

TRAUMA PATIENT TRANSFER AGREEMENT

Memorandum of Agreement between Jersey Shore University Medical Center (Level II Trauma Center, "JSUMC") and Robert Wood Johnson University Hospital (Level I Trauma Center, "RWJUH").

WHEREAS, JSUMC and RWJUH (sometimes collectively referred to herein as "facilities" and/or "parties") are both acute care hospitals which provide medical and surgical services to the communities they serve; and

WHEREAS, when it has been determined that a transfer of a patient will need to be made from one facility to the other, the receiving facility shall provide health care services, including but not limited to emergency and surgical services to those patients whose life or health should otherwise be in jeopardy if transported to a facility further away in distance; and

WHEREAS, the parties to this Agreement desire to assure continuity of care and treatment appropriate to the needs of each patient, and to use the skills, resources and physical plant of both parties in a coordinated and cooperative fashion to improve continuity of patient care.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

- 1. Term. This Agreement shall be valid for a term commencing July 1, 2004 to June 30, 2005 and shall be automatically renewed for successive periods of one (1) year, unless terminated pursuant to Section 2 herein.**
- 2. Termination. This Agreement shall remain in effect unless the license of either facility be revoked by the State, accreditation or approval be revoked, or if either facility fails to adhere to the terms of this Agreement. After the effective date, this Agreement may be terminated, without cause, by either party upon thirty (30) days prior written notice to the other party pursuant to Section 12 in this Agreement.**
- 3. Transfer Protocol. In the event that patients at JSUMC require transfer for specialized trauma care, the Level I Trauma Center at Robert Wood Johnson University Hospital will accept such patients, regardless of ability to pay. Such transfer shall be initiated by the Trauma Surgeon at JSUMC, by direct contact with the Trauma Surgeon at Robert Wood Johnson University Hospital. The timing and method of transport, and treatment prior to and during transfer will be discussed and agreed upon by the transferring and receiving surgeons, prior to transfer. Appropriate original radiographs**

(or copies), will accompany the patient at the time of transfer, or be sent to the receiving institution by telex.

4. Specialized Care. Patients requiring specialized care not available at JSUMC are appropriate candidates for consideration for transfer from JSUMC to the Level I Trauma Center.
5. Alternate Level I Trauma Center. If the necessary resources are not available at Robert Wood Johnson University Hospital at the time of request for transfer by JSUMC, the trauma team at Robert Wood Johnson University Hospital will identify an alternate Level I Trauma Center, with appropriate resources, and assist the trauma team at JSUMC in making transfer arrangements to that institution.
6. Quality Assurance/Improvement Reviews. Quality assurance/improvement reviews will be conducted at both JSUMC and Robert Wood Johnson University Hospital for all such interhospital transfers. Any issues should be resolved by direct communication between the Directors of Trauma for the institutions. If desired, a joint QA/QI meeting may be convened by mutual consent of both Trauma Directors, to discuss and implement patient care guidelines.
7. Repatriation of Patient. When transferred patients no longer require Level I trauma center care, JSUMC agrees to accept repatriation of such patients, based on request of the patient and agreement of both institutions' trauma services (regardless of ability to pay), particularly if the patient is a resident of JSUMC primary catchment area.
8. Patient Transfer Guidelines. "Interhospital Transfer and Agreements" (Chapter 4, Resources of Optimal Care of the Injured Patient, Committee on Trauma American College of Surgeons, Chicago, Illinois, 1999; pp. 19-22) as well as any specific protocols developed by the staffs of JSUMC and Robert Wood Johnson University Hospital, shall serve as the guide for patient transfer. When published, revisions of the foregoing American College of Surgeons document shall supersede the 1999 version.
9. Patient Transfer. Both parties agree to comply with the Emergency Medical Treatment and Active Labor Act ("EMTALA"), codified as 42 C.F.R. 489.20 and 489.24. Both parties agree to transfer a patient as soon as practical, when the need for transfer to the other facility has been determined by the patient's treating physician, in conjunction with the sending facility, or in the event the patient (or patient's personal representative) requests the transfer, and, pursuant to 42 C.F.R. 489.24, the sending facility shall:
 - a) provide medical treatment within its capacity that minimizes the risks to the patient's health, and in the case of a woman in labor, the health of the unborn child;

- b) *effect the transfer through qualified personnel and transportation equipment, as required, including the use of necessary and medically appropriate life support measures during the transfer;*
- c) *obtain the prior consent for such transfer from the receiving facility pursuant to Section 6 below;*
- d) *inform the patient of the risks and benefits of treatment and transfer; and*
- e) *transfer all medical records related to the patient's emergency medical condition pursuant to Section 7 below.*

10. Prior Notification. Pursuant to 42 C.F.R. 489.24, the sending facility agrees to notify the receiving facility as far in advance as possible, of an impending transfer, and shall obtain permission from the receiving facility to effect such transfer, and document its communication with the receiving facility, including the date and time of the transfer request and the name of the person accepting the transfer.

11. Medical Record Information. Pursuant to 42 C.F.R. 489.24, the parties agree to send with each patient at the time of transfer or, in case of emergency, as promptly as possible after the transfer, a complete discharge summary (N.J.S.A. 26:2H-12.9d), including but not limited to an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption, together with essential identifying and administrative information, if such information is available. Test results that become available after the patient is transferred shall be telephoned to the receiving facility and then mailed or faxed.

12. Advance Directive. The sending facility shall provide documentation of the patient's advance directive including copies of the patient's living will and/or durable power of attorney for health care for each patient transferred at the time of the patient's transfer, when such advance directives are available and have been indicated.

13. Non-Discrimination. The parties shall refer, transfer and receive patients without regard to a patient's sex, color, creed, religious belief, national origin, sexual orientation or mental or physical disability.

14. Accounts Receivable Collection. Neither JSUMC nor RWJUH shall assume any responsibility for the collection of any accounts receivable other than those incurred as a result of rendering services directly to the patient, and neither party shall be liable for any debts, obligations, or claims of a financial or legal nature incurred by the other party, and each party assumes full responsibility for its own maintenance and operation.

15. Transportation. Arrangements for transportation of a patient shall be made by, or caused to be made by, the sending party. A receipt form shall be used by both parties for effecting the transfer of the patient's essential effects and valuables.

16. **Notices.** Any and all notices, designations, proofs, or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given if personally delivered, when delivered; or if sent by recognized overnight courier, one (1) day after delivery to the courier service; or if mailed by certified mail, return receipt requested, three (3) days after deposit in the U.S. Mail, postage pre-paid if addressed as follows:

To RWJUH at:

Robert Wood Johnson University
Hospital
One Robert Wood Johnson Place
New Brunswick, NJ 08901
Attention: Sr. VP Medical Affairs
Chief of Staff

To JSUMC at:

Jersey Shore University Medical
Center
1945 Route 33
Neptune, NJ 07753
Attention: Steven G. Littleson
President

With a Copy to:

Meridian Hospitals Corporation
1350 Campos Parkway
Neptune, NJ 07753
Attention: Legal Affairs

or, in the case of either party, to such other person, firm, corporation, or other entity or address as such party shall have specified by notices to the other party, which notice has been given consistent with the above provisions.

17. **Use of Other Facility's Name.** Neither party shall use the name of the other party 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.


18. **Ability to Contract With Others.** Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital or occupational health department, on either a limited or general basis, while the Agreement is in effect.

19. **Choice of Facility.** Nothing in this Agreement shall be construed to state or supersede a patient's choice of facility in the event that a transfer is needed, except as may be required in an emergency situation.

20. Amendment. This Agreement shall not be modified or amended without the mutual agreement of both parties. Any modification or amendment shall be attached to and become part of this Agreement.

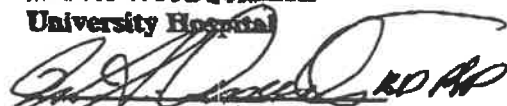
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

Jersey Shore University
Medical Center


Steven G. Littleton, President

Date: 4/9/07

Robert Wood Johnson
University Hospital


Peter Amata, M.D.
SVP, Medical Affairs
Chief of Staff

Date: _____