

# **EXHIBIT 40**

# **EXHIBIT 40**

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

79th MEDICAL GROUP/MALCOLM GROW MEDICAL CENTER,  
ANDREWS AFB, MARYLAND

## AND

PRINCE GEORGES' HOSPITAL CENTER

1. **SUBJECT:** Memorandum of Understanding between 79th Medical Group, Malcolm Grow Medical Center, Andrews Air Force Base, Maryland and Prince George's Hospital Center, for provision of medical services in the event of an emergency.
2. **BACKGROUND:** Referrals of patients and patient care services which are beyond the capabilities of the 79th Medical Group or other military facilities are routinely made to the local area civilian community. In the event of a local emergency, such as a major accident or a scenario involving weapons of mass destruction, the resources of the 79th Medical Group may become temporarily overextended or a situation may dictate the temporary relocation of our inpatients to another medical facility. In this event, short-notice referral or relocation of patients to the same civilian facilities may be required, as described in the 79th Medical Group Medical Contingency Response Plan (MCRP).
3. **AGREEMENT:**
  - a. In the event of a local emergency or a scenario involving weapons of mass destruction that generates medical requirements beyond the resources of the 79th Medical Group or requires the relocation of patients from the facility, the Prince George's Hospital Center agrees to accept referrals of patients for emergency care and treatment, admission, or other appropriate care. Prince George's Hospital Center agrees to provide the following resources:
    1. **Types of Specialties:** Trauma, Cardiology, NICU, Critical Care, Medical Surgical
    2. **Levels of Care:** Level II Trauma Center, Level II NICU, Cardiac
    3. **Patient Beds:** Ten (10)
    4. **No Transportation Support**
  - b. The 79th Medical Group will transport the patients to the accepting referral facility or as coordinated through the Prince George's County Fire Department

and/or the Maryland Institute of Emergency Medical Services (MIEMS).

- c. The 79th Medical Group through the Emergency Department, Medical Control Center (MCC) or the MIEMS will coordinate these requests for services. All requests will be directed to the point of contact (POC) named below, as designated by the Prince George's Hospital Center:

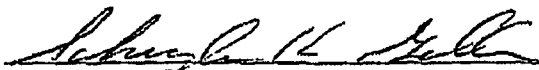
POC: Ryvette Smith, RN

Telephone Number: (301) 618-6414

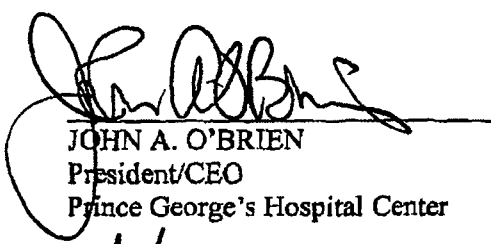
Address: 3001 Hospital Drive,  
Cheverly, Md 20785

- d. Administrative accounting of patients treated or admitted under terms of this agreement will be accomplished. The referral facility agrees to provide required administrative data upon request to the 79th Medical Group Admissions and Dispositions Office.
- e. Subsequent transfer, discharge, or other disposition of referred patients will likewise be reported to the 79th Medical Group Admissions and Dispositions Office.
- f. Billing should be through patient's medical insurance. Reimbursement claims will be filed by the civilian hospital through the managed care contractor Healthnet Federal Services for resolution.
- g. This agreement will become effective upon the date of signature by both parties and will continue until terminated by either signatory. This agreement will be reviewed biennially. Terms of the agreement may be amended at any time upon mutual written consent by both parties. Termination by either party will require written notification 30 days in advance of termination, unless immediate termination is determined in the best interest of the United States Government.
- h. This agreement is developed and maintained by the 79th Medical Group Medical Readiness and Planning Office.

4. REVIEWED AND APPROVED:

  
SCHUYLER K. GELLER, Colonel, USAF, MC, SFS  
Commander, 79th Medical Group

6 Aug 07  
(DATE)

  
JOHN A. O'BRIEN  
President/CEO  
Prince George's Hospital Center

12/11/82  
(DATE)





DEPARTMENT OF THE AIR FORCE  
79TH MEDICAL WING (AFDW)

21 Nov 07

MEMORANDUM FOR PRINCE GEORGE'S HOSPITAL CENTER  
3001 Hospital Drive  
Cheverly MD 20785

RECEIVED

NOV - 3 2007

FROM: 579 MDG/Commander  
238 Brookley Avenue  
Bolling AFB DC 20032

SUBJECT: Memorandum of Agreement (MOA) between Prince George's Hospital Center and  
579th Medical Group

Attn: Mr. O'Brien,

1. Enclosed is the MOA outlining emergency medical treatment between our facilities. This form has been updated/reviewed/signed by the 579th Medical Group commander. Upon signature by Prince George's Hospital Center Chief Executive Officer, please send a copy to our office for our files at the address listed above.
2. Summary of changes: updated name of 579th Medical Group and personnel.
3. Please contact Capt Tracy Allen, 202-404-7743, if you have any questions.

A handwritten signature in black ink, appearing to read "DLO", is positioned above the typed name of the commander.

DENNIS L. OAKES, Colonel, USAF, NC  
Commander  
579th Medical Group



DEPARTMENT OF THE AIR FORCE  
79TH MEDICAL WING (AFDW)

MEMORANDUM FOR PRINCE GEORGE'S HOSPITAL CENTER  
3001 Hospital Drive  
Cheverly MD 20785

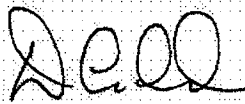
FROM: 579 MDG/Commander  
238 Brookley Avenue  
Bolling AFB DC 20032

SUBJECT: Memorandum of Agreement

1. The Department of Defense has directed all military medical treatment facilities to have a memorandum of agreement with surrounding civilian medical treatment facilities regarding the procedures for referral and transfer of emergency patients. The 579th Medical Group (Bolling AFB Clinic) is a family practice clinic with ancillary services and a 'basic life support' transport ambulance service.
2. Occasionally there is a need to transport patients requiring emergency medical care to another facility with more adequate capabilities. Prince George's Hospital Center, at a distance of 10 miles, is an appropriate facility to Bolling AFB Clinic. Historically, there has been an effective working relationship between our medical staff and your emergency department. We would like to continue that relationship and update our memorandum of agreement.
3. This memorandum documents the informal agreement between the 579 MDG Commander and the Chief Executive Officer of Prince George's Hospital Center. This memorandum will serve as a record of good faith intentions and is not contractually binding for either party. It outlines procedures and responsibilities pertaining to Prince George's Hospital Center providing emergency medical treatment for the 579th Medical Group beneficiary population.
4. Prince George's Hospital Center will:
  - a. Provide emergency medical care for the 579th Medical Group's patient population.
  - b. Assist the 579th Medical Group's medical staff to coordinate inpatient transfer to a local military treatment facility for any active duty patient who is admitted to their facility. Transfer will be made as soon as the patient's medical condition safely allows and will be done in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations.
  - c. Advise active duty individuals presenting for non-emergency care that the U.S. Air Force may not take financial responsibility for such treatment and that they may be held personally liable for the cost of this care.
  - d. Advise non-active duty DOD beneficiaries that those expenses not covered by TRICARE become their individual responsibility.

5. The 579th Medical Group will actively support an ongoing patient population education and awareness program stressing individual responsibility for expenses resulting from active duty patients receiving non-emergency care and non-active duty patients receiving any type of care from civilian medical facilities.

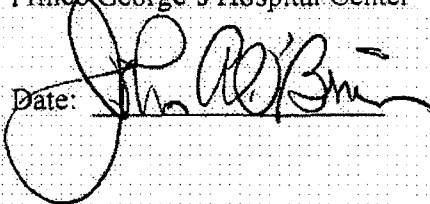
6. The terms of this memorandum will commence as of the date signed by both parties and will continue until terminated by either party. This memorandum will be reviewed annually by the designated officials from Prince George's Hospital Center and the 579th Medical Group. Modification may be initiated by either party at any time a change is needed. Notice will be given at least 30 days in advance of the effective date for required change. Changes to this MOU will be with the approval of both parties. Termination by either party will require that written notification be sent by registered mail 30 days prior to the effective date.



DENNIS L. OAKES, Colonel, USAF, NC  
Commander  
579th Medical Group

Date: 21 Nov 2007

JOHN A. O'BRIEN  
Chief Executive Officer  
Prince George's Hospital Center



Date: \_\_\_\_\_

Annual Review:

Year	Reviewed / Approved:	Date:
2008	_____	_____
2009	_____	_____
2010	_____	_____
2011	_____	_____





## TRANSFER AGREEMENT BETWEEN BOWIE HEALTH CENTER AND PRINCE GEORGE'S HOSPITAL CENTER

This Agreement is entered into this 18<sup>th</sup> day of August, 2008, by and between Bowie Health Center (BHC) and Prince George's Hospital Center (PGHC).

WHEREAS, state and federal laws, rules and regulations require that ambulatory emergency and surgical centers have a transfer agreement with one or more hospitals; and

WHEREAS, both BHC and PGHC desire to assure continuity of care and treatment appropriate to the needs of each patient in PGHC and BHC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, BHC and PGHC agree as follows:

1. **TRANSFER OF PATIENTS.** Whenever the attending physician of a patient determines that a transfer of the patient from one of the institutions to the other is medically appropriate, the parties shall take whatever steps are reasonably necessary to affect a transfer as promptly as possible. Each party shall give notice of an impending transfer to the other party as far in advance as possible. The transferor institution shall arrange for transportation of the patient to the other institution unless the parties mutually agree otherwise. Notwithstanding the foregoing, the transferee institution shall not be required to admit any patient whose needs the transferee institution cannot meet or who otherwise does not meet the admission criteria of the transferee institution.

2. **EXCHANGE OF INFORMATION.** The parties agree to exchange medical and other information as may be necessary or useful in the care and treatment of patients transferred under this Agreement. Such information shall be provided by the transferor institution in advance, when possible, and in any event at the time of transfer, in a format mutually agreed upon by the parties. Information exchanged shall be in accordance with the requirements of the applicable state and federal laws, rules and regulations.

3. **TRANSFER OF PERSONAL EFFECTS.** Procedures for providing for the security of and accountability for the transfer of the personal effects of patients shall be developed by the parties. A standard form shall be adopted and used for documenting the transfer of personal effects and valuables of patients.

4. **FINANCIAL ARRANGEMENTS.** Each party shall be responsible for collecting for its services to patients transferred under this Agreement, and neither party shall have any liability to the other for such charges, nor shall either party be responsible for collecting accounts receivable of the other party which may still be outstanding after a transfer occurs.

5. **TERM.** The term of this Agreement shall commence upon the date first written above, and shall continue until terminated by either party upon sixty (60) days prior written notice to the other party, which notice shall specify the effective date of termination.

Notwithstanding the foregoing provision, this Agreement shall terminate immediately and automatically if: (a) either party has its license to operate revoked, suspended, or not renewed and all appeals have been exhausted, or (b) either party's provider agreement under the Medicare or Medicaid program is cancelled, terminated or not renewed and all appeals have been exhausted.

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

7. **AGREEMENT NOT EXCLUSIVE.** This is not an exclusive agreement, and either party may contract with other institutions for the transfer of patients at any time while this Agreement is in effect.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all previous agreements, understandings and negotiations, whether written or oral. This Agreement may be amended or modified only by a written document signed by both parties.

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

Bowie Health Center

BY: 

Stewart Seitz, President

Prince George's Hospital Center

BY: 

John O'Brien, President



## **PATIENT TRANSFER AGREEMENT**

**THIS PATIENT TRANSFER AGREEMENT ("Agreement")** is made as of August 1, 2010 by and between Dimensions Healthcare System, d/b/a Prince George's Hospital Center, located at 3001 Hospital Drive, Cheverly, MD 20785 and Cardiovascular Ambulatory Surgery Center of America, P.A., with a Corporate office located at 12200 Annapolis Road, Suit 225, Glenn Dale, MD 20769 (collectively "the facilities").

**WHEREAAS**, The parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities.

**WHEREAS**, The parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission ("TJC") (f/k/a "The Joint Commission on the Accreditation of Healthcare Organizations) and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.
2. **RESPONSIBILITIES OF THE TRANSFERRING FACILITY.** The Transferring Facility shall be responsible for performing or ensuring performance of the following:
  - a. Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer.
  - b. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations.

- c. Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility.
- d. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient.
- e. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and care.
- f. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient.
- g. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician.
- h. Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible.
- i. Transfer or other appropriate disposition of the patient's personal effects, including, but not limited to, money and valuables and information related to those items.
- j. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county or other public entity.
- k. Notify the Receiving Facility of the estimated time of arrival of the patient.
- l. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.
- m. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

- n. Recognize the right of a patient to refuse consent to treatment or transfer. Facility must obtain the patient's consent to the transfer, prior to transfer.
  - o. Recognize the right of a patient to request to transfer into the care of a physician and hospital of the patient's choosing. Nothing in this agreement shall restrict a patient's freedom of choice to be transferred to a facility other than Receiving Facility.
  - p. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.
3. **RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:
- a. Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient.
  - b. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility.
  - c. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency.
  - d. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.
  - e. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.
  - f. Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law.
  - g. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient.
  - h. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient.

- i. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.
4. **BILLING.** Each facility will be solely responsible for billing and collecting payment for the respective services provided. Each facility shall directly bill the responsible party whether it is the patient, third party coverage, Medicare or Medicaid, or other sources routinely billed by that facility. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.
5. **RETRANSFER; DISCHARGE.** The Transferring Facility agrees to re-admit the patients at such time as the patient is ready for transfer back to the Transferring Facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, unless the patient is to be transferred to another agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility.
6. **COMPLIANCE AND FEDERAL PROGRAM ELIGIBILITY.** The parties shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and local governments and of any and all of their department and bureaus applicable to this Agreement. The parties also shall comply with all standards and amendments thereto, of all entities, which govern, regulate and/or accredit the parties, including, but limited to, federal, state and local governmental agencies.
7. **INSURANCE.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.
8. **CONFIDENTIALITY AND PRIVACY.** Each party shall hold in strict confidence all patient and business records and information obtained from the other party in connection with this Agreement. Each party shall disclose such records and information only to persons or entities authorized by law or by the written consent of the other party and, if applicable, written consent of the patient or the patient's legal representative.



9. **NON-DISCRIMINATION:** Facilities do not discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, disability, marital status, veteran status, or any other legally prohibited factor in the administration and provision of health care services, employment practices, or other related activities. Facilities, in the performance of its duties hereunder, shall not discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, disability, or any other legally prohibited factor.

10. **RECORDS.**

- a. Upon the written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the Agency and any of its Affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The parties agree that any applicable attorney-client, accountant-client, or other legal privileges shall not be deemed waived by virtue of this Agreement.
- b. Until the expiration of four (4) years after the furnishing of any services hereunder and in the event the services are provided by the parties hereunder are valued at Ten Thousand Dollars (\$10,000) or more during any 12-month period, the parties shall make available upon written request of the Secretary of the United States Department of Health and Human Services or upon the written request of the United States Comptroller General, or any of their duly authorized representatives, all contracts, books, documents or records that are necessary to certify the nature and extent of any and all charges, costs and payments made or received hereunder.
- c. Each party or its designated representative is granted access at any reasonable time, upon reasonable conditions and notice, to the books and records of the other party insofar as necessary to verify or review accounting records for the purpose of determining compliance with the terms and provisions of this agreement only.

11. **TERM; TERMINATION.**

- a. The term of this Agreement shall be for a period of three (3) years, commencing on the effective date stated below, unless sooner terminated as provided herein.
- a. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- a. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:

- 1) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately.
  - 2) Either facility loses its license, is convicted of a criminal offense related to health care, or is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.
  - 3) Either facility files for the protection from creditors.
12. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.
13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the state of Maryland. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
14. **SEVERABILITY.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
15. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Prince George's Hospital Center:

3001 Hospital Drive  
Executive Office  
Cheverly, MD 20785

If to Cardiovascular Ambulatory Surgery Center of America, P.A.:

12200 Annapolis Road  
Suite 225  
Glenn Dale, MD 20769

16. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
17. **ASSIGNMENT; BINDING EFFECT.** Facilities shall not assign or transfer, in whole or in part, this Agreement or any of Facilities' rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement

shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**18. CHANGES IN LAW.**

a. **Legal Event; Consequences.** Notwithstanding any other provision of this Agreement, if, subsequent to the effective date hereof, the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any Safe Harbor regulations pursuant to 42 U.S.C. 1320-7b (anti-kickback statute) or any self-referral regulations pursuant to 42 U.S.C. 1395nn ("Stark II") (collectively or individually, "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a Safe Harbor rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with the next Subparagraph.

b. **Notice Requirements.** The Noticing Party shall give notice to the other party together with an opinion of counsel setting forth the following information:

- 1) The Legal Event(s) giving rise to the notice;
- 2) The consequences of the Legal Event(s) as to the Noticing Party;
- 3) The Noticing Party's intention to either:
  - (a) Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or
  - (b) Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:
- 4) to further comply with any Safe Harbor rules or regulations created or affected by the Legal Event(s); and/or
- 5) to satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or
- 6) to preserve the Noticing Party's ability to refer, accept referrals, or present bills or claims to or from the other party or any other person or entity; and/or

- 7) to eliminate or minimize the risk of prosecution or civil monetary penalty;
- 8) the Noticing Party's proposed amendment(s); and
- 9) the Noticing Party's request for commencement of the Renegotiation Period (as defined below).

**THE PARTIES HERETO** have executed this Agreement effective as of the date first written above.

**DIMENSIONS HEALTHCARE SYSTEM d/b/a PRINCE GEORGE'S HOSPITAL CENTER**

By: \_\_\_\_\_

Name: John A. O'Brien

Title: President

**CARDIOVASCULAR AMBULATORY SURGERY CENTER OF AMERICA, PA.**

By: \_\_\_\_\_

Name: Sanjiv Lakhanpal, MD

Title: Medical Director



## PATIENT TRANSFER AGREEMENT

**THIS PATIENT TRANSFER AGREEMENT** ("Agreement") is made as of August 1, 2010 by and between Dimensions Healthcare System, d/b/a Prince George's Hospital Center, located at 3001 Hospital Drive, Cheverly, MD 20785 and Center for Vascular Medicine, with a Corporate office located at 7300 Hanover Drive Suite 104 Greenbelt, MD 20770 (collectively "the facilities").

**WHEREAAS**, The parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities.

**WHEREAS**, The parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission ("TJC") (f/k/a "The Joint Commission on the Accreditation of Healthcare Organizations") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.
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  - b. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations.
  - c. Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility.
  - d. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient.
  - e. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and care.
  - f. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient.
  - g. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician.
  - h. Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible.

- i. Transfer or other appropriate disposition of the patient's personal effects, including, but not limited to, money and valuables and information related to those items.
- j. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county or other public entity.
- k. Notify the Receiving Facility of the estimated time of arrival of the patient.
- l. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.
- m. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.
- n. Recognize the right of a patient to refuse consent to treatment or transfer. Facility must obtain the patient's consent to the transfer, prior to transfer.
- o. Recognize the right of a patient to request to transfer into the care of a physician and hospital of the patient's choosing. Nothing in this agreement shall restrict a patient's freedom of choice to be transferred to a facility other than Receiving Facility.
- p. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.

**3. RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

- a. Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient.
- b. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility.
- c. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency.
- d. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.
- e. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.
- f. Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law.
- g. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient.
- h. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient.
- i. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

**4. BILLING.** Each facility will be solely responsible for billing and collecting payment for the respective services provided. Each facility shall directly bill the responsible party whether it is the patient, third party coverage, Medicare or Medicaid, or other sources routinely billed by that facility. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.

**5. RETRANSFER; DISCHARGE.** The Transferring Facility agrees to re-admit the patients at such time as the patient is ready for transfer back to the Transferring Facility or discharge from the Receiving Facility, in

accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, unless the patient is to be transferred to another agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is readmitted to the Transferring Facility.

6. **COMPLIANCE AND FEDERAL PROGRAM ELIGIBILITY.** The parties shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and local governments and of any and all of their department and bureaus applicable to this Agreement. The parties also shall comply with all standards and amendments thereto, of all entities, which govern, regulate and/or accredit the parties, including, but limited to, federal, state and local governmental agencies.
7. **INSURANCE.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.
8. **INDEMNIFICATION.** The Facilities will indemnify and save and hold harmless each other from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from or alleging negligent, intentional or willful acts or omissions by the other party in the performance of any duty or obligation imposed on the other or any failure to comply with any obligation in this Agreement. Upon notice from either party, the parties will resist and defend the action at its own expense. Notwithstanding the foregoing, the party against whom indemnification is sought will have the right to defend the other party at its cost and expense with counsel of its selection. The selection of counsel by the party against whom indemnification is sought will be with the advice of the party asserting the right of indemnification.
9. **CONFIDENTIALITY AND PRIVACY.** Each party shall hold in strict confidence all patient and business records and information obtained from the other party in connection with this Agreement. Each party shall disclose such records and information only to persons or entities authorized by law or by the written consent of the other party and, if applicable, written consent of the patient or the patient's legal representative.
10. **NON-DISCRIMINATION:** Facilities do not discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, disability, marital status, veteran status, or any other legally prohibited factor in the administration and provision of health care services, employment practices, or other related activities. Facilities, in the performance of its duties hereunder, shall not discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, disability, or any other legally prohibited factor.
11. **RECORDS.**
  - a. Upon the written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the Agency and any of its Affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The parties agree that any applicable attorney-client, accountant-client, or other legal privileges shall not be deemed waived by virtue of this Agreement.
  - b. Until the expiration of four (4) years after the furnishing of any services hereunder and in the event the services are provided by the parties hereunder are valued at Ten Thousand Dollars (\$10,000) or more during any 12-month period, the parties shall make available upon written request of the Secretary of the United States Department of Health and Human Services or upon the written request of the United States Comptroller General, or any of their duly authorized representatives, all contracts, books, documents or records that are necessary to certify the nature and extent of any and all charges, costs and payments made or received hereunder.



- c. Each party or its designated representative is granted access at any reasonable time, upon reasonable conditions and notice, to the books and records of the other party insofar as necessary to verify or review accounting records for the purpose of determining compliance with the terms and provisions of this agreement only.

**12. TERM; TERMINATION.**

- a. The term of this Agreement shall be for a period of three (3) years, commencing on the effective date stated below, unless sooner terminated as provided herein.
- b. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- c. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:
  - 1) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately.
  - 2) Either facility loses its license, is convicted of a criminal offense related to health care, or is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.
  - 3) Either facility files for the protection from creditors.

- 13. ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

- 14. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the state of Maryland. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

- 15. SEVERABILITY.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

- 16. NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to: Prince George's Hospital Center  
3001 Hospital Drive  
Executive Office  
Cheverly, MD 20785

If to: Center for Vascular Medicine  
7300 Hanover Drive Suite 104  
Greenbelt, MD 20770

- 17. WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

- 18. ASSIGNMENT; BINDING EFFECT.** Facilities shall not assign or transfer, in whole or in part, this Agreement or any of Facilities' rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**19. CHANGES IN LAW.**

- a. **Legal Event; Consequences.** Notwithstanding any other provision of this Agreement, if, subsequent to the effective date hereof, the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or non-governmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any Safe Harbor regulations pursuant to 42 U.S.C. 1320-7b (anti-kickback statute) or any self-referral regulations pursuant to 42 U.S.C. 1395nn ("Stark II") (collectively or individually, "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a Safe Harbor rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with the next Subparagraph.
- b. **Notice Requirements.** The Noticing Party shall give notice to the other party together with an opinion of counsel setting forth the following information:
- 1) The Legal Event(s) giving rise to the notice;
  - 2) The consequences of the Legal Event(s) as to the Noticing Party;
  - 3) The Noticing Party's intention to either:
    - (a) Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or
    - (b) Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:
  - 4) to further comply with any Safe Harbor rules or regulations created or affected by the Legal Event(s); and/or
  - 5) to satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or
  - 6) to preserve the Noticing Party's ability to refer, accept referrals, or present bills or claims to or from the other party or any other person or entity; and/or
  - 7) to eliminate or minimize the risk of prosecution or civil monetary penalty;
  - 8) the Noticing Party's proposed amendment(s); and
  - 9) the Noticing Party's request for commencement of the Renegotiation Period (as defined below).

**THE PARTIES HERETO** have executed this Agreement effective as of the date first written above.

**DIMENSIONS HEALTHCARE SYSTEM d/b/a PRINCE GEORGE'S HOSPITAL CENTER**

By: 

Name: John A. O'Brien

Title: President

**CENTER FOR VASCULAR MEDICINE**

By: 

Name: Sanjiv Lakhani, MD

Title: President & CEO



## **PATIENT TRANSFER AGREEMENT**

**THIS PATIENT TRANSFER AGREEMENT** (the "Agreement") is made the 1st day of September, 2006 (the "Effective Date"), by and between PRINCE GEORGE'S HOSPITAL CENTER (hereinafter "Hospital"), and DVA HEALTHCARE RENAL CARE, INC., a Nevada corporation (hereinafter "Company").

### **WITNESSETH**

**WHEREAS**, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following Company clinic:

*Landover Dialysis  
1200 Mercantile Lane, Suite 105  
Largo, Maryland 20774*

**WHEREAS**, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities; and

**WHEREAS**, the parties wish to facilitate the continuity of care and the timely transfer of patients and records between the facilities.

**WHEREAS**, only a patient's attending physician (not Company or the Hospital) can refer such patient to Company for dialysis treatments.

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

**1. HOSPITAL OBLIGATIONS.** In accordance with the policies and procedures as hereinafter provided, and upon the recommendation of an attending physician, a patient of Company may be transferred to Hospital.

(a) Hospital agrees to exercise its best efforts to provide for prompt admission of patients provided that all usual, reasonable conditions of admission are met. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Transfer record forms shall be completed in detail and signed by the physician or nurse in charge at Company and must accompany the patient to the receiving institution.

(b) Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable

discrimination or based upon the patient's inability to pay for services rendered by either facility.

## **2. COMPANY OBLIGATIONS.**

(a) Upon transfer of a patient to Hospital, Company agrees:

- i. That it shall transfer any needed personal effects of the patient, and information relating to the same, and shall be responsible therefore until signed for by a representative of Hospital;
- ii. Original medical records kept by each of the parties shall remain the property of that institution; and
- iii. That transfer procedures shall be made known to the patient care personnel of each of the parties.

(b) Company agrees to transmit with each patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary to continue the patient's treatment without interruption and to provide identifying and other information, to include:

- i. current medical findings;
- ii. diagnosis;
- iii. rehabilitation potential;
- iv. discharge summary;
- v. a brief summary of the course of treatment followed;
- vi. nursing and dietary information;
- vii. ambulating status; and
- viii. administrative and pertinent social information.

(c) Company agrees to readmit to its facilities patients who have been transferred to Hospital for medical care as clinic capacity allows. Hospital agrees to keep the administrator or designee of Company advised of the condition of the patients that will affect the anticipated date of transfer back to Company and to provide as much notice of the transfer date as possible. Company shall assign readmission priority for its patients who have been treated at Hospital and who are ready to transfer back to Company.

3. **BILLING, PAYMENT, AND FEES.** Hospital and Company each shall be responsible for billing the appropriate payor for the services it provides, respectively, hereunder. Company shall not act as guarantor for any charges incurred while the patient is a patient in Hospital.

4. **HIPAA.** Hospital and Company agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Hospital and Company acknowledge and agree that from time to time, HIPAA may require modification to this Agreement for compliance purposes. Hospital and Company further acknowledge and agree to comply with requests by the other party hereto related to HIPAA.

5. **STATUS AS INDEPENDENT CONTRACTORS.** The parties acknowledge and agree that their relationship is solely that of independent contractors. Governing bodies of Hospital and Company shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any other Hospital or facility on either a limited or general basis while this Agreement is in effect. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall be obtained from the party whose name is to be used and its legal counsel.

6. **INSURANCE.** Each party shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, comprehensive general liability, property damage, and workers compensation insurance in amounts generally acceptable in the industry, and professional liability insurance providing minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 in aggregate. Each party shall deliver to the other party certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement, and annually thereafter upon the request of the other party. Each party shall provide the other party with not less than thirty (30) days prior written notice of any change in or cancellation of any of such insurance policies. Said insurance shall survive the termination of this Agreement.

7. **INDEMNIFICATION.**

(a) Hospital Indemnity. Hospital hereby agrees to defend, indemnify and hold harmless Company and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Hospital and its staff regardless of whether or not it is caused in part by Company or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Company.

(b) Company Indemnity. Company hereby agrees to defend, indemnify and hold harmless Hospital and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Company and its staff regardless of whether or not it is caused in part by or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Hospital.

(c) Survival. The indemnification obligations of the parties shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

**8. DISPUTE RESOLUTION.** Any dispute which may arise under this Agreement shall first be discussed directly with representatives of the departments of the parties that are directly involved. If the dispute cannot be resolved at this level, it shall be referred to administrative representatives of the parties for discussion and resolution.

(a) Informal Resolution. Should any dispute between the parties arise under this Agreement, written notice of such dispute shall be delivered from one party to the other party and thereafter, the parties, through appropriate representatives, shall first meet and attempt to resolve the dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which the written notice of such dispute is received by the other party.

(b) Resolution Through Mediation. If no resolution is reached through informal resolution, pursuant to Section 8(a) above, the parties shall, within forty-five (45) days of the first meeting referred to in Section 8(a) above, attempt to settle the dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Arbitration Association ("AAA") in the Commonwealth of Pennsylvania shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the dispute through formal mediation pursuant to this Section 8(b), the parties shall be entitled to seek any and all available legal remedies.

**9. TERM AND TERMINATION.** This Agreement shall be effective for an initial period of one (1) year from the Effective Date and shall continue in effect indefinitely after such initial term, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated for any reason within one (1) year of the Effective Date of

this Agreement, then the parties hereto shall not enter into a similar agreement with each other for the services covered hereunder before the first anniversary of the Effective Date. Termination shall be effective at the expiration of the sixty (60) day notice period. However, if either party shall have its license to operate its facility revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate on the date such revocation or ineligibility becomes effective.

**10. AMENDMENT.** This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any such modification or amendment shall be attached to and become part of this Agreement. No oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

**11. ENFORCEABILITY/SEVERABILITY.** The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

**12. COMPLIANCE RELATED MATTERS.**

(a) Owner acknowledges that Company is under a Corporate Integrity Agreement with the Office of the Inspector General of the Federal Department of Health and Human Services (the "CIA"), and that such CIA imposes various reporting and operational compliance related obligations on Company. To the extent not otherwise set forth herein, Owner agrees to cooperate with Company in compliance with the requirements of such CIA, as such requirements may apply to performance of the Agreement.

(b) Owner hereby certifies that it will comply with the terms of Company's Corporate Compliance Program, including any training required to be provided thereunder by Company to employees and certain contractors, and Company's Compliance Critical Concepts and policies and procedures related to compliance with 42 U.S.C. §1320a-7b(b) (the federal "Anti-Kickback Statute") a copy of each of which is provided to Owner herewith, and in each case as applicable to performance of the Agreement.

(c) Owner and Company agree and certify that the Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program.

(d) Owner certifies that it will abide by the terms of the Anti-Kickback Statute in all matters involving Company.



**13. EXCLUDED PROVIDER.** Each party represents that neither that party nor any entity owning or controlling that party has ever been excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact Company's ability to perform its obligations hereunder.

**14. NOTICES.** All notices, requests, and other communications to any party hereto shall be in writing and shall be addressed to the receiving party's address set forth below or to any other address as a party may designate by notice hereunder, and shall either be (a) delivered by hand, (b) sent by recognized overnight courier, or (c) by certified mail, return receipt requested, postage prepaid.

If to Hospital: Prince George's Hospital Center  
3001 Hospital Drive  
Cheverly, Maryland 20785

If to Company: DVA Healthcare Renal Care, Inc.  
10720 Columbia Pike, #500  
Silver Spring, Maryland 20901  
Attention: Divisional Vice President

*with a copy to:* DaVita Inc.  
5200 Virginia Way  
Brentwood, Tennessee 37027  
Attention: Group General Counsel

All notices, requests, and other communication hereunder shall be deemed effective (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by certified mail, five (5) business days following the day such mailing is made.

**15. ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party, except that Company may assign this Agreement to one of its affiliates or subsidiaries without the consent of Hospital.

**16. COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together

shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

**17. NON-DISCRIMINATION.** All services provided by Hospital hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color religion, sex national origin, handicap, or veteran status.

**18. WAIVER.** The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

**19. GOVERNING LAW.** The laws of the state of Maryland shall govern this Agreement.

**20. HEADINGS.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

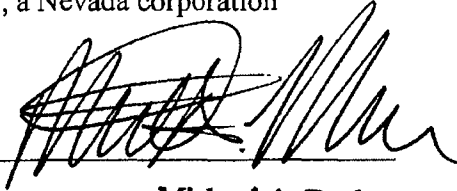
**21. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties (including, without limitation, any prior agreement between Hospital and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof.

**[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**COMPANY:**

DVA HEALTHCARE RENAL CARE,  
INC., a Nevada corporation

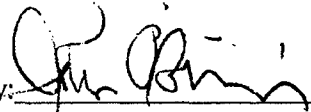
By: 

Name: Michael A. Rucker

Title: Divisional Vice President

**HOSPITAL:**

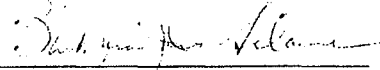
PRINCE GEORGE'S HOSPITAL  
CENTER

By: 

Name: John A. O'Brien

Title: President

**APPROVED AS TO FORM ONLY:**

By: 

Name: Barbara Jane Salance

Title: Corporate Counsel



TRANSFER AGREEMENT BETWEEN GOLDEN AGE ADULT DAY CARE OF  
BOWIE AND PRINCE GEORGE'S HOSPITAL CENTER

This agreement is entered into this 14<sup>th</sup> day of ~~May~~ <sup>June</sup> 2006 by and between Golden Age Adult Daycare of Bowie (GAADC) and Prince George's Hospital Center ("PGHC")

WHEREAS, State and federal laws rules and regulations require that ambulatory emergency and surgical centers have a transfer agreement with one or more hospitals, and

Whereas, both GAADC and PGHC desire to assure continuity of care and treatment appropriate to the needs of each patient in PGHC and GAADC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, GAADC and PGHC agree as follows:

1. TRANSFER OF PATIENTS: Wherever the attending physician of a patient determines that a transfer of the patient from one of the institutions to the other is medically appropriate, the parties shall take whatever steps are reasonably necessary to effect a transfer as promptly as possible. Each party shall give notice of an impending transfer to the other party as far in advance as possible. The transferor institution shall arrange for transportation of the patient to the other institution unless the parties mutually agree otherwise. Notwithstanding the foregoing, the transferee institution shall not be required to admit any patient whose needs the transferee institution cannot meet or who otherwise does not meet the admission criteria of the transferee institution.
2. EXCHANGE OF INFORMATION: The parties agree to exchange medical and other information as may be necessary or useful in the care and treatment of patients transferred under this agreement. Such information shall be provided by the transferor institution in advance, when possible, and in any event at the time of transfer, in a format mutually agreed upon by the parties. Information exchanged shall be in accordance with the requirements of the applicable state and federal laws, rules and regulations.
3. TRANSFER OF PERSONAL EFFECTS: Procedures for providing for the security of and accountability for the transfer of the personal effects of patients shall be developed by the parties. A standard form shall be adopted and used for documenting the transfer of personal effects and valuables of patients.
4. FINANCIAL ARRANGEMENTS: Each party shall be responsible for collecting for its services to patients transferred under this agreement, and neither part shall have any liability to the other for such charges, nor shall either party be responsible for collecting accounts receivable of the other party which may still be outstanding after a transfer occurs.

5. TERM: The term of this Agreement shall commence upon the date first written above and shall continue until terminated by either party upon sixty (60) days prior written notice to the other party, which notice shall specify the effective date of termination. Notwithstanding the foregoing provisions, this agreement shall terminate immediately and automatically if: (A) either party has its license to operate revoked, suspended, or not renewed and all appeals have been exhausted, or (B) either parties provider agreement under Medicare or Medicaid programs is canceled, terminated or not renewed and all appeals have been exhausted.

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

7. ADVERTISING AND PUBLICITY: Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended use is first obtained, in writing, from the party whose name is to be used.

8 AGREEMENT NOT EXCLUSIVE: This is not an exclusive agreement, and either party may contract with other institutions for the transfer of patients at any time while this Agreement is in effect.

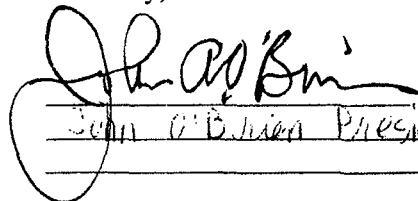
9 ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all previous agreements, understandings and negotiations, whether written or oral. This Agreement may be amended or modified only by written document signed by both parties.

In WITNESS WHERE OF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day of the year first written above.

GAADC of Bowie  
3112 Belair Drive  
Bowie, MD 20722

Prince George's Hospital Center  
3001 Hospital Drive  
Cheverly, MD 20785

By: Frances Blacter  
Title: CEO / CFO  
Date: 6/14/06

  
John O'Brien President

**ADDENDUM**  
**Business Associate Agreement**  
**(Includes HIPAA Security Rule Requirements)**

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**1. Obligations and Activities of Business Associate**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, in less than 30 days of receiving a written request from the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) in less than 60 days of receiving a written request from the Covered Entity to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, or persons designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be

required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in less than 60 days of receiving a written request from the Covered Entity, information to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Where a Business Associate is used to create, receive, maintain or transmit electronic protected health information (EPHI) on the Covered Entity's behalf, in accordance with 45 CFR 164.314 (a) (2), the Business Associate is required to:

(1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

(2) Ensure that agents/subcontractors who receive EPHI from the Business Associate implement reasonable and appropriate safeguards to protect the Covered Entity's EPHI;

(3) Report to the Covered Entity any security incident of which it becomes aware;

(4) Authorize termination of this Agreement of the Covered Entity and the Cover Agreement if the Covered Entity determines that the Business Associate has violated a material term of this Agreement (Refer to 5. Term and Termination of this Agreement.).

**2. Permitted Uses and Disclosures by Business Associate**

**General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the underlying Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information

**ADDENDUM**  
**Business Associate Agreement**  
**(Includes HIPAA Security Rule Requirements)**

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for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

**3. Obligations of Covered Entity**

Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**4. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner

that would not be permissible under the Privacy Rule if done by Covered Entity.

**5. Term and Termination**

(a) Term. The Term of this Agreement shall be effective as of 14th day of JUNE, 2006 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach and/or end the violation. If Business Associate does not cure the breach and/or end the violation within the time specified by Covered Entity, then the Covered Entity shall have the right to terminate this Agreement, the Cover Agreement, and all other attached addenda to the Cover Agreement; or

(2) Immediately terminate this Agreement, the Cover Agreement, and all other attached addenda to the Cover Agreement, if the Covered Entity determines the cure of the breach is not possible.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected



**ADDENDUM**  
**Business Associate Agreement**  
**(Includes HIPAA Security Rule Requirements)**

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Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under Section 5c of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

(e) No Third Party Beneficiaries. Nothing in this agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, or liabilities whatsoever.

**7. Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Specific definitions:

(a) Business Associate. "Business Associate" shall mean the BA's Name: Golden Age Adult Day Care.

(b) Cover Agreement. Primary Agreement to which this Agreement is attached as an addendum.

(c) Covered Entity. "Covered Entity" shall mean Dimensions Healthcare System.

(d) Electronic Protected Health Information. Electronic Protected Health Information shall mean "Protected Health Information" transmitted by electronic media (defined in 45 CFR 160.103) or maintained in electronic media (defined in 45 CFR 160.103).

(e) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(f) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(g) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(h) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(i) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 14<sup>th</sup> day of June, 2006.

Business Associate

BA Name: Golden Age Adult Day Care

By: Frances P. Blocker

Name: Frances P. Blocker

Title: CEO / CFO

Dimensions Healthcare System

By: Tiffany N. Kithcart

Name: Tiffany N. Kithcart

Title: Chief Compliance & Privacy Officer

DHS Department: corps Administration

DHS Facility: Prince Georges Hospital Center



## PATIENT TRANSFER AGREEMENT

This PATIENT TRANSFER AGREEMENT ("Agreement") is made as of this 6 day of October, 2006, by and between Dimensions Healthcare System d/b/a Prince George's Hospital Center, Laurel Regional Hospital, Bowie Health Center, Glenridge Medical Center and Senior Health Center ("Hospital"), and Greater Baden Medical Services d/b/a \_\_\_\_\_ ("Facility") (collectively, the "Parties").

To facilitate continuity of care and the timely transfer of patients and records the Parties agree as follows:

1. Patient Transfers. When Facility determines a patient's need for transfer, and such need has been independently substantiated by the patient's physician, FACILITY shall promptly contact HOSPITAL of the impending transfer. HOSPITAL agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met, and provided that HOSPITAL deems it is able to offer the necessary care to the patient.
2. Transfer Consent. FACILITY shall have responsibility for obtaining the patient's consent to the transfer to HOSPITAL prior to the transfer, if the patient is competent. If the patient is not competent, FACILITY shall obtain the consent of the patient's guardian, authorized agent or surrogate decision maker. Nothing in this agreement shall restrict a patient's freedom of choice to be transferred to an institution other than HOSPITAL.
3. Transportation of Patient. FACILITY shall be responsible for effecting the transfer of the patient by arranging for appropriate and safe transportation that includes selecting a mod of transportation and providing appropriate health care practitioners to accompany the patient during transfer, if required. Until the patient is admitted to HOSPITAL, either as an inpatient or an outpatient, HOSPITAL shall have not responsibility for the care of the patient. All transfers of patients will be effected in accordance with applicable Federal and State laws and regulations.
4. Transfer Documents. FACILITY shall send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon that provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care of the patient. The documents sent to HOSPITAL will include all medical records (or copies thereof), as provided below.
5. Patient Records. The parties agree to adopt an approved transfer record form and standard forms for pertinent medical and administrative information to

accompany patients being transferred from FACILITY to HOSPITAL. The information shall include the following patient records:

- (a) Patient's name, address, hospital number, age;
- (b) When applicable, the name, address and telephone number of patient's guardian, authorized agent or surrogate decision-maker;
- (c) Any information available to FACILITY concerning advance directives of the patient;
- (d) Patient's third-party billing data;
- (e) History and physical;
- (f) Discharge summary;
- (g) All operative and treatment reports;
- (h) Current care plan;
- (i) Name, address and phone number of physician referring the patient;
- (j) Name of the physician at HOSPITAL to whom patient is to be transferred; and
- (k) Name of the physician at HOSPITAL who has been contacted about the patient;

as well as such other information as may be necessary to continue the patient's treatment without interruption, including the maintenance of the patient during transport and treatment of the patient upon arrival at the receiving institution.

- 6. Property of Patients. FACILITY shall be responsible for the transfer or other appropriate disposition of personal effects, money and valuables (if applicable), and information related to these items.
- 7. Transfer Receipts. The patient records described in Section 5 above and the patient's personal effects and valuables described in Section 6 above shall be placed in the custody of the person in charge of the transporting carrier who shall sign a receipt for the medical records and the patient's valuables and personal effects and, in turn, shall obtain a receipt from an authorized representative of HOSPITAL when it receives the records and the patient's valuables and personal effects.
- 8. Payment for Services. The costs or charges arising from the physical transfer of a patient, including, without limitation, transportation by ambulance, shall be the sole responsibility of the patient or any applicable third party payor. Additionally, the patient being transferred is primarily responsible for the payment for care received at HOSPITAL or FACILITY and, prior to transfer, the patient shall be required, if competent, to acknowledge the obligation to pay for such care at HOSPITAL. FACILITY shall have no responsibility for payment of services provided by HOSPITAL to patients transferred from FACILITY, and HOSPITAL shall have no responsibility for the payment of services provided by FACILITY prior to a patient's transfer to HOSPITAL, except for services provided by FACILITY at HOSPITAL's request. FACILITY and HOSPITAL shall be responsible only for collecting payments for services rendered by it to the patient.

9. Non-Exclusive Agreement; No Obligation to Refer. Nothing in this agreement shall be construed as limiting the rights of either Party to affiliate, contract or enter into a transfer agreement with any other Facility or entity for the same or similar services on a limited or general basis. In addition, nothing in this Agreement shall require FACILITY or HOSPITAL to refer or transfer any patient to the other for any care, items or services.
10. No Offer or Payment for Referrals. Nothing in this Agreement shall be construed as an offer or payment by one or the other Party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service. The Parties agree and intend that any amounts paid under this Agreement are intended to reflect and do reflect fair market value for the services rendered. No amount paid or to be paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for the referral of patients and no patient referrals are required. In addition, no amount paid or advanced here under includes any discount, rebate, kickback, or other reduction in charges.
11. Term. This Agreement shall be in effect for a period of one (1) year from the date herein contained, and shall renew automatically for successive one (1) year terms unless terminated. This Agreement may be terminated by either Party upon thirty (30) days' written notice. The Agreement shall be automatically terminated should either party fail to maintain its licensure or certification.
12. Entire Agreement; Modifications. This Agreement constitutes the complete understanding of the Parties 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, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding. Any amendments or modifications shall be of no force and effect unless in writing and signed by both FACILITY and HOSPITAL.

**DIMENSIONS HEALTHCARE SYSTEM**

By: G.T. Dunlop Ecker

Name: G.T. Dunlop Ecker  
Title: President and CEO, DHS

**GREATER BADEN HEALTH SERVICES**

By: James J. [Signature]

Name: James J. [Signature]



## **PATIENT TRANSFER AGREEMENT**

**THIS PATIENT TRANSFER AGREEMENT** ("Agreement") is made as of July 1, 2011, by and between Dimensions Healthcare System d/b/a Prince George's Hospital Center, located at 3001 Hospital Drive, Cheverly, MD 20785 and Helping Hands Adult Day Services of Capitol Heights, located at 5400 Norfield Road, Capitol Heights, MD 20743 (collectively "the facilities").

**WHEREAS**, The parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities.

**WHEREAS**, The parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission ("TJC") (f/k/a "The Joint Commission on the Accreditation of Healthcare Organizations") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.
2. **RESPONSIBILITIES OF THE TRANSFERRING FACILITY.** The Transferring Facility shall be responsible for performing or ensuring performance of the following:
  - a. Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer.
  - b. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations.
  - c. Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility.
  - d. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient.
  - e. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and care.

- f. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient.
- g. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician.
- h. Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible.
- i. Transfer or other appropriate disposition of the patient's personal effects, including, but not limited to, money and valuables and information related to those items.
- j. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county or other public entity.
- k. Notify the Receiving Facility of the estimated time of arrival of the patient.
- l. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.
- m. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.
- n. Recognize the right of a patient to refuse consent to treatment or transfer. Facility must obtain the patient's consent to the transfer, prior to transfer. Recognize the right of a patient to request to transfer into the care of a physician and hospital of the patient's choosing. Nothing in this agreement shall restrict a patient's freedom of choice to be transferred to a facility other than Receiving Facility.
- o. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.

3. **RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

- a. Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient.
- b. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility.



- c. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency.
  - d. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.
  - e. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.
  - f. Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law.
  - g. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient.
  - h. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient.
  - i. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.
4. **BILLING.** Each facility will be solely responsible for billing and collecting payment for the respective services provided. Each facility shall directly bill the responsible party whether it is the patient, third party coverage, Medicare or Medicaid, or other sources routinely billed by that facility. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.
5. **RETRANSFER; DISCHARGE.** The Transferring Facility agrees to re-admit the patients at such time as the patient is ready for transfer back to the Transferring Facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, unless the patient is to be transferred to another agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility.
6. **COMPLIANCE AND FEDERAL PROGRAM ELIGIBILITY.** The parties shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and local governments and of any and all of their department and bureaus applicable to this Agreement. The parties also shall comply with all standards and amendments thereto, of all entities, which govern, regulate and/or accredit the parties, including, but limited to, federal, state and local governmental agencies.
7. **INSURANCE.** The Transferring Facility shall obtain and maintain at his own expense professional liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for each person employed by the Transferring Facility, providing services on behalf of

Transferring Facility hereunder and other providers for all professional services performed by or on behalf of the Transferring Facility under this Agreement. Transferring Facility shall carry and maintain such coverage in full force and effect for the entire term of the Agreement and for such additional period or periods of time after the expiration or termination of this Agreement as is necessary to ensure that each of aforementioned individuals providing services hereunder are insured against any claims made for Transferring Facility's and said individuals acts or omissions occurring during the period of this Agreement. Transferring Facility agrees to deliver promptly to the Receiving Facility, a copy of his certificate of insurance, and upon receipt, a copy of any notice of claim against the Transferring Facility involving Transferring Facility's liability insurance, Transferring Facility's services performed on behalf of the Receiving Facility or any adverse action, change or modification to the terms and conditions of Transferring Facility's liability insurance.

8. **INDEMNIFICATION.** The Transferring Facility and Receiving Facility shall indemnify and save and hold harmless each other from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from or alleging negligent, intentional or willful acts or omissions by the other party in the performance of any duty or obligation imposed on the other or any failure to comply with any obligation in this Agreement. Upon notice from either party, the parties will resist and defend the action at its/his own expense. Notwithstanding the foregoing, the party against whom indemnification is sought shall have the right to defend the other party at its/his cost and expense with counsel of his/its selection. The selection of counsel by the party against whom indemnification is sought shall be with the advice of the party asserting the right of indemnification.
9. **CONFIDENTIALITY AND PRIVACY.** Each party shall hold in strict confidence all patient and business records and information obtained from the other party in connection with this Agreement. Each party shall disclose such records and information only to persons or entities authorized by law or by the written consent of the other party and, if applicable, written consent of the patient or the patient's legal representative.
10. **NON-DISCRIMINATION.** Facilities do not discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, disability, marital status, veteran status, or any other legally prohibited factor in the administration and provision of health care services, employment practices, or other related activities. Facilities, in the performance of its duties hereunder, shall not discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, disability, or any other legally prohibited factor.
11. **RECORDS.**
  - a. Upon the written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the Agency and any of its Affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The parties agree that any applicable attorney-client, accountant-client, or other legal privileges shall not be deemed waived by virtue of

this Agreement.

- b. Until the expiration of four (4) years after the furnishing of any services hereunder and in the event the services are provided by the parties hereunder are valued at Ten Thousand Dollars (\$10,000) or more during any 12-month period, the parties shall make available upon written request of the Secretary of the United States Department of Health and Human Services or upon the written request of the United States Comptroller General, or any of their duly authorized representatives, all contracts, books, documents or records that are necessary to certify the nature and extent of any and all charges, costs and payments made or received hereunder.
- c. Each party or its designated representative is granted access at any reasonable time, upon reasonable conditions and notice, to the books and records of the other party insofar as necessary to verify or review accounting records for the purpose of determining compliance with the terms and provisions of this agreement only.

12. **TERM; TERMINATION.**

- a. The term of this Agreement shall be for a period of three (3) years, commencing on the effective date stated below, unless sooner terminated as provided herein.
- b. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- c. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:
  - 1) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately.
  - 2) Either facility loses its license, is convicted of a criminal offense related to health care, or is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.
  - 3) Either facility files for the protection from creditors.

12. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Maryland. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **SEVERABILITY.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

15. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when

deposited in the United States mail, postage prepaid, addressed to the recipient as follows:

Prince George's Hospital Center  
3001 Hospital Drive  
Executive Office  
Cheverly, MD 20785

Helping Hands Adult Day Services of  
Capitol Heights  
5400 Norfield Road  
Capitol Heights, MD 20743

16. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
17. **ASSIGNMENT; BINDING EFFECT.** Facilities shall not assign or transfer, in whole or in part, this Agreement or any of Facilities' rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.
18. **CHANGES IN LAW.**
  - a. **Legal Event; Consequences.** Notwithstanding any other provision of this Agreement, if, subsequent to the effective date hereof, the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any Safe Harbor regulations pursuant to 42 U.S.C. 1320-7b (anti-kickback statute) or any self-referral regulations pursuant to 42 U.S.C. 1395nn ("Stark II") (collectively or individually, "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a Safe Harbor rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with the next Subparagraph.
  - b. **Notice Requirements.** The Noticing Party shall give notice to the other party together with an opinion of counsel setting forth the following information:
    - 1) The Legal Event(s) giving rise to the notice;
    - 2) The consequences of the Legal Event(s) as to the Noticing Party;
    - 3) The Noticing Party's intention to either:
      - (a) Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or
      - (b) Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:

- i) to further comply with any Safe Harbor rules or regulations created or affected by the Legal Event(s); and/or
- ii) to satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or
- iii) to preserve the Noticing Party's ability to refer, accept referrals, or present bills or claims to or from the other party or any other person or entity; and/or
- iv) to eliminate or minimize the risk of prosecution or civil monetary penalty;
- v) the Noticing Party's proposed amendment(s); and
- vi) the Noticing Party's request for commencement of the Renegotiation Period (as defined below).

THE PARTIES HERETO have executed this Agreement effective as of the date first written above.

**DIMENSIONS HEALTHCARE SYSTEM d/b/a PRINCE GEORGE'S HOSPITAL CENTER**

By: 

Name: John A. O'Brien

Title: President

**HELPING HANDS ADULT DAY SERVICES OF CAPITOL HEIGHTS**

By: 

Name: Eleanor L. Bonner, MS. RN

Title: Executive Director



## TRANSFER AGREEMENT

**THIS TRANSFER AGREEMENT** ("Agreement") is made effective on February 8, 2013 and is entered into by and between **Dimensions Health Corporation d/b/a Laurel Regional Hospital** and **Dimensions Health Corporation d/b/a Prince George's Hospital Center**, either party referred to herein as "facility" or "party" and collectively as "facilities" or "parties."

### RECITALS

**WHEREAS**, the parties wish to supersede any existing transfer agreements with this Agreement with the terms herein;

**WHEREAS**, the parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities located in the District of Columbia and Maryland; and

**WHEREAS**, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

**1. TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office, inpatient unit or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Both facilities agree to retain data regarding performance measures of services provided herein for the purpose of certification or accreditation. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.

**2. RESPONSIBILITIES OF THE TRANSFERRING FACILITY.** The Transferring Facility shall be responsible for performing or ensuring performance of the following:

1. Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer.
2. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations.
3. Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility.
4. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient.

5. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall arrange care for the medical needs of the patient and who will accept responsibility for such care.
6. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient.
7. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician.
8. Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible.
9. Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items.
10. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, local, or public district.
11. Notify the Receiving Facility of the estimated time of arrival of the patient.
12. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.
13. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.
14. Recognize the right of a patient to request to transfer into the care of a physician of the patient's choosing.
15. Recognize the right of a patient to refuse consent to treatment or transfer.
16. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.

**3. RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

1. Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the



patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient.

2. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility.
3. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, unless such are needed by the Receiving Facility for an emergency.
4. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.
5. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.
6. Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law.
7. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient.
8. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient.
9. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

**4. BILLING.** All charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party coverage, Medicare or Medicaid, or other sources normally billed by that facility. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.

**5. RETRANSFER; DISCHARGE.** The Transferring Facility agrees to re-admit the patients at such time as the patient is ready for transfer back to the Transferring Facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, unless the patient is to be transferred to another agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility.

**6. COMPLIANCE WITH LAW.** Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency having jurisdiction over the facility.

**7. RESPONSIBILITY; INSURANCE.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.

**8. TERM; TERMINATION.**

1. The initial term of this Agreement ("Initial Term") shall be for a period of one (1) year, commencing on the effective date, and shall automatically renew for an additional term of one (1) year ("Renewal Term") unless sooner terminated as provided herein.
2. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:
  - a. Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately.
  - b. Either facility loses its license, is convicted of a criminal offense related to health care, or is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

**9. ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

**10. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the District of Columbia. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**11. PARTIAL INVALIDITY.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

**12. NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid. Unless either party provides written notice designating another person(s) or place(s), all notices shall be addressed as follows:

**If to Prince George's Hospital Center:**

3001 Hospital Drive  
Executive Office  
Cheverly, MD 20785  
Attention: President

**If to Laurel Regional Hospital:**

7300 Van Dusen Road  
Executive Office

Laurel, MD 20707  
Attention: President

**13. WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

**14. ASSIGNMENT; BINDING EFFECT.** Facilities shall not assign or transfer, in whole or in part, this Agreement or any of Facilities' rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assignees.

**15. CHANGES IN LAW.**

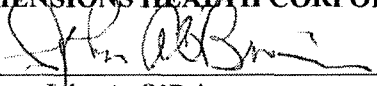
1. **Legal Event; Consequences.** Notwithstanding any other provision of this Agreement, if, subsequent to the effective date hereof, the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any Safe Harbor regulations pursuant to 42 U.S.C. 1320-7b (anti-kickback statute) or any self-referral regulations pursuant to 42 U.S.C. 1395nn ("Stark II") (collectively or individually, "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a Safe Harbor rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with the next Subparagraph.
2. **Notice Requirements.** The Noticing Party shall give notice to the other party together with an opinion of counsel setting forth the following information:
  - a. The Legal Event(s) giving rise to the notice;
  - b. The consequences of the Legal Event(s) as to the Noticing Party;
  - c. The Noticing Party's intention to either:
    - (i) Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or
    - (ii) Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:
      - (a) To further comply with any Safe Harbor rules or regulations created or affected by the Legal Event(s); and/or
      - (b) To satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or
      - (c) to preserve the Noticing Party's ability to refer, accept referrals, or present bills or claims to or from the other party or any other person or entity; and/or
      - (d) To eliminate or minimize the risk of prosecution or civil monetary penalty;

- d. The Noticing Party's proposed amendment(s); and
- e. The Noticing Party's request for commencement of the Renegotiation Period (as defined below).

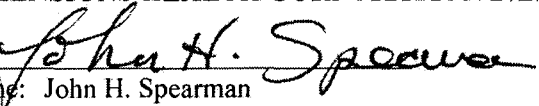
3. **Renegotiation Period; Termination.** In the event of notice under either Subparagraph 2(C)(i) or 2(C)(ii) above, the parties shall have ten (10) days from the giving of such notice ("Renegotiation Period") within which to attempt to amend this Agreement in accordance with the Noticing Party's proposal (if any) or otherwise as the parties may agree. If this Agreement is not so amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the 10th day after said notice was given. Except as otherwise required by applicable law, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to continue beyond expiration or termination shall so continue pursuant to its terms. All opinions of counsel presented by the Noticing Party hereunder, and any corresponding opinions given by the other party in response, shall be deemed confidential and given solely for purposes of renegotiation and settlement of a potential dispute, and shall not be deemed disclosed so as to waive any privileges otherwise applicable to said opinions.

**IN WITNESS WHEREOF**, the undersigned parties affirm that they have the authority to enter into agreements on behalf of their respective institutions and have caused this Agreement to be executed duly authorized and empowered.

**DIMENSIONS HEALTH CORPORATION D/B/A PRINCE GEORGE'S HOSPITAL CENTER**

By:   
Name: John A. O'Brien  
Title: President  
Date: 2/8/13

**DIMENSIONS HEALTH CORPORATION D/B/A LAUREL REGIONAL HOSPITAL**

By:   
Name: John H. Spearman  
Title: President  
Date: 2/11/13



## **AGREEMENT TO PROVIDE TRANSFER SERVICES**

This Agreement (the "Agreement") is made and entered into this 22nd day of January 2003, by and between ManorCare Health Services, Inc., a Delaware corporation, d/b/a ManorCare Health Services – Largo, Inc. hereinafter referred to as the "Facility", and Dimensions Healthcare System, d/b/a Prince George's Hospital Center, hereinafter referred to as the "Hospital".

**WHEREAS**, Facility is engaged in the business of furnishing long-term health care services and maintains a facility known as Manor Care Health Services - Largo, located at Largo, Maryland, (the "Facility"); and

**WHEREAS**, Facility wishes to acquire the services of Hospital to provide certain transfer services to the Facility; and

**WHEREAS**, Hospital has agreed to provide such services for the Facility in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, hereto agree as follows:

### **I. PURPOSE**

A. The Hospital operates an acute inpatient hospital facility accredited by the Joint Commission on Accreditation of Hospitals and approved for participation in the Medicare and Medicaid programs, Titles XVIII and XIX of the Social Security Act, in the City of Cheverly, County of Prince George's, State of Maryland.

B. The Facility wishes to assure that its patients have prompt access, when medically appropriate, to inpatient hospital care and the other hospital services as needed.

C. The Hospital likewise wishes to assure that its patients have prompt access, when medically appropriate, to skilled nursing care and other extended care services as needed.

D. Both parties hereto wish to assure continuity of care and treatment appropriate to the needs of their patients, and to establish a working arrangement under which medically appropriate patient transfers between the two institutions may be effected, with provisions made for the exchange of necessary medical and other information and for the security and accountability of such patients' personal effects.

### **II. TERM AND RENEWAL**

This Agreement shall commence as of the date first set forth above and shall continue in full force and effect for a term of one (1) month, continuing from month to month thereafter until either party terminates the Agreement by providing thirty (30) days prior written notice to the other in accordance with the terms of this Agreement relating to termination.

### **III. TRANSFER ADMISSIONS**

A. The Facility hereby agrees that inpatients of the Hospital requiring post-hospital skilled nursing or other extended care, in the judgment of their attending physicians, shall be promptly admitted to the Facility on a bed-available basis, provided the Facility determines that it has the capacity to render the care required by the patient, and provided that the admission is otherwise in conformity with the Facility's admission policies, and with all applicable federal, state and local laws and regulations. Subject to those conditions, and subject to the rights of third parties on the Facility's waiting list, the Facility shall give preference in its admission policies to such transfer patients.

B. The Hospital hereby agrees to give similar preference in its admission policies to patients of the Facility requiring hospital care, as determined by their attending physicians, or by the Facility's Medical Director, or by the Facility. Specifically, the Hospital shall admit, on a bed-available basis, the Facility's patients according to the following priority policy, based upon the urgency of each patient's need:

- (i) a patient determined to be an emergency case shall be admitted without delay to the extent possible as determined by the Hospital; and
- (ii) a non-emergency patient shall be admitted as promptly as possible.

C. The Hospital also hereby agrees to promptly accept and admit patients of the Facility, on a bed available basis, who are suspected of having TB, who are sputum positive for pulmonary TB or who are diagnosed with TB, and who meet the acute care admissions criteria. Hospital acknowledges that Facility does not have an isolation room and cannot provide appropriate treatment for such patients as required by state and federal laws and Center for Disease Control Guidelines and agrees to cooperate with such transfers without delay. The Facility has the obligation to make known to the Hospital staff the diagnosis, or potential diagnosis of TB.

D. Each party hereto agrees to notify the other party of an impending transfer as far in advance as possible, to effect medically appropriate transfers as quickly and efficiently as practicable, and to admit and treat all patients without regard to race, color, religion or national origin.

### **IV. TRANSFER OF INFORMATION**

In order to facilitate the transfer of patients between institutions, and/or to determine whether patients can be adequately cared for in alternative settings, an appropriate and mutually-approved patient referral form shall be transmitted with each patient being transferred from one institution to the other, and shall contain such pertinent medical and other information as is necessary to provide continuity of care to said patient. When said form is mutually approved, a copy shall be attached to this Agreement.

**V. TRANSFER OF PERSONAL EFFECTS**

Prior to transfer, Facility will ensure patient's personal effects and valuables have been removed from patient's person or turned over to a family member for safekeeping during patient's hospitalization. Hospital will not accept responsibility for patient's personal belongings or valuables.

**VI. NON-EXCLUSIVITY**

This Agreement shall not be construed as limiting the right of either party to affiliate or contract with any other hospital or extended care facility on either a limited or general basis, while this Agreement is in effect or thereafter.

**VII. ADVERTISING AND PUBLICITY**

Neither party shall use the name of the other party in any promotional or advertising material unless written approval of the material and its intended use is obtained from the other party.

**VIII. AUTONOMY OF EACH INSTITUTION**

The Hospital and the Facility shall have exclusive control of the management, assets, and affairs of their respective institutions. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party to this Agreement, nor any power or authority to make contracts or commitments for or on behalf of the other party. Neither party has or assumes any responsibility for the collection of the other party's accounts receivable. Anything herein contained to the contrary notwithstanding, each party hereto remains fully autonomous in all respects.

**IX. DISCONTINUANCE OF OPERATIONS**

Anything herein contained to the contrary notwithstanding, in the event that either party shall discontinue operations, then this Agreement shall cease and terminate as of the last day of the month in which such party ceases operations.

**X. INTEGRATED AGREEMENT**

This written Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery thereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same. The parties hereto further acknowledge



that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied hereon in connection with its dealings with the other.

#### **XI. WAIVER OR MODIFICATION**

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification of any covenant, condition or limitation herein contained shall be received in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

#### **XII. STATE LAW**

The parties hereto agree that it is their intention and covenant that this Agreement and the performance hereunder and all litigation and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Maryland and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Maryland shall be applicable and shall govern to the exclusion of the law of any other forum. All litigation in connection with this Agreement must be commenced and maintained in the State of Maryland and by their execution of this Agreement, the parties hereto give their consent to jurisdiction and venue in this forum.

#### **XIII. SUCCESS OF PARTIES**

This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives and successors.

#### **XIV. TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party. Such termination shall not prejudice any remedy which the terminating party may have either at law, in equity, or under this Agreement.

#### **XV. ILLEGAL PROVISION**

It is further agreed and understood among the parties that the illegality of any one provision does not render the entire Agreement void.

#### **XVI. NOTICES**

Any notices required under this Agreement shall be in writing and shall be deemed to have been given if: (i) sent by certified or registered mail, return receipt requested, with adequate postage; (ii) sent by means of an express delivery service if it obtains a receipt to confirm delivery; or (iii) by facsimile if such facsimile transmission permits confirmation to the addresses or facsimile numbers set forth below:

Facility's Mailing Address for Receipt of Notices:

Marie Rogers- Clerkson - Administrator  
600 Largo Road  
Largo, Maryland 20774  
Fax: 301-808-0475

Hospital's Mailing Address for Receipt of Notices:

Patrick Mutch  
Executive Vice President Hospital Operations  
Prince George's Hospital Center  
3001 Hospital Drive  
Cheverly, Maryland 20785  
Fax: 301-618-3966

With a copy to: Steven R. Smith, Esq.  
Senior Vice President and General Counsel  
Prince George's Hospital Center  
3001 Hospital Drive  
Executive Office Suite 4000  
Cheverly, Maryland 20785

## **XVII. CONFIDENTIALITY**

All medical, technical, strategic, and commercial information regarding a party and the party's activities which is acquired by the other party in the course of performing services under this Agreement shall be defined and understood as "Confidential Information". Each party agrees to treat "Confidential Information" as secret and proprietary, and shall not disclose any such information to any third party unless authorized by the other party in writing. Each party shall implement reasonable precautions to prevent disclosure of "Confidential Information" by the party to a third party and such disclosure may be grounds for termination of this Agreement by the other party.


**XVIII. Health Insurance Portability and Accountability Act (HIPAA)**

The parties agree to enter into a mutually acceptable amendment to this services agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date on which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

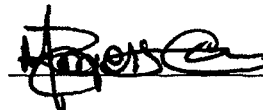
**IN WITNESS WHEREOF**, the parties or their duly authorized representative have executed this Agreement on the date first set forth above.

Signed and delivered in  
the presence of:

**HOSPITAL**

By:   
Patrick Mutch  
Executive Vice President Hospital Operations  
Prince George's Hospital Center  
Date: 1/27/03

**MANORCARE HEALTH SERVICES,  
INC. d/b/a \_\_\_\_\_**

By:  Administrator  
Date: 1/29/03