**Emergency Transfer Agreement**

This agreement is made and entered into by and between YOUR FACILITY NAME, CITY, STATE, a nonprofit corporation (hereinafter called “YOUR FACILITY”) and RECEIVING FACILITY NAME, CITY, STATE, (hereinafter called “RECEIVING FACILITY”):

WHEREAS, the FACILITY desires to facilitate: (a) the timely emergency transfer of patients and information necessary or useful in the care and treatment of patients in an emergency situation, (b) the continuity of the care and treatment appropriate to the needs of patients, and (c) the utilization of knowledge and other resources of both facilities in a coordinated and cooperative manner to improve the professional health care of patients.

IT IS, THEREFORE, AGREED by and between the parties as follows:

1. PATIENT TRANSFER: The need for emergency transfer of a patient from Ohio Living Home Health and Hospice to RECEIVING FACILITY shall be determined and recommended by the patient’s attending physician and Ohio Living Home Health and Hospice. When an emergency transfer is recommended as medically appropriate the patient shall be transferred and admitted to RECEIVING FACILITY as promptly as possible under the circumstances, provided that beds and other appropriate resources are available.
2. Ohio Living agrees that it shall:
	1. Notify RECEIVING FACILITY as far in advance as possible of and emergency transfer of a patient.
	2. Affect the transfer to RECEIVING FACILITY through qualified personnel and appropriate transportation equipment, including the use of necessary and medically appropriate life support measures.
3. Ohio Living agrees to transmit with each patient at the time of the emergency transfer, or as promptly as possible thereafter, pertinent medical information and records necessary to continue the patient’s treatment and to provide identifying and other information.
4. RECEIVING FACILITY agrees that it shall:
	1. Respond to request to transfer within a reasonable amount of time.
	2. Provide information about the type of resources it has available.
	3. State where the patient is to be delivered
5. Bills incurred with respect to services performed by either party to the Agreement shall be collected by the party who rends such services directly from the patient, third party, and neither party shall have any liability to the other for such charges.
6. This agreement shall be effective from the date of execution and shall continue in effect indefinitely. Either party may terminate this agreement on thirty (30) days notice in writing to the other party. If either party shall have its license to operate revoked by the state, this Agreement shall terminate on the date such revocation becomes effective.
7. Each party to the Agreement shall be responsible for its own acts and omissions and those of their employees and contractors and shall not be responsible for the acts and omissions of the other institutions.
8. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any hospital, nursing home or other agency on either a limited or general basis while this agreement is in effect.
9. Neither party shall use the name of the other in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the party whose name is to be used.
10. This agreement shall be governed by the laws of the State of Ohio. Both parties agree to comply with Health Insurance Portability and Accountability Act of 1996 and the rules now and hereafter promulgated hereunder.
11. This Agreement may be modified or amended from time to time by mutual agreement of the parties, and any such modification or amendment shall be attached to and become part of the Agreement.

NAME OF YOUR ORGANIZATION NAME RECEIVING FACILITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED BY SIGNED BY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE DATE