

**TRANSFER AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF  
ARKANSAS ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR  
MEDICAL SCIENCES  
AND PLANNED PARENTHOOD OF ARKANSAS & EASTERN OKLAHOMA**

THIS TRANSFER AGREEMENT (this "Agreement") is entered into as of August 16, 2021, (the "Effective Date"), by and between The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences ("UAMS" or "Receiving Hospital") and Planned Parenthood of Arkansas & Eastern Oklahoma's Little Rock health center, ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Hospital is a licensed acute care hospital capable of treating patients with unforeseen complications related to a procedure(s) performed by Transferring Facility;

WHEREAS, Transferring Facility is licensed under Arkansas law to provide health care services to patients from its location in Little Rock;

WHEREAS, the Parties mutually desire to enter into this Agreement to provide for the medically appropriate transfer of patients to Receiving Hospital from Transferring Facility's Little Rock location who have experienced unforeseen complications related to a procedure(s) performed at the Transferring Facility, and in compliance with applicable law (Ark. Code Ann. § 20-9-312);

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

I. RECITALS.

The recitals are incorporated herein by reference.

II. DUTIES AND RESPONSIBILITIES.

2.1 Joint Responsibilities. In accordance with the policies and procedures of the Transferring Facility and upon the recommendation of a patient's attending physician that such a transfer is medically necessary, the patient shall be transferred from the Transferring Facility in Little Rock to the Receiving Hospital. In such cases, the Receiving Hospital and the Transferring Facility agree to exercise their best efforts to provide for prompt treatment of the patient.

2.2 Receiving Hospital. The Receiving Hospital shall accept patients in need of transfer from the Transferring Facility in Little Rock pursuant to the criteria set forth in Section 2.1. Further, Receiving Hospital shall:

- a. Provide prompt and appropriate evaluation and treatment of a patient transferred to the hospital pursuant to the transfer agreement.
- b. Accept responsibility for the patient's care when the patient is received by the hospital.
- c. Direct charges performed by the hospital to the patient or patient's third-party payer.

d. Acknowledge receipt of the patient's personal effects in writing signed by an authorized representative of the hospital and deliver the receipt to the abortion facility.

2.3 Transferring Facility. Transferring Facility shall request transfers of patients in Little Rock to Receiving Hospital pursuant to the criteria set forth in Section 2.1. Further, Transferring Facility shall:

a. Direct transfer of patients to Receiving Hospital for medical treatment only where such transfer and referral has been determined to be medically necessary by the physician attending to the patient.

b. Notify Receiving Hospital of the impending transfer of a patient and receive confirmation of the availability of appropriate facilities, services, and staff necessary for the care of the patient.

d. Transfer immediately to Receiving Hospital the patient's personal effects and a document listing the effects. A standard form shall be adopted and used by both Parties for any relevant documentation.

e. At the time of transfer, provide the Receiving Hospital with complete and accurate information regarding the patient being transferred to the hospital, including copies of relevant portions of the patient's clinical record.

f. Transfer with the patient, the patient's medical records, demographic information, insurance information, and other information deemed necessary or otherwise required by law to facilitate the provision of medical care when the patient arrives at the hospital.

### III. FINANCIAL ARRANGEMENTS.

3.1 Billing and Collection. The patient is primarily responsible for payment for care provided by Transferring Facility or Receiving Hospital. Each Party shall bill and collect for services rendered by each Party pursuant to all state and federal guidelines and those set by third party payors. Neither the Transferring Facility nor the Receiving Hospital shall have any liability to the other for billing, collection or other financial matters relating to the transfer or the transferred patient.

3.2 Insurance. Transferring Facility shall, at its expense, maintain through insurance policies, self-insurance or any combination thereof, policies of comprehensive general liability and professional liability insurance with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate to insure Transferring Facility and its Board, officers, employees and agents acting within the scope of their duties and employment against any claim for damages arising by reason of injuries to property or personal injuries or death occasioned directly or indirectly in connection with services provided by Transferring Facility and activities performed by such Party in connection with this Agreement.

Receiving Hospital is under the exclusive jurisdiction of the Arkansas State Claims Commission, and as such, does not have a general liability insurance. Any claim against Receiving Hospital may be pursued only in a proceeding before the Arkansas State Claims Commission. In any such proceeding or in any court proceeding commenced by the injured party or parties, Receiving Hospital reserves the right to assert in good faith all claims and defenses available to it. Receiving Hospital maintains professional liability insurance with limits of \$1,000,000 per claim and \$3,000,000 in the

aggregate. This Agreement shall not be construed as or constitute a waiver of sovereign immunity of the State of Arkansas or its entities thereof, including Receiving Hospital; nor shall it constitute a waiver of the legal requirements for filing a claim against Receiving Hospital or the legal requirement that any and all claims against the State of Arkansas, its entities, including Receiving Hospital must be filed with the Arkansas State Claims Commission.

Either Party shall notify the other Party thirty (30) days prior to the termination or modification of such policies.

#### IV. TERM AND TERMINATION.

Term. The promises and obligations contained herein shall commence as of the Effective Date hereof and shall continue for a term of three (3) years, and shall renew for additional one-year terms upon mutual written agreement of the Parties, unless sooner terminated pursuant to Section 4.1.

##### 4.1 Termination.

a. Either Party shall have the right to terminate this Agreement immediately upon notice to the other Party in the event the other Party fails to maintain the licensure, certification or insurance necessary to carry out the provisions of this Agreement, or is charged with or convicted of an offense related to health care (each Party shall have an independent obligation to notify the other Party immediately in the event it becomes aware of any of the above listed actions).

b. In the event of breach of any of the terms or conditions of this Agreement by either Party and the failure of the breaching party to correct such breach within thirty (30) business days after written notice of such breach by either Party, such other Party may terminate this Agreement upon written notice of such termination to the breaching party.

c. This Agreement may terminate upon any terms mutually agreed to by the Parties.

4.2 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination.

#### V. MISCELLANEOUS.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all of the terms and conditions between the Parties with respect to the subject matter hereunder. Receiving Hospital and Transferring Facility shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other agreements, either written or oral, between the Parties with respect to the subject matter hereof,

5.2 Governing Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arkansas.

5.3 Execution and Amendments. Several copies of this Agreement shall be signed on behalf of each Party hereto. Each signed copy shall be deemed an original, but all signed copies together shall

be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be in writing and signed as required above.

5.4 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, legal representatives and assigns, and neither this Agreement nor any right or interest of Receiving Hospital or Transferring Facility arising herein shall be voluntarily or involuntarily sold, transferred or assigned without the prior written consent of the other Party. Any attempted assignment or assignment by one of the Parties to this Agreement shall not release the assigning Party from any liability to the other Party or a third party that arises from the assignee's performance hereunder.

5.5 Independent Relationship. The Parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the Parties, or to allow any Party to exercise control or direction over the manner or method by which any of the Parties perform services herein. It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent nor wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one Party against the other or against a third party.

5.6 Waiver. 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 provisions hereof.

5.7 Notice. Notices required herein shall be considered effective when delivered in person, or when sent by United States certified mail, postage prepaid, return receipt requested and addressed to:

Receiving Hospital  
University of Arkansas for Medical Sciences (UAMS)  
Attn: Contracts Administration  
4301 W. Markham St. Little Rock, AR 72205

Transferring Facility:  
Planned Parenthood of Arkansas & Eastern Oklahoma  
Attn: Emily Wales  
4401 W. 109<sup>th</sup> Street, Overland Park, KS 66211

or to other such address, and to the attention of such other person(s) or officer(s) as a Party may designate by written notice.

5.9 Section Headings. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

5.10 Authorization. The Parties warrant and hereby certify that the individuals signing this agreement are authorized to execute this Agreement on behalf of their respective entities.

5.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement by their duly authorized representatives, who certify they have said authority, in multiple originals as of the last date written below.

TRANSFERRING FACILITY:


Planned Parenthood of Arkansas & Eastern Oklahoma

By: 

Dated: August 26, 2021

RECEIVING HOSPITAL:

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences (UAMS)

By: 

Dated: 8/30/2021 | 09:10:25 EDT