

In accordance with 42 CFR Part 482 - Conditions of Participation for Hospitals and the Omnibus Budget Reconciliation Act of 1986, this agreement is to confirm the continuing working relationship between the California Transplant Donor Network (CTDN) and «Hospital».

The California Transplant Donor Network agrees to:

1. Provide 24 hour organ procurement services that includes: trained answering service, on-site assessment and evaluation of each potential organ donor for medical suitability; skilled and sensitive approach to each family regarding the option to consider donation; discretion and sensitivity with respect to circumstances, views and beliefs of the potential donor families; appropriate clinical management of the potential donor to ensure optimum organ viability; coordination of the organ and tissue retrieval process; and organ allocation that is consistent with national policy.
2. Keep privileged and confidential all hospital and patient information, interviews, reports, statements, memoranda, and other data obtained or created.
3. In cooperation with the hospital, provide public and professional education to the hospital staff.
4. Ensure that each physician affiliated with the network is licensed to practice medicine and qualified and trained to perform organ procurement services. These physicians must meet the qualifications established by the Transplant Network Medical Affairs Committee and its Board of Directors and the United Network for Organ Sharing (UNOS). Such physicians must retain appropriate medical liability coverage either through an affiliated university or an individual practice policy.
5. Reimburse the hospital for CTDN directed expenses incurred following the declaration of brain death. The hospital will be reimbursed in a timely manner using case rate reimbursement per the attached methodology.
6. Provide information regarding the outcome of organ donation to the donor's family, physicians and other health care providers involved in the donation, and/or others designated by the hospital. The network will also provide necessary quality assurance information such as referral activity and outcomes as requested and/or required by the hospital.

«Hospital» agrees to:

1. Provide to the California Transplant Donor Network a written report of all deaths.
2. Identify and refer all patients who die in the hospital to the California Transplant Donor Network as soon as it is determined that brain death is imminent or cardiac death has occurred.
3. Maintain potential organ donors adequately to ensure organ viability until California Transplant Donor Network determines medical suitability and/or family has made a decision about donation.

4. Work collaboratively with the California Transplant Donor Network to ensure grieving families are given time to understand brain death and to accept hopelessness of the situation before the option of donation is discussed.
5. Provide access to patient's medical records, tests, consultations necessary to ensure suitability of the organs.
6. Provide services including but not limited to skilled critical care nurses and operating room staff necessary to facilitate the donation process in a timely manner.
7. Allow the California Transplant Donor Network to provide the educational forums necessary to educate the hospital's physicians, staff, patients, and families on all aspects of the organ/tissue donation process.
8. Grant the physicians and transplant coordinators affiliated with the California Transplant Donor Network all necessary temporary privileges for the purposes of organ donation and recovery so long as they comply with the hospital's criteria for hospital privileges.
9. Provide the California Transplant Donor Network with an itemized bill of CTDN directed services incurred following the declaration of brain death. No donation related expenses should be billed to the donor's estate.
10. Provide the California Transplant Donor Network with access to hospital medical records for the purpose of developing performance improvement strategies.

This agreement will remain in effect for three years from the date it is signed by the hospital representative below.

Signature

Date

Print Name and Title

«Hospital»

«County»

Hospital

County

Phyllis Weber, Executive Director
California Transplant Donor Network

Date