

# Patient Transfer Agreement

By and Between

Franklin Square Hospital Center, Inc and  
White Marsh Surgery Center, LLC



JOHNS HOPKINS  
M E D I C I N E

**Patient Transfer Agreement  
By and Between  
Franklin Square Hospital Center, Inc. and  
The White Marsh Surgery Center, LLC**

**THIS PATIENT TRANSFER AGREEMENT** (this "Agreement") is entered into on 5<sup>th</sup> day of September, 2007, and is effective as of the latest date(s) set forth on the signature lines below (the "Effective Date") and is by and between **Franklin Square Hospital Center, Inc.** ("Receiving Hospital") and **The White Marsh Surgery Center, LLC** ("Transferring Facility"). Transferring Facility and Receiving Hospital are sometimes referred to herein jointly as the "parties" and individually as a "party" to this Agreement.

**RECITALS**

- A. Transferring Facility owns and operates a Surgical Center in Baltimore, Maryland at the address set forth on the signature line hereto.
- B. Receiving Hospital is the owner and operator of an acute care hospital on the signature line below.
- C. The parties to the Agreement are committed to assisting physicians and their facilities in the treatment of patients by assuring continuity of care and treatment appropriate to the needs of each patient and to utilizing the skills and resources of both facilities in a coordinated and cooperative manner to assure patients of quality and cost effective care.
- D. Both parties agree that this Agreement shall be interpreted and applied in such a way as to be fully consistent and in compliance with the Emergency Medical Treatment and Active Labor Act and regulations issued thereunder, as may be amended from time to time ("EMTALA").

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

**1. AGREEMENTS OF TRANSFER**

- A. Receiving Hospital. Receiving Hospital agrees to accept the transfer of patients from Transferring Facility in accordance with the terms of this Agreement.
- B. Transferring Facility. Transferring Facility agrees to effect transfers of patients to Receiving Hospital in accordance with the terms of this Agreement.

## 2. CONDITIONS OF TRANSFER

- A. Patient Transfers. The decision to transfer a patient will involve the attending physician, the patient (and his/her representatives, as appropriate) and the Transferring Facility and Receiving Hospitals in accordance with this Agreement. The need for the transfer of a patient from one institution to the other shall be determined by the patient's treating/attending physician in his/her independent professional judgment. When the determination that a transfer is appropriate has been made, the Transferring Facility shall immediately notify the Receiving Hospital of the impending transfer. The Receiving Hospital agrees to admit the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate the patient. Prior to transferring the patient, the Transferring Facility must receive confirmation from the Receiving Hospital that it can accept the patient. Each party agrees to re-admit promptly any patient transferred to the other party if and when the patient's condition is appropriate for readmission to the transferring facility.
- B. Transfer Consent. The Transferring Facility shall have responsibility for obtaining the patient's (or, if applicable, the patient's authorized representative's) consent to the transfer to the Receiving Hospital in accordance with all applicable law. Nothing in this Agreement shall restrict a patient's freedom of choice to choose to be transferred to an institution other than Receiving Hospital.
- C. Transportation of Patient.
- (i) The Transferring Facility shall have the responsibility for arranging transportation of the patient to the Receiving Hospital, including the selection of the mode of transportation at the appropriate level of care for the patient. Until the patient is admitted to the Receiving Hospital, the Receiving Hospital shall have no responsibility for the care of the patient. Nothing in this Agreement shall be construed as making any transportation service provider an agent of either the transferring facility or receiving hospital.
- D. Provision of Information. The parties agree to provide each other with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients on behalf of the other.
- E. Patient Records. The parties agree to utilize appropriate and mutually acceptable forms to appropriately document pertinent medical and administrative information, which records shall accompany a patient being transferred from one institution to the other. The information shall include the following patient information:
- (i) Patient's name, address, hospital number, age;

- (ii) Name, address, and telephone number of patient's guardian, authorized agent or surrogate decision-maker;
- (iii) Any information available to the transferring party concerning advance directives of the patient;
- (iv) Patient's third party billing data;
- (v) History and physical;
- (vi) Discharge summary;
- (vii) All operative and treatment reports;
- (viii) Current care plan;
- (ix) Name, address, and phone number of physician referring the patient;
- (x) Name of physician in Receiving Hospital to whom the patient is to be transferred; and
- (xi) Name of physician at Receiving Hospital who has been contacted about patient;

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

- F. Property of Patients. The parties agree to utilize appropriate and mutually acceptable forms to inventory a patient's personal effects and valuables, which form shall accompany the patient during transfer. Each party also agrees to appropriately safeguard the patient's property in accordance with its policies.
- G. Transfer Receipts. The patient records described in Section E. above and the patient's personal effects and valuables described in Section F. above, shall be placed in the custody of the person in charge of the transporting carrier, who shall sign a receipt for the medical records and the patient's valuables and personal effects, and in turn shall obtain a receipt from an authorized representative of the Receiving Hospital when it receives the records and patient's valuables and personal effects.
- H. Contact with Transferred Patients. Receiving Hospital and Transferring Facility may each continue to maintain contact with patients.
- I. Payment for Services. The parties agree that the patient being transferred is primarily responsible for the payment for care received at either the Receiving

Hospital or Transferring Facility and that, prior to transfer, the patient (if competent) or his/her authorized decision-maker otherwise, may be required to acknowledge the obligation to pay for such care at the Receiving Hospital. Receiving Hospital shall have no responsibility for payment for services provided by Transferring Facility to patients transferred from Transferring Facility to Receiving Hospital. Transferring Facility shall have no responsibility for payment of services provided by Receiving Hospital to patients transferred to Receiving Hospital from Transferring Hospital. Each party shall be responsible only for collecting payments for services rendered by it to the patient and the parties shall reasonably cooperate with each other in such collection of amounts due.

- J. Non-Exclusive Agreement: No Obligation to Refer. Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate, contract or enter into a transfer agreement with any other facility or entity. In addition, nothing in this Agreement shall require either Receiving Hospital or Transferring Facility to refer or transfer any patient to the other for care, items or services.
- K. Advertising and Public Relations. Neither party shall use the name of the other in any promotional or advertising material unless the party whose name is to be used first reviews and approves the intended promotion or advertisement. The parties shall deal with each other in good faith, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

### 3. TERM

- A. The initial term of this Agreement shall be for a period of 5 year commencing on the Effective Date and terminating on the first anniversary thereof, unless earlier terminated in accordance with the terms hereof.
- B. After the initial term, this Agreement shall automatically continue in effect (with the initial term, as thus extended, the "Term"), on the then current terms and conditions of the Agreement until the Agreement is terminated by either party in accordance with the terms hereof.
- C. Either party may terminate this Agreement, with or without cause, upon one hundred and twenty (120) days' advance written notice to the other party.
- D. This Agreement shall be terminated immediately upon the occurrence of any of the following: i.) Either party loses its license, accreditation or ability to operate in the State of Maryland; ii.) Either party no longer is able to provide the service for which the Agreement was sought; or iii.) Either party is in default under any of the terms of this Agreement, after having been provided ten (10) days notice and opportunity to cure the default.

#### 4. INSURANCE AND INDEMNIFICATION

- A. Insurance. Each party shall, at its sole cost and expense and at all times during the term of this Agreement, procure and maintain professional liability insurance coverage (including personal injury, property damage, and products liability) applicable to its performance and the performance of its employees and agents hereunder, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. At the other party's request, a party shall deliver to the other party documentation confirming the required insurance coverages. The foregoing requirement that a party procure insurance shall not be construed as in any manner limiting the extent to which a party has agreed to defend, indemnify, protect, and hold harmless the other party, its officers, directors, affiliates, employees, and agents pursuant to this Agreement.
- B. Indemnification. Each party (the "indemnifying party") agrees to defend, indemnify, protect, and hold harmless the other party, its affiliates and its/their officers, directors, affiliates, employees and agents (each, an "indemnified party"), from and against any and all liability, obligation, damage, loss cost, claim, and demand whatsoever, of any kind or nature, including reasonable attorney's fees, arising directly or indirectly from any act or omission of the indemnifying party or its employees, agents or subcontractors.

#### 5. GENERAL

- A. Independent Contractors. In the performance by each party of its obligations pursuant to this Agreement, each party and all of its employees and agents shall be, and will remain at all times, independent contractors, and nothing herein contained shall be construed to create or establish a partnership, joint venture, or any other business relationship between the parties other than that of independent contractors.
- B. Compliance with Law. Each party shall comply with, and shall ensure that its employees, agents, representatives and contractors (excluding the other party) comply with, all applicable laws in its/their performance of this Agreement.
- C. Anti-Fraud and Abuse. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any remuneration, whether directly or indirectly, overtly or covertly, intended to induce or encourage patient referrals or for recommending or arranging the purchase, lease or order of any item or service.
- D. Nondiscrimination. Each party agrees that it shall not discriminate in the admission of patients to its institution or otherwise in the performance of this Agreement on the basis of race, color, disability, religion, sex, sexual

preference, age or national origin or in violation of any applicable federal, state, or local law and regulation.

- E. HIPAA Compliance. Neither Receiving Hospital nor Transferring Facility is serving in the capacity of a "business associate" (as defined under 45 C.F.R. Sec. 164.501) of the other party in the performance of services hereunder. Nevertheless, both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sec. 1302d ("HIPAA") and any current and/or future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 C.F.R., Parts 160 and 164, the federal security standards contained in 45 C.F.R., Part 142, and the federal standards for electronic transactions contained in 45 C.F.R., Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements"). Each party agrees not to use or disclose any protected health information (as defined in 45 C.F.R. Sec. 160.103) other than as permitted by HIPAA Requirements.
- F. Notices. All notices hereunder shall be in writing, and shall be delivered by hand, transmitted by confirmed facsimile, or mailed, postage prepaid, registered, or certified mail receipt requested to the addresses set forth on the signature lines hereto, which may be changed at any time by any party in accordance with this notice provision. A copy of any notice for Transferring Facility (which shall not constitute Notice) shall be mailed to : Medstar Health, Inc., Legal Department, 5565 Sterrett Place, 5<sup>th</sup> Floor, Columbia, MD 21044 Attn: General Counsel. Any notice hereunder shall be deemed given five (5) business days after mailing, if given by mailing in the manner provided above, or on the date delivered or transmitted if given by hand or confirmed facsimile.
- G. Assignment. The parties shall not assign or otherwise transfer any responsibilities due under the Agreement without the express written consent of the other party.
- H. Waiver. No waiver by either party of any breach or default in performance by the other party, and no failure, refusal or neglect to exercise any right, power or remedy given to either party hereunder or to insist upon strict compliance with or performance of all obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach or a waiver by such party of its right at any time thereafter to require exact and strict compliance with the provisions of this Agreement.
- I. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- J. Construction; Counterparts. The headings used herein are for convenience only and the parties agree that such headings are not to be construed to be

party of this Agreement or to be used to determine the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

- K. Governing Law; Binding Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland. This Agreement shall inure to the benefit of and be binding on Receiving Hospital and Transferring Facility and their respective successors and permitted assigns.
- L. Legal Costs. In the event of judicial or other legal action(s) to enforce this Agreement, the party prevailing in such action shall be entitled to collect from the other party all of the costs and expenses (including reasonable attorneys' fees) of such action.
- M. Entire Agreement; Modifications; Changes in Law. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding. Any amendments or modifications to this Agreement shall be of no force and effect unless in writing and signed by both Transferring Facility and Receiving Hospital.



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

(The White Marsh Surgery Center, LLC)

(Franklin Square Hospital Center, Inc)

Timothy Johnson, MD  
Signature of Authorized Official  
Medical Director  
Tim Johnson, M.D., Medical Director

[Signature]  
Signature of Authorized Official  
Carl J. Schindelar, President  
Print Name & Title  
9/5/07  
Date

Address:

600 N. Wolfe Street, Admin. 400

Baltimore, Maryland 21287

FAX: 410-614-9507

Address:

900 Franklin Square Dr.  
Baltimore, MD 21207

FAX: 410-777-7709

This Agreement has been reviewed for legal sufficiency by The Johns Hopkins Health System Corporation Legal Department

By: [Signature]  
Name: Margaret R. Garrett, RN, JD  
Title: Senior Counsel  
Date: 9/11/07

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# Patient Transfer Agreement

By and Between

Johns Hopkins Bayview Medical Center, Inc and  
White Marsh Surgery Center, LLC



JOHNS HOPKINS  
M E D I C I N E

**Patient Transfer Agreement**  
**By and Between**  
**Johns Hopkins Bayview Medical Center, Inc. and**  
**The White Marsh Surgery Center, LLC**

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is entered into on 29th day of August, 2007, and is effective as of the latest date(s) set forth on the signature lines below (the "Effective Date") and is by and between **Johns Hopkins Bayview Medical Center, Inc.** ("Receiving Hospital") and **The White Marsh Surgery Center, LLC** ("Transferring Facility"). Transferring Facility and Receiving Hospital are sometimes referred to herein jointly as the "parties" and individually as a "party" to this Agreement.

**RECITALS**

- A. Transferring Facility owns and operates a Surgical Center in Baltimore, Maryland at the address set forth on the signature line hereto.
- B. Receiving Hospital is the owner and operator of an acute care hospital on the signature line below.
- C. The parties to the Agreement are committed to assisting physicians and their facilities in the treatment of patients by assuring continuity of care and treatment appropriate to the needs of each patient and to utilizing the skills and resources of both facilities in a coordinated and cooperative manner to assure patients of quality and cost effective care.
- D. Both parties agree that this Agreement shall be interpreted and applied in such a way as to be fully consistent and in compliance with the Emergency Medical Treatment and Active Labor Act and regulations issued thereunder, as may be amended from time to time ("EMTALA").

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

**1. AGREEMENTS OF TRANSFER**

- A. Receiving Hospital. Receiving Hospital agrees to accept the transfer of patients from Transferring Facility in accordance with the terms of this Agreement.
- B. Transferring Facility. Transferring Facility agrees to effect transfers of patients to Receiving Hospital in accordance with the terms of this Agreement.

## 2. CONDITIONS OF TRANSFER

- A. Patient Transfers. The decision to transfer a patient will involve the attending physician, the patient (and his/her representatives, as appropriate) and the Transferring Facility and Receiving Hospitals in accordance with this Agreement. The need for the transfer of a patient from one institution to the other shall be determined by the patient's treating/attending physician in his/her independent professional judgment. When the determination that a transfer is appropriate has been made, the Transferring Facility shall immediately notify the Receiving Hospital of the impending transfer. The Receiving Hospital agrees to admit the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate the patient. Prior to transferring the patient, the Transferring Facility must receive confirmation from the Receiving Hospital that it can accept the patient. Each party agrees to re-admit promptly any patient transferred to the other party if and when the patient's condition is appropriate for readmission to the transferring facility.
- B. Transfer Consent. The Transferring Facility shall have responsibility for obtaining the patient's (or, if applicable, the patient's authorized representative's) consent to the transfer to the Receiving Hospital in accordance with all applicable law. Nothing in this Agreement shall restrict a patient's freedom of choice to choose to be transferred to an institution other than Receiving Hospital.
- C. Transportation of Patient.
- (i) The Transferring Facility shall have the responsibility for arranging transportation of the patient to the Receiving Hospital, including the selection of the mode of transportation at the appropriate level of care for the patient. Until the patient is admitted to the Receiving Hospital, the Receiving Hospital shall have no responsibility for the care of the patient. Nothing in this Agreement shall be construed as making any transportation service provider an agent of either the transferring facility or receiving hospital.
- D. Provision of Information. The parties agree to provide each other with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients on behalf of the other.
- E. Patient Records. The parties agree to utilize appropriate and mutually acceptable forms to appropriately document pertinent medical and administrative information, which records shall accompany a patient being transferred from one institution to the other. The information shall include the following patient information:
- (i) Patient's name, address, hospital number, age;

- (ii) Name, address, and telephone number of patient's guardian, authorized agent or surrogate decision-maker;
- (iii) Any information available to the transferring party concerning advance directives of the patient;
- (iv) Patient's third party billing data;
- (v) History and physical;
- (vi) Discharge summary;
- (vii) All operative and treatment reports;
- (viii) Current care plan;
- (ix) Name, address, and phone number of physician referring the patient;
- (x) Name of physician in Receiving Hospital to whom the patient is to be transferred; and
- (xi) Name of physician at Receiving Hospital who has been contacted about patient;

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

- F. Property of Patients. The parties agree to utilize appropriate and mutually acceptable forms to inventory a patient's personal effects and valuables, which form shall accompany the patient during transfer. Each party also agrees to appropriately safeguard the patient's property in accordance with its policies.
- G. Transfer Receipts. The patient records described in Section E. above and the patient's personal effects and valuables described in Section F. above, shall be placed in the custody of the person in charge of the transporting carrier, who shall sign a receipt for the medical records and the patient's valuables and personal effects, and in turn shall obtain a receipt from an authorized representative of the Receiving Hospital when it receives the records and patient's valuables and personal effects.
- H. Contact with Transferred Patients. Receiving Hospital and Transferring Facility may each continue to maintain contact with patients.
- I. Payment for Services. The parties agree that the patient being transferred is primarily responsible for the payment for care received at either the Receiving Hospital or Transferring Facility and that, prior to transfer, the patient (if

competent) or his/her authorized decision-maker otherwise, may be required to acknowledge the obligation to pay for such care at the Receiving Hospital. Receiving Hospital shall have no responsibility for payment for services provided by Transferring Facility to patients transferred from Transferring Facility to Receiving Hospital. Transferring Facility shall have no responsibility for payment of services provided by Receiving Hospital to patients transferred to Receiving Hospital from Transferring Hospital. Each party shall be responsible only for collecting payments for services rendered by it to the patient and the parties shall reasonably cooperate with each other in such collection of amounts due.

- J. Non-Exclusive Agreement: No Obligation to Refer. Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate, contract or enter into a transfer agreement with any other facility or entity. In addition, nothing in this Agreement shall require either Receiving Hospital or Transferring Facility to refer or transfer any patient to the other for care, items or services.
- K. Advertising and Public Relations. Neither party shall use the name of the other in any promotional or advertising material unless the party whose name is to be used first reviews and approves the intended promotion or advertisement. The parties shall deal with each other in good faith, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

### 3. TERM

- A. The initial term of this Agreement shall be for a period of 5 year commencing on the Effective Date and terminating on the first anniversary thereof, unless earlier terminated in accordance with the terms hereof.
- B. After the initial term, this Agreement shall automatically continue in effect (with the initial term, as thus extended, the "Term"), on the then current terms and conditions of the Agreement until the Agreement is terminated by either party in accordance with the terms hereof.
- C. Either party may terminate this Agreement, with or without cause, upon one hundred and twenty (120) days' advance written notice to the other party.
- D. This Agreement shall be terminated immediately upon the occurrence of any of the following: i.) Either party loses its license, accreditation or ability to operate in the State of Maryland; ii.) Either party no longer is able to provide the service for which the Agreement was sought; or iii.) Either party is in default under any of the terms of this Agreement, after having been provided ten (10) days notice and opportunity to cure the default.

#### 4. **INSURANCE AND INDEMNIFICATION**

- A. **Insurance.** Each party shall, at its sole cost and expense and at all times during the term of this Agreement, procure and maintain professional liability insurance coverage (including personal injury, property damage, and products liability) applicable to its performance and the performance of its employees and agents hereunder, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. At the other party's request, a party shall deliver to the other party documentation confirming the required insurance coverages. The foregoing requirement that a party procure insurance shall not be construed as in any manner limiting the extent to which a party has agreed to defend, indemnify, protect, and hold harmless the other party, its officers, directors, affiliates, employees, and agents pursuant to this Agreement.
- B. **Indemnification.** Each party (the "indemnifying party") agrees to defend, indemnify, protect, and hold harmless the other party, its affiliates and its/their officers, directors, affiliates, employees and agents (each, an "indemnified party"), from and against any and all liability, obligation, damage, loss cost, claim, and demand whatsoever, of any kind or nature, including reasonable attorney's fees, arising directly or indirectly from any act or omission of the indemnifying party or its employees, agents or subcontractors.

#### 5. **GENERAL**

- A. **Independent Contractors.** In the performance by each party of its obligations pursuant to this Agreement, each party and all of its employees and agents shall be, and will remain at all times, independent contractors, and nothing herein contained shall be construed to create or establish a partnership, joint venture, or any other business relationship between the parties other than that of independent contractors.
- B. **Compliance with Law.** Each party shall comply with, and shall ensure that its employees, agents, representatives and contractors (excluding the other party) comply with, all applicable laws in its/their performance of this Agreement.
- C. **Anti-Fraud and Abuse.** Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any remuneration, whether directly or indirectly, overtly or covertly, intended to induce or encourage patient referrals or for recommending or arranging the purchase, lease or order of any item or service.
- D. **Nondiscrimination.** Each party agrees that it shall not discriminate in the admission of patients to its institution or otherwise in the performance of this Agreement on the basis of race, color, disability, religion, sex, sexual preference, age or national origin or in violation of any applicable federal,

state, or local law and regulation.

- E. HIPAA Compliance. Neither Receiving Hospital nor Transferring Facility is serving in the capacity of a "business associate" (as defined under 45 C.F.R. Sec. 164.501) of the other party in the performance of services hereunder. Nevertheless, both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sec. 1302d ("HIPAA") and any current and/or future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 C.F.R., Parts 160 and 164, the federal security standards contained in 45 C.F.R., Part 142, and the federal standards for electronic transactions contained in 45 C.F.R., Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements"). Each party agrees not to use or disclose any protected health information (as defined in 45 C.F.R. Sec. 160.103) other than as permitted by HIPAA Requirements.
- F. Notices. All notices hereunder shall be in writing, and shall be delivered by hand, transmitted by confirmed facsimile, or mailed, postage prepaid, registered, or certified mail receipt requested to the addresses set forth on the signature lines hereto, which may be changed at any time by any party in accordance with this notice provision. Any notice hereunder shall be deemed given five (5) business days after mailing, if given by mailing in the manner provided above, or on the date delivered or transmitted if given by hand or confirmed facsimile.
- G. Assignment. The parties shall not assign or otherwise transfer any responsibilities due under the Agreement without the express written consent of the other party.
- H. Waiver. No waiver by either party of any breach or default in performance by the other party, and no failure, refusal or neglect to exercise any right, power or remedy given to either party hereunder or to insist upon strict compliance with or performance of all obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach or a waiver by such party of its right at any time thereafter to require exact and strict compliance with the provisions of this Agreement.
- I. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- J. Construction; Counterparts. The headings used herein are for convenience only and the parties agree that such headings are not to be construed to be party of this Agreement or to be used to determine the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.



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

(The White Marsh Surgery Center, LLC)

(Johns Hopkins Bayview Medical Center, Inc)

\_\_\_\_\_  
Signature of Authorized Official  
\_\_\_\_\_  
Tim Johnson, M.D., Medical Director  
\_\_\_\_\_  
Date 9/4/07

\_\_\_\_\_  
Signature of Authorized Official  
Gregory F. Schaffer  
\_\_\_\_\_  
Gregory F. Schaffer, President  
\_\_\_\_\_  
Date 8/29/07

Address:  
600 N. Wolfe Street, Admin. 400  
Baltimore, Maryland 21287  
FAX: 410-614-9507

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
FAX: \_\_\_\_\_

This Agreement has been reviewed for legal sufficiency by The Johns Hopkins Health System Corporation Legal Department

By: Margaret R. Garrett  
Name: Margaret R. Garrett, RN, JD  
Title: Senior Counsel  
Date: 8/30/07