REFERRAL AGREEMENT BETWEEN PLANNED PARENTHOOD OF MID-MICHIGAN AND

THE REGENTS OF THE UNIVERSITY OF MICHIGAN THE UNIVERSITY OF MICHIGAN HOSPITALS

THIS AGREEMENT, is made between the Regents of the University of Michigan-University of Michigan Hospitals (hereinafter referred to as UM Hospitals) and Planned Parenthood of Mid-Michigan, hereinafter referred to as Planned Parenthood, by and through their duty authorized administrators.

WITNESSETH:

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WHEREAS, there is a community need for a comprehensive reproductive health facility which provides a full range of contraceptive services, including pregnancy terminations, and

WHEREAS, Planned Parenthood in response to the community need for such a facility, administers an outpatient reproductive health center which provides voluntary contraceptive services including pregnancy terminations for all persons, and

WHEREAS, Planned Parenthood and UM Hospitals recognize that an outpatient reproductive health facility which provides ambulatory surgical services must have immediate access to hospital emergency services, and

WHEREAS, both parties are fully cognizant of, and agree to abide by, state and federal laws guiding the consent requirements and conditions under which pregnancy terminations, contraceptive services and emergency services may be performed:

NOW, THEREFORE, Planned Parenthood and UM Hospitals do mutually agree as follows:

1. UM Hospitals will accept and treat the patients referred by Planned Parenthood for emergency services when such emergencies arise from procedures administered by:

Planned Parenthood of Mid-Michigan 3100 Professional Drive Ann Arbor, MI 48105 Attn: Robyn Menin, Executive Director

A patient sent directly from Planned Parenthood to UM Hospitals will arrive with a copy of the medical record from Planned Parenthood, including the name and phone number of the physician referring the patient, and copies of the signed consent form for Planned Parenthood services. When a patient is instructed by Planned Parenthood over the telephone to come to UM Hospitals, Planned Parenthood will provide UM Hospitals with the name of such referrals.

- Planned Parenthood accepts the responsibility to secure adequate emergency transportation from its facility to UM Hospitals, and to provide for emergency treatment prior to the patient's arrival at UM Hospitals.
- 3. Upon acceptance of the referral and presentation for transfer at UM Hospitals, the patient shall thereupon become a patient of the hospital. UM Hospitals staff will have complete responsibility for providing the emergency medical care indicated by the condition of the patient upon arrival and will provide all subsequent medical care determined to be necessary. All medical care at UM Hospitals will be performed in accordance with UM Hospitals policies.
- 4. UM Hospitals will provide Planned Parenthood with timely information regarding the emergency treatment of all patients identified as referred from Planned Parenthood, provided the patient consents to or the law permits such disclosure.
- 5. Full responsibility rests with the patient for payment of all charges and fees related directly, or indirectly, to emergency treatment and/or hospitalization. Planned Parenthood agrees to provide for the sharing of information which will enable UM Hospitals to acquire any reasonable reimbursement available for services rendered.
- 6. The relationship between Planned Parenthood and UM Hospitals is that of independent contractors and not of employer and employee or principal and agent. Further, the contractor shall carry out its responsibilities under this agreement under its own direction, and shall be responsible for the method by which the work is conducted.
- 7. This agreement contains no implication of responsibility for quality of patient care or legal responsibility on the part of either institution for the other.
- 8. Nothing in this agreement shall be construed as limiting the institution's exclusive control of their separate identity and integrity.

- 9. The name of neither institution shall be used for any form of publicity nor advertisement by the other institution without the express written permission of the other institution.
- 10. Each institution shall have the right to enter into transfer agreements with other institutions.
- 11. Both institutions shall exchange information relevant to their admission policies and available resources.

THIS AGREEMENT may be terminated by either institution upon written notification to the other institution sixty (60) days prior to the desired termination date. However, this agreement shall be terminated immediately if either institution's certification of license to operate is repealed or suspended by any governmental licensing or certifying agency.

THIS AGREEMENT shall be effective beginning the 1st day of January 1990.

THE REGENTS OF THE UNIVERSITY OF MICHIGAN-UNIVERSITY OF MICHIGAN HOSPITALS

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DATE: 2/13/90	DATE: 3/2/90
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PLANNED PARENTHOOD OF

MID-MICHIGAN

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