

DIALYSIS CARE CENTER OLYMPIA FIELDS LLC

15786 S Bell Road
Homer Glen, IL 60491
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www.hdsdialysis.com

May 20, 2016

Illinois Health Facilities and Services Review Board
Attn: George Roate
525 West Jefferson Street, 2nd floor
Springfield, Illinois, 62761

**Re: Dialysis Care Center Olympia Fields (Proj. No. 16-022)
Advocate Transfer Agreement**

RECEIVED

MAY 25 2016

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

Dear. Mr. Roate:

On behalf of Dialysis Care Center Olympia Fields, please find the attached Advocate Transfer Agreement signed by Kenneth Lukhard, President of Advocate Christ Medical Center, to support the Continuity of Care section (1110.1430(h)), of the CON Application for Dialysis Care Center Olympia Fields.

If you have questions or comments, please do not hesitate to contact me.

Thank you,



Asim M. Shazzad
Administrator
Dialysis Care Center
shazzad@kidneycares.com
Cell: (630) 965-9007
Direct: (708) 737-7200

Enclosure

**TRANSFER AGREEMENT
BETWEEN
ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CENTER AND
AND
Dialysis Care Center Olympia Fields**

THIS AGREEMENT is entered into this 17th day of May, 2016, between ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE CHRIST MEDICAL CENTER, an Illinois not-for-profit corporation, hereinafter referred to as "ADVOCATE", and Dialysis Care Center Olympia Fields an, Illinois dialysis center hereinafter referred to as "DIALYSIS CENTER".

WHEREAS, ADVOCATE is licensed under Illinois law as an acute care Hospital;

WHEREAS, DIALYSIS CENTER is licensed under Illinois law as an acute care dialysis center;

WHEREAS, ADVOCATE and DIALYSIS CENTER desire to cooperate in the transfer of patients between ADVOCATE and DIALYSIS CENTER, when and if such transfer may, from time to time be deemed necessary and requested by the respective patient's physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into an affiliation agreement to provide for the medically appropriate transfer or referral of patients between DIALYSIS CENTER and ADVOCATE, for the benefit of the community and in compliance with HHS regulations; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

I. TERM

1.1 This Agreement shall be effective from the date it is entered into, and shall remain in full force and effect for an initial term of one (1) year. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All the terms and provisions of this Agreement shall continue in full force and effect during the extension period(s).

II. TERMINATION

2.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. Additionally, this Agreement shall automatically terminate should either party fail to maintain the licensure or certification necessary to carry out the provisions of this Agreement.

III. OBLIGATIONS OF THE PARTIES

3.1 DIALYSIS CENTER agrees:

a. That DIALYSIS CENTER shall refer and transfer patients to ADVOCATE for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for DIALYSIS CENTER, hereinafter referred to as the "Transferring Physician";

b. That the Transferring Physician shall contact ADVOCATE's Emergency Department Nursing Coordinator, prior to transport, to verify the transport and acceptance of the emergency patient by ADVOCATE. The decision to accept the transfer of the emergency patient shall be made by ADVOCATE's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of ADVOCATE's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. DIALYSIS CENTER agrees that ADVOCATE shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at ADVOCATE. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by ADVOCATE to the Emergency Physician and Accepting Physician;

c. That DIALYSIS CENTER shall be responsible for effecting the transfer of all patients referred to ADVOCATE under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event the patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and the Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer;

f. To inform its patient of their responsibility to pay for all inpatient and outpatient services provided by ADVOCATE; and

g. To maintain and provide proof to ADVOCATE of professional and public liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence or claim made with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

3.2 ADVOCATE agrees:

a. To accept and admit in a timely manner, subject to bed availability, DIALYSIS CENTER patients referred for medical treatment, as more fully described in Section 3.1, Subparagraphs a through g;

b. To accept patients from Dialysis Center in need of inpatient hospital care, when such transfer and referral has been determined to be medically appropriate by the patient's attending physician and/or emergency physician at Dialysis Center;

c. That ADVOCATE will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;

d. That ADVOCATE shall provide DIALYSIS CENTER patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and

e. To maintain and provide proof to DIALYSIS CENTER of professional and public liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence or claim made with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

IV. GENERAL COVENANTS AND CONDITIONS

4.1 Release of Medical Information. In all cases of patients transferred for the purpose of receiving medical treatment under the terms of this Agreement, DIALYSIS CENTER shall insure that copies of the patient's medical records, including X-rays and reports of all diagnostic tests, accompany the patient to ADVOCATE, subject to the provisions of applicable State and Federal laws governing the confidentiality of such information. Information to be exchanged shall include any completed transfer and referral forms mutually agreed upon for the purpose of providing the medical and administrative information necessary to determine the appropriateness of treatment or placement, and to enable continuing care to be provided to the patient. The medical records in the care and custody of ADVOCATE and DIALYSIS CENTER shall remain the property of each respective institution.

4.2 Personal Effects. DIALYSIS CENTER shall be responsible for the security, accountability and appropriate disposition of the personal effects of patients prior to and during transfer to ADVOCATE. ADVOCATE shall be responsible for the security, accountability and appropriate disposition of the personal effects of transferred patients upon arrival of the patient at ADVOCATE.

4.3 Indemnification. The parties agree to indemnify and hold each other harmless from any liability, claim, demand, judgment and costs (including reasonable attorney's fees) arising out of or in connection with the intentional or negligent acts of their respective employees and/or agents.

4.4 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either ADVOCATE or DIALYSIS CENTER. The governing body of ADVOCATE and DIALYSIS CENTER shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

4.5 Publicity and Advertising. Neither the name of ADVOCATE nor DIALYSIS CENTER shall be used for any form of publicity or advertising by the other without the express written consent of the other.

4.6 Cooperative Efforts. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services. Parties shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient, as may be amended from time to time.

4.7 Nondiscrimination. The parties agree to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, section 504 of the Rehabilitation Act of 1973, and all related regulations, to insure that neither party shall discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

4.8 Affiliation. Each party shall retain the right to affiliate or contract under similar agreements with other institutions while this Agreement is in effect.

4.9 Applicable Laws. The parties agree to fully comply with applicable federal, and state laws and regulations affecting the provision of services under the terms of this Agreement.

4.10 Governing Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

4.11 Writing Constitutes Full Agreement. This Agreement embodies the complete and full understanding of ADVOCATE and DIALYSIS CENTER with respect to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Neither this Agreement nor any rights hereunder may be assigned by either party without the written consent of the other party.

4.12 Written Modification. There shall be no modification of this Agreement, except in writing and exercised with the same formalities of this Agreement.

4.13 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

4.14 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or

certified mail. Notices to be served on ADVOCATE shall be served at or mailed to: Advocate Christ Medical Center, 4440 West 95th Street, Oak Lawn, IL 60453, Attention: President, with a copy to Advocate Health Care, Attn: General Counsel, 3075 Highland Parkway, Downers Grove, Illinois 60515 unless otherwise instructed. Notices to be served on DIALYSIS CENTER shall be served at or mailed to: 15786 S Bell Rd., Homer Glen, IL 60491 Attn: Asim Shazzad with a copy to Dialysis are Center Olympia Fields, 3322 Vollmer Rd., Suite 3, Olympia Fields, IL 60461 unless otherwise instructed.

IN WITNESS WHEREOF, this Agreement has been executed by ADVOCATE and DIALYSIS CENTER on the date first above written.

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION d/b/a ADVOCATE
CHRIST MEDICAL CENTER**

BY: KW Lukhard
NAME: Kenneth Lukhard
TITLE: President

DIALYSIS CARE CENTER OLYMPIA FIELDS
3322 Vollmer Rd., Suite 3
Olympia Fields, IL 60461

BY: [Signature]
NAME: Asim Shazzad
TITLE: CFO, COO