AGREEMENT FOR THE ASSIGNMENT AND ASSUMPTION of ADMISSION AGREEMENTS

This AGREEMENT FOR THE ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS (this "Agreement") is entered into as of June 30, 2017, to be effective as of 12:01 a.m., HST, on July 1, 2017 ("Effective Time"), by and between MAUI REGION OF HAWAII HEALTH SYSTEMS CORPORATION, an agency of the State of Hawaii established in Section 323F-2(b)(3) and 323F-3.5 of the Hawaii Revised Statutes ("Transferor"), and MAUI HEALTH SYSTEM, A KAISER FOUNDATION HOSPITALS LLC, a Hawaii limited liability company ("Transferee"). Defined terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Transfer Agreement (as defined below).

BACKGROUND

- A. Transferor and Transferee are parties to that certain Maui Regional Hospitals Transfer Agreement dated as of January 14, 2016 (the "<u>Transfer Agreement</u>"), as may be amended. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Transfer Agreement.
- B. It is a condition to the Closing under the Transfer Agreement that Transferor assign to Transferee all of Transferor's right, title, and interest in, to, and under the Admission Agreements entered into with Residents receiving Skilled Nursing Services as of the Effective Time at the SNF within: (i) Lanai Community Hospital located at 628 7th Street, Lanai City, Hawaii 96763; or (ii) Kula Hospital & Clinic located at 100 Keokea Place, Kula, Hawaii 96790, and that Transferee assume Transferor's obligations with respect to such Admission Agreements, subject to the terms, conditions and limitations set forth herein and in the Transfer Agreement.
- **NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:
- 1. Transferor hereby assigns, transfers, and conveys all of its right, title, and interest in, to, and under the Admission Agreements to Transferee as of the Effective Time, each of which is described on **Exhibit A**, attached hereto and incorporated herein by reference.
- 2. Transferee hereby assumes all liabilities with respect to the Admission Agreements, provided, however, that nothing contained in this Agreement shall be construed as imposing any liability on Transferee for the acts or omissions of Transferor, or any other liability arising under the Admission Agreements prior to the Effective Time, all of which shall remain the sole responsibility of Transferor; and provided further, that nothing contained in this Agreement shall be construed as imposing any liability on Transferor for the acts or omissions of Transferee, or any other liability arising under the Admission Agreements as of or subsequent to the Effective Time, all of which shall be the sole responsibility of Transferee.

- 3. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) constitutes effective signing and delivery of this Agreement as to the Transferor and Transferee, as applicable, and may be used in lieu of the original Agreement for all purposes. Signatures of the Transferor and Transferee transmitted by facsimile and PDF are deemed to be their original signatures for any purposes whatsoever.
- 4. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Hawaii applicable to agreements made and to be performed entirely within the State of Hawaii, without regard to its conflicts of law principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the Parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Agreement.

[Remainder of this page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement for the Assignment and Assumption of Admission Agreements as of the day and year first above written.

TRANSFEROR:

MAUI REGION OF HAWAII HEALTH SYSTEMS CORPORATION, an agency of the State of Hawaii

By:

Name: Barry Shitamoto, M.D.

Title: Regional Chief Executive Officer

TRANSFEREE:

MAUI HEALTH SYSTEM, A KAISER FOUNDATION HOSPITALS LLC, a Hawaii limited liability company

By:

Name: Mary Ann Barnes

Title: Chairperson of the Board

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement for the Assignment and Assumption of Admission Agreements as of the day and year first above written.

TRANSFEROR:

MAUI REGION OF HAWAII HEALTH SYSTEMS CORPORATION, an agency of the State of Hawaii

By: _____

Name: Barry Shitamoto, M.D.

Title: Regional Chief Executive Officer

TRANSFEREE:

MAUI HEALTH SYSTEM, A KAISER FOUNDATION HOSPITALS LLC, a Hawgii-limited liability company

By: Mary Ann Barnes

Title: Chairperson of the Board

Exhibit A

Admission Agreements

[See attached.]

EXHIBIT A

KULA HOSPITAL

- 1. Kula Hospital Resident Census as of 6/23/2017.
- 2. Kula Hospital Consent to and Conditions of Admission.

LANAI COMMUNITY HOSPITAL

- 1. Lanai Community Hospital Resident Census on 6/23/2017.
- 2. Lanai Community Hospital Consent to and Conditions of Treatment and Payment Agreement.

AGREEMENT FOR THE ASSIGNMENT AND ASSUMPTION OF ADMISSION AGREEMENTS

Ex. A, Wild Hospital, #2

Kula Hospital Alphabetic Census 6/23/2017

	Confidentiality		>																	>							>	>														
	Resp HP	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Kim Chi T.	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Kim Chi T.				Kim Chi T.	H.	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Nguyen, Kim Chi T. MD	Kim Chi T.	Nguyen, Kim Chi T. MD	Kim Chi T.	Nguyen, Kim Chi T. MD	Ŀ.	Kim Chi T.	Nguyen, Kim Chi T. MD
	Care Lvl Enc Str Date Infectious	Disease 06/22/2017	05/22/2017	03/01/2015	03/01/2015	03/01/2015	04/28/2016	03/01/2015	12/07/2015	03/01/2015	05/11/2017	03/01/2015	03/21/2017	03/01/2015	03/01/2015	10/01/2015 Contact	06/26/2015	07/07/2015	04/05/2017	03/01/2015	09/20/2016	03/01/2015	06/29/2016	03/01/2015	03/01/2015	12/05/2016	03/01/2015	03/01/2015	03/01/2015	03/01/2015	03/01/2015	03/01/2015	05/30/2017	03/01/2015	08/24/2016	03/01/2015	03/01/2015	03/01/2015	03/01/2015	03/01/2015	04/01/2015	05/02/2017
6/23/2017	Birth Date MRN Care Lv	08/09/1934 61031919 ICF	01/29/1967 61051734 ICF	09/07/1920 61054814 ICF	01/30/1928 61031496 ICF	05/10/1926 61026191 ICF	03/29/1943 61134282 ICF	09/05/1934 61077716 ICF	11/01/1924 61053455 ICF	07/22/1981 61077845 ICF	09/18/1934 61166994 SNF	04/07/1938 61033034 ICF	01/30/1943 61076084 ICF	02/26/1925 61051744 ICF	03/16/1930 61077850 ICF	05/02/1938 61084689 ICF	05/06/1936 61027412 ICF	01/15/1950 61031315 ICF	12/02/1934 61031908 ICF	09/18/1995 61077725 ICF	09/08/1930 61150245 ICF	01/18/1920 61043772 ICF	05/25/1929 61119486 SNF	11/08/1944 61054698 ICF	08/19/1966 61040960 ICF	08/09/1930 61158431 ICF	61077729	61077739	61077698	61077692	61077578	61070297	09/30/1931 61176513 ICF		04/05/1916 61027430 ICF	02/14/1962 61077744 ICF	04/22/1931 61077884 ICF	06/26/1935 61077833 ICF	_	61077734	61081548	09/26/1955 61077836 ICF
	Age/Gdr/MS	82v / F / W	50v / M / M	96y / F / W	89y / F / W	91y/F/W	74y/F/D	82y/F/D	92v / F / W	35y / M / S	82y / M / S	79y / M / M	74y / F / M	92y/F/S	87y/F/S	79y / M / M	81y / M / D	67y/M/D	82y / F / W	21y/M/S	86y / F / M	97y / F / W	88y/F/S	72y/F/U	50y / M / S	86y / F / W	29y / F / S	31y/F/S	92y / M / W	97y / F / W	79y / F / W	74y/F/S	85y / F / W	97y / F / U	101y / M / M	55y / M / S	86y / M / S	81y / F / W	100y / F / W	48y / M / S	88y / F / W	61y/F/S
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	Pt Loc / Conf Pt I Pt Name	KUK3 U30202 / Aabayani. Cyrilla A.		U30402 /	KU4N U40102 / Amorin, Winona	KUK3 U30401 / Antonio, Hannah R.	KU4N U40604 / Apoliona, Judith A.	-	KU4N U40202 / Bavbavan, Carlina D.	/	KU4S U40703 / Callahan, Terrence J.	KU4N U41401 / Comstock, James E.	KU4N U40101 / Corpuz, Luisa V.	KU4N U40201 / Dang, Myra M.	KUK3 U30302 / Decambra, Josephine	KU4S U40702 / Domingo, Sergio	KU4S U41101 / Elkin, Edwin H.	KU4N U41703 / English, Gordon B.	KUK2 U20402 / Estrella, Mary F.	U000501 /	KUK3 U30501 / Genobia, Natividad	KUK3 U30504 / Gibson, Lesley M.	KUK3 U30101 / Gomes, Charlotte M.	KU4N U41604 / Gusman, Carmen R.	KU4S U41001 / Hall, Michael K.	KU4N U40601 / Ham, Lorraine L.	KUHM U00202 / Hensley, Krista J.	KUHM U00201 / Hensley, Sarah J.	U41402 /	KU4N U40502 / Higa, Sachiko	KU4N U41602 / Holbron, Maria M.	KU4N U40401 / Ideta, Ellen K.	KUK2 U20401 / Ige, Amy E.	KUK3 U30301 / Ito, Ann U.	KU4S U41304 / Ito, James J.	KUHM U00401 / Kahoohanohano, Kelly K.	KU4S U41303 / Kajita, Isamu	KUK3 U30303 / Kaona, Rita	KU4N U40603 / Kegley, Lucy C.	KUHM U00101 / Kim, Brent		KUK2 U20001 / Kratzman, Stephanie A.

>		Y Restraining Order - Loy K.S. "Keone" Watanabe & Tim Bone
Nguyen, Kim Chi T. MD Nguyen, Kim Chi T. MD Nguyen, Kim Chi T. MD	A A A A A A A A A A A A A A A A A A A	Nguyen, Kim Chi T. MD Nguyen, Kim Chi T. MD
03/01/2015 07/28/2015 06/13/2017	03/01/2015 03/01/2015 03/01/2015 03/01/2015 03/01/2015 05/03/2016 03/01/2015 02/16/2016 03/01/2015 03/01/2015 03/01/2015 03/01/2015 03/01/2015 03/01/2015 03/01/2015 03/01/2015	03/01/2015 10/04/2016 Contact 03/01/2015 03/01/2015 03/01/2015 03/01/2015 02/04/2016 03/01/2016 03/01/2016
07/18/1923 61077830 ICF 12/24/1928 61098432 ICF 07/22/1943 61056853 ICF	61026825 61026825 61077675 61065034 61044084 61077887 6105676 6105676 61057691 61077893 6110603 61058765 61058765 61058765 61058765 61058765 61058765	08/19/1934 61077761 ICF 04/05/1933 61051578 ICF 11/02/1932 61078006 ICF 05/11/1943 61077757 ICF 10/13/1940 61077377 ICF 04/25/1950 61078009 ICF 11/27/1930 61038328 ICF 08/31/1940 61026634 ICF 10/19/1933 61077721 ICF 04/13/1928 61081364 ICF
93y / F / W 88y / F / W 73v / M / S	874/F/W 874/F/W 255/F/S 774/F/D 834/F/D 789/F/W 814/M/D 1069/F/S 844/M/M 889/F/W 559/F/S 729/F/D 729/F/D	82y / F / D 84y / M / D 84y / M / M 74y / M / S 76y / M / D 67y / F / M 86y / F / W 76y / M / M 83y / F / U 89y / M / M
110201258 110264582 110579469	110201263 110200995 110200817 110201262 110201485 110395242 1103035841 110303736 110201065 110201065 110564697 110564697	110201070 110201980 110201063 1102010994 110200385 110200385 110492286 110528283
KUK3 U30503 / Kubo, Mieko KU4N U40103 / Kurisu, Jane KUHM U00502 / Lee, George	U30304 / U00302 / U40602 / U30403 / U30403 / U20102 / U20101 / U20101 / U20403 / U30204 / U20301 / U20	KUK3 U30203 / Stiles, Adeline KU4N U41504 / Swinnerton, Thomas B. KUK2 U20202 / Tamayose, Ross Y. KU4S U40804 / Torres, Michael KU4N U41502 / Uyehara, Bert H. KU4N U40204 / Vares, Joanne A. KU4N U40402 / Villanueva, Primitiva KU4S U41602 / Watanabe, Alvin S. KU4N U41603 / Westberg, Tazuko KU4N U40203 / White, Rose KU4S U41301 / Yamamoto, Mataki Total Occupied Beds: 74

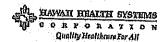
PATIENT NAME	MR #
Under this system nurses If the patient is in such a c	3: This hospital provides only general duty nursing care. are called to the bedside of the patient by a signal system condition as to need continuous or special duty nursing cat be arranged by the patient, or his legal representative, or
and procedures which madeemed necessary by the instructions of my physicial representatives are inform Director and on-call provide patient/resident/legal representation of their choice, to the choice, to the choice of the cho	NT: I consent to hospitalization and examination, treatment by be performed during my hospitalization and which are hospital staff and are administered according to the an. Prospective residents, patients and/or their legal and that it is the policy of Kula Hospital that the Kula Medical ders are used as the patient's/resident's physician; unless resentative selects a physician of their choice. If they select the admission may be delayed until all credentialling less the physician chosen is already credentialized at Kula
copies of medical records to include psychological o	ON: I hereby authorize this hospital to disclose and release or other information regarding my treatment and hospitall r psychiatric impairments, sexually transmitted diseases, ism for billing purposes by the hospital.
the hospital insurance ben	iTY: I hereby authorize payment directly to the hospital fro efits that are due me. I understand that I am financially as not covered by insurance or other third party payor.
5. PERSONAL VALUABLES: I secured at home or in the	am encouraged to have my money and valuables safely hospital Business Office.
PATIENT OR THE PATIENT'S DI	THE FOREGOING, RECEIVED A COPY THEREOF, AM THE JLY AUTHORIZED REPRESENTATIVE AND HEREBY EXECUT TITS TERMS AS SPECIFIED ABOVE.
Date	X PATIENT'S SIGNATURE
	AUTHORIZED REPRESENTATIVE'S SIGNATURE
WINESS	RELATIONSHIP TO PATIENT
a Hospital andClinic	

CONSENT TO AND CONDITIONS OF ADMISSION

Lanal Community Hospital DAILY CENSUS RECORD

6-23-2017

			INPATIENT (DNLY		
PATIENT Last, First	RM	INSURANCE	ADMIT DATE ONLY mm/dd/yyy	DC DATE <u>ONLY</u> mm/dd/yyy	#HOSP DAYS (Auto)	ADMIT: hhmm DC: hhmm TO MORGUE: hhmm W/L⊐ weitlist
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Masicampo,Corazon	3	Medicare	4/8/2015		807	
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	5	•				
Lischka, Walter	6	OHANA	1/18/2013		1617	
	7				1017	
Eskaran, Reuben	8	United	8/10/2016			
Soriano, Patricia	9	HealthCare OHANA			683	
Drew, Danielle	10	United	6/22/2016		366	
-row, barnelle	 -	HealthCare	6/6/2017		17	
	11					
Agtarap, Myrna	12	OHANA	3/6/2015		840	
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CONSENT TO AND CONDITIONS OF TREATMENT AND PAYMENT AGREEMENT

CONSENT TO CARE AT LANA! COMMUNITY HOSPITAL (LAOH)

onsent To came at canwar community mospital (LAOH)

a. I wish to receive medical care and treatment at LACH. Accordingly, I authorize and give consent to any x-ray examination, laboratory procedures, diagnostic procedures, anesthesis, medical, obstetrical, and surgical treatment or other medical center services rendered to me under the general and specific instructions of the attending physicians as may be determined by their professional judgment.

I am aware that I should ask my physician any questions that I may have about my diagnosis, treatment, risks or complications; alternative forms of treatment, and/or anticipated results of treatment

- I recognize that LACH participates with the health professional schools. Therefore I give my consent for medical, nursing and other students to participate in my care under appropriate supervision. This participation may include their admittance to the operating room.
- I recognize that generally members of the medical staff furnishing services to me are independent contractors and are not employees or agents of the hospital,
- I hereby authorize LAOH to dispose of any tissue or parts or organs that may be surgically removed in accordance with accustomed practices.

I understand that LACH provides general duty nursing care in accordance with the standard practices of LACH. If I need or desire more nursing services, such as continuous or special duty nursing care, it is agreed that I or my legal representative or my physician will be responsible for making arrangements for those extra services

PERSONAL VALUABLES

I am encouraged to send all valuables home. If absolutely necessary, the facility maintains a safe for the eafeltesping of money and valuables.

LACH has the right in certain circumstances to search visitors, patients and patients' mome for drugs, elechol, and dangerous substances/objects.

CONSENT TO PHOTOGRAPH

I authorize LACH and my physiciens to photograph (includes all forms of imaging) me or any part of me for medical purposes deemed necessary by this facility or my physician.

PATIENTS BILL OF RIGHTS

My algnature below will confirm that I have received a copy of the Pallent's Rights and Responsibilities brochure.

NON-DISCRIMINATION

LACH admile patients without regard to race, color, religion, encestry, national origin or handloap.

NON-DISCLOSURE TO HEALTH INSURANCE PAYORS

I do not want my insurance company blied/notified of this admission. By doing this, I am aware that I am obligated to pay for services being rendered.

CONSENT TO ELECTRONICALLY ACCESS MY PRESCRIPTION RECORDS

	INITI		I DO NOT a	uthorize (_)
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23 PA				, A-A-	to a decident

DISCLOSURE OF HEALTH INFORMATION

ISCLOSURE OF HEALTH INFORMATION

I understand that LACH may disclose my health information for the purposes of treatment, payment, qualify assurance, outcome assessment, competence or qualifications review of healthcare professionals, accreditation, licensing, or oredentiating activities, health plan claims or healthcare record data analysis, provider clinical performance evaluations, utilization management, research authorized by the institutional Review Board (IRB), required audits or other qualified healthcare operations. I understand further that my records may contain entities or information relating to sexually transmitted diseases, including Human Immunodeficiency Virus (HIV) or psychiatric impairment, drug and alcohol abuse and other paraonal information.

LACH may disclose health information to physician(s) or referring physician(s), or others in order to coordinate my current care, to arrange transfers or the provision of other continuing care following my discharge or treatment from LACH, or in the care of medical emergency.

Assignment of insufance benefits

ASIGNMENT OF INSURANCE BENEFITB

In the event the undersigned is entitled to hospital benefits of any type
whaleoever arising out of any policy of insurance insuring patient or any
other party liable to patient, said benefits are hereby assigned to LACH for
application to the patient's bill, and it is agreed that LACH shall discharge
the said insurance company of any and all obligations under the policy to
the extent of such payment. The assignment of such benefits shall in no
way obligate LACH to delay or relinquish its demand for direct payment
from the patient of any nortion of the outstanding belonce. from the patient of any portion of the outstanding balance.

FINANCIAL AGREEMENT

The undereigned agrees, whether signing as an authorized representative or a patient, that in consideration of the services to be rendered to the patient, the patient is hereby individually obligated to pay the account of the hospital in accordance with the regular rates and terms of LACH. the nospital in accountance with the regular rates and terms of expenses. Should the account be referred to an attorney for collection, the patient shall pay reasonable attorney's fees and collection expenses. All delinquent accounts bear interest at the legal rate.

MEDICARE HOSPITAL AND MEDICAL INSURANCE BENEFITS

Indicants figure 11 AND MEDICAL INSURANCE BENEFITS If determined that I am a Medicare recipient, my medical record may be subject to review, as well as copies made and submitted to the peer review organization (PFO). I request that payment of the authorized Medicare benefits to me on my behalf for any services furnished me by LACH, the Laboratory, and Rediological services, including physician services, be paid directly to the provider.

THE USE OF MY NAME

I understand that it is sometimes necessary to post/say my name for care and efficiency and to allow the health care team to locate me during my stay. I give permission to have my name posted/sald for these

understand that some departments/staff may want to call me for information, feedback, etc. and give permission for the hospital and staff's name to be left on an answering machine of volce mail.

myHealth PATIENT PORTAL

soknowledge that I have received the brochure and agree to abide by the terms and conditions for accessing the my-lealth patient portal. I have been given the opportunity to ask questions about the patient portal and all questions have been answered to my satisfaction,

The undersigned certifies that he/she understands the foregoing, and is the patient, duly authorized to execute and accept its terms.	or the patient's parent, next	of kin, or authorized representative and is
Paljent Signature: X		
Witness Signature:	Date;	Time;
Signature of patient's authorized representative or other responsible party:	Date:	Time:
If the patient is a minor years of age, or unborn child(ren), or is unable to significantly and the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age, or unborn child(ren), or is unable to significant in the patient is a minor years of age.	n faustin filt.	
the above consent is given on behalf by:	in for the following reason(s).	