

EXHIBIT 22

**PRIMARY ACUTE STROKE PATIENT TRANSFER AGREEMENT BETWEEN
THE MEMORIAL HOSPITAL AT EASTON, INC. AND
THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM CORPORATION**

EFFECTIVE DATE: December 15, 2006

PURPOSE: In response to state regulations addressing the care of acute stroke patients, the **MEMORIAL HOSPITAL AT EASTON, INC.**, a health care facility owned and operated by Shore Health System, Inc. (the "Facility"), enters into this transfer agreement with the **University of Maryland Medical Center**, a health care facility owned and operated by University of Maryland Medical System Corporation ("UMMC"). The purpose of the agreement is to establish a process for the transfer and care of acute stroke patients requiring neurosurgical intervention.

POLICY

A. POINT OF CONTACT:

UMMC's Maryland ExpressCare ("*ExpressCare*"), will be the sole source of contact throughout the process. All inquiries related to patient transport should go through *ExpressCare*. This process allows for the most timely and efficient utilization of resources and avoids conflicting communications.

B. REQUEST FOR TRANSPORT:

1. A member of the Facility's stroke team will contact *ExpressCare* at (410) 328-1234, upon determining that the patient requires neurosurgical intervention for acute stroke-related conditions such as subarachnoid hemorrhage or acute intracerebral hemorrhage. The number for *ExpressCare* is.
2. Upon reaching *ExpressCare*, the Facility Stroke Team will:
 - a. Identify the Facility and notify *ExpressCare* that a transfer of an acute stroke patient for neurosurgical intervention is necessary.
 - b. Provide *ExpressCare* with logistical information, patient demographics, clinical information and any other requested information.
 - c. If the patient requires transport to UMMC, the Facility Stroke Team will fax the patient's "face sheet" with demographic data to *ExpressCare* at (410) 328-1235.
3. If a member of the UMMC medical staff medical accepts the patient for transfer and appropriate resources are available, *ExpressCare* will timely dispatch the Maryland *ExpressCare* Team, which will include a registered nurse, to transport the patient from the Facility to UMMC.
4. If the patient transfer is accepted and a bed is available but a Maryland *ExpressCare* Team is not available to effect the transfer, the following will occur:
 - a. *ExpressCare* will check the availability of other Advanced Life Support ("ALS") vendor resources. If a Critical Care team is available, *ExpressCare* will dispatch the team in order to respond in a timely manner.
 - b. If vendor resources are exhausted and no Critical Care Team is available, *ExpressCare* will then call the Facility to indicate the lack of Critical Care transport availability to accompany patient during transport with dispatched ALS team. Facility will then dispatch a qualified registered nurse to accompany the patient during transport.

Xerox - Linda Pittman

C. UMMC ACCEPTANCE OF TRANSFERRED PATIENTS:

If a UMMC medical staff member accepts the patient for transfer and appropriate resources are available, UMMC will receive and provide treatment to the transferred patient to care for the acute stroke patient once the initial triage, assessment and treatment have been completed by the Facility.

D. NO TRANSPORT NECESSARY:

The Facility will notify *ExpressCare* if the transfer is later determined to be unnecessary.

E. ADVISORY NOTICE PRIOR TO ADMINISTERING TISSUE PLASMINOGEN ACTIVATOR

To the extent possible, a member of the Facility's stroke team will contact the *ExpressCare*, to indicate that the Facility's Stroke Team will be administering tissue-plasminogen activator ("t-PA") or similar intravenous acute stroke intervention to a patient.

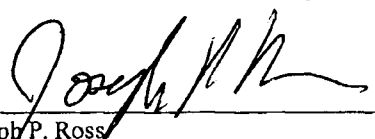
F. ADMINISTRATIVE PROVISIONS

1. Any modification of this agreement, including any extension, shall be effective only if in writing and signed on behalf of both parties
2. This agreement does not create a joint venture or partnership between UMMC and the Facility.
3. This agreement shall be governed by the law of the State of Maryland; the parties agree to be subject to the jurisdiction of the Maryland courts.
4. The Facility may not assign this Agreement.
5. This agreement may be executed and delivered in one or more counterparts (including by facsimile transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Agreed to and approved this 6th day of December, 2006

THE MEMORIAL HOSPITAL AT EASTON, INC.

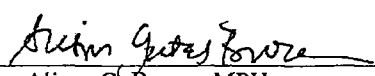
A health care facility owned and operated by Shore Health System, Inc.

By: 

Joseph P. Ross
President and Chief Executive Officer

UNIVERSITY OF MARYLAND MEDICAL CENTER

A health care facility owned and operated by the University of Maryland Medical System Corporation

By: 

Name: Alison G. Brown, MPH
Title: Senior Vice President

TRANSFER AGREEMENT

This Transfer Agreement is entered into on May 20, 2008, by and between Chester River Health System ("Chester River") and The Memorial Hospital at Easton, a health care facility owned and operated by Shore Health System, Inc. ("Shore Health").

WHEREAS, both parties desire to assure continuity of care and treatment appropriate to the needs of each patient and to use the skills, resources, and physical plant of both parties in a coordinated and cooperative fashion to improve patient care at both the acute and post-acute stages of illness.

NOW, THEREFORE, in consideration of the mutual advantages occurring to the parties hereto, Hospital and Shore Health hereby covenant and agree with each other as follows:

1. Both parties agree to make a concerted effort to transfer patients as soon as practical when the need for transfer from Chester River to Shore Health has been determined by the patient's attending physician, provided, however, all eligibility conditions for admission must be met and documented in the patient's medical record.
2. Chester River agrees to send with each patient at the time of transfer or, in the case of any emergency as promptly as possible after the transfer, an abstract of the patient's medical record including:
 - (A) the current medical findings,
 - (B) diagnosis,
 - (C) a brief summary of the course of treatment followed,
 - (D) all other administrative and social information useful to provide continuing care to the patient; using the transfer and referral form mutually agreed upon.
3. Chester River, after promptly notifying Shore Health of the impending transfer of a patient and after Shore Health consents to accept such patient, shall assume the responsibility to arrange for appropriate and safe transportation of the patient, his/her personal effects and valuables, and shall provide any necessary care while he/she is being transferred.
4. Charges for services performed by either Chester River or Shore Health for patients transferred from the other institution pursuant to this Agreement, shall be collected by the institution rendering such services, directly from the patient, third party payers, or the other sources normally billed by the institution; and neither party shall have any liability to the other for such charges except to the extent that such liabilities would exist separate and apart from this Agreement.
5. The parties agree that the transfer of a patient pursuant to this Agreement shall not be predicated upon discrimination based on race, religion, national origin, age, sex, physical condition or economic status. The parties also agree that the transfer or receipt of patients shall not be based upon a patient's inability to pay for services rendered by the transferring or receiving institution or a patient's source of payment.

**TRANSFER AGREEMENT BETWEEN
CHESTER RIVER HEALTH SYSTEM, INC. AND SHORE HEALTH SYSTEM, INC.**

6. All patient transfers pursuant to this Agreement must be accomplished in a medically appropriate manner from physician to physician and from institution to institution by: (i) the use of appropriate life support measures which a reasonable and prudent physician in the same or similar locality exercising ordinary care would use to stabilize the patient prior to transfer and to sustain the patient during the transfer; (ii) the provision of appropriate personnel and equipment which a reasonable and prudent physician in the same or similar locality exercising ordinary care would use for the transfer; (iii) the transfer of all necessary records for continuing the care for the patient; and (iv) the consideration of the availability of appropriate facilities, services, and staff for providing care for the patient. The parties agree that before moving a patient, Chester River shall explain the reasons for the transfer and any alternative to the patient or a legally authorized representative of the patient. If it is necessary to move the patient immediately to protect the health, safety or welfare of the patient, Chester River may give the explanation of the reasons for the transfer concurrently with the transfer.

7. The parties agree to recognize the right of a patient to request transfer into the care of a physician and institution of the patient's own choosing and to recognize and comply with all federal and state requirements relating to the transfer of patients.

8. Chester River agrees not to transfer a patient with an emergency medical condition that has not been stabilized unless: (i) the patient, or a legally responsible person acting on the patient's behalf, after being informed of Chester River's obligations under law and of the risk of transfer, requests in writing transfer to another institution; (ii) a licensed physician has signed a certification which includes a summary of the risks and benefits that, based on the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another institution outweigh the increased risks to the patient and, in the case of labor, to the unborn child from effecting the transfer; or (iii) if a licensed physician is not physically present at the time a patient is transferred, a qualified medical person has signed a certification described in subparagraph (ii) above after a license physician, in consultation with the person, has made the determination described in subparagraph (ii) above and subsequently countersigns the certificate.

9. All notices hereunder by either party to the other party shall be in writing, delivered personally or by overnight courier, and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight carrier, charges prepaid, and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.

10. This Agreement shall be effective from the date of signing by both parties and shall continue in effect, except that either party may withdraw by giving 60 days written notice to the other party of its intention to terminate this Agreement. However, this Agreement shall be declared null and void and shall be immediately terminated should either party fail to maintain its licensure or certification status.

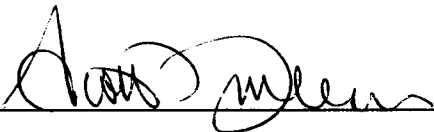
11. Both parties represent and warrant that, during the term of this Agreement, each shall comply with all applicable state and federal laws and regulations and shall remain in good standing with applicable accrediting organizations.

**TRANSFER AGREEMENT BETWEEN
CHESTER RIVER HEALTH SYSTEM, INC. AND SHORE HEALTH SYSTEM, INC.**

12. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other institution, on either a limited or general basis, while this Agreement is in effect.

13. This Agreement may be modified or amended by the mutual agreement of the parties, however, any such modification or amendment shall be attached to and become a part of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Maryland.

CHESTER RIVER HEALTH SYSTEM, INC.

By: 

Name: SCOTT D BURSLESON

Title: Executive Vice President

**100 Brown Street
Chestertown, Maryland 21620**

SHORE HEALTH SYSTEM, INC.

By: 

Name: GERARD M. WALSH

Title: Sr. V.P. & C.O.O.

**219 South Washington Street
Easton, Maryland 21601**

GENERAL TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (hereinafter "Agreement"), is effective December 1, 2013, by and between University of Maryland Shore Regional Health, Inc., including Shore Medical Center at Easton, Shore Medical Center at Dorchester, and Shore Medical Center at Chestertown (hereinafter "Health Care Facility") located at 219 South Washington Street, Easton, MD 21601, and Alfred I. duPont Hospital for Children, of The Nemours Foundation, a Florida not-for-profit corporation (hereinafter "AIDHC") located at 1600 Rockland Road, Wilmington, Delaware, 19803. Both Health Care Facility and AIDHC are hereinafter referred to as "Parties" to this Agreement and each may be referred to as "Institution".

WITNESSETH

WHEREAS, Health Care Facility is a not-for-profit corporation that operates a health care system to provide access to patient care for the residents of its service area; and

WHEREAS, The Nemours Foundation is a not-for-profit corporation that operates a hospital to provide pediatric patient care; and

WHEREAS, the parties desire to provide reasonable assurance that the transfer of patients will be properly effected between the institutions when a transfer is either medically appropriate as determined by the referring physician or when the patient requests the transfer;

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

1. Term. This Agreement shall commence on the day and year first above written and shall continue for a period of five (5) years, unless terminated earlier by either Institution as set forth below.

2. Patient Transfer. The patient's attending physician will determine when transfer of a patient, from one Institution to the other is appropriate. When a decision to transfer has been made, the transferring Institution shall contact the receiving Institution as far in advance of the anticipated transfer as possible to obtain the receiving Institution's consent to the transfer. Prior to moving the patient, the transferring Institution must receive confirmation from the receiving Institution that it can accept the patient.

3. Patient Records. Each Institution agrees to adopt standard forms for medical and administrative information to accompany the patient from one Institution to the other. The information shall include, but not be limited to, an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption. Each Institution agrees to supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at the receiving Institution.

4. Personal Effects. The transferring party shall transfer the patient's personal effects, including money and valuables, and information pertaining to same. A list prepared by the transferring party of all personal effects shall be transferred with the patient and shall include the signature of the person making the list. An attempt should be made to have family members

or friends voluntarily transfer such personal effects if possible. The receiving party shall, as soon as practical upon patient arrival, document that all personal effects were received or will notify the transferring facility if items were lost.

5. Medical Information. The transferring party agrees to transmit with each patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, all available pertinent medical and other records necessary to continue the patient's treatment without interruption and to provide identifying and other information, which must include:

- (a) A completed interagency communication summary to include; as applicable
 - current medical findings;
 - diagnosis;
 - rehabilitation potential;
 - brief summary of the course of treatment followed at Health Care Facility;
 - nursing and dietary information useful in care of the patient;
 - administrative and pertinent social information;
 - post-discharge plan of care;
 - all other information required by law or deemed necessary.
- (b) Documentation of any known Health Care Treatment Directive, including any durable power of attorney for health care decisions, living will, guardianship papers or withholding of resuscitation orders.
- (c) Documentation of (i) the name of the person requesting the transfer, (ii) the fact that the patient or person with authority to act on the patient's behalf consented to the transfer (except in emergencies), (iii) the name of the person at the receiving party who accepted the transfer.

6. Patient Consent to Transfer. The transferring Institution shall have responsibility for obtaining the appropriate consent to the transfer to the other Institution, prior to the transfer. This should include the patient's attending physician's signature authorizing the transport.

7. Charges. The patient/parent is primarily responsible for payment for care received at either Institution and for the costs to transport the patient for the transfer. Prior to transfer, except in urgent circumstances, the patient/parent should be required, if competent, to acknowledge the obligation to pay for such care at the receiving Institution and the transport costs. Each Institution shall be responsible only for collecting its own payment for services rendered to the patient. No clause of this Agreement shall be interpreted to authorize either Institution to look to the other Institution to pay for services rendered to a patient transferred by virtue of this Agreement.

8. Transport. The transferring party shall arrange for appropriate and safe transportation of the patient in compliance with applicable laws, regulations and Joint Commission standards.

9. Return of Patient to Health Care Facility. When the Receiving party is AIDHC, the Health Care Facility shall be expected to be available for the return of the transferred patient when:

- (a) the patient's medical condition has stabilized and the patient is ready for discharge from AIDHC, and
- (b) the patient has needs for continued care appropriate to the scope of services provided by the Health Care Facility.

10. Liability. Each Institution shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other Institution.

11. Indemnification. Each party (the "Indemnifying Party") will defend, indemnify and hold the other parties and the other parties' employees, officers, governing body and medical staff members, physicians, agents, representatives and affiliates (collectively the "Indemnified Parties") harmless against any and all claims, suits, proceedings, demands, liabilities, losses, damages, penalties, fines, interest, costs and attorney's fees which may be brought, claimed or asserted against or incurred by the Indemnified Parties, and which arise from or result from the Indemnified Party's provision or failure to provide any of the Services described in this Agreement or from any negligence or other tortious or wrongful act or omission by the Indemnifying party or its employees, physicians, contractors or representatives. This provision shall survive termination of this Agreement.

12. Insurance. Each Institution agrees to obtain and maintain in force during the term of the Agreement professional and general liability insurance with minimum limits of \$1 million per occurrence or claim and \$3 million annual aggregate. Upon request, each Institution will provide the other with a certificate of insurance verifying such coverage at all times this Agreement is in effect. Each Institution shall notify the other at least thirty (30) days prior to cancellation, reduction or material change in coverage. If the insurance is on a "claims made" basis, each Institution agrees to purchase appropriate tail coverage for claims, demands or actions reported in future years for acts or omissions during the term of this Agreement. If either Institution fails to obtain or maintain the insurance coverage provided herein, the other party may terminate this Agreement. The parties may satisfy this requirement through an actuarially sound plan of self insurance.

13. Termination.

13.1 Voluntary Termination. This Agreement may be terminated by either Institution for any reason, by giving thirty (30) days written notice of its intention to withdraw from this Agreement, and by ensuring the continuity of care to patients who already are involved in the transfer process. To this end, the terminating Institution will be required to meet its commitments under the Agreement to all patients for whom the other Institution has begun the transfer process in good faith.

13.2 Involuntary Termination. This Agreement may be terminated immediately upon the occurrence of any of the following:

13.2.1 Either Institution is destroyed to such an extent that the patient care provided by such Institution cannot be carried out adequately;

13.2.2 Either Institution loses its license or accreditation;

13.2.3 Either Institution is no longer able to provide the service for which this Agreement was sought;

13.2.4 Either Institution is in material default under any of the terms of this Agreement; or

13.2.5 Either Institution becomes a Sanctioned Provider as defined in Appendix A.

14. Independent Contractor Status. The Parties are independent contractors and neither Institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Institution, nor shall it in any way alter the control of the management, assets and affairs of the respective Parties. Neither Institution, by virtue of the Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other Institution to this Agreement.

15. Regulatory Compliance. The Parties agree to abide by all applicable federal, state and local laws and regulations, to include the Emergency Medical Treatment and Active Labor Act ("EMTALA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and federal and state anti-kickback laws. This agreement is not intended to violate the Anti-Kickback or Stark laws and it is not the purpose, nor is it a requirement of this Agreement to offer or receive any remuneration or inducement in exchange for the referral of any patient or other health care business between the parties.

16. Discrimination. The Parties agree that the primary consideration of both is care of patients according to their needs. Health Care Facility and AIDHC agree to admit and assign patients without regard to race, color, sex, age, national origin, religious creed or sexual preference.

17. Advertising and Public Relations. Neither Institution shall use the name of the other Institution in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the Institution whose name is to be used. The Parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each Institution shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

18. Modification of Waiver. If either Institution to this Agreement waives a breach of one of the provisions of this Agreement by the other Institution, that waiver shall neither operate nor be construed as a waiver of a subsequent similar breach of a provision hereof.

19. Governing Law. This Agreement is made and entered into and shall be governed and construed in accordance with the laws of the State of Delaware.

20. Assignment. The Agreement shall not be assigned in whole or in part by either Institution hereto without the express written consent of the other Institution.

21. Invalid Provision. In the event that any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the Parties hereto in the same manner as if the invalid or unenforceable provision were not a part of the Agreement.

22. Amendment. This Agreement may be amended at any time by a written Agreement signed by the Parties hereto.

23. Notice. Any and all notices and other communications required or permitted to be given hereunder shall be made in writing and effective upon receipt. Such notices shall be personally delivered, sent by registered or certified mail, by a nationally recognized overnight delivery service or sent by facsimile or electronic mail with confirmation, addressed as follows, unless such address is changed by written notice hereunder:

If to Health Care Facility:

University of Maryland Shore Regional Health, Inc.
219 South Washington Street
Easton, MD 21601
Attn: President & CEO

If to AIDHC:

Alfred I. duPont Hospital for Children
1600 Rockland Road
Wilmington, DE 19803
Attn: Diane Hochstuhl
E-mail: dhochstu@nemours.org

With a copy to:

Office of Contracts Administration
The Nemours Foundation
10140 Centurion Parkway North
Jacksonville, FL 32256
Fax: 904.697.4070
E-mail: oca@nemours.org

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof.

25. Assignment. This Agreement may not be assigned in whole or in part by any Party without the express written consent of the other Party.

26. Counterparts and Electronic Signature. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or .PDF will be as effective as delivery of a manually signed counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized to bind the Parties to perform their respective obligations hereunder, as of the date first written above.

**ALFRED I. duPONT HOSPITAL
FOR CHILDREN OF THE
NEMOURS FOUNDATION**

**UNIVERSITY OF MARYLAND
SHORE REGIONAL HEALTH, INC.**

By: M. Kay Holbrook
Name: M. Kay Holbrook
Title: Associate Administrator
Date: 12/2/13

By: Kenneth Kozel
Name: Kenneth Kozel
Title: President & CEO
Date: 12/17/13

APPENDIX A

"Sanctioned Provider" means a Person who:

1. is currently under indictment or prosecution for, or has been convicted of:
 - a) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any program funded under Title V or Title XX of the Social Security Act (the Maternal Child Health Services Program or the Block Grants to States for Social Services programs, respectively),
 - b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service,
 - c) fraud, theft, embezzlement or other financial misconduct in connection with the delivery of a health care item or service,
 - d) obstructing an investigation of any crime referred to in i) through iii) above,
or
 - e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance;
2. has been required to pay any civil monetary penalty under 42 U.S.C. §1128A, regarding false, fraudulent or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or Federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment; or
3. has been excluded from participation in the Medicare, Medicaid or Maternal and Child Health Services (Title V) program, or any program funded under the Block Grants to States for Social Services (Title XX) program.

**STEMI PATIENT TRANSFER
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between Peninsula Regional Medical Center, located at 100 East Carroll Street, Salisbury, Maryland (“PRMC”) and Shore Health System, Inc. (“SHS”), on behalf of its wholly owned and operated acute care hospitals, The Memorial Hospital, located at 219 S. Washington Street, Easton, Maryland and Dorchester General Hospital, located at 300 Bryn Street, Cambridge, MD 21613, (individually and collectively referred to herein as SHS facilities).

RECITALS:

WHEREAS, SHS facilities do not perform certain cardiac procedures that may be required by patients presenting with ST-segment elevation MI (“STEMI patients”);

WHEREAS, PRMC does perform such procedures and further is a designated by the Maryland Institute for Emergency Medical Services Systems (MIEMSS) designated Cardiac Interventional Center (CIC);

WHEREAS, SHS desires to arrange for the provision of needed cardiology and cardiac services to its STEMI patients and facilitate the continuity of their care by transferring such patients to PRMC in order to receive the necessary cardiac procedures; and

WHEREAS, PRMC desires to accept such transfers and to provide such services to SHS’s transferred STEMI patients;

NOWHEREFORE, in consideration of the mutual covenants and agreements set forth herein, PRMC, and SHS agree as follows;

1. TRANSFER OF PATIENTS. All transfers between any SHS facility and PRMC shall be performed in accordance with applicable federal and state statutes and regulations, the standards of The Joint Commission, and the MIEMMS Interhospital Transfer Guidelines. In addition, in the course of effectuating a transfer addressed by this MOU, both SHS and PRMC shall adhere to their own reasonable policies and procedures applicable to patient transfers. Both PRMC and SHS agree to retain data regarding performance measures of services provided under this MOU as may be necessary for purposes of certification and/or accreditation. Neither the acceptance of the transfer of a STEMI a patient nor the refusal to accept the transfer of a STEMI patient shall be predicated upon arbitrary, capricious, or unreasonable grounds or discrimination or based upon the patient’s inability to pay for services rendered by either PRMC or SHS.

2. RESPONSIBILITIES OF THE TRANSFERRING FACILITY. SHS facilities shall evaluate for transfer all patients determined to be STEMI patients as

defined by the MIEMMS regulations at COMAR 30.08.16.01. If a SHS facility determines transfer of a STEMI patient is appropriate, decides to transfer such STEMI patient to PRMC, and concludes the transfer to PRMC meets the MIEMMS Interhospital Transfer Guidelines such SHS facility, as the "Transferring Facility," shall be responsible for performing or ensuring performance of the following:

a. Provide for a member of the nursing staff or the patient's attending physician to contact the Peninsula Access Center using the contact information set forth in Section 12;

b. Provide, within its capabilities, evaluation of the patient for transfer, medical screening and stabilizing treatment of the patient prior to transfer;

c. Arrange for the patient's safe and appropriate transportation to PRMC, the use of appropriate equipment and personnel and the appropriate care for the patient during transfer, in accordance with applicable federal and state laws and regulations and the MIEMMS Interhospital Transfer Guidelines;

d. Select an authorized representative of the Transferring Facility to coordinate the patient's transfer ("Designated Representative") and provide the name of such designated representative to the Receiving Facility.

e. Communicate to the Receiving Facility the Receiving Physician, defined as the treating physician's or patient's choice of physician or cardiology practice to receive the patient once transferred to the Receiving Facility, the physician providing coverage for chosen Physician or cardiology group, or if those Receiving Physicians are unavailable, the on-call cardiologist, all of whom shall be properly credentialed, licensed and experienced cardiologists ("Receiving Physician");

f. Forward to the Receiving Physician and the Receiving Facility a copy of those portions of the patient's medical record that are available at the time of transfer 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 via the fax number in Section 12.

g. Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items.

3. RESPONSIBILITIES OF THE RECEIVING FACILITY. PRMC's responsibility for the patient's care, as the "Receiving Facility," shall begin when the

patient arrives at or is admitted to the Receiving Facility. Specifically, the Receiving Facility shall be responsible for performing or ensuring performance of the following:

a. Arrange for the availability of the Receiving Physician requested by the patient's treating physician or the patient. If such physician is not reasonably available, provide for a properly credentialed, licensed and experienced Receiving Physician.

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 eligible Receiving Physicians at the Receiving Facility and provide, on request, the name of a Receiving Physician requested based on standing orders or the Receiving Physician providing coverage for that Receiving Physician's group, or the on-call Receiving Physician, to the Transferring Facility.

c. Reserve beds, facilities, and services as appropriate for STEMI patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a Receiving Physician. Transferred STEMI patients shall be treated in the emergency department, sent to the cardiac catheterization laboratory, directly admitted to a patient room, and/or sent to the operating room, as appropriate based on the patient's medical needs.

d. Select an authorized representative of the Receiving Facility to coordinate the patient's transfer ("designated representative") and provide the name of such designated individual to the Transferring Facility.

e. When the Transferring Facility cannot arrange for necessary personnel or equipment, and when appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the Transferring Physician (Physician at SHS who is responsible for the patient prior to transfer) and 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. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider, including the MIEMMS standards for the transfer of STEMI patients.

4. BILLING. All charges incurred with respect to any services performed by either PRMC or SHS for transferred STEMI patients shall be billed and collected by the

party furnishing such services. In addition, it is understood that professional fees will be billed by the physicians or other professional providers at SHS facilities and/or PRMC that may participate in the care and treatment of the patient. Both SHS and PRMC agree to provide information in its possession to the other and to physicians/providers sufficient to enable the treating providers to bill for services provided..

5. DISCHARGE. When the transferred patient is ready for discharge as appropriate to the patient's medical condition, the Receiving Physician shall contact the Transferring Physician or the patient's primary care physician.

6. COMPLIANCE WITH LAW. SHS and PRMC 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, confidentiality or patient information, and the rules and standards of MIEMMS for the transfer and treatment of STEMI patients, as well as with all standards promulgated by any relevant accrediting agency.

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

8. TERM; TERMINATION.

a. Term; Renewal. The initial term of this MOU ("Initial Term") shall be for a period of 3 year(s), commencing on 5-18, 2011 unless sooner terminated herein. At the end of the Initial Term and upon mutual written agreement of the parties, this MOU may be renewed for subsequent additional terms of one (1) year ("Renewal Terms").

b. Holdover. In the event the parties continue to abide by the terms of this MOU after the expiration of the Initial Term or any Renewal Term, without renewing the MOU in accordance with Section 8.a., this MOU shall continue on a month-to-month basis.

c. Termination Without Cause. Either party may terminate this MOU without cause upon thirty (30) days written notice to the other party.

d. Termination for Breach. Either party may terminate this MOU upon breach by the other party of any material provision of this MOU, provided the breach continues for five (5) days after receipt by the breaching party of written notice of the breach from the non-breaching party.

e. **Immediate Termination.** Either party may terminate this MOU immediately upon the occurrence of any of the following events:

i. The other party's closure or discontinuation of operation to such an extent that patient care cannot be carried out adequately.

ii. The other party's loss of its license, conviction of a criminal offense related to health care, inclusion on a federal agency's list of entities and individuals who are debarred, excluded or otherwise ineligible for federal program participation.

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

10. 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 MOU regardless of the cause of the termination.

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

12. NOTICES. All notices 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 PRMC: Peninsula Regional Medical Center
100 East Carroll Street
Salisbury, Maryland 21801
Attn: Executive Director
Guerrieri Heart and Vascular Institute
Fax: 410-912-5757

Peninsula Access Center 410-543-4722

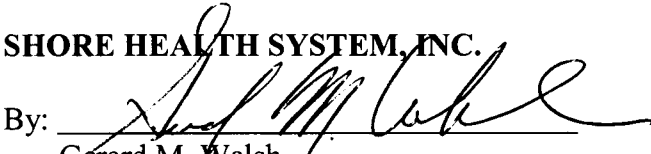
If to SHS: Shore Health System, Inc.
219 South Washington Street
Easton, Maryland 21601
Attn: Director of Cardiology

or to such other persons or places as any party may from time to time designate by written notice to the other.


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

14. ASSIGNMENT; BINDING EFFECT. Neither party shall assign or transfer, in whole or in part, this MOU or any of their rights, duties or obligations under this MOU without the prior written consent of the other party, and any assignment or transfer by any party without such consent shall be null and void. This MOU shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors and permitted assignees.

THE PARTIES have executed this Agreement on 5-25, 2011

SHORE HEALTH SYSTEM, INC.
By: 
Gerard M. Walsh
Interim President and CEO

Date: 5-18-11

PENINSULA REGIONAL MEDICAL CENTER
By: 
Margaret (Peggy) M. Naleppa, DR.M.
President/CEO

Date: 5-25-2011

**AGREEMENT BETWEEN
EASTERN SHORE HOSPITAL CENTER
AND
SHORE HEALTH SYSTEM, INC.**

THIS AGREEMENT, entered into and effective this _ day of April 2014 by and between Eastern Shore Hospital Center, a non-profit corporation organized and existing under the laws of Maryland (hereinafter referred to as "ESHC") and Shore Health System, a non-profit corporation organized and existing under the laws of Maryland that owns and operates University of Maryland Shore Medical Center at Easton and University of Maryland Shore Medical Center at Dorchester in Cambridge, Maryland (collectively hereinafter referred to as "Shore Health").

WHEREAS, both parties desire, by means of this Agreement, to facilitate the timely provision of services to ESHC patients; and to insure the continuity and quality of care and treatment appropriate to the needs of patients at ESHC and/or Shore Health by utilizing the knowledge and resources of both parties in a coordinated and cooperative effort; and

WHEREAS, ESHC, a state-operated psychiatric facility located in Cambridge, MD, consists of three (3) psychiatric units and a separately licensed assisted living program (ALP).

WHEREAS, some ESHC patients require certain medical service that are not available onsite at ESHC for their patients/residents

WHEREAS, Shore Health provides certain medical services and is willing to provide services to patients from ESHC as set forth herein.

NOW THEREFORE, in consideration of the mutual advantages accruing to the parties hereto and their respective patients and in consideration of the mutual covenants hereinafter set forth, the parties, with the intention to be legally bound, agree as follows:

I. Conditions of Transfer

Each party agrees to exercise its best efforts to provide for the provision of services of any patient transported from the other facility provided that:

- A. A licensed physician who is a member of the medical staff of either party has designated that such services are medically appropriate.
- B. All conditions and requirements of provision of services are met, including confirmation of acceptance of the patient by the receiving facility.
- C. Adequate and appropriate capacity to provide services is available in the receiving facility to accommodate the patient.

- D. The sending facility has received confirmation from the receiving facility that the receiving facility will accept the patient.

II. Admission Process

ESHC agrees that it and its physicians and/or medical staff will abide by the following notification procedures when patients are transported to Shore Health: the sending physician at ESHC shall contact the appropriate Emergency Department attending physician at Shore Health who will evaluate the patient and determine appropriate disposition. In the event there is one (1) ESHC physician treating two injured patients that require emergency care and no additional physician coverage at ESHC is available to such physician, the patient with the most serious injuries will be sent to the Emergency Department, and the patient with less serious injuries will be managed at ESHC; provided that ESHC shall utilize best efforts to notify Shore Health of such transfer in advance via telephone.

III. Transport

- A. The sending facility agrees to:

- 1) Arrange for and carry out appropriate transportation of the patient to the receiving facility, including selection of the mode of transport, using appropriate life support measures, if necessary, to stabilize the patient prior to transport and during transport and providing appropriate health practitioner(s) and equipment to accompany the patient;
- 2) Complete and forward to the receiving facility, at the time of transport, an approved transport record form;
- 3) Transport with the patient his/her personal effects and provide documentation of presence or absence of personal items on the medical record/valuables sheet; including a notation if given to patient, family member or placed in hospital safe; and
- 4) Transmit with each patient at the time of transport copies of the patient's medical record or an abstract of pertinent medical and other records necessary for identification of the patient and continuation of uninterrupted and proper treatment. Such medical and other information should include where applicable:
 - a) History of the injury or illness;
 - b) Current medical findings;
 - c) Diagnosis;
 - d) Laboratory and radiology findings, including copies of radiological films, where appropriate;
 - e) Rehabilitation potential;

- f) Brief summary of the courses of treatment followed up to the time of transport including medications given and route of administration, fluids given, by type and volume;
 - g) Nursing information useful in the care of the patient;
 - h) Patient's third party billing data;
 - i) Pertinent administrative information as required; and
 - j) Current surrogate (in the event that the patient is incompetent) and/or next-of-kin information.
- 5) In the event of an emergency as reasonably determined by the sending facility, the following information will be sent by the sending facility with the patient:
- a) History of injury or illness
 - b) Current medical findings
 - c) Brief summary of the courses of treatment follow up to the time of the transport, including medications given, and route of administration, fluids given, by type and volume.
 - d) All other information will be faxed within ten (10) minutes of the patient leaving ESHC for the Shore Health emergency room.
- 6) Obtain the consent to transport from the patient's legally authorized representative, except in emergency situations where the delay to obtain such consent would seriously jeopardize the patient's life or health.
- 7) Direct inquiries about the patient or his/her care to the patient's attending physician and to no other medical staff member(s).
- B. The receiving facility agrees to:
- 1) Assume responsibility for the patient's care, including providing full inpatient, outpatient and emergency services as appropriate, upon arrival of the transported patient at the receiving facility;
 - 2) Acknowledge on such forms as may be provided by the sending facility, receipt of the patient's effects and medical records.
- C. ESHC agrees to promptly accept patients for readmission upon the reasonable determination of both parties that such patients are appropriate for re-admission from a medical perspective.

IV. Payment for Services

The patient is primarily responsible for payment for care received at the institution and, prior to transport, (in non-emergent cases), the patient (or his/her surrogate decision maker) shall be required to acknowledge the obligation to pay for such at the receiving

institution. Each institution shall be responsible only for collecting its own payment for services rendered to the patient. No clause of this Agreement shall be interpreted to authorize either institution to look to the other to pay for services rendered to a patient transported by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement.

V. Compliance

Each institution shall comply with all applicable federal, state and local laws, and all requirements imposed by, or pursuant to the regulations of the Department of Health and Human Services and any other applicable governmental agency.

VI. Insurance

Each year that this Agreement is in effect, within thirty (30) days of the anniversary of the execution of this Agreement, each party shall provide to the other written verification that:

- A. It has professional liability insurance or adequate self-insurance, in limits as required in accordance with applicable laws of the State of Maryland.
- B. That all members of its medical staff are covered by professional liability insurance in limits as required in accordance with applicable laws of the State of Maryland.
- C. That all of its employees who may be involved in the transfer of patients are covered by adequate and reasonable limits of workers' compensation, health, and motor vehicle insurance as required in accordance with applicable laws of the State of Maryland.

VII. Indemnification

- A. ESHC agrees that it shall defend, indemnify and hold harmless Shore Health, its officers, directors, agents, and employees from and against any and all costs, demands, liabilities, settlements or verdicts, including reasonable attorneys fees, arising out of any claim, demand, action or suit brought by, on behalf of or as a derivative action of any patient or other person for any damages, injuries, or death to persons or property arising out of or in connection with (i) ESHC performance or failure to perform its duties hereunder; or (ii) any act or omission of ESHC, its agents or employees which occurred prior to the admission by Shore Health of any patient transported from ESHC.
- B. Shore Health agrees that it shall defend, indemnify and hold harmless ESHC, its officers, directors, agents and employees from and against any and all costs, demands, liabilities, settlements, or verdicts, including reasonable attorneys fees, arising out of any claim, demand, action or suit brought by, on behalf of or as a derivative action of any patient or other person for any damages, injuries or death to persons or property arising out of or in connection with (i) Shore Health's

performance or failure to perform its duties hereunder; or (ii) any act or omission of Shore Health, its agents or employees, which occurred prior to the admission or acceptance by ESHC of any patient transported from Shore Health.

VIII. Confidentiality of Medical Records

All reasonable efforts will be made by both parties to preserve the confidential nature of the patient's medical records and to safeguard the rights of the patients as to medical and/or other privileged information contained within said records in accordance with applicable state and federal laws and regulations.

IX. Duration and Termination of Agreement

The Agreement shall continue in effect indefinitely, except that either party may terminate this Agreement by giving sixty (60) days' notice in writing to the other party of its intention to terminate. Termination shall be effective at the end of the sixty (60) days' notice period. However, if either party shall have its license to operate revoked or suspended by the State, have its accreditation suspended or revoked or placed on probation by any accrediting body or if any governmental agency suspends, revokes or places such party of probation, then the affected party shall immediately notify the other hospital, and this Agreement shall terminate as of the date such suspension, revocation or probation becomes effective.

X. Modification of Agreement

This Agreement may be modified or amended from time to time by mutual written agreement of the parties and any such modification or amendments shall be attached to and become part of this Agreement.

XI. Autonomy of Institutions

Each party to this Agreement is an independent contractor and shall have exclusive control over the policies, management, assets and affairs of its respective institution. 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. Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or master-servant relationship between the parties, their agents, employees or representatives.

XII. Non-exclusivity

Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital, nursing home or other health care entity or organization on either a limited or a general basis while this Agreement is in effect.

XIII. Non-Discrimination

Both parties attest that they are an equal opportunity employer that offers employment without regard to race, color, religious creed, disability, ancestry, national or ethnic origin, age, sex, or veteran status. This agreement shall be construed and carried out in a non-discriminatory manner without regard to race, color, religious creed, disability, ancestry, national or ethnic origin, age, sex, veteran status or ability to pay.

XIII. Miscellaneous

- A. Each party agrees to provide to the other, upon reasonable request, any information deemed relevant by the requesting party to determine if the other party is able to provide the necessary facilities, care and/or treatment for a particular patient, group of patients or types of patients.
- B. Neither party shall use the name of the other in any promotional or advertising material without the written approval of the other party.
- C. Any communication required herein shall be in writing addressed as follows:
 - 1) Any notice to ESHC:

 - 2) Any notice to Shore Health:
Shore Health System, Inc.
219 S. Washington Street
Easton, Maryland 21601
Attn: Chief Medical Officer
- D. No patient, physician, payor or other third party is intended to be a third party beneficiary under this Agreement and no action to enforce the terms of this Agreement may be brought against any party by any person who is not a party to this Agreement.
- E. Neither party may transfer, assign, pledge or delegate any or all of its duties or interest in this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

- F. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the parties.
- G. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter and supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter. This Agreement may be modified or amended by a mutual, written agreement signed by the parties.
- H. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
- I. In the event any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue or to be binding upon the parties in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
- J. The headings above the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision; they are not to be used in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and the year written below.

**EASTERN SHORE
HOSPITAL CENTER**

Judy L. Bueff
Chief Executive Officer

5-12-14
Date

Catherine D. Morney
Witness

SHORE HEALTH SYSTEM, INC.

[Signature]
Chief Executive Officer

6/5/14
Date

Linda Pittman
Witness

**EASTERN SHORE
HOSPITAL CENTER**

Wendy D. Darcin, MD

Acting Clinical Director

5.12.14
Date

Jennifer W. Hamilton
Witness

PATIENT TRANSFER AGREEMENT

THIS AGREEMENT ("Agreement") is made this 16th day of November 2000, by and between Shore Health System of Maryland and **PENINSULA REGIONAL MEDICAL CENTER**, a Maryland corporation ("Peninsula Regional")(each, a "Party").

WHEREAS:

1. Both Parties to this Agreement are providers of health care services which seek to improve the treatment of patients by providing continuity of care and treatment appropriate to the needs of each such patient;
2. Neither Party offers all services needed by its patients and both wish to make provision for the transfer of its patients for additional needed services;
3. At least one Party does have facilities offering services needed by patients of the other Party and is licensed to provide such services;
4. Each Party needs assurance of a referral mechanism to provide these services to its patients which the Party does not offer; and
5. This Agreement is intended to cover the circumstances where patients may be transferred by either Party to the other. The terms of the Agreement refer to the "Transferor Institution" and "Transferee Institution." Depending upon the circumstances, either Party may be either a "Transferor Institution" or a "Transferee Institution." If a Party is transferring patients, then it is the "Transferor Institution." If a Party is receiving patients, then it is the "Transferee Institution."

NOW, THEREFORE, in consideration of the common aims, interests and mutual advantages accruing to the parties, the Parties covenant and agree as follows

1. **Recitals**. The above recitals are specifically incorporated by reference and hereby made a part of this Agreement,
2. **Autonomy**. The governing authorities of each Party 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 any nature incurred by the other party to this Agreement. Neither party will assume responsibility for the care rendered to the patient by the other institution.
3. Each Party shall notify the other of its designated representative(s) for the purpose of implementing this Agreement. In the event that Transferor Institution has a patient in need of services it does not provide and which Transferee Institution does provide, Transferor Institution will contact the designated representative of Transferee Institution who will recommend to Transferor Institution whether the

patient should be transferred from Transferor Institution to Transferee Institution. It shall be the responsibility of the Transferor Institution to determine that the patient can be transferred without harm. If Transferee Institution recommends that the patient be transferred to Transferee Institution, then the designated representative shall confirm to the Transferor Institution that the Transferee Institution consents to the transfer and that the patient meets Transferee Institution's admission criteria relating to appropriate bed, the patient's required level of care, and physician and other services necessary to treat the patient. The designated representative of Transferee Institution shall accept or arrange for acceptance of such patient on behalf of Transferee Institution and shall arrange for all necessary administrative authorizations for the transfer. The transfer of any such patients from Transferor Institution to Transferee Institution will be effected in accordance with federal and state law and regulations. Transferee Institution and Transferor Institution mutually agree to exercise their best efforts to provide for prompt admission of these patients to Transferee Institution.

4. In the event of transfer, it shall be the responsibility of the patient's physician at Transferor Institution to determine the safest and most appropriate means to transfer the patient to Transferee Institution. Transferor Institution will provide or arrange for an ambulance or other transport equipment which is able to provide appropriate treatment during transport. The Transferor Institution will provide medically appropriate personnel and equipment that a reasonable and prudent physician exercising ordinary care would use for the transfer. The transport shall use medically appropriate life-support measures that a reasonable and prudent physician exercising ordinary care would use to stabilize the patient before transfer and to sustain the patient during the transfer. Transferor Institution shall be solely responsible for all costs, or for the arrangement of coverage of all costs, or transporting the patient, including the costs of any necessary personnel. Transferor Institution shall be responsible for notifying Transferee Institution of the impending transfer, providing explanations of the reason for the transfer and any alternatives to the transfer to the patient or patient's Parent(s) or legal guardian(s), as well as obtaining approval for the transfer from such person. Transferor institution shall be solely responsible for assuring that all transfers under this Agreement comply with all federal and/or State requirements which govern the transfer of patients.
5. In compliance with 42 USCA 1395dd, 42 C.F.R. 489.24, Md. Health-Gen. Code Ann. 19-308.2, and COMAR 10.07.01.23, Transferor Institution will provide a copy of the patient's medical records to Transferee Institution. This shall include medical records related to the patient's emergency medical condition, history and physical observations of signs, symptoms, preliminary diagnosis, results of diagnostic studies or telephone reports of the studies or telephone reports of the studies, treatment provided, x-rays, results of any tests, written informed consent to the transfer (or physician certification as to the necessity of transfer), copies of any relevant signed consent forms, and any advance directives or other legal guidance believed by Transferor Institution to be currently in effect. A medication

schedule for the previous twelve (12) hours with dose and administration will be provided. These records should accompany the patient at the time of the transfer. For an emergent patient, the medical record may be faxed (within one hour) if time does not allow for photocopying.

6. As soon as a transfer has been made, it shall be the responsibility of Transferor Institution to advise the financially responsible party or agency of 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.
7. To maintain the quality of care to the transferred patients, all cases will be reviewed by Transferee Institution's Quality Assurance Department. The result of these reviews will be promptly communicated to Transferor Institution.
8. Transferor Institution and Transferee Institution agree that they will provide and ensure maximum confidentiality accorded by law with regard to all medical, business or other records generated in accordance with this Agreement.
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. 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.
11. This Agreement supersedes any relevant 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 a 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 State of Maryland.
12. Neither Party shall be entitled to compensation from the other Party for any services provided under this Agreement.
13. Transferor Institution shall be solely responsible for complying with State and Federal laws and regulations governing patient transfers. Transferor Institution shall not use the patient's inability to pay or source of payment for the patient as a reason to transfer the patient.
14. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered in hand or sent by registered or certified mail, postage prepaid,

to each Party at the address set forth below. Either Party may designate a different address by written notice given in the manner provided herein.

If to Peninsula Regional:

Peninsula Regional Medical Center
100 East Carroll Street
Salisbury, MD 21801
Attn: President

If to Shore Health System of Maryland:

Shore Health System of Maryland
219 S. Washington Street
Easton, MD 21601
Attn: Administrator

- 15. This Agreement shall commence as of the date set forth above and shall continue in effect for one year unless it is terminated by either Party. This Agreement shall be renewed for additional terms of one (1) year each in the absence of notice of intent not to renew given by either party. This Agreement may be terminated at any time by an authorized representative of the parties to this Agreement by providing the other Party with 30 days' prior written notice. However, this Agreement shall be automatically terminated if either Party has its license to operate revoked by the State of Maryland, its ability to participate in the Medicare and/or Medicaid programs is terminated, or if it loses accreditations by the Joint Commission or Accreditation of Healthcare organizations.

IN WITNESS WHEREOF, the authorized representatives of the parties to this Agreement have caused their respective principal's name to be subscribed to this Agreement.

PENINSULA REGIONAL MEDICAL CENTER
a Maryland corporation

Sharon R. Harrison

By: *[Signature]*
Authorized Representative

Date: 11/17/00

By: *[Signature]*
Authorized Representative

Date: 11/27/00