

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (the "Agreement") shall be effective as of January 20, 2014 ("Effective Date"), by and between The Regents of the University of Michigan, on behalf of the University of Michigan Health System, located in Ann Arbor, Michigan (hereinafter referred to as "Hospital") and Capital Care Network located in Toledo, Ohio ("Facility").

RECITALS

WHEREAS, Hospital is licensed as an acute care hospital in the State of Michigan, and is approved for participation in the Medicare and Medicaid programs;

WHEREAS, Facility is an ambulatory surgery center that provides abortion services;

WHEREAS, Facility seeks to comply with Ohio statute section 3702.303, which requires Facility to enter into a transfer agreement with a hospital;

WHEREAS, Hospital, as an acute care facility enrolled in the Medicare program, is required to comply with the Emergency Medical Treatment and Active Labor Act (EMTALA), which requires Hospital to provide a medical screening exam to any patient who comes to the Emergency Department and requests examination or treatment of an emergency medical condition.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

TRANSFER OF PATIENTS

1.1. Transfer of Patient to Hospital.

1.1.1. Hospital agrees to admit patients from the Facility in accordance with its established admission policies, subject to medical necessity (which shall be solely within the province of Hospital's medical staff) and subject to Hospital's capacity and specialty availability, as determined by Hospital in its sole discretion. Any patient considered to have an emergency medical condition by his or her physician may come to Hospital's Emergency Department, where such patient will be treated in a manner that is consistent with all applicable state and federal laws and Hospital policies.

1.1.2. Hospital shall have no responsibility for the transfer of a patient from Facility to Hospital. Facility shall be responsible for and make all necessary arrangements for the proper transport of patient from Facility to Hospital, which arrangements

shall include but not be limited to stabilizing the patient, selecting the transportation medium, and sending accompanying staff when indicated.

1.2. **Notice of Transfer.** Facility will give notice to Hospital as far in advance as practicable of an impending transfer.

1.3. **Exchange of Records and Information.** Facility agrees to transfer medical records and other information related to the condition for which a patient is transferred, as required and permitted by all applicable Federal and State laws. Such information shall include, to the extent available at the time of transfer: available history, records related to any emergency medical condition, observations of signs or symptoms, preliminary diagnosis, results of diagnostic studies or telephone reports of the studies, treatment provided, results of any tests, informed consent forms, advance directive and cardiac resuscitative status, ambulant status, and pertinent administrative and social information. Such information shall be provided by Facility in advance, when possible, and in any event at the time of the transfer or as soon as practicable after transfer, and Hospital shall note the provision of such records. Facility will send Hospital a list of personal effects that accompany the patient. Hospital will provide for the patient's effects according to its policy.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 **Billing, Payments and Fees.** Hospital and Facility each shall be responsible for billing the appropriate payor for the services it provides, respectively, hereunder. Facility shall not act as guarantor for any charges incurred while the patient is a patient in Hospital.

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 therefrom, unless terminated in accordance with the provisions set forth in Section 3.2 herein, or unless extended as provided herein. Thereafter, this Agreement shall automatically be renewed for additional periods of one (1) year each. To the extent that this Agreement is automatically renewed, each such renewal term shall be upon the same terms and conditions of the immediate, preceding renewal term.

3.2 **Termination.**

3.2.1 This Agreement may be terminated immediately by either party for any reason effective immediately upon the terminating party's provision of written notice to the non-terminating party.

3.2.2 This Agreement shall terminate automatically if either Hospital or Facility: (a) has its license or registration revoked, suspended, or not renewed, or (b) if Hospital has its provider agreement for Medicare terminated. Termination of this Agreement shall occur upon the date of any such revocation, suspension, nonrenewal or termination.

3.2.3 This Agreement may be terminated immediately if either Hospital or Facility violates any law or if this Agreement causes either Hospital or Facility to violate any law.

3.3 **Effect of Termination.** It is explicitly recognized that in the event of termination of this Agreement by either party through any of the occurrences outlined herein, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination, and for obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement.

ARTICLE IV RECORDS

4.1 **Maintenance of Records.** Hospital and Facility each agrees to keep and supply records in such form and for such duration as may be required by Federal and State statutes and regulations.

4.2 **Audits.** To the extent applicable, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Facility shall, upon written request, make available to the Secretary of the Department of Health and Human Services ("HHS"), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Hospital under this Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over a twelve (12) month period. The availability of Hospital's books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Hospital's disclosure under this provision will not be construed as a waiver of any legal rights to which Hospital or Facility may be entitled under statute or regulation.

ARTICLE V
MISCELLANEOUS

- 5.1 **Non-exclusivity.** Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital or ambulatory surgery center on either a limited or general basis while this Agreement is in effect.
- 5.2 **Marketing & Advertising.** Neither party shall use the name, logo, symbol or trademark of the other party in any promotional materials, unless review and prior approval of the intended use is first obtained in writing from the party whose name is to be used.
- 5.3 **Venue.** The county in which Hospital is located shall be the sole, proper venue for any litigation proceedings between the parties that arises out of or is in connection with any right, duty or obligation under this Agreement.
- 5.4 **Governing Law, Construction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against The Regents of the University of Michigan shall be brought in the Michigan Court of Claims. Facility, its successors and assigns, consent to the jurisdiction of the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement.
- 5.5 **Insurance.** Each party shall obtain and maintain in full force and effect during the entire period of this Agreement the following insurance:
- (a) Professional liability insurance, including medical malpractice insurance, with limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate. Such insurance shall extend to cover any liability incurred by the parties hereto and as to any liabilities of the parties' respective employees or agents incurred in connection with activities performed by them pursuant to this Agreement.
 - (b) General liability insurance for limits no less than one million dollars (\$1,000,000) per person, three million dollars (\$3,000,000) per occurrence for personal injury liability, and five hundred thousand (\$500,000) per occurrence for property damage liability.
 - (c) All subcontractors of either the Facility or Hospital shall have in force all appropriate insurance coverages at appropriate limits.
 - (d) Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liabilities and obligations under this agreement.

- 5.6 **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. No assignment shall operate to release the Assignor from any duty or obligation under this Agreement.
- 5.7 **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.
- 5.8 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 5.9 **Entire Agreement.** This Agreement constitutes the entire Agreement 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.
- 5.10 **Amendments.** This Agreement may only be amended, modified, waived or discharged by the written consent of both parties.
- 5.11 **Autonomy.** The parties agree that each shall continue to have the exclusive control of the management, business and properties of its respective institution, and that neither party by virtue of this Agreement assumes any liability for any debts or obligations of the other party to the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE UNIVERSITY OF MICHIGAN,
ON BEHALF OF THE UNIVERSITY
OF MICHIGAN HEALTH SYSTEM

CAPITAL CARE NETWORK

Signature

Signature

Printed Name

Printed Name

Title

Title

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THE UNIVERSITY OF MICHIGAN,
ON BEHALF OF THE UNIVERSITY
OF MICHIGAN HEALTH SYSTEM

Signature

Printed Name

Title

CAPITAL CARE NETWORK

Terrie Hubbard
Signature

Terrie Hubbard

Printed Name

owner / RN

Title