

## PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is effective as of July 21, 2010, by and between The Cooper Health System (hereinafter "Cooper") operating under the laws of the State of New Jersey and Capital Health Regional Medical Center (hereinafter "Hospital").

### BACKGROUND

WHEREAS, both Hospital and Cooper desire by means of this Agreement to assist physicians and the parties hereto in the treatment of Cooper's patients ("Patients"),

WHEREAS, Cooper is the designated regional Level I trauma center for southern New Jersey, the designated specialty acute care children's hospital for southern New Jersey, and a licensed acute care hospital which provides access to patient care to residents of its service area and who require complex medical care;

WHEREAS, Hospital is the designated regional Level II trauma center and licensed acute care hospital.

WHEREAS, Hospital and Cooper have determined that it would be in the best interest of patient care and it would promote the optimum use of each Party's facilities to enter into this Agreement for the transfer of Patients to Cooper.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hospital and Cooper agree as follows:

### TERMS

Now, therefore, in consideration of the mutual promises and agreements herein made, Cooper and Hospital agree as follows:

1. **Term** – This Agreement shall commence on the day and year first above written and shall continue for a period of three (3) years, and shall renew thereafter for additional one year terms.

2. **Termination** – This Agreement may be terminated by either party on thirty (30) days

written notice to the other. Should such a termination occur, the parties shall nonetheless provide continuity of care to patients who have, prior to the termination date, become eligible for transfer pursuant to the terms of this Agreement and as to those patients, the commitments of this Agreement shall continue.

3. **Independent Contractor Status** – Both institutions shall have exclusive control of the management, assets, and affairs of their respective institutions. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

4. **Patient Transfer** – Hospital may transfer patients to Cooper for treatment, including treatment for trauma, specialty services and acute care children's hospital services

a. In the event that the Hospital attending physician believes that the patient should be transferred to Cooper, attending shall contact the Cooper representative identified pursuant to paragraph 5 below. Cooper representative and Hospital attending shall determine whether transfer is appropriate in accordance with state and federal regulation and shall coordinate transfer. Where the patient is transferred from Hospital to Cooper, admission will be contingent on compliance with all medical policies and procedures, rules and regulations, and admission policies of Cooper. The admission will be scheduled in accordance with the provision of Hospital's admission policy, and subject to bed space and availability of facilities.

b. Where a Hospital patient has been transferred to Cooper, Hospital agrees to re-admit that patient back into Hospital. Cooper will keep Hospital apprised of the patient's condition that will affect the anticipated date of transfer back to the Hospital, as well as provide as much notice of the transfer date as possible. Hospital will assign readmission priority to Hospital patients who have been

transferred to the Cooper and are ready for transfer back to Hospital.

5. **Designation of Responsible Liaison** – Hospital and Cooper agree to provide each other with names of persons authorized to initiate, confirm, and accept transfer of patients on behalf of the receiving institution.

6. **Financial Arrangements** – The institution in which the patient is a resident at the time a charge is incurred shall have sole responsibility for billing and collecting such charges from the patient. The institution to which the patient was first admitted shall not act as guarantor for any charges incurred while the patient is resident in the other institution.

7. **Patient Information** – Hospital agrees to transfer with each Patient at the time of transfer, or in the case of emergency, within 2 hours or as promptly as possible thereafter, the minimum amount of pertinent medical and other records necessary in order to continue the Patient's treatment without interruption and to provide identifying and other information. Such medical and other information must include: (a) current medical findings, nursing and physician notes and results of all tests performed, (b) diagnosis, (c) rehabilitation potential, (d) a brief summary of the course of treatment followed in Hospital, (e) nursing and dietary information useful in the care of the Patient, (f) administrative and pertinent social information and demographic information, (g) name of the Physician at Hospital who has been contacted about the transfer and, if different than the Physician named in (g), (h) name of the Physician to whose care and service the Patient is to be transferred (i) pertinent insurance information and (k) copy of any advanced directive health care representative or guardianship documentation.

8. **Personal Effects** – All personal effects, including money, other valuables, dentures and/or eyeglasses, shall be the responsibility of the transferring institution until signed for by a representative of the institution to which the patient was transferred. Personal effects (money, valuables, glasses, dentures, etc.) should be transferred to Cooper only when absolutely necessary. If valuables are transferred, a note will be entered into the chart listing the valuables and the date sent. Personal effects should be transferred together with a document listing all

transferred personal effects. A copy of a signed document for personal effects and valuables will be retained by the Hospital.

9. **Transfer Consent and Access to Information** – It is agreed that each institution shall have custody of and control over the medical records and other pertinent information concerning its patients, but that members of both medical staffs shall have access to this information for legitimate purposes. Each institution will be responsible for obtaining consent from the patient or the patient's legal representative for any transfer and for the provision of financial and medical information.

10. **Transportation of Patients** – Hospital assumes the responsibility for transportation of the patient to Cooper so as to provide appropriate and safe transfer. Cooper will assume responsibility for transportation of the patient to the Hospital.

11. **Liability** – Each of the parties to this Agreement shall be responsible only for its own acts and omissions with respect to patient care.

12. **Insurance** – Each of the parties hereto shall be responsible only for its own acts and omissions with respect to Patient care.

Each party shall secure and maintain, or cause to be secured and maintained, each with respect to itself, during the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance providing minimum amounts of liability as follows:

- i) Comprehensive general liability - \$1,000,000;
- ii) Professional liability - \$1,000,000; and \$3,000,000 in the aggregate
- iii) Property damage insurance - \$1,000,000.

Each party shall cause its insurance carrier to issue a certificate of insurance evidencing such coverages, whether under an insured policy or through a program of self-insurance, and shall produce such certificate on request of the other

party. Each party shall immediately notify the other of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

13. **Governing Law and Venue** – This Agreement shall be deemed to have been made under and shall be construed in accordance with the laws of the State of New Jersey. Any litigation between the parties arising from this Agreement shall be brought solely in the Superior Court of New Jersey, Camden County.

14. **Assignment** – This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.

15. **Amendment** – This Agreement may be modified or amended from time to time on mutual written agreement of the parties and such modifications or amendments shall be attached to and become a part of this Agreement.

16. **Nondisclosure** – Neither institution shall disclose information relating to the operations and functions of the other, without the prior written consent of the other institution.

17. **Notice** – Any notice given pursuant to this Agreement shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the party to this Agreement as follows:

As to Hospital: The Capital Health System

As to Cooper: The Cooper Health System  
One Cooper Plaza  
Camden, NJ 08103  
Attn: Director of Utilization  
Management

With copy to: The Cooper Health System  
Chief Legal Officer  
3 Cooper Plaza Suite 316  
Camden, NJ 08103

18. **Entire Agreement** – This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between them 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.

19. **Venue** – Any litigation between the parties arising from this Agreement shall be solely brought in the Superior Court of New Jersey, Camden County.

20. **Binding Agreement** – This Agreement shall be binding on the successors in interest of the parties hereto.

21. **Authorization** – The execution and performance of this Agreement by each party has been duly authorized and the signatories hereto are fully empowered to bind their respective institutions to this Agreement.

22. **Headings** – The headings in this Agreement have been inserted for convenience only and do not modify, define, limit or expand the express provisions of this Agreement.

23. **Nondiscrimination**-In that the ultimate purpose of this Agreement is to provide access to Patient care and promote the optimum use of facilities, the parties further agree that:

- a) Neither Party may refuse to receive a Patient by reason of Patient's race, religion, gender, and country of national origin or medical diagnosis.

24. **HIPAA**- The parties agree that while rendering services under this Agreement to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

25. **Use of Name**- Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the party whose name is to be used.

26. The exclusive purpose of this Agreement is to provide for the transfer of patients between Hospital and Cooper for purposes of medical care. Nothing in this patient transfer agreement shall be construed as evidencing Cooper's participation in or

agreement or consent to any activity, project or enterprise of Hospital, including but not limited to Demonstration Projects, research projects, clinical trials or other experimental projects, or to any procedures or requirements relating to data collection or reporting or any other matter related to such activity enterprise or project.

IN WITNESS WHEREOF, Hospital and Cooper have hereunto caused this Agreement to be executed as by law provided, the day and year above written.

The Cooper Health System

By: 

John P. Sheridan, Jr.  
President and Chief Executive Officer

Capital Health Regional Medical Center

By: 

Al Maghazeh, PhD, FACHE  
President and Chief Executive Officer

## AMENDMENT TO PATIENT TRANSFER AGREEMENTS

This Amendment, dated as of August, 31<sup>st</sup> 2011, is intended to amend the mutual patient transfer agreements between Cooper Health System ("Cooper") and Capital Health System ("Capital") dated June 23 and July 23, 2010 (the "Agreements") (Cooper and Capital may hereinafter be referred to, collectively as the "Parties").

### BACKGROUND

Cooper and Capital entered into the Agreements for patient transfers to optimize patient care and promote the best use of each institution's respective facilities. In the performance of the Agreements, the Parties have deemed it advisable to further specify certain operational details to enable the Parties to better fulfill the intention of the Agreements. In mutual consideration of the continued performance of the Agreements, the Parties hereby memorialize the terms of these additional details.

### TERMS

1. The Parties acknowledge a mutual obligation to accept, without consideration of ability to pay, an appropriate return transfer of a patient in need of continued acute hospital care who had been originally sent to the other Party for the provision of care which the originally transferring Party was unable to provide. A transfer is "appropriate" if the following conditions are met: first, the treatment that prompted the initial transfer has been performed and the initially transferring Party would therefore be in a position to provide further management of the patient; second, the patient is in need of further acute hospital care; third, the patient or his/her authorized representative (in the event the patient lacks capacity) has consented to the transfer back to the other Party; fourth, the patient can be safely transported to the other Party. Transfers which are to occur pursuant to the provisions of this paragraph shall be facilitated by the collaborative communications of the Parties' respective Case Management Departments.
2. Where an initial transfer has been accomplished pursuant to the Agreements, the receiving Party will begin the discharge planning process for the patient as soon as feasible and will provide appropriate communication to the other Party regarding the patient's discharge planning needs.
3. The Parties' respective Case Management Departments will collaborate on facilitating appropriate and timely placements in other care settings for patients who have been transferred to one Party but, due to the patient's place of residence, should receive follow up care in the catchment area of the initially transferring Party.
4. For purposes of effectuating the intent of this Amendment, Cooper's Manager of Care Management and Capital's Director of Care Management/Social Services shall serve as liaisons to facilitate the communications anticipated by this Amendment.
5. Except as may be specifically superseded by the terms of this Amendment, the Parties hereby reaffirm the terms of the Agreements.

COOPER HEALTH SYSTEM

By 

John P. Sheridan, Jr. Pres. and CEO  
Dianne S. Charsha,  
SVP, CNO

CAPITAL HEALTH SYSTEM

By 

Al Maghazeh, PhD, FCAHE, Pres. and CEO