

TRANSFER AGREEMENT

Transfer Agreement made this 11th day of JAN, 2013, by and between Grant Medical Center, hereinafter referred to as "The Hospital", a not-for-profit corporation and fully accredited hospital, created under the laws of the State of Ohio, with hospital facilities located in the County of Franklin and State of Ohio, and located at 111 South Grant Avenue, Columbus, Ohio; and Planned Parenthood of Greater Ohio, hereinafter referred to as "PPGOH", located at 206 East State Street, Columbus, Ohio.

WITNESSETH:

WHEREAS, PPGOH is organized and operated as an ambulatory surgical facility at 3255 E. Main St, Columbus, Ohio, under Ohio Administrative Code Section 3701-83-15; and

WHEREAS, PPGOH desires to achieve such compliance and is required to enter into an appropriate transfer agreement for support services with a hospital that is registered with the Ohio Department of Health under Ohio Revised Code §3701.07; and

WHEREAS, The Hospital has the capacity of providing emergency back-up support services to PPGOH, including, but not limited to medical, diagnostic, emergency, and other supportive services; and

WHEREAS, PPGOH and the Hospital agree that it is to their mutual advantage, and the advantage of the community they serve, that they enter into an agreement whereby the Hospital provides support services to PPGOH;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations hereinafter contained, the parties hereto agree as follows:

FIRST: TERM OF AGREEMENT

This Agreement, when signed by the Administrator of the Hospital and the Executive Director of Planned Parenthood of Greater Ohio, shall become effective as of the date first above mentioned and shall continue in effect for a term of one (1) year from said date, and will automatically renew for one (1) year periods, unless either party to this Agreement gives notice to the other party at least thirty (30) days prior to the termination date at the business address first above written. This Agreement may also be terminated at any time by either party, with or without cause, upon 30 days advance notice to the other party.

SECOND: OBLIGATIONS OF GRANT MEDICAL CENTER

- 1. The Hospital shall provide the required back-up support services to patients referred to the Hospital by PPGOH when space is available for such patients and Hospital has the resources and expertise required to treat such patient. Care will be provided to PPGOH patients transferred for emergency situations, treatment of complications, or other reasons as they arise.**
- 2. In each instance of admission all usual reasonable established admission policies, procedures and conditions of the Hospital must be met.**
- 3. With appropriate patient consent secured by PPGOH, the Hospital shall provide to PPGOH information regarding results of any diagnostic procedures and any such medical information as is appropriate and necessary in order to keep records updated. This includes, but is not limited to, timely returns of copies of PPGOH referral forms.**
- 4. The Hospital shall be entitled to, and PPGOH shall in no way interfere with, the collection of fees from patients to whom the Hospital has rendered services pursuant to this Agreement.**
- 5. The Hospital shall provide insurance or shall fund and maintain an adequate self insurance reserve as shall be necessary to insure the Hospital and its employees against any claim or claims for damage arising by reason of personal injury or death occasioned directly or indirectly in connection with the performance of any service by the Hospital.**
- 6. The Hospital shall indemnify and hold PPGOH harmless against any and all claims or liabilities resulting from any action by the Hospital, its staff physicians, or its employees, which arise out of services rendered by the Hospital to patients referred to the Hospital pursuant to this Agreement.**
- 7. Non-discrimination: The Hospital agrees to comply with all applicable Federal, State, and Municipal laws and executive orders prohibiting discrimination. No person shall, on the grounds of race, creed, color, sex, national origin, age, marital status, disability, or ability to pay, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.**

THIRD: OBLIGATIONS OF PLANNED PARENTHOOD OF GREATER OHIO

- 1. PPGOH shall identify and refer patients to the Hospital upon the recommendation of the patient's attending physician or PPGOH's medical director that such transfer is medically appropriate. However, no**

patient shall be admitted until such patient is accepted for care by a staff member of the Hospital with admitting privileges.

2. PPGOH shall transfer promptly such medical and other information as is relevant to proper care by the Hospital including medical, social, nursing, and other care plans.
3. A release form will be obtained by PPGOH from all patients referred by PPGOH to facilitate the regular flow of information between the Hospital and PPGOH.
4. PPGOH shall provide insurance or shall fund and maintain an adequate self insurance reserve as shall be necessary to insure PPGOH and its employees against any claim or claims of damage arising by reason of personal injury or death occasioned directly or indirectly in connection with the performance of any services by PPGOH.
5. PPGOH shall indemnify and hold the Hospital harmless against any and all claims or liabilities resulting from any action by PPGOH or its employees, which arise out of services rendered by PPGOH to patients referred to the Hospital pursuant to this Agreement.
6. Non-discrimination: PPGOH agrees to comply with all applicable Federal, State, and Municipal laws and executive orders prohibiting discrimination. No person shall, on the grounds of race, creed, color, sex, national origin, age, marital status, disability, or ability to pay, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

FOURTH: WRITTEN NOTICE OF PROVISION

Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by registered or certified mail which, subject to change upon written notice, shall be addressed to the parties as follows:

Susan Hirt
Dir of Risk & Quality Management
Planned Parenthood of Greater
Ohio
444 W. Exchange St.
Akron, Ohio 44302

DONNA HANLY
CWO & VP PATIENT CARE
Grant Medical Center
111 South Grant Avenue
Columbus, Ohio 43215

NOTWITHSTANDING any other provision in this Agreement, each facility remains responsible for ensuring that any service provided pursuant to this

Agreement complies with all pertinent provisions of Federal, State, and local statutes, rules, and regulations. The governing authority or operator of each facility shall maintain a written copy of this Agreement in the administrator's office and available to the Ohio Department of Health. For each admission to, or transfer or discharge from, either the Hospital or PPGOH, the governing authority or operator of each such facility shall assure that:

- a) The personal, alternate, or staff physician requests or agrees to the admission, transfer, or discharge unless the patient signs out or is signed out against medical advice; and
- b) That admission information is obtained and transfer and discharge information is furnished as required by the provision of Ohio laws and regulations.

FIFTH: MISCELLANEOUS

1. The parties agree that all patient transfers will be made in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986.
2. The parties specifically acknowledge that their relationship is one of independent contractors and nothing herein shall be construed as creating a relationship of employment, agency, joint venture, or partnership.
3. This Agreement may not be assigned by either party without the written consent of the other party.

IN WITNESS WHEREOF, the participants have hereunto set their hand and seals the date and year first above written.

Grant Medical Center

BY: *Donna Harf*
CNO, VP Patient Care
Grant Medical Center

Planned Parenthood of Greater Ohio

BY: *Stephanie Kight*
Stephanie Kight
President & CEO