

AMENDMENT TO PATIENT TRANSFER AGREEMENT

THIS AMENDMENT (the "Amendment") is made and entered into this 30th day of January, 2013 (the "Effective Date") by and between Children's Hospital of Wisconsin, Inc., a Wisconsin not-for-profit corporation ("CHW") and Advocate Condell Medical Center, an Illinois not-for-profit corporation ("Hospital"), each of which may be referred to in the singular as "Party" or in the plural as "Parties".

WHEREAS, CHW and Hospital entered into that certain Patient Transfer Agreement, dated April 1, 2009 (the "Agreement"), for the purpose of transferring patients between the Parties;

WHEREAS, the Parties wish to amend certain terms of the Agreement to add language related to Standard of Performance to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree to add a new Section 12 to the Agreement. The subsequent Sections shall be renumbered effectively.


12. Oversight of Transfers. Transferring Facility and Receiving Hospital shall each designate a representative with responsibility for oversight of the transfers conducted under this Agreement. These representatives, or their designees, shall serve as a conduit for communication between the parties and shall communicate as often as necessary to discuss quality improvement measures related to patient stabilization, 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 consistent with the bylaws, policies and procedures of each and as permitted by all applicable laws. All information obtained and any materials prepared for 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 care according to 735 ILCS 5/8-21 01 et seq. and Wisconsin Statutes 146.38 as each may be amended from time to time.

2. All other terms and conditions of the Agreement remain in full force and effect. CHW and Hospital hereby ratify and confirm the Agreement as amended hereby.

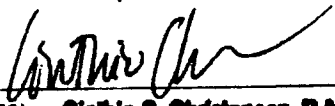
3. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Agreement effective as of the date first-above written.

Advocate Condell Medical Center

By: 
Name: Dominica Tallarico
Title: President

Children's Hospital of Wisconsin, Inc.

By: 
Name: Cynthia S. Christensen, R.N., J.D.
Title: President