

EXHIBIT 29

**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.

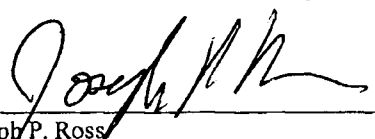
F. ADMINISTRATIVE PROVISIONS

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.

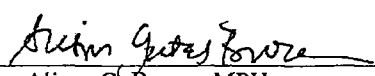
A health care facility owned and operated by Shore Health System, Inc.

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

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TRANSFER AGREEMENT

between

THE MEMORIAL HOSPITAL AT EASTON, MD., INC.

and

CAROLINE NURSING HOME, INC.

THIS TRANSFER AGREEMENT (the "Agreement") is executed and effective as of December 17, 1998 (the "Effective Date"), by and between The Memorial Hospital at Easton, Md., (the "Hospital") and Caroline Nursing Home, Inc. (the "Nursing Home").

RECITALS

WHEREAS, the Nursing Home, a skilled nursing facility located in Denton, Maryland, desires to enter into an arrangement with a nearby acute care hospital in order to ensure the continuity of quality care for patients of the Nursing Home and to facilitate the timely and appropriate transfer of such patients between the Hospital and the Nursing Home;

WHEREAS, the Hospital is willing to cooperate in facilitating medically appropriate transfers of patients between the Nursing Home and the Hospital;

NOW, THEREFORE, the Hospital and the Nursing Home agree as follows:

Section 1. Requisites of Transfer

1.1 Prior to Transfer. In the event the physician of a patient from the Nursing Home determines that acute care services available at the Hospital are medically appropriate, the Nursing Home immediately shall notify the Hospital of the need to transfer a patient. Prior to any such transfer, or, in the case of emergency, as promptly as possible, the Nursing Home shall:

A. Ensure that the physician has properly documented the need for such transfer in the patient's medical record.

B. Except in the case of emergency, obtain written confirmation from the Hospital that it can accept the patient from the Nursing Home;

C. Discuss with the patient or his or her legal representative the reason for the proposed transfer and any available alternatives. The Nursing Home shall have full responsibility for obtaining the consent of the patient or the patient's legal representative prior to the transfer.

D. Notify the next of kin of the patient or another appropriate responsible person or family member regarding the anticipated transfer.

1.2 Admission by the Hospital. The Hospital agrees to admit a patient transferred from the Nursing Home, subject to all conditions of this Agreement, all admission eligibility requirements of the Hospital in effect at the time, and the availability of adequate and appropriate bed space for the transferred patient. All transfers and admissions shall be conducted in accordance with applicable federal and state law and regulations and the applicable policies and procedures of the Hospital.

1.3 Transfer Documentation. The Nursing Home shall send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the patient's medical record, completed transfer forms, and any other information pertinent to the medical condition and treatment of the patient. The Nursing Home and the Hospital agree to develop a standard form document which shall accompany the patient in any transfer to the Hospital or to the Nursing Home from the Hospital. The standard form shall include such information as current medical findings, diagnosis, a brief summary of the present course of treatment, nursing and dietary information, ambulation status and pertinent administrative and social information. If the patient is returning to the Nursing Home after treatment, the Hospital shall provide similar transfer documentation to the Nursing Home.

1.4 Safe Transport. The Nursing Home shall be responsible for effecting the transfer of the patient, including the arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable federal and state laws and regulations. The Hospital's responsibility for the patient's care shall begin when the patient is admitted to the Hospital, either as an inpatient or an outpatient. If the patient is returning to the Nursing Home, the Hospital shall be responsible for effecting the safe transfer of a patient from the Hospital to the Nursing Home in accordance with applicable federal and state laws and regulations.

1.5 Personal Effects. The Nursing Home shall be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

1.6 Medical Records. The Nursing Home and the Hospital each shall maintain a separate medical record for each transferred patient in accordance with its rules and regulations and shall maintain the confidentiality of patient information. The Nursing Home and the Hospital shall comply with all applicable federal and state laws and regulations, including without limitation, laws and regulations governing the maintenance of medical records and the confidentiality of patient information.

1.7 Charges for Services. Charges for services performed by either the Hospital or the Nursing Home shall be collected by or on behalf of the facility rendering such services directly from the patient, third party payor or other payor as appropriate. Neither facility shall have any liability to the other for such charges.

1.8 Insurance. The Hospital and the Nursing Home each shall maintain, throughout the Agreement, liability insurance coverage in amounts acceptable to the other, and shall provide evidence of such coverage upon request.

Section 2. Relationship of Parties

2.1 Governance; Liabilities. The governing body of each of the Nursing Home and the Hospital shall exercise control of policies, management, assets and affairs of its respective institutions. Neither party shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party.

2.2. Non-exclusivity. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other facility on a limited or general basis.

Section 3 Term; Termination

3.1 Term. The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date, unless sooner terminated as provided herein. This Agreement shall renew annually for successive one (1) year terms.

3.2 Termination. Either party may terminate this Agreement at any time, with or without cause, upon (30) days prior written notice to the other party. This Agreement shall be terminated automatically should either the Hospital or the Nursing Home fail to maintain its State facility licensure, Medicare or Medicaid certification, or insurance coverage as required in Section 2.4 hereof.

Section 4. Miscellaneous

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

4.2 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

4.3 Assignment. Neither party may assign or transfer this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party.

4.4 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal express or express mail, 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:

To the Hospital:

219 S. Washington Street
Easton, Maryland 21601

To the Nursing Home:

Caroline Nursing Home, Inc.
520 Kerr Avenue
Denton, MD 21629

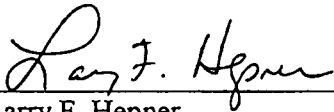
4.5 Compliance. The parties agree to comply with all laws, rules and regulations, including JCAHO requirements, relating to the subject of this Agreement.

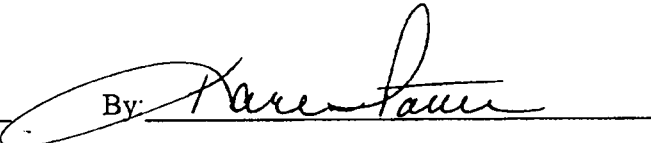
4.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Maryland.

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

The Memorial Hospital at Easton, Md.

Caroline Nursing Home, Inc.

By: 
Larry F. Hepner

By: 

Title: Vice President, Patient Care Services

Title: Administrator

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.

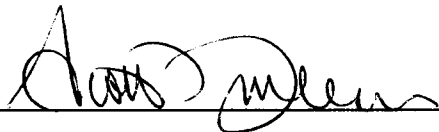
11. Both parties represent and warrant that, during the term of this Agreement, each shall comply with all applicable state and federal laws and regulations and shall remain in good standing with applicable accrediting organizations.

**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**

**FOR COMPANY USE ONLY:
Clinic #: 11176**

PATIENT TRANSFER AGREEMENT

This **PATIENT TRANSFER AGREEMENT** (the “Agreement”) is made as of the last date of signature (the “Effective Date”), by and between **Shore Health System, Inc.** (hereinafter “Hospital”) and **Total Renal Care, Inc.**, a California corporation and subsidiary of DaVita HealthCare Partners Inc. (“Company”).

RECITALS

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following free-standing dialysis clinic owned and operated by Company:

*Queen Anne Home Training
125 Shoreway Drive, Ste. 330
Queenstown, MD 21658*

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

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

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

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

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

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

(b) Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility.

2. COMPANY OBLIGATIONS.

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

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

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

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

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

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

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

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

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

7. **INDEMNIFICATION.**

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

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

effective as to any loss attributable exclusively to the negligence or willful act or omission of Hospital.

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

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

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

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

9. **TERM AND TERMINATION.** This Agreement shall be effective for an initial period of one (1) year from the Effective Date and shall continue in effect indefinitely after such initial term, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated for any reason within one (1) year of the Effective Date of this Agreement, then the parties hereto shall not enter into a similar agreement with each other for the services covered hereunder before the first anniversary of the Effective Date. Termination shall be effective at the expiration of the sixty (60) day notice period. However, if either party shall have its license to operate its facility revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate on the date such revocation or ineligibility becomes effective.

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

oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

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

12. **COMPLIANCE RELATED MATTERS.** The parties agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program. The parties will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

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

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

If to Hospital: University of Maryland Shore Regional Health
219 S. Washington Street
Easton, MD 21601
Attention: Administrator

If to Company: Total Renal Care, Inc.
c/o: DaVita HealthCare Partners Inc.
2245 Rolling Run Drive
Windsor Mill, MD 21244
Attention: Division Vice President

With copies to: Total Renal Care, Inc.
c/o: DaVita HealthCare Partners Inc.
5200 Virginia Way
Brentwood, TN 37027
Attention: Group General Counsel

DaVita HealthCare Partners Inc.
2000 16th Street, 12th Floor
Denver, Colorado 80202
Attention: Chief Legal Officer

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

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

16. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

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

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

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

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

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

22. **APPROVAL BY DAVITA HEALTHCARE PARTNERS INC. ("DAVITA") AS TO FORM.** The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita as to the form hereof.

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

Hospital:

Shore Health System, Inc.

By: DocuSigned by:
kenneth kozel
0A009D009EED410...

Name: Kenneth Kozel

Its: President/CEO

Date: April 11, 2014

Company:

Total Renal Care, Inc.

By: DocuSigned by:
Steven DeVore
0E5F8AEE1110400...

Name: Steven DeVore

Its: Division Vice President

Date: April 11, 2014

APPROVED AS TO FORM ONLY:

By: DocuSigned by:
Troy Arnlund
D388194FC51B436...

Name: Troy Arnlund

Its: Group General Counsel

Certificate of Completion

Envelope Number: 7CF6AF2CB14C47CDA1A8E7DC2F147914 Status: Completed
 Subject: Please DocuSign this document: Patient Transfer Agmt - Queen Anne Home Training #11176_Shore Health
 Source Envelope:
 Document Pages: 7 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Angie King
 AutoNav: Enabled 2000 16th Street
 Enveloped Stamping: Enabled Denver, CO 80202
 angie.king@davita.com
 IP Address: 50.140.68.252

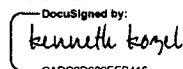
Record Tracking

Status: Original Holder: Angie King Location: DocuSign
 4/8/2014 10:53:16 AM PT angie.king@davita.com

Signer Events

Kenneth Kozel
 kkoz@shorehealth.org
 President/CEO
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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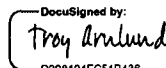
Signature

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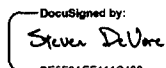
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Troy Arnlund
 Troy.arnlund@davita.com
 Group General Counsel
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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Steven DeVore
 Steven.devore@davita.com
 Division Vice President
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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<p>Angie King angie.king@davita.com GGC Paralegal DaVita Healthcare Partners Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	COPIED	<p>Sent: 4/11/2014 12:30:44 PM PT Resent: 4/11/2014 12:30:50 PM PT Viewed: 4/11/2014 12:33:25 PM PT</p>
<p>John Rundle john.rundle@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	COPIED	<p>Sent: 4/11/2014 12:30:45 PM PT</p>
<p>Katie Ingram katie.ingram@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	COPIED	<p>Sent: 4/11/2014 12:30:45 PM PT Viewed: 4/11/2014 12:46:22 PM PT</p>

Notary Events	Status	Timestamp
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Signing Complete	Security Checked	4/11/2014 12:30:46 PM PT
Completed	Security Checked	4/11/2014 12:30:46 PM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jennifer.vanhyning@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jennifer.vanhyning@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jennifer.vanhyning@davita.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") shall be effective as of the 1st day of January, 2009 ("Commencement Date"), by and between Envoy of Denton, LLC d/b/a Envoy of Denton ("Facility") and The Memorial Hospital at Easton, MD, Inc. ("Hospital").

RECITALS

WHEREAS, Hospital is licensed and certified as an [acute care hospital] in the State of Maryland, and is approved for participation in the Medicare and Medicaid programs;

WHEREAS, Facility is a licensed and certified nursing facility in the State of Maryland;

WHEREAS, Federal and State laws require that Facility maintain a written agreement with a hospital in close proximity for timely admission of patients who develop complications or require inpatient medical treatment; and

WHEREAS, both parties to this Agreement desire to assure continuity of care and treatment appropriate to the needs of each patient in the Facility and the Hospital.

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

ARTICLE I AUTONOMY

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

ARTICLE II TRANSFER OF PATIENTS

2.1 Transfer of Patient to Hospital.

2.1.1 Hospital agrees to admit patients from the Facility as promptly as possible in accordance with its established admission policy. Patients declared as emergencies by their physicians will be admitted without delay. Transfers shall be effected only when medically appropriate as determined by patient's attending physician.

2.1.2 Facility shall arrange for appropriate and safe transportation and care of the patient during transfer to the Hospital, in accordance with applicable Federal and State laws and regulations.

- 2.2 Transfer of Patient to Facility.
- 2.2.1 Facility agrees to readmit the patient transferred to the Hospital in accordance with its established admission policy to the first available bed after having been notified by the Hospital that the patient is ready to be discharged. Transfers shall be effected only when medically appropriate as determined by patient's attending physician.
- 2.2.2 Facility will keep the Hospital advised of any foreseeable problem in the readmission of a patient during the patient's stay in the Hospital.
- 2.2.3 Hospital shall arrange for appropriate and safe transportation and care of the patient during transfer to the Facility, in accordance with applicable Federal and State laws and regulations.
- 2.2.4 Hospital will provide Facility with a written discharge summary of all pertinent medical information necessary for the care and treatment of patient at Facility.
- 2.3 Notice of Transfer. Hospital and Facility will give notice to the other party as far in advance as practicable of an impending transfer.
- 2.4 Exchange of Records and Information. Hospital and Facility agree to transfer medical records and other information that may be necessary or useful in the care and treatment of patients transferred hereunder, as required and permitted by all applicable Federal and State laws. Such information shall be provided by Hospital and Facility in advance, when possible, and in any event at the time of the transfer, and shall be recorded on a transfer and referral form that is mutually acceptable to both parties. Medical information shall include, as applicable, current history, medical diagnosis, rehabilitation potential, summary of course of treatment followed, nursing and dietary needs, prognosis, and pertinent administrative and social information.
- 2.5 Transfer of Personal Effects. Procedures for effecting the transfer of personal effects and valuables shall be developed by the parties. Each party shall designate an appropriate individual with responsibility for transfers of personal effects. A standard form shall be adopted and used by both parties for effecting the transfer of a patient's personal effects and valuables and ensuring security and accountability thereof.
- 2.6 Disaster and Evacuation. In the event of a disaster of any kind wherein the evacuation of the patients becomes necessary, patients at Facility shall be transferred to Hospital, subject to bed availability.
- 2.7 Billing. All claims or charges incurred with respect to any services performed by either party for patients received through transfer from the other party pursuant to this Agreement shall be billed and collected by the party providing such services directly from the patient, third party payer, Medicare or Medicaid, or other source appropriately billed by that party.

ARTICLE III
TERM AND TERMINATION

- 3.1 Term. The term of this Agreement shall commence as of the Commencement Date, and shall be for a term of one (1) year therefrom, unless terminated in accordance with the provisions set forth in Section 3.2 herein, or unless extended as provided herein. Thereafter, this Agreement shall automatically be renewed for an additional period of one (1) year unless either party terminates this Agreement in accordance with the provisions set forth in Section 3.2 herein. To the extent that this Agreement is automatically renewed, each such renewal term shall be upon the same terms and conditions of the immediately preceding renewal term.
- 3.2 Termination.
- 3.2.1 This Agreement may be terminated by either party for any reason by written notice to the other party of at least sixty (60) days, in the form required by Section 5.4 hereof, or upon mutual agreement evidenced in writing.
- 3.2.2 Facility may terminate this Agreement immediately if Hospital becomes the target of an investigation by any government agency for the violation of any law, if Hospital is charged, convicted or pleads guilty or no contest to any violation of the law, if Hospital enters into any settlement agreement with any government agency, if Facility believes Hospital is violating any law, or if this Agreement causes Facility not to be in compliance with any law.
- 3.2.3 Upon the occurrence of any of the following events, this Agreement shall automatically be terminated: (1) revocation, suspension, probation or non-renewal of any and all licenses and registrations issued to Hospital or Facility by any applicable agency or governmental authority of the State of Maryland; and (2) termination of the Hospital's or Facility's provider agreement for Medicare or either party being deemed an "excluded party" for purposes of any Federal healthcare program.
- 3.3 Effect of Termination. The parties acknowledge and agree that in the event of termination of this Agreement by either party or through any of the occurrences outlined herein, neither party shall have any further obligations hereunder except: for obligations accruing prior to the date of termination, and for obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

ARTICLE IV
RECORDS

- 4.1 Maintenance of Records. Hospital and Facility agree to keep and supply records in such form and for such duration as may be required by all applicable Federal and State statutes and regulations.

- 4.2 Access to Books and Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Hospital shall, upon written request, make available to the Secretary of the Department of Health and Human Services (HHS), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over a twelve (12) month period. The availability of Hospital's books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Hospital's disclosure under this provision will not be construed as a waiver of any legal rights to which Hospital or Facility may be entitled under statute or regulation.
- 4.3 Subcontractors. If Hospital delegates to or performs any of its duties pursuant to this Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, then Hospital represents, warrants and agree that it will include a provision in the agreement with the subcontractor substantially similar to Section 4.2 above.
- 4.4 Medical Records. Medical records kept by each party shall remain the property of that party, but a copy of current orders or a written statement of the patient's diagnosis, mental and physical condition shall accompany the patient at the time of transfer.
- 4.5 HIPAA. Each of the parties hereby represents and warrants and covenants that it is presently taking and will continue to take all actions necessary to assure that it shall, on or before each applicable compliance date and continuously thereafter, comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder.

ARTICLE V
MISCELLANEOUS

- 5.1 Non-exclusivity. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital or nursing facility on either a limited or general basis while this Agreement is in effect.
- 5.2 Marketing & Advertising. Neither party shall use the name, logo, symbol or trademark of the other party in any promotional material, unless review and approval of the intended use is first obtained in writing from the party whose name is to be used.

- 5.3 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Maryland, without reference to the conflicts of law provisions thereof.
- 5.4 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to Facility:

Envoy of Denton

420 Colonial Drive

Denton, MD 21629

ATT: Executive Director

If to Hospital:

The Memorial Hospital at Easton, MD, Inc.

219 S. Washington St.

Easton, MD 21601

ATT: President & CEO

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

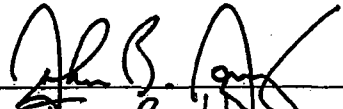
- 5.5 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the express prior written consent of both parties hereto; provided, however, that this Agreement may be assigned without the consent of the other party, by Hospital or Facility to any successor entity, which as a result of a merger, acquisition of stock, acquisition of significant assets or other reorganization, operates all or a substantial portion of the Hospital or Facility. Any purported assignment of this Agreement which violates the provisions of this Section 5.5 shall be null, void and of no force or effect.
- 5.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 5.7 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 5.8 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.
- 5.9 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.
- 5.10 Amendments. This Agreement may only be amended, modified, waived or discharged by the written consent of both parties.

- 5.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute one instrument.
- 5.12 Compliance With Laws.
- 5.12.1 Both parties agree to comply with all applicable Federal and State laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, or disability, including without limitation the Civil Rights Act of 1964 and the Maryland Human Relations Act, October 27, 1955, Public Law 744 as amended and/or further adopted.
- 5.12.2 Both parties certifies that they and their employees and agents comply with, are not under investigation for violations of, and have never been convicted of or sanctioned for violations of, any Federal and State laws governing the Medicare and Medicaid programs (including but not limited to, provisions regarding the billing of services and the referral of patients), laws relating to patient abuse or neglect, health care fraud, and laws governing controlled substances. Furthermore, both parties certifies that they and their employees are not "excluded persons" for purposes of any Federal healthcare program.
- 5.12.3 Both parties are in compliance, and will maintain compliance, with all billing and claims submission laws and regulations during the term of this Agreement. Both parties further agrees to abide by any applicable requirements of the other parties corporate compliance program.
- 5.12.4 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 for patient referrals, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Any payment made between the parties is intended to represent the fair market value of the supplies and/or services to be rendered by the respective party hereunder and is not in any way related to or dependent upon referrals by and between Facility and Hospital. Furthermore, it is the stated intent of both parties that nothing contained in this Agreement is or shall be construed as an endorsement for any act of either party.
- 5.12.5 Hospital certifies that all services provided pursuant to this Agreement shall be performed in accordance with all Federal, State and local laws applicable to such services and in conformity with the highest professional standards.
- 5.13 Independent Contractors. None of the provisions of this Agreement shall create or be construed to create any relationship between the parties other than that of independent entities contracting for the sole purpose of effecting the provisions of this Agreement. Neither Hospital nor Facility, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other.

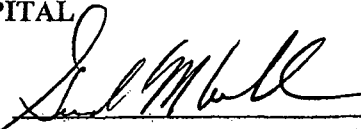
- 5.14 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 5.15 Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Agreement as if fully set forth herein.
- 5.16 Dispute Resolution. In the event a dispute between Hospital and Facility arises out of or is related to any part of this contractual Agreement, Hospital and Facility shall meet and negotiate in good faith to attempt to resolve the dispute. In the event the dispute is not resolved within 30 days of the date one party sent written notice of the dispute to the other party, and if either party wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with this section. Any arbitration under this Section shall be conducted by the National Arbitration Forum, under the Code of Procedure then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Baltimore, Maryland. The arbitrators shall decide legal issues pertaining to the dispute, controversy or claim pursuant to the laws of the State of Maryland. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure. The arbitrators shall not have the authority to award punitive damages, but shall have authority to award equitable relief. THE PARTIES UNDERSTAND THAT THEY ARE KNOWINGLY AND WILLINGLY EXPRESSLY WAIVING A RIGHT TO JURY TRIAL CONCERNING ANY MATTERS RELATING TO THIS AGREEMENT.

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

FACILITY

By: 
Name: JOHN B. HENRY
Title: ADMINISTRATOR

HOSPITAL

By: 
Name: GERARD M. WALSH
Title: Sr. V.P. + COO.

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.

GENERAL TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the University of Maryland Shore Regional Health, Inc., including University of Maryland Shore Medical Center at Easton and University of Maryland Shore Medical Center at Dorchester (hereinafter "UM SRH") located at 219 South Washington Street, Easton, MD 21601, and Chesapeake Woods Center (hereinafter "Center") located at 525 Glenburn Avenue, Cambridge, MD. Both UM SRH and Center are hereinafter referred to as "Parties" to this Agreement and each may be referred to as "Institution."

WITNESSETH

WHEREAS, UM SRH is a not-for-profit corporation that operates a health care system to provide access to patient care; and

WHEREAS, Center is a for-profit corporation that operates a nursing home facility

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, UM SRH and Center agree as follows:

1. **Term.** This Agreement shall commence June 1, 2014 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. 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
 - 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.
5. 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.
6. Charges. The patient 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 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 the patient transferred by virtue of this Agreement.

7. Transport. The transferring party shall arrange for appropriate and safe transportation of the patient in compliance with applicable laws, regulation and Joint Commission standards.
8. Return of Patient to Center. When the Receiving party is UM SRH, the Center 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 UM SRH, and
 - b. the patient has needs for continued care appropriate to the scope of services provided by the Center.
9. 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.
10. 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, demand, 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 tortuous or wrongful act or omission by the Indemnifying party or its employees, physicians, contractors or representatives. This provision shall survive termination of this Agreement.
11. 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 action reported in future years for acts or omissions during the term of this Agreement. If either Institution fails to obtain and 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.

12. 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 the 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 services 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.

13. 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.

14. 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.

15. Discrimination. The Parties agree that the primary consideration of both is care of patients according to their needs. UM SRH and Center agree to admit and assign patients without regard to race, color, sex, age, national origin, religious creed or sexual preference.
16. 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 a atmosphere of mutual respect and support, and each Institution shall maintain good public and patient relation and efficiently handle complaints and inquiries with respect to transferred or transferring patients.
17. 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.
18. Governing Law. This Agreement is made and entered into and shall be governed and construed in accordance with the laws of the State of Maryland.
19. 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.
20. 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.
21. Amendment. This Agreement may be amended at any time by a written Agreement signed by the Parties hereto.
22. 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 electronic mail with confirmation, addressed as follows, unless such address is changed by written notice hereunder:

If to UM SRH:

University of Maryland Shore Regional Health, Inc.
219 South Washington Street
Easton, MD 21601
Attn: President and CEO
Email: kkozel@shorehealth.org

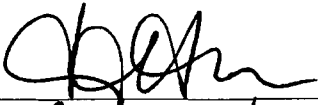
If to Center:

Chesapeake Woods Center
Genesis Health Care
525 Glenburn Avenue
Cambridge, MD 21613
Attn: Administrator

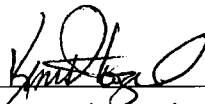
23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof.
24. Assignment. This Agreement may not be assigned in whole or in part by any Party without the express written consent of the other Party.
25. 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.

CHESAPEAKE WOODS CENTER

By: 
Name: Caroline Hergenrother
Title: Administrator
Date: 5/19/14

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

By: 
Name: Kenneth Kozel
Title: President & CEO
Date: 6/4/14

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.

TRANSFER AGREEMENT

Between

THE MEMORIAL HOSPITAL AT EASTON, MD. INC.

And

SHORE HEALTH SURGERY CENTER

THIS TRANSFER AGREEMENT (the "Agreement") is executed and effective as of April 1, 2010 (the "Effective Date"), by and between The Memorial Hospital at Easton, MD., (the "Hospital") (an acute care hospital owned and operated by Shore Health System, Inc. a Maryland non-stock corporation, hereafter referred to as the "Corporation") and Shore Health Surgery Center (the "Center"), a licensed ambulatory surgery center owned and operated by the Corporation.

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 Center 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 Center to Hospital 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. Center 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. Center, after promptly notifying Hospital of the impending transfer of a patient and after Hospital 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 Center or Hospital 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.
6. All patient transfers pursuant to this Agreement must be accomplished in a medically appropriate manner from physician to physician and 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, Center 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, Center 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. Center 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 the Center'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 licensed physician, in consultation with the person, has made the

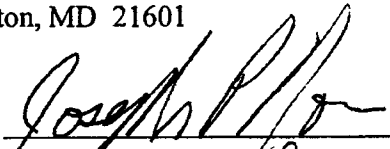
determination described in subparagraph (ii) above and subsequently countersigns the certificate.

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 the 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 sixty (60) days written notice to the other party of its intention to terminate this Agreement. However, the 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.
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.

Shore Health Surgery Center
505 Dutchman's Lane
Easton, MD 21601

By: 
Name: Christopher J. Parker
Title: SE. VP Pt. Care Services/CNO

The Memorial Hospital at Easton
219 S Washington Street
Easton, MD 21601

By: 
Name: Joseph P. Ross
Title: President

**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**

Wangelin Darcin, MD

Acting Clinical Director

5.12.14
Date

Jennifer W. Hamilton
Witness

PATIENT TRANSFER AGREEMENT

This **PATIENT TRANSFER AGREEMENT** (the "Agreement") is made as of the 12th day of October, 2009 (the "Effective Date"), by and between **SHORE HEALTH SYSTEM d/b/a Easton Memorial Hospital** (hereinafter "Hospital") and **RENAL TREATMENT CENTERS – MID-ATLANTIC, INC.**, a Delaware corporation and subsidiary of DaVita Inc. ("Company").

RECITALS

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following free-standing dialysis clinic owned and operated by Company:

*Easton Dialysis
402 Marvel Court
Easton, MD 21601*

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

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

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

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

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

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

(b) Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility.

2. COMPANY OBLIGATIONS.

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

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

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

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

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

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

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

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

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

7. **INDEMNIFICATION.**

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

(b) **Company Indemnity.** Company hereby agrees to defend, indemnify and hold harmless Hospital and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Company and its

staff regardless of whether or not it is caused in part by or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Hospital.

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

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

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

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

9. TERM AND TERMINATION. This Agreement shall be effective for an initial period of one (1) year from the Effective Date and shall continue in effect indefinitely after such initial term, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated for any reason within one (1) year of the Effective Date of this Agreement, then the parties hereto shall not enter into a similar agreement with each other for the services covered hereunder before the first anniversary of the Effective Date. Termination shall be effective at the expiration of the sixty (60) day notice period. However, if either party shall have its license to operate its facility revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate on the date such revocation or ineligibility becomes effective.

10. AMENDMENT. This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any

such modification or amendment shall be attached to and become part of this Agreement. No oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

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

12. COMPLIANCE RELATED MATTERS. The parties agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program. The parties will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

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

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

If to Hospital: Shore Health System d/b/a Easton
Memorial Hospital
219 South Washington Street
Easton, MD 21601
Attn: Gerard M. Walsh
Senior Vice President and COO

If to Company: Renal Treatment Centers – Mid-Atlantic, Inc.
C/o: DaVita Inc.
5200 Virginia Way
Brentwood, TN 37027
Attn: Group General Counsel

With copies to: Easton Dialysis
C/o: DaVita Inc.
402 Marvel Court
Easton, MD 21601
Attn: Facility Administrator

DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: General Counsel

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

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

16. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

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

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

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

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

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements,


either oral or written, between the parties (including, without limitation, any prior agreement between Hospital and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof.

22. **APPROVAL BY DAVITA INC. ("DAVITA") AS TO FORM.** The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. as to the form hereof.

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

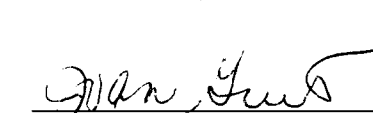
Hospital:

Shore Health System d/b/a Easton Memorial Hospital

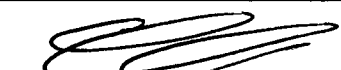
By: 
Name: GERARD H. WALSH
Title: SRVP & C.O.O.

Company:

Renal Treatment Centers – Mid-Atlantic, Inc., a Delaware corporation

By: 
Name: Jean Guest
Title: Regional Operations Director

Approved by DaVita as to form only:

By: 
Name: Edwin C. Lunsford, III
Title: Group General Counsel

**SHORE HEALTH SYSTEM, INC
AND
CANDLE LIGHT COVE
TRANSFER AGREEMENT**

This Agreement made this 11th day of April, 2013, by and between **Candle Light Cove and Alzheimer's Care**, a Maryland limited liability corporation, with a principal place of business at 106 W Earle Avenue, Easton Maryland and **Shore Health System**.

Recitals

Candle Light Cove and Alzheimer's Care desires to secure for residents of Candle Light Cove ("Residents") an available bed(s) at Shore Health System, in the event of a situation that requires an emergency evacuation.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Candle Light Cove and Shore Health System agree as follows:

1. Candle Light Cove shall operate the Facility at a first class level consistent with similar first class facilities in Maryland.
 - a. At such time as there is a Resident who is in immediate need of evacuation due to an emergency, Candle Light Cove shall contact Shore Health System.
 - b. Shore Health System shall have the right to determine if space is available for Residents of Candle Light Cove that are in need of emergency evacuation.
 - c. Shore Health System agrees to support Candle Light Cove in the emergency evacuation of its residents regardless of creed, race, gender, religious preferences or any of class as protected by law.
2. Both parties agree that the placement of Residents would be on a temporary basis until such time as a more permanent placement can be obtained.
3. This Agreement shall be in effect until either party terminates this agreement.
4. All statements, notices and mailings of any nature contemplated hereunder shall be sufficient if delivered to Candle Light Cove, 106 W Earle Ave, Easton MD and Shore Health System, 219 South Washington Street, Easton MD.
5. Each provision of this Agreement will be deemed separate from each other provision and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the balance of this Agreement.

6. This Agreement is to be construed as a Maryland contract and sets forth the entire contract between parties. It shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and may be canceled, modified or amended only by a written instrument executed by both Shore Health System and Candle Light Cove.

Candle Light Cove

By: Lynne Ewing

Title: Executive Director

Date: 4/11/13

Shore Health System, Inc.

By: [Signature]

Title: Sr. VP. + C.O.O.

Date: 4-24-13

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