

PATIENT TRANSFER AGREEMENT

Adventist HealthCare, Inc. THIS AGREEMENT, made this 30th day of March, 2008, by and between *d/b/a* Washington Adventist Hospital ("WAH") and Southern Maryland Hospital, Inc. ("SMH").

WHEREAS, WAH operates an acute-care hospital in Montgomery County, Maryland, and SMH operates an acute-care hospital in Prince George's County, Maryland (the "Facilities"), and both parties to this Agreement seek to assist physicians in their treatment of patients at their respective Facilities by ensuring continuity of care and treatment appropriate to the needs of each patient, and to utilize the skills and resources of both parties in a coordinated and cooperative fashion to assure patients of good services in both the acute and post-acute states of illness.

NOW, THEREFORE, IN CONSIDERATION of the common aims, interest and mutual advantages accruing to the parties hereto, WAH and SMH hereby covenant and agree as follows:

1. The governing authorities of WAH and SMH 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 either a financial or legal nature incurred by the other party to this Agreement.
2. In general, the transfer of patients will be effected between WAH and SMH whenever such transfer is medically appropriate, complies with EMTALA Regulations, and is administratively feasible, as mutually determined by the designated agents) of WAH and SMH. WAH agrees to exercise its best efforts to provide for prompt admission/emergency care of patients. Before transferring a patient, SMH shall determine that the patient can be transferred without causing harm to the patient, notify WAH of the transfer, and obtain from WAH confirmation that WAH consents to accept the patient and that the patient meets any criteria that WAH has established for the admission regarding the patient's level of care, physician services available, and other services necessary to treat the patient.
3. Notwithstanding the foregoing, in the case of patients undergoing percutaneous coronary intervention ("PCI") at SMH's facility, including both primary PCI patients and non-primary PCI patients, WAH agrees to act as a tertiary institution supporting the PCI program at SMH's facility, and WAH agrees to accept unconditionally the transfer of PCI patients from SMH for any required additional care, including emergent or elective cardiac surgery or PCI, and to provide timely transmission of required follow-up data on such transferred patients. WAH also agrees to accept as transfers from SMH non-primary PCI patients participating in the Atlantic Cardiovascular Patient Outcomes Research Team (C-PORT) Trial: Elective Angioplasty who are randomly assigned to receive non-primary PCI at a tertiary center with on-site cardiac surgery backup.

The parties acknowledge that the C-PORT study protocol calls for participating hospitals without on-site cardiac surgery backup to randomly assign one in four study participants to a tertiary center with on-site cardiac surgery backup.

4. In effecting a transfer, SMH shall provide that medically appropriate life-support measures that a reasonable and prudent physician would use are used to stabilize the patient before transfer and to stabilize the patient during transfer, that appropriate personnel and equipment that a reasonable and prudent physician exercising ordinary care would use are provided and used in the transfer, and that all records necessary for continuing the patient's care are transferred with the patient. Transportation costs, if not paid by the patient or his insurer, shall be the responsibility of SMH. It shall then be the responsibility of SMH to notify WAH of the impending transfer and obtain an attending physician to accept the transfer. The patient's SMH attending physician shall arrange for safe appropriate transportation.

5. There shall be a timely interchange of medical records, including copies of Advance Directives/Health Care Powers of Attorney and other information necessary and useful in the care and treatment of patients.

6. SMH shall have responsibility for obtaining the patient's consent to the transfer to WAH prior to transfer, if the patient is competent. If the patient is not competent, SMH shall obtain a family member's consent; if such consent is not possible, the consent of the patient's physician shall be obtained by SMH.

7. When the patient of SMH is deemed to be in need of hospitalization, WAH agrees to admit the patient as promptly as possible, provided the conditions for admissions are satisfied.

8. SMH shall obtain authorization from the patient's insurance carrier to the transfer. Each party to this Agreement is solely responsible for all matters pertaining to billing and collecting its own patient charges. Neither party shall have any liability to the other for such charges nor shall be liable for any debts, obligations or claims of a financial or legal nature to the other party.

9. Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other institution while this Agreement is in effect.

10. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care.

a. WAH shall indemnify SMH against, and hold SMH harmless from, any and all claims, action, suits, proceedings, costs, expenses, damages, and liability, including attorney's fees, resulting from, arising out of, or connected with WAH's failure to comply with the provisions of this

Agreement, as well as liability arising solely through the negligence of WAH.

b. SMH shall indemnify WAH against and hold WAH harmless from, any and all claims, action, suits, proceedings, costs, expenses, damages, and liability, including attorney's fees, resulting from, arising out of, or connected with SMH's failure to comply with the provisions of this Agreement, as well as liability arising solely through the negligence of SMH.

11. WAH and SMH shall each maintain, or cause to be secured and maintained during the term of this Agreement, comprehensive general and professional liability insurance and insurance providing minimum limits of liability as follows:

Comprehensive General Liability: at least one (1) million dollars
Professional Liability: at least one (1) million dollars per occurrence/three (3) million dollars aggregate.

12. Neither party shall use the name of the other party in any promotion or advertising unless prior written approval of the intended use is obtained from the party whose name is to be used.

13. This Agreement supersedes any prior agreements between the parties. This Agreement may be modified or amended from time-to-time by mutual agreement of the parties and such modifications or amendments shall be attached to and become part of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia or Maryland, as appropriate.

14. This Agreement shall commence as of the date first above written and shall continue in effect for one year. It shall be renewed automatically for successive additional terms of one year each unless either party terminates the Agreement as provided hereinafter. This Agreement may be terminated at any time by the Chief Executive Officer of WAH or the Chief Executive Officer of SMH, by providing the other party thirty (30) days prior written notice to that effect. However, this Agreement shall be automatically terminated if either party shall have its license to operate revoked by the jurisdiction empowered to do so.

IN WITNESS WHEREOF, an authorized representative of SMH has hereunto affixed his signature and WAH has caused its name to be subscribed hereunto by the Chief Executive Officer.

ADVENTIST HEALTHCARE, INC. D/B/A
WASHINGTON ADVENTIST HOSPITAL

BY:

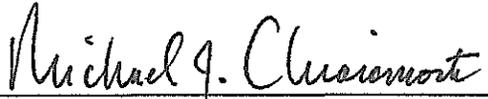

Jere D. Stocks
President

Date:

7-7-08

SOUTHERN MARYLAND HOSPITAL, INC.

BY:


Michael Chiaramonte
Chief Executive Officer

Date:

3/7/08

PATIENT TRANSFER AGREEMENT
By and Between
WASHINGTON HOSPITAL CENTER
And
SOUTHERN MARYLAND HOSPITAL, INC.

THIS PATIENT TRANSFER AGREEMENT (herein "Agreement") is entered into this 18th day of May 2004 by and between the Washington Hospital Center (herein "WHC") and Southern Maryland Hospital, Inc. (herein "SMH"). WHC and SMH are hereinafter referred to jointly as "parties" and individually as "party" to this Agreement.

RECITALS

THIS AGREEMENT is entered into with reference to the following facts:

- A. SMH is the owner and operator of a certain acute care hospital located at 7503 Surratts Road, Clinton, Maryland 20735.
- B. WHC is the owner and operator of a tertiary care hospital with a Level I Trauma Center located at 110 Irving Street NW, Washington, D.C. 20010.
- C. Both parties to the Agreement are committed to assisting physicians and their facilities in the treatment of patients by assuring continuity of care and treatment appropriate to the needs of each patient and to utilize the skills and resources of both facilities in a coordinated and cooperative manner to assure patients of quality and cost effective care.
- D. Both parties agree that this Agreement shall be interpreted and applied in such a way as to fully consistent and in compliance with the Emergency Medical Treatment and Active Labor Act ("EMTALA") and EMTALA regulations.

NOW THEREFORE, in consideration of the promises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. AGREEMENTS OF TRANSFER

1.1 WHC agrees to accept the transfer of patients from SMH and to transfer patients to SMH subject to the terms and conditions of this Agreement.

1.2 SMH agrees to transfer patients to WHC and to accept the transfer of patients from WHC subject to the terms and conditions of this Agreement.

2. CONDITIONS OF TRANSFER

2.1 Patient Transfers. The need for the transfer of a patient from one institution to the other shall be determined independently by the patient's attending physician. When such a determination has been made, the transferring institution shall immediately notify the receiving institution of impending transfer. The receiving institution agrees to admit the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate the patient. Prior to transferring the patient, the transferring institution must receive confirmation from the receiving institution that it can accept the patient. Each party agrees to re-admit promptly any patient transferred to the other party when the patient's condition is appropriate for readmission to the transferring facility.

2.2 Transfer Consent. The transferring institution shall have responsibility for obtaining the patient's consent to the transfer to the other institution prior to the transfer, if the patient is competent. If the patient is not competent, the transferring institution 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 choose to be transferred to an institution other than WHC or SMH.

2.3 Transportation of Patient. The transferring institution shall have responsibility for arranging transportation of the patient to the other institution, including the selection of the mode of transportation and providing appropriate health care practitioners to accompany the patient. Until the patient is admitted to the receiving institution, either as an inpatient or an outpatient, the receiving institution shall have no responsibility for the care of the patient. Nothing in this Agreement shall be construed as making the transferring carrier an agent of either SMH or WHC. 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 payers.

2.4 Provision of Information to Each Institution. The parties agree to provide each other with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients on behalf of the other. WHC and SMH shall each inform the other specifically where transferring patients are to be delivered at each party's premises.

2.5 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 one institution to the other. The information shall include the following patient records:

- a) Patient's name, address, hospital number, age;
- b) Name, address, and telephone number of patient's guardian, authorized agent or surrogate decision-maker;
- c) Any information available to the transferring party 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 physician in receiving institution to whom the patient is to be transferred; and
- k) Name of physician at receiving institution who has been contacted about 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.

2.6 Property of Patients. The parties agree to adopt a standard form to inventory a patient's personal effects and valuables that shall accompany the patient during transfer. The personal property of patients (money, valuables, glasses, dentures, etc.) transferred to the WHC or to the SMH shall be delivered for safekeeping concurrently with the transfer.

2.7 Transfer Receipts. The patient records described in Section 2.5 above and the patient's personal effects and valuables described in Section 2.6 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 the receiving institution when it receives the records and patient's valuables and personal effects.

2.8 Contact with Transferred Patients. WHC and SMH may each continue to maintain contact with patients transferred from its institution to that of the other.

2.9 Payment for Services. The parties agree that the patient being transferred is primarily responsible for the payment for care received at either the WHC or SMH and that, prior to transfer, the patient shall be required, if competent, to acknowledge the obligation to pay for such care at the receiving institution. WHC shall have no responsibility for the payment of services provided by SMH to patients transferred from SMH to WHC. SMH shall have no responsibility for payment of services provided by WHC to patients transferred to from WHC to SMH. Each party shall be responsible only for collecting payments for services rendered by it to the patient.

2.10 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. In addition, nothing in this Agreement shall require either WHC or SMH to refer or transfer any patient to the other for care, items or services.

2.11 Advertising and Public Relations. Neither party shall use the name of the other in any promotional or advertising material unless the party whose name is to be used first reviews and approves the intended promotion or advertisement. The parties shall deal with each other in good faith, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

3. TERM

3.1 The Initial Term of this Agreement shall be for a period of approximately 14 months commencing on May 18, 2004 and terminating on June 30, 2005.

3.2 After the Initial Term, this Agreement shall automatically continue in effect, on the then current terms and conditions of the Agreement is terminated by either party upon sixty (60) days written notice of termination delivered, in accordance with Section 5.5 below, to the other party.

3.3 Either party may terminate this Agreement at any time and for any reason upon sixty (60) days written notice of termination delivered, in accordance with Section 5.5 below, to the other party.

4. INSURANCE AND INDEMNIFICATION

4.1 WHC shall, at its sole cost and expense and at all times during the term of this Agreement, procure and maintain professional liability insurance coverages (including personal injury, property damage, products liability), in a minimum amount of One Million Dollars (\$1,000,000). At SMH's request, WHC shall deliver to SMH documents confirming the required insurance coverages. The foregoing requirement that WHC procure insurance shall not be construed as in any manner limiting the extent to which WHC has agreed to defend, indemnify, protect, and hold harmless SMH, its Officers, Directors, affiliated organizations, employees, and agents pursuant to this Agreement.

4.2 SMH shall, at its sole cost and expense at all times during the term of this Agreement, procure and maintain comprehensive general and professional liability insurance coverage (including personal injury, property damage, products liability, and completed operations liability), in a minimum amount of One Million Dollars (\$1,000,000). At WHC's request, SMH shall deliver to WHC documents confirming the required insurance coverages. The foregoing requirement that SMH procure insurance shall not be construed as in any manner, limiting the extent to which SMH has agreed to defend, indemnify, protect, and hold harmless WHC, its Officers, Directors, affiliated organizations, employees and agents pursuant to this Agreement.

4.3 WHC shall defend, indemnify, protect, and hold harmless SMH, its Officers, Directors, affiliated organizations, employees and agents, and each of them from any and all liability, obligation, damage, loss cost, claim, and demand whatsoever, of any kind or nature, including reasonable attorney's fees, arising directly or indirectly from actions taken or omissions made by WHC.

4.4 SMH shall defend, indemnify, protect, and hold harmless WHC, its Officers, Directors, affiliated organizations, employees and agents, and each of them, from any and all liability, obligation, damage, loss, cost, claim, and demand whatsoever of any kind or nature, including reasonable attorney's fees, arising directly or indirectly from the action taken or omissions made by the SMH.

5. GENERAL

5.1 Independent Contractors. In the performance by each party of its obligations, pursuant to this Agreement, each party and all of its employees and agents shall be, and will remain at all times, independent contractors, and nothing herein contained shall be construed to create or establish a partnership, joint venture, or any other business relationship between SMH and WHC other than that of independent contractors. Neither party shall promote or in any manner hold out to the public that anything other than an independent contractor relationship exists between SMH and WHC.

5.2 Compliance With All Laws; Licenses And Approvals. Each party shall be independently responsible to comply with all laws and regulations applicable to their performance of this Agreement. SMH and WHC shall also be responsible for obtaining and maintaining all licenses and approvals and filing all required reports relating to this Agreement.

5.3 Anti-Fraud and Abuse. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any 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.

5.4 Nondiscrimination. The parties agree that there shall be no discrimination in the admission of patients to their institutions or otherwise in the performance of this Agreement against any employee, patient, or other person as the result of that individual's race, color, disability, religion, sex, sexual preference, age or national origin or in violation of applicable federal, state, or local law and regulation.

5.5 Notices. All notices hereunder shall be in writing, and shall be delivered by hand, transmitted by facsimile, or mailed, postage prepaid, registered, or certified mail receipt requested addresses as:

- a) WHC: Washington Hospital Center
Attn: Medical Director
110 Irving Street, N.W.
Washington, D.C. 20010

- b) SMH: Southern Maryland Hospital
Attn: President
7503 Surratts Road
Clinton, Maryland 20735

or to such other address or to such other person as may be designed by notice given from time to time during the term hereof by one party to the other. Any

notice hereunder shall be deemed given five (5) business days after mailing, if given by mailing in the manner provided above, or on the date delivered or transmitted if given by hand or facsimile.

5.6 Assignment. The parties shall not assign or otherwise transfer any responsibilities due under the Agreement without the written consent of the other party.

5.7 Waiver. No waiver by either party of any breach or default in performance by the other party, and no failure, refusal or neglect to exercise any right, power or remedy given to either party hereunder or to insist upon strict compliance with or performance of all obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach or a waiver by such party of its right at any time thereafter to require exact and strict compliance with the provisions of this Agreement.

5.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. It is the intention of the parties hereto that to the extent any restrictive covenant in this Agreement is determined to be overly broad, any court which is asked to enforce such a term shall enforce it to the maximum extent permitted under the law as to duration and otherwise.

5.9 Construction; Counterparts. The headings used herein are for convenience only and the parties agree that such headings are not to be construed to be party of this Agreement or to be used to determine the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

5.10 Governing Law: Binding Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the jurisdiction where the services are provided. This Agreement shall inure to the benefit of and be binding on WHC and SMH and their respective successors and assigns.

5.11 Legal Costs. In the event of judicial or other legal action(s) to enforce this Agreement, the party prevailing in such action shall be entitled to collect from the other party all of the costs and expenses (including reasonable attorneys' fees) of such action.

5.12 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 to this Agreement shall be of no force and effect unless in writing and signed by both SMH and WHC.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed, under seal, by their duly authorized officers as of the day and year first written above.

SMH:

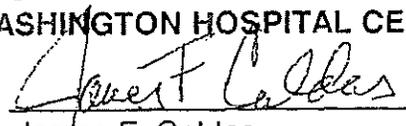
SOUTHERN MARYLAND HOSPITAL, INC.

By: 

Francis P. Chiramonte, MD
President

WHC:

WASHINGTON HOSPITAL CENTER

By: 

James F. Caldas
President

Signed copies to:

- WHC Medical Director
- WHC Director of Emergency
Medicine

**ADDENDUM TO PATIENT TRANSFER AGREEMENT BETWEEN
WASHINGTON HOSPITAL CENTER AND
SOUTHERN MARYLAND HOSPITAL, INC.**

This Addendum to the Patient Transfer Agreement by and between Washington Hospital Center and Southern Maryland Hospital, Inc. dated May 18, 2004 (the "Agreement") is made by and between Washington Hospital Center ("WHC") and Southern Maryland Hospital, Inc. ("SMH") as of May 1, 2006.

This Addendum addresses the responsibility of WHC as the tertiary institution supporting the primary percutaneous coronary intervention ("PCI") program at SMH. WHC agrees to accept unconditionally the transfer of PCI patients from SMH for any required additional care, including emergent or elective cardiac surgery or PCI, and to provide timely transmission of required follow-up data on such transferred patients.

SOUTHERN MARYLAND HOSPITAL, INC.

By: Michael J. Chieromonte
~~Allan Vahabzadeh, COO~~
Michael Chieromonte
Chief Executive Officer

WASHINGTON HOSPITAL CENTER

By: Elizabeth Wykpisz
Elizabeth Wykpisz, Vice President
Heart and Vascular Services

**SECOND ADDENDUM TO PATIENT TRANSFER AGREEMENT BETWEEN
WASHINGTON HOSPITAL CENTER AND
SOUTHERN MARYLAND HOSPITAL, INC.**

This Second Addendum to the Patient Transfer Agreement by and between Washington Hospital Center and Southern Maryland Hospital, Inc. dated May 18, 2004 (the "Agreement"), as modified by the first Addendum dated May 1, 2006, is made by and between Washington Hospital Center ("WHC") and Southern Maryland Hospital, Inc. ("SMH") as of March 5, 2008.

This Addendum addresses the responsibility of WHC as the tertiary institution supporting the primary percutaneous coronary intervention ("pPCI") program at SMH, and, if approved, the non-primary percutaneous coronary intervention ("npPCI") program at SMH. WHC agrees to accept unconditionally the transfer of pPCI and npPCI patients from SMH for any required additional care, including emergent or elective cardiac surgery or percutaneous coronary intervention, and to provide timely transmission of required follow-up data on such transferred patients. WHC also agrees to accept as transfers from SMH non-primary PCI patients participating in the Atlantic Cardiovascular Patient Outcomes Research Team (C-PORT) Trial: Elective Angioplasty who are randomly assigned to receive non-primary PCI at a tertiary center with on-site cardiac surgery backup. The parties acknowledge that the C-PORT study protocol calls for participating hospitals without on-site cardiac surgery backup to randomly assign one in four study participants to a tertiary center with on-site cardiac surgery backup.

SOUTHERN MARYLAND HOSPITAL, INC.

By: Michael J. Chiaramonte
Michael J. Chiaramonte
Chief Executive Officer

WASHINGTON HOSPITAL CENTER

By: Janis M. Orłowski
Janis M. Orłowski, M.D.
Sr. Vice President for Medical Affairs and
Chief Medical Officer