

TRANSFER AGREEMENT BETWEEN

Northeast Ohio Women's Center, LLC
and
Summa Akron City and St. Thomas Hospitals

To facilitate continuity of care and timely transfer of patients by appropriate mode of transportation, and to assure transfer of appropriate records and information between Northeast Ohio Women's Center, LLC, 2127 State Rd, Cuyahoga Falls, Ohio 44223 and Summa Akron City and St. Thomas Hospitals located at 525 E. Market St., Akron, Ohio 44304 the parties names above agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met and bed space is available to accommodate the patient. Prior to moving the patient, the transferring institution must receive confirmation from the receiving institution that it can accept the patient. Transfer shall be made in accordance with the policies of both the transferring and receiving institution.
2. The transferring institution will provide the receiving institution with as much advance notice possible of a transfer. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, a brief summary of the course of treatment followed in the transferring institution, nursing information, ambulation status and pertinent administrative and social information as available.
3. The transferring institution will be responsible for the transfer or the appropriate disposition of personal effects, particularly money and valuables, and information related to these items.
4. The transferring institution shall have the responsibility for obtaining the patient's consent to the transfer to the other institution prior to the transfer, if the patient is competent. If the patient is not competent, the transferring institution shall obtain a family member's consent; if such consent is not possible, the consent of the patient's physician shall be obtained by the transferring institution.
5. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation using qualified personnel and equipment for the care of the patient during the transfer in accordance with applicable Federal and State law and regulations.

6. Charges for services performed by either institution shall be collected by the institution rendering such services, directly from the patient, third party payer or other sources normally billed by the institution. Neither institution shall be liable to the other for such charges.
7. The Governing Body of each facility shall have exclusive control of policies, management, assets, and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement. Each institution shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other institution.
8. Each institution shall secure and maintain or cause to be secured and maintained, during the term of this Agreement, comprehensive, general and professional liability insurance, and property damage insurance or shall self insure in an amount adequate to protect such institution in carrying out its duties and responsibilities in accordance with this Agreement. If the other institution so requests, each institution shall provide the other institution with evidence of such insurance coverage.
9. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio.
10. Both institutions are independent contractors. Neither institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either institution, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial nor a legal nature incurred by the other party to this Agreement.
11. The parties do not intend that individuals receiving services pursuant to this Agreement occupy the position of third party beneficiary to the Agreement.
12. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement and upon written request of the Secretary of Health and Human Services, or upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any other duly authorized representative of the Federal Government, the parties shall make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs of services rendered, if any, under the terms of this Agreement.
13. Each institution hereby represents and warrants the following:
 - A. that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable); and
 - B. that it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed

by a federal agency as Debarred or found on the *List of Specially Designated Nationals and Blocked Persons* maintained by Office of Foreign Assets Control. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services – Office of Inspector General Excluded Parties List System (<http://epls.gov>), the Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (<http://oig.hhs.gov/fraud/exclusions.asp>), or the List of Specially Designated Nationals and Blocked Persons (<http://www.ustreas.gov/offices/enforcement/ofac/>) which internet sites may be revised from time to time by the U.S. government.

In the event that either party and/or its Agent either (1) becomes Debarred, (2) receives notice of action or threat of action with respect to its Debarment, or (3) is placed on the List of Specially Designated Nationals and Blocked Persons during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agency becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of this Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Agreement in the event that the other party fails to comply with this provision.

14. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other institution or facility on a limited or general basis.
15. Neither institution party to this agreement shall use the name of the other institution in any promotional or advertising materials without prior consent of the other institution.
16. Both institutions agree to comply with all applicable federal and state laws and regulations.
17. This agreement may be amended by mutual agreement in a writing signed by both parties.
18. This agreement shall be in effect from the date both parties sign. It may be terminated by either institution upon thirty (30) days written notice. The agreement shall be automatically terminated should either institution fail to maintain its licensure or accreditation.

19. This agreement shall be maintained in the institutions' files.

Northeast Ohio Women's Center, LLC

By:
Name: David M. ...
Title: OWNER / Medical Director
Date: 1/7/14

Summa Akron City and St. Thomas Hospitals

By:
Name: Susan Sorburo
Title: Vice President, Women's Health
Date: January 2, 2014