

Transfer Affiliation Agreement
Between
His Branches Inc.
And
Highland and Strong Memorial Hospitals

This Transfer Agreement is made by and between His Branches, Inc., 340 Arnett Blvd., Rochester, NY (hereinafter referred to as HBI) and Strong Memorial Hospital, 601 Elmwood Avenue, Rochester, NY (including Highland Hospital, 1000 South Avenue, Rochester, NY, hereinafter referred to together as the Hospital), both operating under certificates issued under Article 28 of the New York State Public Health Law.

1. HBI agrees to transfer and the Hospital agrees to receive transferred patients whenever it is deemed medically appropriate.
2. HBI agrees to transfer promptly such medical and other information as is relevant to enable the Hospitals to render proper care for transferred patients.
3. Both parties agree that for each admission to the Hospital of transferred patients discharged by HBI the governing authority of each party shall assure that:
 - The personal, alternative, or staff physician requests or agrees to the admission, transfer or discharge unless the patient signs out or is signed out against medical advice.
 - Admission information is obtained and transfers and discharge information is furnished as required by New York State law and regulation.
 - The method of physically transporting the patient is safe and medically approved by the responsible physician.
 - The patient's personal effects, especially monies and valuables, are transported and stored in a place known and reasonably accessible to the patient or to a person or agency legally authorized to act in the patient's behalf, and full information about same is on file and readily available in a secure location.
4. If both parties approve an emergency or unusual admission, transfer or discharge, the requirements of Paragraph 3 above shall be waived providing the circumstances and the reasons are recorded in the medical record.
5. The term of this Transfer Affiliation Agreement shall commence when HBI receives New York State Department of Health approval to operate and shall be automatically renewed unless either party notifies the other at least ninety (90) days prior to the end of the then current term that this Agreement shall not be renewed.
6. Neither party to this Agreement shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.
7. This agreement may not be amended except in writing and signed by both parties to this Agreement.

8. The terms, covenants, conditions and provisions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, their successors and assigns.
9. This agreement constitutes the entire agreement of the parties with respect to this subject matter and supersedes all prior understandings or agreements between the parties with respect to the subject matter.

The parties signed this Agreement on the 4th day of August 2006, to become effective upon receipt of New York State Department of Health approval for HBI to operate a primary care Diagnostic and Treatment Facility at 340 Arnett Boulevard, Rochester, NY.

Signed:



William R. Morehouse, MD
Medical Director, His Branches, Inc.



Raymond Mayewski, MD
Medical Director, Strong Memorial Hospital