

ADULT TRAUMA  
PATIENT TRANSFER AGREEMENT

This Adult Trauma Patient Transfer Agreement ("Agreement") is made and entered into as of the 7<sup>th</sup> day of October, 2016 (the "Effective Date"), by and between Northeast Ohio Women's Center, LLC ("Facility"), located at 2127 State Rd., Cuyahoga Falls, Ohio 44223 and Akron General Medical Center, ("Hospital"), having its principal place of business at. 1 Akron General Avenue, Akron Ohio 44307

RECITALS

WHEREAS, Hospital and Facility operate health care institutions that provide health care services for the patients ("Patients") of their respective facilities.

WHEREAS, the parties are committed to providing a high quality of care at both the acute and post-acute stages of illness, including a Level II adult trauma center at the Hospital, and therefore desire to enter into an Adult Trauma Patient Transfer Agreement to promote expeditious and safe transfers between the two institutions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the sufficiency of which is hereby acknowledged, Hospital and Facility agree as follows:

1. Term. This Agreement shall commence on the day and year first above written and shall continue for a period of one year. Thereafter it shall be renewed automatically for three successive periods of one (1) year, unless sooner terminated as provided in Section 12.

2. Patient Transfer. The Patient's attending physician shall determine the need for transfer of a Patient. When such a determination has been made, the transferring institution shall determine the Patient's medical status, acuity, and risk assessment and shall immediately notify the receiving institution of the impending transfer and provide medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care of the Patient.

3. Definitions. The "transferring institution" is defined as the institution transferring the Patient to the other institution. It may be either the Hospital or the Facility. The "receiving institution" is defined as the institution to which the Patient is transferred. It may be either the Hospital or the Facility.

4. Transferring Institution's Responsibilities. The transferring institution initiating the transfer shall have the following responsibilities:

(a) Medical Screening and Stabilization. The transferring institution is responsible for ensuring that all transfers are in compliance with the Emergency Treatment and Active Labor Act (commonly referred to as the "EMTALA"), 42 U.S.C. § 1395dd, et seq.

(b) Patient Authorization. The attending physician and the transferring institution will be responsible for obtaining any necessary Patient authorization and consent for transfer prior to the transfer.

(c) Transfer Information. The transferring institution shall assure that the receiving institution receives, upon transfer, appropriate information with regard to current medical

findings, diagnosis, rehabilitation potential, a summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, pertinent administrative and social information, and documented consent for treatment. In addition, the transferring institution shall include the name, address and phone number of the individual designated by Patient to notify in case of medical emergency, or a statement that there is no known individual to be informed in such case. With the Patient's consent, the transferring institution shall notify that individual of the transfer.

(d) Mode of Transport. The transferring institution shall have the responsibility for arranging for and effecting the transportation of the Patient to the receiving institution, including the selection of the mode of transportation and, where indicated, the provision of appropriate healthcare personnel and equipment to accompany the Patient.

(e) Coordination with Receiving Institution. The transferring institution shall be responsible for contacting and confirming prior to transfer that the receiving institution is willing to and can accept the transfer of the Patient and provide the appropriate treatment. The attending physician at the transferring institution shall be responsible for communicating directly with the physician at the receiving institution to ensure that adequate space and personnel are available for the Patient and to resolve any questions concerning the transfer. If the receiving facility has fully committed its resources and is therefore temporarily unable to provide safe, appropriate, and timely medical care to Patient; or, if the receiving institution cannot provide such care because of a physical breakdown (e.g., fire, bomb threat, power outage, safety concern, etc.), the parties to this Agreement will cooperate to find another medically appropriate facility for the Patient.

(f) Personal Effects and Valuables. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information relating to these items. The status of such disposition shall be made in writing and forwarded to the receiving institution.

(g) Death of Patient after Transfer. In the event a Patient dies after transfer, the parties agree to cooperate in determining the Patient's next-of-kin or such other persons as may be required to be notified of the Patient's death.

(h) Reverse Transfer. Within forty-eight (48) hours of notice from receiving institution that Patient is ready for discharge from receiving institution (either because Patient has been provided the specialized service or care sought in the original transfer, or Patient is not able to receive the specialized service or care) transferring institution agrees to either accept Patient for return transfer to transferring institution, or work with the receiving institution to find and secure admission for Patient to an appropriate alternate level of care elsewhere. Procuring alternate care for the Patient shall not relieve the receiving institution from the responsibility to do discharge planning for the Patient. If Patient is going to an alternate level of care and transferring institution cannot transport Patient to such alternate care setting within forty-eight (48) hours of the notice from receiving institution, transferring institution agrees to accept Patient back into transferring institution while plans are being made to secure placement in an alternate setting.

5. Receiving Institution's Responsibilities. The receiving institution shall have the following responsibilities:

(a) Admission. If a Patient transfer is accepted, the receiving institution agrees to admit the Patient(s), provided that the medical staff, facilities and personnel are available to

accommodate those Patients. The receiving institution's responsibility for the Patient's care shall begin when the Patient arrives at the receiving institution.

(i) Consultation. Upon request by the transferring institution and/or attending physician, the receiving institution will provide consultation prior to, during or following transfer. The receiving institution, however, will provide no protected health information to the transferring institution unless the Patient has given prior written consent for such exchange of information.

(ii) Reverse Transfer. Upon request by the transferring institution, an attending physician, and/or a Patient, the receiving institution may return the Patient to the transferring institution or transfer the Patient to another appropriate institution.

6. Patient Records. The transferring institution shall provide all pertinent and necessary medical information and records, which shall accompany the Patient, including current medical and social history, diagnosis, treatment summary, prognosis and other pertinent information. The transferring institution agrees to supplement the above information as necessary for the maintenance of Patients during transport and treatment upon arrival at the receiving institution. Once a Patient is admitted to the receiving institution ongoing oral or written protected health information may be provided with the Patient's or responsible party's consent. Both parties agree that such exchange of information shall be done in compliance with the Health Insurance Portability and Accountability Act of 1996 and the related regulations, as they may be amended from time to time ("HIPAA"). Each of the parties under this Agreement represents and warrants that it is, and at all times during the term of this Agreement will be, a Covered Entity to the other and may share such information with each other for treatment purposes without a business associate contract and therefore are excluded from the business associate requirements under 45 CFR §164.502(e)(1). If at any time during the term of this Agreement, either party ceases to be a Covered Entity with respect to the other, (a) the former party shall promptly notify the other party, and (b) the parties agree promptly to negotiate in good faith and execute an appropriate business associate contract with respect to their relationship.

7. Outpatient Services. Hospital shall make available its diagnostic and therapeutic services on an outpatient basis as requested by the Facility attending physician and as ordered by a Hospital physician. Hospital agrees to provide, according to Hospital's policies, available outpatient services as may be required by the Patient of Facility when the services are not available at Facility. Outpatient services may include, but are not limited to laboratory, x-ray, physical services or any other form of services necessary for appropriate treatment care of the Patient: provided, however, that nothing contained herein shall require Hospital to provide such services unless Patient has demonstrated the ability to reimburse Hospital or cause Hospital to be reimbursed for such services.

8. Payment for Services. The Patient is primarily responsible for payment for care received at either institution and for payment of transport costs. Each institution shall be responsible for collecting payment for services rendered in accordance with its usual billing practices. Nothing in this Agreement shall be interpreted to authorize either institution to look to the other institution to pay for services rendered to a Patient transferred by virtue of this Agreement, except to the extent that such liability may exist separate and apart from this Agreement. Notwithstanding any other language in this Agreement, in the event the Patient fails to accept responsibility for the transfer costs, the parties agree that neither party shall seek to hold the other party liable for these expenses.

9. Independent Contractor Status. 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 is intended to or shall be construed to create any relationship between the institutions other

than that of independent contractors. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other medical facility or hospital on any basis whatsoever. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

**10. Liability and Indemnification.** Each party shall be responsible for any and all damages, claims, liabilities or judgments expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of its breach of this Agreement, and/or of the negligent errors and omissions or willful misconduct of its officers, directors, shareholders, servants, agents, employees, students or independent contractors in the performance of or conduct related to this Agreement.

Each party (the "Indemnifying Party") shall indemnify, defend, save and hold harmless the other party (the "Indemnified Party") for any and all damages, claims, liabilities or judgments expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind which may be sustained or incurred by the Indemnified Party at any time arising out of or in consequence of the Indemnifying Party's breach of this Agreement, and/or of the negligent errors and omissions or willful misconduct of the Indemnifying party's officers, directors, shareholders, servants, agents, employees, students or independent contractors in the performance of or conduct related to this Agreement.

**11. Insurance.** Each institution, either through insurance contracts or by self-insurance, shall secure and maintain with respect to itself, its agents and employees, during the term of this Agreement, comprehensive general liability insurance coverage with primary limits of not less than one million dollars per claim with umbrella coverage of not less than three million dollars and professional liability insurance with primary limits of not less than three million dollars. Each party hereto shall provide proof of such insurance and/or on the adequacy of its self-insurance, and such proof shall be attached to this Agreement as Attachment 1, for Hospital, and Attachment 2, for Facility. Each party shall immediately notify the other of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

**12. Modification or Termination.**

(a) This Agreement may be modified or amended from time to time by a prior written agreement signed by the parties hereto.

(b) Any modification or amendments shall be in writing and shall become a part of this Agreement.

(c) This Agreement shall be effective as of the Effective Date and shall continue in effect until terminated as hereinafter provided.

(d) Either party may terminate this Agreement without cause by giving thirty (30) days' notice in writing to the other party of its intent to terminate.

(e) During the 30-day notice period, the terminating institution will be required to meet its commitments under this Agreement with respect to all Patients for whom the other institution has begun the transfer process in good faith.

(f) This Agreement shall be immediately terminated should either party fail to maintain its state licensure or registration, if any, or should either party's certification as a Medicare or Medicaid provider be revoked.

(g) All disputes arising under the Agreement shall first be discussed directly by the designated authorities of the Hospital and Facility. If the dispute cannot be resolved at this level, it will be referred to the chief executive officers of both the Facility and Hospital for discussion and resolution prior to termination of the Agreement.

(h) Termination of this Agreement shall not affect the rights or obligations of either party that may have accrued prior to the effective date of termination or any obligation that by its nature or express terms survives termination, including without limitation any right or obligation with respect to any Patient transferred prior to the date of termination. Without limiting the foregoing, the provisions of Sections 10 and 12 hereof shall survive any termination of this Agreement.

13. **Notice.** Any notice required or permitted by this Agreement shall be sent by certified or registered overnight mail, signature and return receipt required, and shall be deemed given upon receipt thereof.

(a) All notices to Facility shall be addressed to:

Northeast Ohio Women's Center, LLC  
2127 State Rd.  
Cuyahoga Falls, Ohio 44223

(b) All notices to Hospital shall be addressed to:

Akron General Medical Center  
1 Akron General Avenue  
Akron, Ohio 44307  
Attn: Legal Department

With a copy to:

The Cleveland Clinic Foundation  
Law Department - AC321  
3050 Science Park Drive  
Beachwood, Ohio 44122

14. **Legal Compliance.** During the term of this Agreement, the parties shall take such actions and revise this Agreement as is necessary or advisable to comply fully with all federal, state, and local laws, rules and regulations applicable to the performance and discharge of such services, including and without limitation:

(a) HIPAA and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations");

(b) Emergency Treatment and Active Labor Act ("EMTALA"), commonly referred to as the "COBRA anti-dumping law," 42 U.S.C. § 1395dd, *et seq*;

(c) Section 1861 (1) of Public Law 89-97, commonly referred to as the "Social Security Amendments of 1965".

15. Use of Name. Neither party shall use the name of the other party in any promotional or advertising media without prior written approval of the other party.

16. Tax Exempt Status. The parties recognize that Facility is a non-profit, tax-exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with Facility's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of Hospital and/or any of its exempt affiliates, then Hospital will have the right to terminate this Agreement immediately.

17. Conflict. Hospital maintains and adheres to a Conflict of Interest Policy. In that connection Facility represents that no employees, officers or directors of Hospital are employees, officers or directors of Facility or serve on any boards or committees of or in any advisory capacity with Facility. To the extent that any employee, officer or director of Hospital may, during the term of this Agreement, serve on any board or committee of or in any advisory capacity to Facility, any payments made to such parties are or will be at fair market value for services rendered.

18. Non-Assignment. Neither party may assign or subcontract any of its obligations under this Agreement without the advance written consent of the other party.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have caused this Agreement to be executed on the day and year first above written.


AKRON GENERAL MEDICAL CENTER  
("Hospital")

By: 

Its: President

Date: 10/17/16

NORTHEAST OHIO WOMEN'S CENTER  
("Facility")

By:   
David M. Burkens, M.D.

Its: Owner / Medical Director

Date: 9/30/11

APPROVED AS TO FORM  
CCF - LAW DEPT.

DATE: 10/5/16 CMSI #:  
BY: T. Colosimo

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**ATTACHMENT 1**

**HOSPITAL TO ATTACH CERTIFICATE OF INSURANCE COVERAGE**

MARSH, INC.

# CERTIFICATE OF INSURANCE

ISSUANCE DATE

6-Oct-16

**COMPANY MANAGER**

Marsh Management Services Cayman Ltd.  
23 Lime Tree Bay Avenue  
PO Box 1051, Building 4, 2nd Floor  
Grand Cayman KY1-1102  
Cayman Islands

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- A** CCHS Indemnity Co., Ltd.
- B**
- C**
- D**
- E**

**INSURED**

The Cleveland Clinic Foundation, et al  
9500 Euclid Avenue, JJ-19  
Cleveland, OH 44195

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

C	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	PROFESSIONAL LIABILITY				GENERAL AGGREGATE \$
	PROFESSIONAL LIABILITY				PRODUCTS - COMP/PROP AGG. \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$
					EACH CLAIM \$
					FIRE DAMAGE (Any one fire) \$
					MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE \$
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE \$
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
A	OTHER				
	GENERAL LIABILITY	HPGL-2247-016-1	01/01/16	01/01/17	GENERAL AGGREGATE \$ 3,000,000 EACH CLAIM \$ 3,000,000

**DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Akron General Medical Center

**CERTIFICATE HOLDER**

Northeast Ohio Women's Center, LLC  
David W. Burkons, MD, Inc.  
2127 State Road  
Cuyahoga Falls, Ohio 44221

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE



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**ATTACHMENT 2**

**FACILITY TO ATTACH CERTIFICATE OF INSURANCE COVERAGE**

# GeneralStar™

A Stock Company

## GENERAL STAR INDEMNITY COMPANY

120 Long Ridge Road  
Stamford, Connecticut 06902-1843

### MISCELLANEOUS HEALTH CARE FACILITIES COMMON POLICY DECLARATIONS

POLICY NUMBER: UG421542

RENEWAL OF POLICY NUMBER: NEW

1. NAMED INSURED: Northeast Ohio Womens Center, LLC; David M. Burkons, MD, INC

MAILING ADDRESS: 2127 State Road  
Cuyahoga Falls, OH 44223

PRODUCER CODE: 00075965  
PRODUCER NAME: CRC of Illinois  
550 W. Van Buren

Chicago IL 60607

Named Insured is: Limited Liability Company

Business Description: Abortion Clinic

2. POLICY PERIOD: Effective Date: January 14, 2016 Expiration Date: January 14, 2017

At 12:01 a.m. Standard Time at the mailing address shown above.

### 3. LIMITS OF INSURANCE:

In return for your payment of the premium, and in reliance upon the statements and representations in the Insured(s) application(s) for this insurance, we agree with you to provide insurance subject to the terms of the policy.

LIMITS OF INSURANCE APPLY  On a Shared Basis, One Time  
Regardless of the Number of  
Locations or Insureds

Separately to Each Named  
Insured Scheduled on Policy

COVERAGE	LIMITS OF INSURANCE
Professional Liability: Claims Made:	
• Each Claim Limit	\$1,000,000
• Aggregate Limit	\$3,000,000
Sublimit - Abuse and Molestation	
• Each Claim Limit	\$250,000
• Aggregate Limit	\$750,000
General Liability: N/A	
• Each Occurrence Limit	\$ N/A
• Damage To Premises Rented To You Limit any one premises	\$ N/A

# GENERAL STAR INDEMNITY COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **GeneralStar** PROFESSIONALS AS INSURED

This endorsement modifies insurance provided under the following:

### PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

Each scheduled professional is an insured only with respect to professional services performed on behalf of the first Named Insured shown in the Declarations and within the scope of his/her professional services performed on behalf of that Named Insured on or after the Retroactive Date indicated in the schedule below.

#### SCHEDULE

NAME OF PROFESSIONAL	SPECIALTY	RETROACTIVE DATE
Jennifer Watson, MD	Family Medicine - Minor Surgery	08/17/2016

It is agreed that only with respect to the coverage afforded by this endorsement Section II - WHO IS AN INSURED, paragraph 5. is hereby deleted.

Surplus Lines Tax:           \$82.00          

Stamping Office Fee:           N/A          

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

<i>The premium for this endorsement is included within the premium shown on the Declarations unless a specific amount is shown here.</i>	<i>Additional Premium \$ 1,840</i>
<i>This endorsement takes effect upon the Policy Effective Date, unless another Endorsement Effective Date is shown here:</i>	<i>Return Premium \$ 0</i>
<i>Named Insured: Northeast Ohio Womens Center, LLC; David M. Burkons, MD, INC</i>	<i>Endt. Effective Date: August 17, 2016</i>
<i>Date issued (if other than Policy Effective Date): September 22, 2016</i>	<i>For attachment to Policy No. LG421542</i>
	<i>Endorsement No.: 5</i>

