\<Hospital Initials\></mark> and intends to admit the patient to his/her own service.

TERM AND TERMINATIONS:

This Agreement shall commence as of the date first written above and shall continue in full force and effect for a term of one (1) year thereafter. This Agreement shall automatically renew for like one (1) year terms thereafter unless terminated as provided hereinafter. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party as signed below.

GOVERNING LAW:

This Agreement is subject to all federal and state laws regulating the transfer of patients between hospitals, and both parties hereby agree to comply with any laws, rules, regulations and policies governing the transfer of patients. This Agreement is governed by the laws of the State of <mark>\<State\></mark>.

NONEXCLUSIVITY:

This Agreement is nonexclusive and either party may enter into similar agreements with other institutions with no obligations of priority or preference to any one institution.

DISCLAIMERS:

Neither party to this Agreement shall be liable for any debts, obligations or claims of a financial or legal nature incurred by the other institution whether arising out of the performance of this Agreement or otherwise.

DISPUTES:

In the event the questions arise, the Medical Director of ASC and <Hospital Initials> will confer with regards to resolving any questions or issues arising under this Agreement.

IN WITNESS WHEREOF, both parties hereto set their hands.

_____   _____

<ASC>   <Hospital>

_____   _____

Date   Date