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THE FOUNDER'S WOMEN'S HEALTH CENTER  
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FACSIMILE COVER SHEET

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DATE: 07-30-12

FAX #: 564-2475

TO: ODOH

ATTN: Shannon Richey

FROM: DuOTH - fwbc

RE: Transfer agreement revised & signed

Thanks Shannon

# OF PAGES TRANSMITTED (INCLUDING COVER PAGE): 8

## **PATIENT TRANSFER AGREEMENT**

This Agreement is entered into as of this 31<sup>st</sup> day of May, 2012 (the "Effective Date"), by and between OhioHealth Corporation solely on behalf of Grant Medical Center ("Grant"), with its principal place of business at 180 East Broad Street, Columbus, Ohio 43215 and The Founder's Women's Health Center ("ASF") with its principal place of business at 1243 E. Broad St. Columbus, Ohio 43205.

This Agreement shall supersede all previously executed trauma transfer agreements between the parties.

**WHEREAS**, ASF is an ambulatory surgical facility and

**WHEREAS**, ASF may from time to time transfer a patient to Grant for appropriate treatment services when it is determined such transfers are in the best interest of the patient; and

**WHEREAS**, Grant is a general acute care hospital which has, as of the date of this Agreement, been verified as a Level I Trauma Center by the American College of Surgeons, and is able, willing and qualified to accept and provide patient care services to trauma patients;

**WHEREAS**, Grant is a general acute care hospital that may from time to time transfer a trauma patient to Hospital for appropriate treatment services when it is determined such transfers are in the best interest of the patient; and

**WHEREAS**, the parties have determined that it would be in the best interest of patient care and would promote the optimum use of these health care institutions to enter into an agreement to facilitate the care and transfer of patients between Grant and ASF as appropriate, such that the party transferring the patient would be the referring ASF ("the Referring ASF") and the party accepting the transfer would be the receiving hospital ("the Receiving Hospital").

**NOW, THEREFORE**, the parties agree as follows:

### **Section I.**

- (A) Grant Medical Center agrees to maintain twenty-four (24) hour Level I trauma services to which the Referring ASF may transfer patients requiring such care.
- (B) Both parties agree to assess, accept transfer of, admit and treat, as appropriate and within the capabilities of Receiving Hospital, those trauma patients who are referred by Referring ASF. Referring ASF, through its physician(s) treating the patient to be transferred (hereinafter collectively the "Referring

Physician"), is responsible for determining the need for transfer in accordance with the State of Ohio Trauma Care Plan, contacting, and initiating the transfer to Receiving Hospital, and stabilizing the patient (as much as possible under the circumstances) pending transfer. The Referring ASF shall use its best efforts to provide to Receiving Hospital as much advance notice as possible with respect to the request for a transfer.

- (C) Receiving Hospital, after contact by Referring ASF, will, through its emergency medicine physicians, offer advice regarding transportation options, timing of the transfer, pre-transfer stabilization and any additional diagnostic procedures prior to and during transportation.
- (D) Referring ASF shall establish and maintain such policies and procedures as are necessary to facilitate the terms of this Agreement.
- (E) At the time of making a patient transfer request to Receiving Hospital, Referring ASF shall provide to Receiving Hospital the following information (facsimile transmissions, to the extent available, shall be utilized if Receiving Hospital deems such transmissions necessary):
  1. The name of Referring ASF, and the name, title, and position of the person calling on behalf of Referring Hospital;
  2. The name of the Referring Physician;
  3. The reason for transfer;
  4. The patient's name;
  5. The initial diagnostic impression, the patient's medical condition and the basis for the referral;
  6. The name, if known, of the physician to whom the patient is to be referred to at Receiving Hospital; and
  7. Any additional information which Receiving Hospital reasonably requests.
- (F) The Referring Physician shall be responsible for obtaining the consent to the transfer, if legally necessary, and the patient or his/her legal guardian is available and capable to give consent.
- (G) Referring Hospital shall be responsible for ensuring that the following information accompanies a patient transport to Receiving Hospital or is faxed to Receiving Hospital prior to arrival of the patient at Receiving Hospital:

1. A copy of the patient's applicable medical record in the possession of Referring ASF (including, without limitation, written records, lab results, radiographs, patient address, hospital number and age, medications and psychosocial history, when available, and the name, address and phone number of the next of kin);
2. A physician progress note with a narrative summary of the problem to include care, treatment and services provided, the name of the person who was consulted and who accepted the transfer and the reason for transfer (e.g., for further evaluation or intensive care);
3. A nursing sign-off note which includes a brief summary assessment of the condition of the patient, which indicates the presence of an IV or other tubes, and which summarizes the patient's intake and output during the previous twenty-four (24) hours or during emergency department treatment if not an inpatient;
4. A copy of the patient's consent to transfer and transfer of medical records or an explanation as to why such consent could not be reasonably obtained and, if applicable, a physician's certification for transfer; and
5. Such other information as the parties mutually agree is reasonably necessary to properly treat and provide follow-up care to the patient, including, third party payor information.

Referring ASF agrees to supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at Receiving Hospital.

- (H) Referring ASF shall establish and maintain such policies and procedures as are necessary to facilitate the terms of this Agreement.
- (I) Referring ASF shall be responsible for notifying Receiving Hospital of an approximate time of arrival of the transport.
- (J) Every effort shall be made for the Referring Physician to be at Referring ASF when the transport team arrives and to remain at Referring ASF until the team departs in order to ensure complete communication between the health care providers.
- (K) After obtaining appropriate parent or patient consent, Receiving Hospital shall use its best efforts upon request to provide updates to Referring ASF and to the Referring Physician of the patient's condition during hospitalization and of the patient's date of discharge when it becomes known.

**Section II. Payment for Services:** Referring ASF and Receiving Hospital shall each be responsible only for collecting its own payment for services rendered to the patient.

**Section III. Other Services**

- (A) **Performance Improvement:** Both parties shall from time to time conduct reviews of the patients transferred pursuant to this Agreement. Both parties will report any suggestions to improve upon the transfer of patients between the two institutions. If an amendment to this Agreement would be appropriate in an effort to improve patient care, both parties will consider such an amendment in good faith, and shall not refuse such amendment unreasonably.
- (B) **Consultative Services:** Referring ASF shall have twenty-four (24) hour a day telephonic access to Grant Medical Center's emergency department physicians via the Emergency Communications Center (ECC) regarding treatment issues associated with potential referrals which may arise at Referring ASF at no cost to Referring ASF.

**Section IV. Term, Termination and Amendment**

- (A) **Term and Termination:** This Agreement shall be for an initial term of three (3) years, commencing on the Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for additional one (1) year terms.
- (B) This Agreement may be terminated at anytime by either party, by providing 30 days notice to the party:
- (C) All notices under this Agreement shall be in writing and personally delivered or deposited in the mail if sent prepaid by first class U.S. mail. All notices sent pursuant to Section IV (B) shall be sent by prepaid certified or registered U.S. mail, return receipt requested. All notices which are mailed shall be deemed given on the date of delivery by the U.S. Postal Service. All notices shall be sent to the address of the receiving party as set forth as principal place of business, or at such other address as shall be given in writing to either party by the other.
- (D) **Amendment**
1. This Agreement may be amended at any time by a written amendment signed by the parties hereto.
  2. Either party may request modification of this Agreement by written notice in the event of a change in law, regulations, or administrative policies by any governmental entity that materially affects the terms of this Agreement including any changes in reimbursement under Medicare or Medicaid.

**Section V. Miscellaneous**

- (A) **Access to Records:** Pursuant to the requirements of 42 CFR § 420.300 et seq., each party agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO") or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder for a period of four (4) years after the furnishing of Services hereunder for any and all Services furnished under this Agreement. In addition, each party hereby agrees to require by contract that each subcontractor makes available to the HHS and GAO, or their authorized representative, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of Services thereunder.
- (B) **Advertising and Public Relations:** Neither party shall use the name of the other party in any promotional or advertising material without the prior review and written approval of the party whose name is to be used.
- (C) **Assignment:** No part of this Agreement, nor any rights, duties or obligations described herein, may be assigned or delegated to any third party by either party without the prior written consent of the other party.
- (D) **Compliance with Laws and Standards:** Both parties shall comply with all federal, state and local laws in carrying out the terms of this Agreement, including but not limited to, the Emergency Medical Treatment and Active Labor Act of 1985 (EMTALA), contained in 42 U.S.C. §1395dd and the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 contained in 42 U.S.C. §1320 (d) and any current and future regulations promulgated thereunder including, without limitation, the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the Federal Security Standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards of electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements", to the extent applicable. Each party agrees not to use or further disclose any protected health information (as defined in 45 C.F.R. §164.501) or individually identifiable health information (as defined in 45 U.S.C. §1320d), other than as permitted by HIPAA requirements and the terms of this Agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Secretary of Health and Human Services to the extent required for determining compliance
- (E) **Warranty of Non-Exclusion:** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or

otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

- (F) **Entire Agreement:** This Agreement represents the entire Agreement of the parties and no other oral or written agreement relative to the issues contained herein shall be binding upon the parties hereto. This Agreement supersedes all prior or contemporaneous oral or written representations, understandings, or agreements concerning the same.
- (G) **Governing Law:** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio.
- (H) **Independent Contractors:** The parties hereto have entered into this Agreement in their capacities as independent contractors. Neither party shall be construed, represented or held to be a partner, associate, agent, employee, joint venturer, or other like relationship of the other party in the performance of its obligations under this Agreement. Neither party, by virtue of this Agreement, shall be found to assume any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.
- (I) **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.
- (J) **Severability:** In the event any term of this Agreement is found to be unenforceable, in whole or in part, then the offending term shall be construed as enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.
- (K) **EMTALA:** Both parties agree that they will transfer patients in compliance with the Emergency Medical Treatment and Active Labor Act of 1985 (42 USC §1395dd).

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first aforesaid.

FOUNDER'S WOMEN'S HEALTH CENTER

By: 

GRANT MEDICAL

By: 

Its: Executive Director  
Date: July 30, 2012

Its: Chief Operating Officer  
Date: July 30, 2012