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Capital Care Network

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|                  |                                  |
|------------------|----------------------------------|
| Date:            | 8-17-12                          |
| Send To:         | Bev Slaggy DDH Quality Assurance |
| Attention:       |                                  |
| Fax Number:      | 614-564-2475                     |
| From:            | Capital Care Network Toledo      |
| Office Location: |                                  |
| Phone Number:    | 614-743-0203                     |

Total Pages Including Cover:

Urgent  Reply ASAP  Please Comment  Please Review  For Your Information

Comments:

Please review attached transfer agreements with University of Toledo hospital. Please contact myself or Terrie Hubbard with any questions. You may reach me at 614-743-0203 ; You may reach Terrie at 614-430-3711.

Thank you  
 Laura Buenthe  
 Capital Care Toledo

### **TRANSFER AGREEMENT**

This Transfer-Agreement ("Agreement") is made effective this 1<sup>st</sup> day of August 2012, by and between The University of Toledo on behalf of The University of Toledo Medical Center herein known as ("Hospital") and Capital Care Women's Center d/b/a Capital Care Network herein known as ("Facility").

#### **Recitals**

Hospital is an instrumentality of the state of Ohio which is qualified to provide acute inpatient medical care to patients in northwest Ohio.

Facility maintains post-acute facility in Toledo, Ohio, and desires to contract with Hospital to facilitate the transfer of Facility residents in need of hospital services to Hospital.

#### **Statement of Agreement**

**NOW, THEREFORE**, in consideration of the forgoing, the parties hereby agree as follows:

1. When a referring physician who is a member of the Facility's Medical Staff determines that a resident should be transferred to Hospital, the Facility shall initiate the necessary arrangements with Hospital.
2. Hospital agrees to accept transfer of residents subject to need, appropriate available facilities and the admission requirements for Hospital. The appropriateness of patient transfer and time/mode of transportation shall be determined by the referring and accepting physician. The parties agree to comply with federal and state legal requirements regarding the emergency transfer of patients, and shall transfer patients in a timely manner. Facility agrees to be responsible for the transportation of residents to and from Hospital and to give priority to the readmission of residents to Facility upon discharge from Hospital. The parties agree to cooperate with each other in the drafting of any necessary documents relating to the transfer of residents.
3. Facility will use its best efforts to ensure that appropriate medical and administrative information accompanies resident to Hospital. Information shall include but not be limited to, documentation of consent to treatment and transfer by resident or his/her legal guardian, resident demographic data, copies of resident records, copies of advance directives executed by resident, and other medical information as requested by Hospital.
4. The parties acknowledge and agree that each party is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended to or shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other.
5. This Agreement does not restrict Hospital from accepting residents from other institutions nor does it restrict Facility from transferring residents to other institutions.
6. Neither party assumes any liability for debts or obligations incurred by the other party to this Agreement.

7. No clause of this Agreement shall be interpreted as authorizing one party to look to the other to pay for services rendered to a resident transferred by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement.

8. Each party agrees to maintain professional and general liability insurance or an equivalent program of self insurance with sufficient minimum limits.

9. To the extent permitted by Ohio law, including but not limited to the Ohio Constitution, R.C. Chapter 2743 et seq. and R.C. §3345.40, each party agrees to be responsible for any negligent acts or omissions arising out of this Agreement by or through itself or its employees and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.

10. The initial term of this Agreement shall be 1 year, commencing on August 1, 2012. Thereafter, this Agreement shall automatically renew for successive 1-year periods unless terminated by either party in writing upon 60 days' written notice. This Agreement shall be immediately terminated without notice if either party shall have its license to operate revoked or impaired, or if there is a change in ownership of Facility.

11. This Agreement shall be governed in all respects by the laws of the State of Ohio.

12. Neither party shall discriminate in the provision of services on the basis of race, creed, color, sex, national origin, religion, disability or any other basis prohibited by law.

13. Each party agrees to notify the other in advance of an impending transfer, when practicable.

14. Each party is separately responsible for billing and collection for medical services rendered to resident. Neither party assumes the responsibility for collections of accounts receivable of the other party.

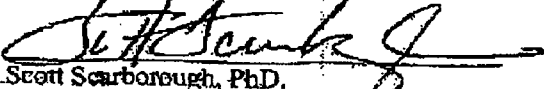
15. Notices required by this Agreement to be sent in writing shall be delivered to:

On behalf of Hospital:  
University of Toledo, Medical Center  
3000 Arlington Avenue  
Toledo, Ohio 43614  
Attn: Executive Director

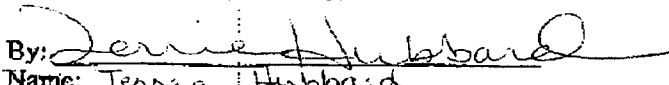
On behalf of Facility:  
Capital Care Women's Center  
d/b/a Capital Care Network  
1160 West Sylvania Avenue  
Toledo, Ohio 43612  
Attn: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

THE UNIVERSITY OF TOLEDO

  
Scott Scarborough, PhD.  
Senior Vice President &  
UTMC Executive Director  
Date: 8/17/2012

CAPITAL CARE NETWORK

By:   
Name: Terrie Hubbard  
Its: CEO  
Date: 8.17.12