

INTERHOSPITAL TRANSFER AGREEMENT

THIS AGREEMENT is made this 1st day of August, 2019 by and between **UNIVERSITY HOSPITAL**, having an address at 150 Bergen Street, Newark, New Jersey 07103 (“Hospital”) and **JERSEY CITY MEDICAL CENTER**, having an address at 355 Grand Street, Jersey City, New Jersey 07112 (“Medical Center”). Hospital and Medical Center also are referred to collectively in this Agreement as the “Institutions”.

WITNESSETH

WHEREAS, Medical Center 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; and

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 Institutions, 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

WHEREAS, the Medical Center is willing and able to accept transfers of Hospital patients for diagnosis and treatment, as requested by the Hospital;

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

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. From Hospital to Medical Center. When a patient's treating physician determines that it is medically necessary to transfer a patient from Hospital to the Medical Center, then Medical Center agrees to provide emergency medical care and/or to admit the patient for hospitalization as promptly as possible, provided that (i) appropriate accommodations are available at Medical Center; (ii) the patient satisfies the applicable admissions requirements of Medical Center; and (iii) Hospital and Medical Center follow the agreed upon guidelines and procedures as set forth in **Exhibit A**. In accordance with Exhibit A, patients transferred to the Medical Center will be promptly returned to the Hospital when the patient's condition dictates and as determined by the Medical Center.

b. Consent to and Notice of Transfer. Except in an emergency when there is insufficient time for notice and/or consent, the patient's relatives or legally responsible party, shall be given adequate notice of the proposed transfer before the transfer occurs. 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 of the transferring Institution. The transferring Institution agrees to notify receiving Institution, as far in advance as reasonably possible, of an impending transfer.

c. Availability of Services for Medical Emergencies.

Medical Center shall make available its diagnostic and therapeutic services in the event of a medical emergency at the Hospital. Medical Center agrees to accept patients transferred to its Emergency Department, provided that (i) appropriate accommodations are available at Medical Center; (ii) the patient satisfies the applicable admissions requirements of the Medical Center; and (iii) Medical Center and Hospital follow the agreed upon guidelines and procedures as set forth in **Exhibit A**.

2. TERM.

a. This Agreement shall commence as of August 1, 2019 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 the transferring Institution. The receiving Institution's responsibility for patient care shall begin when the patient is admitted, either as an inpatient or an outpatient, to that 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/her 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 facility 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 facility 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 facility; (b) providing and maintaining all equipment, facilities, and supplies needed for patient care activities within its facility; (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 facility; and (d) credentialing and monitoring all personnel providing patient care within its facility.

7. COMPLIANCE WITH ALL LAWS.

a. 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.

b. During the term of this Agreement (and all renewals thereof), each party shall comply with all applicable federal, New Jersey state and local laws, rules, and regulations, including, but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA") 42 U.S.C.A. Sec. 1395 dd(a), and the regulations promulgated thereto in carrying out the terms of this Agreement.

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. 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.

10. 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.

11. HIPAA; PROTECTED HEALTH INFORMATION.

Medical 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, each party agrees that with respect to its own obligations as a HIPAA-covered entity, each party (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 from that party to the other party; and (iii) each party trains all applicable employees on its and their obligations to keep patient information confidential.

12. 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:

UNIVERSITY HOSPITAL

By: 

Name: Shereef M. Elnahal, MD, MBA
Title: President & CEO

ATTEST:

JERSEY CITY MEDICAL CENTER

By: 

Name: Michael Prilitsky
Title: President and CEO

EXHIBIT A

GUIDELINES AND PROCEDURES FOR TRANSFER

A. Procedures

1. Hospital shall contact the Medical Center's Transfer Center regarding the management, consultation, and transport of patients requiring intermediate and /or intensive care services (i.e. telephone co-management or total management).
2. Prior to any transfer, Hospital shall:
 - a. Complete a transfer report in a form acceptable to the Medical Center;
 - b. Make every reasonable effort to contact the Medical Center and follow the transfer protocol outlined by the Medical Center
 - c. A copy of the transfer report shall accompany the patient to the Medical Center. The transfer report shall include but not be limited to:
 - (i) Current medical findings and diagnosis;
 - (ii) Name and contact information (name, address, cell telephone number and home and business telephone number, and relationship to the patient) of the individual(s) best able to provide key clinical information, and consent for procedures;
 - (iii) Rehabilitative potential and physical status;
 - (iv) Emotional and ambulation status;
 - (v) Summary of prior course of treatment, including recent physician progress notes;
 - (vi) Current prescribed medications and dosage;
 - (vii) Dietary needs and restrictions;
 - (viii) Pertinent administrative information including Medicare/Medicaid status and third-party payer information; and
 - (ix) Nursing information.
 - d. In addition to the foregoing information, Hospital shall provide the following information:
 - (i) Whether the patient has executed an advance directive (i.e., a living will, durable power of attorney);
 - (ii) If applicable and if known, the name, address and home and business telephone number of the patient's attorney-in-fact (financial and/or durable) and/or the patient's legal guardian;
 - (iii) Name and telephone number of the patient's attending physician; and
 - (iv) Such other pertinent information as the transferring Institution may possess or the receiving Institution may request.
3. The Medical Center agrees to accept referrals of patients from Hospital provided that (a) appropriate accommodations are available at the Medical Center; (ii) the patient satisfies the applicable requirements of the Medical Center; and (iii) Hospital and Medical Center follow the agreed upon guidelines and procedures.
4. Patients transferred to Medical Center will be promptly returned to the

Hospital when the patient's condition dictates, in the Medical Center's sole discretion.

5. The Medical Center's attending physician will provide reports of the patient's condition and progress to the referring physician, as required. Sudden or unusual changes in the patient's condition will be reported separately.