

## TRANSFER AGREEMENT

### ODEM AT AUGLAIZE AND WAPAKONETA CITY SCHOOLS

THIS TRANSFER AGREEMENT (“Agreement”) was entered into as of 11/18/2021 (“Commencement Date”), by and between Wapakoneta City Schools, 1102 Gardinia Dr., Wapakoneta Ohio 45895 and ODEM AT Auglaize Operating LLC, 13093 Infirmary Road, Wapakoneta Ohio 45895.

#### RECITALS

WHEREAS, Wapakoneta City Schools and ODEM AT Auglaize desire to assure the continuity of care and treatment appropriate to the needs of residents in the event of situations that necessitate the immediate transfer of residents from the facility.

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

**A. Term**

This agreement shall commence on the Commencement Date and shall continue for a period of one (1) year, and thereafter it shall be renewed automatically for successive periods of one (1) year, unless sooner terminated as herein provided.

**B. Termination**

1. Voluntary Termination. This agreement may be terminated by either party for any reason, by giving thirty (30) days prior written notice of its intention to terminate this Agreement. To ensure the continuity of care to patients who already are involved in the transfer process, this Agreement shall continue, and the parties hereto will be required to meet their commitments under this Agreement, to all patients to whom the transfer process has begun in good faith.

2. Involuntary Termination. This Agreement shall be terminated immediately, effective upon receipt of notice by non-terminating party, upon the occurrence of any of the following: (a) either party is substantially destroyed by fire or other casualty to such an extent that the patient care provided by such facility cannot be carried out adequately; (b) either party loses its license or accreditation; or (c) either party no longer is able to provide the service for which this Agreement was sought.

**C. Autonomy/Independent Contractor Status**

The parties agree that each shall continue to have the exclusive control of the management, business and properties of their respective institutions, and that neither party by virtue of this Agreement assumes any liability for the debts or obligations of the other party to the Agreement. Both parties are independent contractors. Neither

party 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 party, nor shall it in any way alter the control of management, assets, and affairs of the respective facilities. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture, or other such relationship between the parties.

**D. Patient Transfer**

1. Admission of patients. The parties agree to admit patients from the facility as promptly as possible in accordance with its established admission policy whenever necessary due to disaster or emergency situation. The temporary transfer will not last longer than 24-48 hours or a time mutually agreed upon by both parties.
2. Consent. Odem At Auglaize shall have the responsibility for obtaining the patient's consent to the transfer to the other facility prior to the transfer, if the patient is competent. If the patient is not competent, Odem At Auglaize shall obtain a responsible party's consent; if such consent is not possible, the consent of the patient's physician shall be obtained by the transferring facility.
3. Notice. The parties will give notice to each other as far in advance as practicable of an impending transfer.
4. Transportation. Odem At Auglaize shall have responsibility for arranging transportation of the patient to the other facility, including selection of the mode of transportation of the patient to the other facility, and providing appropriate health care practitioner(s) to accompany the patient during the temporary relocation. Wapakoneta City Schools will not be held liable for care during this period of time.

**E. Transfer of Information**

1. Medical records. Odem At Auglaize agrees to transfer medical records and other information that may be necessary or useful in the care and treatment of patients transferred hereunder, as required and permitted by all applicable Federal and State laws. Such information shall be provided by Odem At Auglaize in advance, when possible, and in any event at the time of transfer, and shall be recoded on a transfer and referral from that is mutually acceptable to both parties.
2. Personal effects. Procedures for affecting the transfer of personal effects and valuable shall be developed by the parties. A standard form shall be adopted and used by both parties for affecting the transfer of a patient's personal effects and valuables.

**F. Payments for Services**

Odem At Auglaize shall be responsible for billing and collecting for services rendered to patients while in its respective Institution. The patient is primarily responsible for payment for care received at either Institution and, prior to transfer, the patient should be required, if competent, to acknowledge the obligation to pay such care at the receiving Institution.

**G. Miscellaneous**

1. Non-exclusivity. Nothing in the Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Agreement is in effect.
2. Marketing & Advertising. Neither party shall use the name, logo, symbol or trademark of the other party in a promotional material unless review and approval of the intended use is first obtained in writing from the party whose name is to be used.
3. Liability. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other Institution.
4. Compliance with laws. Both parties agree to comply with all applicable Federal and State laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, and disability.
5. Governing Law. This agreement has been executed and delivered in, shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio.
6. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, address as follows

If to School:

Wapakoneta City Schools  
1102 Gardinia Dr.  
Wapakoneta OH 45895

If to Nursing Home:

Odem At Auglaize  
13093 Infirmary Road  
Wapakoneta OH 45895

Any party may change its address by giving notice in accordance with its provisions of this subparagraph.

7. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however that this Agreement may be assigned by either party to any successor entity operating the Wapakoneta City Schools or Odem At Auglaize, and such assignment shall forever release the respective party hereunder.
8. 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.
9. 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.

10. Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.
11. 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, and this Agreement may not be amended, modified, waived, or discharged except by an instrument in writing signed by the parties hereto.
12. Amendments. This Agreement may only be amended by the written consent of both parties.
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be original, but all of which shall be deemed to constitute one instrument.
14. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assignees.
15. Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Agreement as if fully set forth herein.

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

Wapakoneta City Schools

By: Mike Watt

Name: [Signature]

Title: Dir. of Operations

Date: 11-19-21

Odem At Auglaize Nursing Home

By: RICK HARLIN

Name: [Signature]

Title: LWHD

Date: 11/18/2021