

Transfer Agreement

Whereas, the parties to this agreement desire to assure continuity of care and treatment appropriate to the needs of each patient, in the hospital or in the skilled nursing facility; and to use the skills, resources and physical plant of both parties in a coordinated and cooperative fashion to improve patient care at both the acute and post-acute stages of illness.

Now, therefore, in consideration of the mutual advantages, occurring to the parties hereto, _____

of _____ (City) and _____ (Owner Entity/DBA) of _____ (Hospital Name) _____ (City)

hereby covenant and agree with each other as follows:

- (A) Both parties agree to make a concerted effort to transfer patients as soon as practical, when the need for transfer from one of the above named institutions to the other has been determined by the attending physician; providing however, that all conditions of eligibility for admission are met.
- (B) The institutions provide to each other information about the type of resources available to provide services and/or the type of patients or health conditions that will not be accepted by the institution; providing however, there is no discrimination on the grounds of race, color, or national origin in any manner whatsoever.
- (C) The transferring institution agrees to send with each patient, at the time of transfer; or, in the case of an emergency, as promptly as possible after the transfer, an abstract or the medical record including:
 - (1) the current medical findings,
 - (2) diagnosis,
 - (3) rehabilitation potential,
 - (4) a brief summary of the course of treatment followed,
 - (5) nursing and dietary information useful in the care of the patient,
 - (6) ambulation status,
 - (7) all other administrative and social information useful to provide continuing care to the patient, and
 - (8) using the transfer and referral form mutually agreed upon.
- (D) The transferring institution, after promptly notifying the other institution of the impending transfer of patient, shall assume the responsibility to arrange for appropriate and safe transportation of the patient, his/her personal effects and valuables, and shall provide any necessary care while being transferred.

The hospital agrees to provide necessary inpatient hospital services when suitable accommodations are available for those patients of the skilled nursing facility when such hospitalization is deemed necessary by the patient's attending physician; providing however, that all conditions of eligibility for admission are met. It is fully understood and agreed that the hospital will, to the extent possible, grant to the patients of the skilled nursing facility a priority for bed availability.

The skilled nursing facility agrees to grant priority for suitable accommodations to patients of the hospital when it is determined by the attending physician that said patients are in need of care in skilled nursing facility; providing however, that all conditions of eligibility for admission are met.

Charges for services performed by either the hospital or the skilled nursing facility for patients transferred from the other institution pursuant to this agreement, shall be collected by the institution rendering such services, and directly from the patient, third-party payers, or the other sources normally billed by the institution; and neither institution shall have any liability to the other for such charges except to the extent that such liabilities would exist separate and apart from this agreement.

This agreement shall be effective from the date of signing by both parties and shall continue in effect, except that either party may withdraw by giving _____ days written notice to the other party of its intention to terminate this agreement. However, this agreement shall be declared null and void, and shall be immediately terminated should either party fail to maintain its licensure of certification status.

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.

This agreement may be modified or amended by the mutual agreement of the parties; however, any such modification of amendment shall be attached to and become a part of this agreement.

This agreement has been approved and accepted by resolution of the governing body of the _____ (Skilled Nursing Facility)

on _____ (Date) and by the governing body of the _____ (Hospital Name) on _____

_____ (Date) and is henceforth in effect.

(Owner Entity/DBA)

(Hospital)

(Authorized Person)

(Authorized Person)