

TRANSFER AGREEMENT

BETWEEN

INTEGRIS BAPTIST MEDICAL CENTER, INC.

AND

CLINTON REGIONAL HOSPITAL

This Transfer Agreement ("Agreement") is effective October 30, 2023, by and between INTEGRIS BAPTIST MEDICAL CENTER, INC., an Oklahoma not for profit corporation ("Receiving Hospital") and CLINTON REGIONAL HOSPITAL ("Transferring Facility").

RECITALS

WHEREAS, the parties are properly licensed health care facilities located in Oklahoma City And Clinton Regional Hospital, respectively.

WHEREAS, the Transferring Facility recognizes that at times, the Transferring Facility's patients may require emergency and acute care medical services, including but not limited to burn, rehabilitation, spinal cord head injury and stroke services, that are not available at the Transferring Facility but are available at the Receiving Hospital.

WHEREAS, the parties desire to enter into this Agreement to address arrangements under which patients under the care of the Transferring Facility may be transferred to the Receiving Hospital pursuant to the terms and conditions set forth herein.

ARTICLE I -PATIENT TRANSFERS

1.1 Patient Transfers. When a patient transfer is necessary for emergency or acute care medical services which are not available at the Transferring Facility, the Transferring Facility shall make a concerted effort to transfer the patient as soon as is practical, and the Receiving Hospital agrees to accept the patient, provided that all applicable conditions for transfer and admission are met and appropriate facilities and qualified personnel are available to accommodate and provide care to meet the patient's needs. If the Transferring facility is a hospital and the patient is to be transferred has an "emergency medical condition" as defined at 42 U.S.C §1395dd-(e) (1) of the Emergency Medical Treatment and Active Labor Act ("EMTALA"), Transferring Facility agrees to provide medical treatment within the capabilities of its emergency department prior to transfer in an effort to stabilized the patient and to minimize the risks of the health of the patient (or and unborn child if the patient is a women in active labor) during transfer.

1.2 Advance Notification. Prior to transferring the patient, the Transferring Facility must receive confirmation from the Receiving Hospital that it can accept the patient. The purpose of the advanced notice is to determine if the Receiving Hospital has available space and qualified personnel to treat the patient. Each party agrees to notify the other party of the names or classification of individuals who may arrange for or accept transfers. A patient shall only be transferred to the Receiving Hospital upon the written order of the patient's attending physician.

1.3 Transfer Consent, The Transferring Facility shall have responsibility for obtaining written consent from the patient or legally responsible person acting on the patient's behalf prior to the transfer. If such consent is not possible, written consent from the patient's physician shall be obtained by the Transferring Facility. If the physician's consent is not possible the physician's order for transfer shall indicate that the transfer on an emergency basis.

1.4 Transportation of Patient, The Transferring Facility shall be responsible for effectuating all transfers with qualified personnel and any transportation equipment medically necessary for safe patient transfer. In all patient transfer from the Transferring Facility to the Receiving Hospital, the Transferring Facility shall be solely responsible for, and shall indemnify and hold the Receiving Hospital harmless from, any and all injuries, damages or losses to the patient or the patient's personal property arising out of or in anyway connected with any actions or activities occurring at any time during transfer of the patient from the Transferring Facility until the patient enters the Receiving Hospital's building, and in non-emergency cases, the Receiving Hospital's authorized personnel accept responsibility for such patient; provided however, that the Transferring Facility shall not be obligated to indemnify or hold harmless the Receiving Hospital against any actions or failures or the Receiving Hospital, or its employee or agents.

1.5 Preadmission Certification, The Transferring Facility shall be responsible for obtaining any required preadmission certification.

1.6 Patient's Medical Records, The Transferring Facility shall be responsible for including with each patient at the time of transfer a complete copy of the patient's medical record, subject to patient authorization of release of such record or other applicable law authorizing or required such release.

1.7 Patient's Personal Effects, The Transferring Facility shall make arrangements for transferring with the patient, or in the case of an emergency, as soon as practicable after the patient's transfer, appropriate and necessary personal property of the patient.

1.8 Payment for Services, Charges for services performed by either party under this Agreement shall be billed and collected by the party rendering the services. Such collections shall come directly from the patient, third-party payors or the sources normally billed by that party, and neither party shall have any liability to the other for such charges, except to the extent that such liabilities would exist separate and apart from this Agreement.

1.9 Reciprocal Transfer, The Transferring Facility agrees to accept return transfers of patients from the Receiving Hospital at such time as the Transferring Facility has the capacity and capacity to provide the needed care.

ARTICLE II - TERM AND TERMINATION

2.1 Term, This Agreement shall begin on the effective date stated above and shall continue for a term of one (1) year. This Agreement shall be automatically renewed at the end of the term for additional terms of one (1) year each unless one party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiration of the then current term.

2.2 Termination, Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time as follows:

2.2.1 Mutual Agreement, Whenever the Transferring Facility and the Receiving Hospital shall mutually agree to the termination in writing.

2.2.2 With Cause, with cause by either party upon the default by the other party of any term, covenant or condition of the Agreement, where such default continues for the period of ten (10) days after the defaulting party receives written notice therefore from the other party specifying the existence of such default.

2.2.3 Without Cause, Without cause by either party upon at least ten (10) days written notice given by either party in which case the Agreement shall terminate on the date specified in such notice.

2.2.4 Loss of Licensure, Immediately upon written notice should either party have its license to operate suspended or revoked or otherwise fail to be licensed to operate by the appropriate state agency.

ARTICLE III – MISCELLANEOUS

3.1 Non-Exclusivity, nothing in this Agreement shall be construed or interpreted as requiring either party to transfer patient to the other party's facility. The Transferring Facility shall be free to transfer its patients to other hospitals.

3.2 Independent Contractor Status, Both parties to this Agreement are acting as independent contractors. This Agreement is for the sole purpose of facilitating the transfer of patients and information between the parties. It's not intended and shall not be construed to create any other relationship between the parties. Neither party is authorized to act as the agent of the other party. Nothing contained in this Agreement shall be construed as implying that either party endorsed or sanctions the quality of care rendered by the other.

3.3 Non-Discrimination, The transfer, receipt or refusal of transfer of patients will not be predicated upon discrimination based upon race, religion, national origin, age, sex, physical condition, economic status of the patient's ability to pay.

3.4 Access to Books and Records, Both parties agree to provide access to their books and records to the other party, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized representative, to the extent required by 1861(b) (1) of the Social Security Act and regulations promulgated thereunder.

3.5 Insurance, Both parties agree to maintain general and professional liability insurance during the term of this Agreement.

3.6 Notices, Notices or communications required or permitted to be given under this Agreement shall be delivered or given to the respective patients either in person or by registered or certified mail, return receipt requested, U.S. postage prepaid, at the address set forth on the signature page hereof. Notices mailed pursuant to paragraph shall be deemed effective three (30) days after the date of mailing. Notices given in person shall be deemed to be given at time of receipt.

3.7 Governing Law, This Agreement shall be governed by the laws of the State of Oklahoma as to interpretation, construction and performance.

3.8 Waiver, Waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

3.9 Assignment, No assignment of this Agreement or the rights and obligations thereunder shall be allowed without the prior written consent of both parties except that either party may assign the Agreement to a successor, subsidiary or to an affiliated entity under common control.

3.10 Attorney's Fee, In the event that either party hereto shall file suit in order to enforce its rights and remedies under the terms hereof, the prevailing party shall be entitled to recover its cost of suit including reasonable attorney's fee.

3.11 Entire Agreement, This Agreement constitutes the entire understanding between parties and supersedes all prior agreements, either orally or in writing, with respect to the subject matter hereof.

3.12 Severability, If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, such unenforceability, invalidity or illegality shall not affect any other provisions hereof, and the Agreement shall be construed as if such provision had never been contained.

3.13 Amendments, This Agreement may be amended only by written executed by both parties.

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

RECEIVING HOSPITAL

**INTEGRIS BAPTIST MEDICAL CENTER, INC., AN OKLAHOMA
NOT FOR PROFIT CORPORATION.**

NORTHWEST EXPRESSWAY CAMPUS

3300 NORTHWEST EXPRESSWAY

OKLAHOMA CITY, OK 73112

PORTLAND AVENUE CAMPUS

5501 N. PORTLAND AVENUE

OKLAHOMA CITY, OK 73112

BY: _____

TRANSFERRING FACILITY

CLINTON REGIONAL HOSPITAL

100 NORTH 30 STREET

CLINTON, Ok 73601

BY: _____

Name: Len Lacefield

Title: CEO