

TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is effective January 10, 2017 ("Effective Date") and is between Planned Parenthood of Greater Ohio dba Planned Parenthood East Health Center ("Transferring Facility"), located at 3255 East Main Street, Columbus, Ohio 43213, and OhioHealth Corporation dba Grant Medical Center ("Receiving Facility"), located at 111 South Grant Avenue, Columbus, Ohio 43215.

RECITALS

WHEREAS, Receiving Facility is a registered hospital in the State of Ohio;

WHEREAS, Transferring Facility is an ambulatory surgery center licensed in the State of Ohio; and

WHEREAS, both parties desire to assure continuity of care and treatment appropriate to patients' needs and to provide for transfer of patients in the event of medical complications and emergency situations and for other needs as they arise.

THEREFORE, for good and valuable consideration, the parties agree:

ARTICLE I

TRANSFER OF PATIENTS

1.1. Transfer of Patients.

- 1.1.1. Consistent with the policies and procedures of Transferring Facility and Receiving Facility and upon the recommendation of the patient's attending physician in consultation as appropriate by members of the staff of the Transferring and Receiving Facilities that such transfer is medically appropriate, Receiving Facility will allow for transfer of patients from the Transferring Facility provided that beds and other necessary resources are available at Receiving Facility. In such cases, Transferring Facility and Receiving Facility agree to exercise their best efforts to provide for prompt admission of the patients. Patients declared as emergencies by their physicians will be admitted without delay to the extent staff and facilities are available.
- 1.1.2. Receiving Facility shall have no responsibility for the transfer of a patient from the Transferring Facility. The Transferring Facility shall be responsible for and make all necessary arrangements for the proper transport of the patient to the Receiving Facility that shall include but not be limited to stabilizing the patient, selecting the transportation medium, and sending accompanying staff when indicated.
- 1.1.3. When applicable, Receiving Facility agrees to transfer to Transferring Facility those patients previously transferred from Transferring Facility to Receiving Facility when the patient's condition warrants such reverse transfer, and

Transferring Facility agrees to admit or readmit the patient but only if (1) the attending physician(s) agrees and (2) the reverse transfer complies with applicable third party payor rules, regulations, and guidance. Transferring Facility shall be responsible for obtaining any preauthorization or approval from the patient's third party payor for payment of the reverse transfer admission.

1.1.4. Neither party shall refuse to transfer or accept a patient by reason of that patient's race, sex, age, religion, gender, national origin, handicap status, ability to pay, or source of payment.

1.2. **Notice of Transfer.** Transferring Facility will give notice to the Receiving Facility as far in advance as practicable of an impending or anticipated transfer.

1.3. **Exchange of Records and Information.** The parties agree to transfer medical records and other information that may be necessary or useful in the care and treatment of transferred patients as required and permitted by all applicable federal and state laws. Such information shall include, without limitation, current diagnosis, a brief summary of the course of treatment followed in the Transferring Facility, nursing and dietary information, history and physical, advance directive and cardiac resuscitative status, ambulant status, and pertinent administrative and social information. Such information shall be provided by the Transferring Facility in advance when possible and in any event at the time of the transfer and shall be recorded on the transfer and referral form. The Transferring Facility will send the Receiving Facility a list of personal effects that accompany the patient.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1. **Billing, Payments, and Fees.** Each facility shall be responsible for billing the appropriate payor for the services that each facility provides. Neither party shall act as guarantor for any charges incurred at the other facility.

ARTICLE III

TERM AND TERMINATION

3.1 **Term.** The term of this Agreement shall commence as of the Effective Date and shall be for a term of one (1) year unless terminated in accordance with Section 3.2 or unless renewed as provided in this section. Thereafter, this Agreement shall automatically renew for one (1) year. The renewal term shall be upon the same terms and conditions of the immediately preceding term. This Agreement may be updated every two (2) years according to the requirements of Ohio Revised Code 3702.303.

3.2 **Termination.**

- 3.2.1 Either party may terminate this Agreement for any or no reason at any time by providing sixty (60) days advance written notice to the other party or without sixty (60) days notice upon mutual written agreement.
- 3.2.2 This Agreement shall terminate automatically if either facility: (a) has its state-issued license or registration, if applicable, revoked, suspended, or not renewed, or (b) has its Medicare or Medicaid provider agreement terminated. Termination of this Agreement shall occur upon the date of any such revocation, suspension, non-renewal or termination. The party suffering the revocation, suspension, non-renewal, or termination shall affirmatively notify the other party as soon as practicable.
- 3.2.3 Either party may terminate this Agreement immediately if the other party violates any law or if this Agreement causes either party not to be in compliance with any law.

ARTICLE IV

RECORDS

- 4.1 **Maintenance of Records.** The parties shall keep and supply records in such form and for such duration as may be required by federal and state statutes and regulations.

ARTICLE V

MISCELLANEOUS

- 5.1 **Marketing & Advertising.** Neither party shall use the name, logo, symbol or trademark of the other party in any promotional material unless review and prior approval of the intended use is first obtained in writing from the party whose name, logo, symbol, or trademark is to be used.
- 5.2 **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio. The county in which the Receiving Facility is located shall be the sole, proper venue for any litigation proceedings between the parties which arises out of or is in connection with any right, duty, or obligation under this Agreement.
- 5.3 **Insurance.** Each party shall obtain and maintain professional liability insurance including medical malpractice insurance, general liability insurance, personal injury liability insurance, and property damage liability insurance in full force and effect during the entire term of this Agreement in commercially reasonable amounts sufficient to insure that party's liability related to patient transfers and other acts and omissions under this Agreement.

5.4 **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the non-assigning party. No assignment shall operate to release the assignor from any duty or obligation under this Agreement.

5.5 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

5.6 **Severability.** If any provision or part of any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the provision or the remainder of this Agreement, which shall remain in full force and effect.

5.7 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.

5.8 **Amendments.** This Agreement may be amended, modified, waived or discharged only by the signed written consent of both parties.

5.9 **Counterparts and Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one legal instrument. If any signature is delivered by facsimile or by e-mail delivery of a “.pdf” or other file extension, such signature shall create a valid and binding obligation of the party executing with the same effect as if such facsimile or “.pdf” signature page were an original.

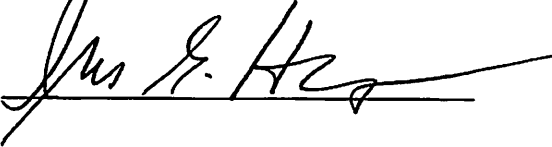
The parties execute this Agreement with the present intent to be bound as of the Effective Date.

Transferring Facility:

Receiving Facility:

**PLANNED PARENTHOOD OF
GREATER OHIO DBA PLANNED
PARENTHOOD EAST HEALTH CENTER**

**OHIOHEALTH CORPORATION
D/B/A GRANT MEDICAL CENTER**

By: 

By: 

Print Name: IRIS E HARVEY

Print Name: Michael Lawson

Its: President + CEO

Its: President

Date: 1/3/17

Date: 1/3/17