

TRANSFER AGREEMENT

THIS AGREEMENT is made this 1st day of May, 2018 by and between **JFK JOHNSON REHABILITATION INSTITUTE**, having an address at 6 James Street, Edison, New Jersey, 08820 (“Center”) and **ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL**, having an address at One Robert Wood Johnson Place, New Brunswick, New Jersey 08901 (“Hospital”). Hospital and Center also are referred to collectively in this Agreement as the “Parties” or the “Institutions”.

WITNESSETH

WHEREAS, Hospital is a regional provider of inpatient and outpatient health care services and is an affiliate of RWJBarnabas Health, Inc. (the “System”) which is organized for the delivery of integrated health care services and graduate medical education throughout the state, through its multiple programs and affiliated institutions;

WHEREAS, the Center and the Hospital are willing and able to accept transfers of patients for diagnosis and treatment; and

WHEREAS, the parties share the objectives of good patient care and optimum and efficient use of health care resources;

WHEREAS, the parties have determined that it is in the best interest of their patients to provide a continuum of care by facilitating the transfer of patients between the Hospital and the Center, in accordance with the terms set forth in this Agreement, and the transfer agreement requirements as described in the New Jersey Department of Health’s Manual of Standards for the Licensure of Hospital Facilities (*N.J.A.C. 8:43G et al.*); and

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound, the parties agree as follows:

1. TRANSFER OF PATIENTS.

a. When a patient's treating physician determines that it is medically necessary to transfer a patient from one Institution to the other, then the transferring Institution shall immediately notify the receiving Institution of the impending transfer. The receiving Institution agrees to admit and treat the patient, as promptly as possible, provided that (i) appropriate accommodations are available at the receiving Institution; and (ii) the patient satisfies the applicable admissions requirements of Hospital.

b. Consent to and Notice of Transfer. Prior to any transfer under this Agreement, the transferring Institution shall secure all applicable consents required from the patient, the person responsible for the patient or the patient's attending physician. The patient, or if appropriate, the person responsible for the patient, shall be given adequate notice of the patient's transfer prior to the transfer in accordance with customary practice at the transferring Institution. The transferring Institution agrees to notify the receiving Institution, as far in advance as reasonably possible, of an impending transfer.

2. TERM.

a. This Agreement shall commence as of May 1, 2018 and shall have a term of one (1) year and shall renew from year to year thereafter. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice.

b. Following the date of termination of this Agreement, each party shall continue to treat all patients transferred by the other party prior to such date in accordance with this Agreement.

3. PATIENT RECORDS; PERSONAL ARTICLES.

The transferring Institution agrees to send with each patient at the time of transfer, or in the case of an emergency, as promptly as possible after the transfer, an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption, together with essential identifying and administrative information. This abstract shall include current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, and ambulation status. Without limiting the foregoing, the parties shall comply with all applicable federal and state requirements with respect to patient advance directives.

4. TRANSPORTATION.

Arrangements for the safe transportation of a patient, including (but not limited to) the selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient, shall be made by, or caused to be made by, transferring Institution. The receiving Institution's responsibility for patient care shall begin only upon acceptance of the patient by the receiving Institution through a designated representative at the receiving Institution, which shall be confirmed in writing by the receiving Institution upon patient's arrival at the receiving Institution.

5. BILLING AND COLLECTION.

Each party shall be responsible for billing and collecting its own payments for rendering services to the patients transferred to it pursuant to this Agreement. The patient

or his third-party payor or insurer shall be responsible for paying the charges of each party for services rendered. Neither party to this Agreement shall be responsible to the other for paying such charges in the event the patient or third-party payor or insurer does not pay such charges. Also, neither party shall have any liability for any debts or obligations of a financial or legal nature incurred by the other party by virtue of this Agreement. Each party agrees that it shall not submit any bill or accept payment from any patient or third party payor with respect to services provided by the other party.

6. INDEPENDENT CONTRACTORS.

a. The parties are independent contractors. This Agreement does not make either party the agent, employee or servant of the other party for any purpose. Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other health care center on any basis, including (but not limited to) other transfer agreements, while this Agreement is in effect. After a patient has been transferred from one center to the other, the patient shall be solely and exclusively under the control and supervision of the receiving institution, and the transferring institution shall neither have nor exercise any supervision or control whatsoever over the rendering of services to the patient or the exercise of medical judgment in connection with such services.

b. Each party shall be solely responsible for: (a) managing all patient care activities conducted within its institution; (b) providing and maintaining all equipment, facilities, and supplies needed for patient care activities within its institution; (c) the employment, discipline and compensation of all employees or contractors who may be involved from time to time in providing patient care or ancillary services within its

institution; and (d) credentialing and monitoring all personnel providing patient care within its institution.

7. COMPLIANCE WITH ALL LAWS.

During the term of this Agreement (and all renewals thereof), each party shall comply with all applicable federal, state or local statutes, laws, rules and regulations.

8. NON-DISCRIMINATION/PATIENT HIV STATUS.

Both parties agree that (a) neither party may refuse to receive a patient by reason of patient's race, religion, gender, country of national origin, sexual orientation, or medical diagnosis; (b) neither party may refuse to receive a patient because of patient's HIV status; (c) the portion of the medical records indicating the patient is HIV positive or is known to have been exposed but has not been established to be HIV negative to a reasonable degree of scientific certainty will be transmitted in a confidential manner and in accordance with federal and state laws and regulations; (d) patient's HIV status may be disseminated only to those health care providers who have a medical need to know; and (e) both parties understand that each is equally obligated to use universal precautions for all patients, regardless of HIV status, during transfer or treatment.

9. INDEMNIFICATION.

a. Center agrees to indemnify and hold harmless the Hospital, its employees, agents, affiliates, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, resulting from, or arising out of, or connected with Center's failure to comply with the provisions of this Agreement, as well as liability arising solely through the negligence of Center.

b. Hospital agrees to indemnify and hold harmless Center, its employees, agents, affiliates, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, resulting from, or arising out of, or connected with Hospital's failure to comply with the provisions of this Agreement, as well as liability arising solely through the negligence of Hospital.

10. ACCESS TO RECORDS.

For a period of five (5) years after the furnishing of services pursuant to this Agreement, each party agrees to provide the Secretary of Health and Human Services or the Comptroller General of the United States with all requested records necessary to verify the nature and cost of such services.

11. PROMOTIONAL MATERIALS; USE OF OTHER PARTY'S NAME.

Neither party shall use the name of the other party in any promotional or advertising material unless review and written approval shall be first obtained from the party whose name is to be used.

12. HIPAA; PROTECTED HEALTH INFORMATION.

Center and Hospital each acknowledge and agree that each is a HIPAA-covered entity, and each agrees to maintain the confidentiality of patient information for its patients in compliance with HIPAA and applicable state law. Without limiting any other obligations hereunder, Center agrees that with respect to its own obligations as a HIPAA-covered entity, Center (i) maintains HIPAA policies and procedures; (ii) will comply with HIPAA, and such policies and procedures, with respect to its provision of services, and with respect to patients transferred to the Hospital; and (iii) trains all applicable employees on its and their obligations to keep patient information confidential.

13. MISCELLANEOUS.

a. This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until each of the parties named below shall have duly executed or caused to be executed a counterpart of this Agreement.

b. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by a related document or by law.

c. This Agreement may only be modified, supplemented or amended by a written instrument executed by the party to be charged therewith.

d. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given: (i) when personally delivered; (ii) when receipt is acknowledged, if sent by facsimile or other electronic transmission device; (iii) one day after deposit with a nationally recognized overnight courier, specifying "next day delivery"; or (iv) three (3) days after being sent by registered or certified mail, postage prepaid, return receipt requested. Any notice, demand or other communication given by a party in connection with this Agreement shall be sent to the other party at the address set forth above for such other party, with a copy of all notices also sent to RWJBarnabas Health, Inc., 95 Old Short Hills Road, West Orange, New Jersey 07052, Attention: David A. Mebane, Esq., General Counsel.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard or giving effect to its principles of conflicts of law. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey and both parties hereby consent to the jurisdiction of the courts of the State of New Jersey and the Federal District Court for the District of New Jersey.

f. The headings contained in this Agreement are solely for convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

g. This Agreement and the performances of any obligations hereunder may not be assigned by either party, but shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, legal representatives and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective successors, legal representatives and permitted assigned, any rights or remedies under or by reason of this Agreement.

h. The provisions of this Agreement shall be deemed severable, and the invalidity and unenforceability of any one or more of the provisions hereof, shall not affect the validity and enforceability of the other provisions.

i. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior promises, agreements, communications, representations and warrants, and understanding of the parties, oral and written, with respect to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL

Patricia Reyes

By: [Signature]
Name: Sean T. Gowen
Title: President & CEO

ATTEST:

JFK JOHNSON REHABILITATION INSTITUTE

By: [Signature]
Name: Anthony Curzola
Title: VICE President / Administrator