

TRANSFER AGREEMENT

This TRANSFER AGREEMENT (the "Agreement") is made and entered into as of the last date of signature by the parties hereto ("Effective Date"), between NorthShore University HealthSystem – Evanston Hospital ("Hospital") and Dialysis Centers of America – Illinois, Inc. d/b/a Fresenius Kidney Care Skokie ("Facility").

WHEREAS, Facility desires to assure the availability of the Hospital's facilities for its patients who are in need of treatment at a hospital, and the Hospital is equipped and qualified to provide inpatient hospital care.

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients from Facility to Hospital.

THEREFORE, the parties wish to enter into the Agreement set forth below as follows:

1. Hospital agrees to make the facilities and personnel of its routine emergency service available for the treatment of acute life-threatening emergencies, which may occur to any of Facility's patients. Hospital and its staff shall cooperate with Facility's staff to ensure the provision of safe and adequate care to Facility's patients who are transferred to Hospital to receive services in the case of an emergency. If, in the opinion of a member of Facility's medical staff, any patient requires emergency hospitalization, Hospital agrees to furnish all necessary medical services at its facility for such patient at the patient's expense. In the event of an emergency at Facility, the responsible physician shall notify the patient's physician of record, as indicated in Facility's files, and shall promptly notify the Emergency Room physician of the particular emergency. Facility shall be responsible for arranging to have the patient transported to the Hospital and shall send appropriate interim medical records. Facility shall provide for an interchange, within one working day, of the patient long term program and patient care plan, and of medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from Facility, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities. Admission to Hospital, and the continued treatment by Hospital, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.
2. In the event the patient is transferred directly from Facility to Hospital, Facility shall provide for the security of, and be accountable for, the patient's personal effects during the transfer.
3. Facility shall keep medical records of all treatments rendered to patients by Facility. Such medical records shall conform to applicable standards of professional practice. If requested by Hospital, Facility shall provide complete copies of all medical records of a patient treated by Facility.

4. In addition to the services described above, the Hospital shall make the following services available to patients referred by Facility either at the Hospital or at an affiliated hospital:
 - a. Inpatient care for any patient who develops complications or any conditions that require hospital admission;
 - b. Blood Bank services to be performed by the Hospital.
5. With respect to all work, duties, and obligations hereunder, it is mutually understood and agreed that the parties shall own and operate their individual facilities wholly independent of each other. All patients treated at the facilities of Hospital or Facility shall be patients of that facility. Each party shall have the sole responsibility for the treatment and medical care administered to patients in their respective facilities.
6. Facility and Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and its respective staff and physicians each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing said insurance, if and as requested. Either party may provide for the insurance coverage set forth in this Section through self-insurance.
7. Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.
8. The Parties expressly agree to comply with all applicable laws relating to the services provided hereunder or by such party.
9. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other, such notice shall be deemed to have been sufficiently given if delivered in hand, overnight delivery, personal delivery or by registered or certified mail, return receipt requested, postage prepaid, to such party at the following address:

To the Hospital:

NorthShore University HealthSystem
Evanston Hospital
2650 Ridge Avenue
Evanston, IL 60201
Attn: President

With a copy to:

NorthShore University HealthSystem
Office of General Counsel
1301 Central Street
Evanston, Illinois 60201

To Facility:

Dialysis Centers of America – Illinois, Inc.
9801 Woods Drive
Skokie, Illinois 60077
Attn: Regional Vice President

With a copy to:

Dialysis Centers of America – Illinois, Inc.
c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451
Attn: Law Department

10. If any provisions of this agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.
11. This Agreement including any exhibits, schedules, or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified, or shall be binding unless agreed to in a written instrument signed by both parties.
12. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the Effective Date. This Agreement shall bind and benefit the parties, their respective successors and assigns. This Agreement shall not be assigned by either party without the other party's prior written consent.

13. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without respect to its conflicts of law rules.
14. The term of this Agreement is for one (1) year, beginning on the Effective Date, and will automatically renew for successive one year periods unless either party gives the other notice prior to an expiration date. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party.
15. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Facility upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. FMCNA upholds these values in its own operations, as well as in its relationships with business partners. Facility's continued success and reputation depends on a common commitment to act accordingly. Together with Facility, Hospital is committed to uphold these fundamental values by adherence to applicable laws and regulations.

[Signature page attached hereto]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date above written.

NorthShore University HealthSystem – Evanston Hospital **Dialysis Centers of America – Illinois, Inc.**

By: Dylan M. Silverstein

By: Marybeth Wierzbicki

Name: Douglas M. Silverstein

Name: MARYBETH WIERZBICKI

Title: President

Title: RVP 9/19/2019