

PATIENT TRANSFER AGREEMENT

The Agreement is made as of the 1 day of AUG, 2015, by and between:

HACKENSACK UNIVERSITY MEDICAL CENTER
a non-profit Corporation with its principal place of business at 30
Prospect Avenue, Hackensack, NJ 07601 (the "Hospital")

And

MONTCLAIR HOSPITAL, LLC, d/b/a HACKENSACKUMC MOUNTAINSIDE
(the "Facility")
(hereinafter Hospital and Facility may be referred to as
"Institution" or "Institutions")

WITNESSETH

WHEREAS, the Hospital is a non-profit corporation that operates a Hospital dedicated to the provision of access to patient care for the residents of its service area; and

WHEREAS, the Facility is a duly licensed urgent care facility, and renders professional medical services; and

WHEREAS, the Hospital and the Facility have determined that it would be in the best interest of patient care and would satisfy applicable regulatory requirements, including, without limitation, the requirements for Medicare certification of the Facility as a provider of surgical services to have a written agreement between the parties concerning the transfer of patients, if medically necessary and appropriate, between the Facility and the Hospital.

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

1. **PURPOSE OF AGREEMENT.**

The purpose of this agreement is to memorialize the parties' agreement that the Hospital will accept transfer of patients from the Facility under medically necessary and appropriate circumstances as determined by the physicians performing procedures on patients at the Facility.

2. **PATIENT TRANSFER.**

The need for transfer of a patient from Facility to the Hospital shall be determined by the patient's treating physician. When such a determination has been made, the Facility shall immediately notify the Hospital of the impending transfer. The Hospital agrees to admit the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate the patient, or, in the event that admission is not warranted, to treat the patient in the Hospital's emergency room ("ER") and to release the patient.

The Hospital shall be available to provide physician facilities, equipment, radiology, social services, psychiatry, laboratory, blood bank, pathology, nutritional counseling and personnel necessary to provide back-up emergency care to patients transferred hereunder in accordance with all applicable laws, rules and regulations of the state and federal agencies.

3. **PROVISION OF INFORMATION TO EACH INSTITUTION.**

Each Institution shall provide the other with the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients, as applicable. The Hospital shall indicate specifically where transferring patients are to be delivered to its premises.

4. **PATIENT RECORDS AND PERSONAL EFFECTS.**

The facility shall forward the following information, if applicable and available, to accompany the patient when being transferred from the Facility to the Hospital:

- A. Patient's name, address, hospital number, age and home, address, and telephone of the next of kin;
- B. Patient's third party billing data;
- C. History of the injury or illness;
- D. Condition on admission;
- E. Vital signs, prior to and at time of transfer.
- F. Treatment provided to patient, including medications given and route of administration;
- G. Laboratory and X-ray findings, including films;
- H. Fluids given, by type and volume;

- I. Name, address and phone number of physician referring patient;
- J. Name of physician at the Hospital to whom patient is to be transferred; and
- K. Name of physician at the Hospital who has been contacted about patient.
- L. Patient's Advance Directive if one exists and is available.

The Facility shall supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at the Hospital. In addition, the Hospital shall inventory the patient's personal effects and valuables which accompanied the patient during transfer. The records described above shall be placed in the custody of the person in charge of the transporting medium who shall sign a receipt for the medical records and the patient's valuables and personal effects and in turn shall obtain a receipt from the Hospital when it receives the records and the patient's valuables and personal effects.

5. **TRANSFER CONSENT.**

The Facility shall have responsibility for obtaining the patient's consent to the transfer to the Hospital prior to the transfer, if the patient is competent and alert. If the patient is not competent and/or alert, the Facility shall obtain the next-of-kin's consent; if such consent is not possible and emergency circumstances exist, direction from the patient's physician shall be obtained by the Facility and the transfer shall be accomplished based upon the implied consent of the Patient under emergency circumstances.

6. **PAYMENT FOR SERVICES.**

The patient is responsible for payment for care received at either Institution. Each Institution shall be responsible only for collecting its own payment for services rendered to the patient. No clause of this Agreement shall be interpreted to authorize either Institution to look to the other Institution to pay for services rendered to a patient transferred by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement.

7. **TRANSPORTATION OF PATIENT.**

The Facility shall have the responsibility for arranging transportation of the patient to the Hospital, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient, as necessary. The Hospital's responsibility for the patient's care shall begin in accordance with the obligations set forth in Emergency Treatment and Active Labor Act ("EMTALA") 42 U.S.C.A. 1395dd(a) and the regulations promulgated thereto in carrying out the terms of this agreement

8. **TERM.**

The term of this Agreement shall be for a period of three (3) years beginning on 201⁵ unless sooner terminated as provided herein. The term shall automatically renew for successive one (1) year terms, unless either party gives notice to the other of intent not to renew at least sixty (60) days prior to the expiration of the then current term.

9. **CONFIDENTIALITY.**

- A. Both Parties agree to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. As a condition of maintaining a working relationship, both Institutions agree that all patient health information (PHI) shall remain confidential and shall be protected by appropriate safeguards to prevent the use or disclosure of the PHI, other than as provided for by this Agreement or by State and Federal law. Under the conditions of this Agreement, no PHI received or provided by either Institution may be used by or disclosed to a third-party except for as consented to by the patient for purposes of treatment, payment, or health care operations and as otherwise required by State and Federal law.
- B. Upon becoming aware of any use or disclosure of PHI in a manner not provided for in this Agreement or by satisfied law, the Institution shall report the disclosure to the other party. The Institution will strive to mitigate, to the extent practicable, any harmful effect that is known to the Institution of a use or disclosure of PHI in violation of its policies and procedures or the requirements of this Agreement.
- C. Both Institutions recognize the right of patients to amend their consent to disclosure and therefore will make available the PHI to the other Institution in accordance with an amended consent.

10. **ADVERTISING AND PUBLIC RELATIONS.**

Neither Institution shall use the name of the other Institution in any promotional or advertising material unless prior review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both Institutions shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each Institution shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

11. **INDEPENDENT CONTRACTOR STATUS.**

Both Institutions are independent contractors. Neither Institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Institution, nor shall it in any way alter the

control of the management, assets and affairs of the respective Institutions. 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 the Agreement. No party shall have the right to exercise any control or direction over the business of any other party to this agreement.

12. LIABILITY.

Each party agrees to indemnify and hold harmless the other and its respective trustees, officers and employees from and against all claims for damages, compensation or injury made against the other party or any of its trustees, officers or employees incurred as a result of such party's act or omission arising from or relating to this agreement. This obligation to defend and indemnify shall include payment by the breaching party of any legal fees, expenses, witness fees, or other such costs incurred by the non-breaching party, its trustees, officers or employees. The obligation under this section to indemnify and hold harmless shall survive the termination or expiration of this agreement.

13. INSURANCE.

Each party shall, during the term of this Transfer Agreement, provide and maintain insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, which insurance coverage shall include public liability and premises coverage, as well as comprehensive liability (including professional liability) coverage for all negligence, errors and omissions of its officers, employees and agents. The Facility shall provide the Hospital with ten (10) days written notice of any cancellations or diminution of such coverage, and shall provide the Hospital with certificates evidencing such insurance upon request.

14. NON-EXCLUSIVITY.

Nothing in this Transfer Agreement shall be construed as limiting the rights of either Institution to enter into similar agreements, or to otherwise contract on a limited or general basis, with any other institution, either while this Agreement is in effect or thereafter.

The parties agree that benefits to either party hereunder do not require payment for, and are in no way contingent upon the admission or referral of any patients to either facility or any other arrangement for the provision of any item or service offered by either party.

15. TERMINATION.

This Agreement may be terminated by either party for breach of a material term of this Agreement and said breach is susceptible of cure and it not cured to the reasonable satisfaction of the non-breaching party with thirty (30) days following receipt of notice of such breach, the non-breaching party may terminate this agreement.

In the event that either party shall have its accreditation, operating certificate or licensure suspended, limited or revoked, it shall immediately notify the other party of that fact in writing and this Agreement shall terminate immediately upon such event

Either party shall have the right to terminate this Agreement immediately in the event that the performance by either party of any term, covenant condition or provision of this Agreement should jeopardize the accreditation of Hospital, violates any licensing or other requirement, or performance would violate any statute, or for any reason be deemed illegal.

Either party may terminate this Agreement giving thirty (30) days written notice of termination to the other party. Termination of this Agreement shall not affect either parties' rights or obligations with respect to patients transferred prior to the date of any notice to terminate.

16. OTHER PROVISIONS:

A. Non-Discrimination. Each Institution agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

B. Notice. Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

TO Hospital:

Hackensack University Medical Center
30 Prospect Avenue
Hackensack, NJ 07601
Attn: Audrey C. Murphy, Esq., R.N.
Executive Vice President/Chief Legal Officer

TO Facility:

HackensackUMC Mountainside
1 Bay Avenue
Montclair, NJ 07042
Attn: Chief Executive Officer

Copy to:

LHP Operations Co., LLC

2400 Dallas Parkway, Suite 450
Plano, TX 75093
Attn: Legal Department


- C. Amendments. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.
- D. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Hospital and the Facility, their respective agents, affiliates and successors. Neither Institution shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect. Notwithstanding the foregoing provisions, the Hospital may assign its rights and obligations under this Agreement to any subsidiary or affiliate of the Hospital, or to any entity succeeding to the Hospital's rights, interests and obligations, as a result of a plan of corporate reorganization, a merger, a consolidation, an affiliation, a sale or other disposition of assets, or other similar action not in the regular course of the Hospital's activities.
- E. Section Headings. Section headings as used herein are for convenience only and shall not affect the construction of this Agreement.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey, and both Institutions hereby consent to the jurisdiction of the State and Federal Courts of the State of New Jersey.
- G. Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not affect the validity of any other provision.
- H. Further Assurances. Each of the Institutions covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- I. Waiver. The waiver by either Institution of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.
- J. Survival. Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

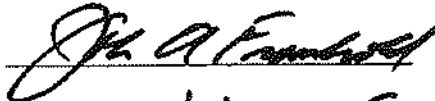
- K. Entire Agreement. This Agreement contains the sole and entire Agreement between the Institutions and supersedes all negotiations and prior agreements or understandings between the Institutions, whether oral or written. The Institutions acknowledge and agree that they have not made any representations inducing the execution and delivery hereof, except such representations as are specifically set forth herein.
- L. Compliance. The Facility shall comply with all laws and regulations of the State of New Jersey, and the Federal Government and all policies, procedures, rules and regulations of the Hospital, including but not limited to, the Code of Ethics and the Corporate Compliance Plan, and shall execute any Certifications in connection therewith. See Exhibit A, annexed hereto and made a part hereof.
- M. Jeopardy.
- (a) If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the Hospital, the tax-exempt status of the Hospital, the Hospital's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or the Hospital's full accreditation by the JCAHO, or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical or hospital field, the Hospital may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- (b) The Facility certifies that it, and its employees, will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA) Medicare and Medicaid. The Facility agrees to immediately report to the Hospital if: (1) the Facility violates any federal or state healthcare law, regulation or policy; (2) the Facility becomes aware of any inquiry or investigation by the government of the Facility or its employees; or (3) the Facility is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

IN WITNESS WHEREOF, the Institutions hereto have executed this Agreement as of the day and year first above noted.

Hackensack University Medical Center

Montclair Hospital, LLC

By: 

By: 

Print Name: _____

Print Name: John A. Faramba