

**AFFILIATION AND TRANSFER AGREEMENT FOR
ACUTE CARE PATIENTS
BETWEEN
ST. JOSEPH'S UNIVERSITY MEDICAL CENTER
AND
ST. MARY'S HOSPITAL**

AGREEMENT made this 25th day of June, 2019, by and between **ST. JOSEPH'S UNIVERSITY MEDICAL CENTER**, having principal locations at 703 Main Street, Paterson, New Jersey 07503 and 224 Hamburg Turnpike, Wayne, New Jersey 07470 (hereinafter "St. Joseph's") and **ST. MARY'S HOSPITAL** located at 350 Boulevard, Passaic, New Jersey 07055(hereinafter "Transferring Institution").

WHEREAS, the parties desire to enter into this Affiliation and Transfer Agreement to facilitate the care and transfer of patients receiving care at Transferring Institution who may require tertiary services not available at Transferring Institution pursuant to sound medical practice and New Jersey State requirements; and

WHEREAS, St. Joseph's is an acute care hospital licensed by the State of New Jersey and has the staff and equipment necessary to provide emergency care and hospital services; and

WHEREAS, the parties wish to insure continuity of care and treatment appropriate to the needs of patients;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties do hereby enter into this Agreement and agree as follows:

1. TRANSFERS

When the transfer of a patient is desired because of the lack of availability of tertiary services and resources at Transferring Institution, the parties agree that the patient may be transferred between the two facilities pursuant to the following guidelines:

a. Process for Initiating Transfer for: Acute to Acute Care Patients

(i) Emergency Patients - When it is determined by a clinician at Transferring Institution that a patient may have an emergency medical condition that requires transfer to St. Joseph's, Transferring Institution shall contact the St. Joseph's Transfer Center by dialing 1-855-SJ ADMIT (1-855-752-3648). All calls made to the St. Joseph's Transfer Center are recorded. The Transfer Center RN will contact the caller's physician of choice; if the caller does not have a preference, the Transfer Center RN will contact the specialist ON CALL. The Transfer Center RN will connect the referring clinician to the St. Joseph's attending physician. The St. Joseph's attending physician determines whether the patient can or cannot be accepted onto his/her service and informs the Transferring Institution of the decision. The St. Joseph's attending physician notifies the Transfer Center of the disposition request and particulars regarding the

patient. St. Joseph's shall determine whether or not it has the capacity and availability to accept the patient for transfer and so notifies the accepting physician and Transferring Institution. If St. Joseph's has the capacity and availability to accept the patient, the patient shall be transferred pursuant to this Agreement. If St. Joseph's does not have the capacity and availability to accept the patient at that time, it shall so notify the accepting physician and Transferring Institution of such. All transfers shall be in accordance with St. Joseph's - Policy - (attached) regarding Transfers of Patients from Other Facilities.

(ii) Non Emergency Patients - Unless the patient has an emergency medical condition and time does not allow, the Transferring Institution shall fax appropriate documentation to the Transfer Center at (973) 754-2208 to the attention of the Transfer Center RN at St. Joseph's. This shall include information about the patient's need for tertiary services, including the most recent diagnostic test results, lab values, progress notes, nurses' notes, medication administration sheet, the face sheet with insurance information, consults related to the tertiary services required and verification from the patient's insurance company that the transfer has been approved, consent to transfer (see b. below) and a signed Transfer for Procedures Form ESI#118067 (attached). **In the event that the Transfer for Procedures Form ESI#118067 is not signed by the Transferring Institution, the Transferring Institution agrees in good faith to accept the patient as a transfer return once the tertiary level of care has been provided by St. Joseph's.** All transfers shall be in accordance with St. Joseph's attached - policies regarding transfers and admissions.

(iii) Testing or Procedures – When it is determined by a physician at the Transferring Institution that a patient in the Transferring Institution requires specialty testing or procedures not available at the Transferring institution, Transferring Institution may request that St. Joseph's accept the patient for purposes of this testing or procedure (e.g. radiological exams, laboratory tests). The Transferring Institution shall contact the Transfer Center at 1-855-SJ ADMIT (1-855-752-3648) and provide all information requested, including but not limited to all pertinent diagnostic testing results. St. Joseph's Transfer Center shall notify Transferring Institution as to whether St. Joseph's has the capability and capacity to perform the requested exam or procedure at that time. All transfers to St. Joseph's shall be in accordance with St. Joseph's attached Administrative Policies regarding transfer and admissions.

b. Patient Consent to Transfer - Patients shall not be transferred without the prior written consent of the patient (or if not legally able to consent, the patient's parent or a person with legal authority to consent for the patient), provided however, that in the event of a medical emergency, the transfer shall nevertheless be effected even if Transferring Institution is unable, after reasonable efforts under the circumstances, to obtain the consent of the parent or other legal guardian in a timely fashion. Responsibility for obtaining the consent to transfer lies with the Transferring Institution and the written consent form shall be faxed to the Transfer Center at (973) 754-2208. A copy shall also accompany the patient upon transfer. In instances in which consent cannot be obtained in advance of transfer, the Transferring Institution shall follow its own internal procedures for obtaining administrative approval for transfer, shall accept responsibility for the transfer, and shall document the circumstances in the medical record. The institution providing treatment should obtain separate consents to treatment from the patient (or

if not legally able to consent, the patient's parent or other person legally able to consent for the patient).

In addition, other than with patients with an emergency medical condition, the Transferring Institution shall obtain prior to transfer the acknowledgement of the patient (or if not legally able to consent, the patient's parent or other person legally able to consent for the patient) of the patient's (parent's or legal representative's) financial responsibility for services that are determined by the patient's insurance company or payor not to be medically necessary or for which payment is denied or reduced.

(i) Neurosurgical Patients - Patients requiring a transfer for neurosurgical evaluation or intervention will have a complete medical assessment performed and documented by the Transferring Institution. The Transferring Institution's Physician will utilize all available methods to stabilize the patient prior to transfer including intubation. Once the patient is stabilized, the Transferring Institution's physician will contact the St. Joseph's Transfer Center at 1-855-SJ ADMIT (1-855-752-3648) and the Transfer Center RN will connect the transferring physician to the Neurosurgeon on call. After consultation with the Transferring Institution's Physician, the St. Joseph's Neurosurgeon accepting the patient will notify the St. Joseph's Transfer Center RN and follow the above procedure in **Emergency Patients 1.a.(i)**.

In addition, a Transfer for Procedures Form ESI#118067 (attached) will be faxed to the Transferring Institution upon determination that St Joseph's has the capacity to accept the patient. In the event that the Transfer for Procedures Form ESI#118067 is not signed by the Transferring Institution, the Transferring Institution shall in good faith accept the patient as a transfer return once the tertiary level of care has been provided by St. Joseph's.

(ii) Trauma Patients - Patients requiring a transfer for evaluation or treatment of traumatic injuries will have a complete medical assessment performed and documented by the Transferring Institution's Emergency Department Physician. The Transferring Institution's Emergency Department Physician will utilize all available methods to stabilize the patient prior to transfer including intubation. Once the patient is stabilized, the Transferring Institution will contact the St. Joseph's Trauma Surgeon on call by contacting the St. Joseph's Transfer Center 1-855-SJ ADMIT (1-855-752-3648). The Transfer Center will connect Transferring Institution's Physician to the Trauma Surgeon On Call. After consultation with the Transferring Institution's Physician, the St. Joseph's Transfer Center will notify the Emergency Department Charge Nurse of the Trauma Surgeon's decision to accept the patient and follow the above procedure in **Emergency Patients 1.a.(i) above.**

A Transfer for Procedures Form ESI#118067 will not be faxed; however, the Transferring institution shall in good faith accept the patient as a transfer return once the tertiary level of care has been provided by St. Joseph's.

(iii) Oral Maxillofacial Patients(OMF) - When the transfer of a patient with any of the diagnoses listed below is desired because of the lack of availability of tertiary services and

resources at Transferring Institution, the parties agree that the patient may be transferred between the two facilities pursuant to the following guidelines:

Patients requiring a transfer for evaluation or treatment of injuries will have a complete medical assessment performed and documented by the Transferring Institution's Emergency Department Physician. The Transferring Institution's Emergency Department Physician will utilize all available methods to stabilize the patient prior to transfer including intubation. Once the patient is stabilized, the Transferring Institution will contact the St. Joseph's Oral Maxillofacial (OMF) Second Year Resident on call by contacting the St. Joseph's Transfer Center 1-855-SJ ADMIT (1-855-752-3648). The Transfer Center will connect Transferring Institution's Physician to the Second Year Resident On Call. After consultation with the Transferring Institution's Physician, the St. Joseph's Transfer Center will notify the Emergency Department Charge Nurse of the OMF Surgeon's decision to accept the patient and follow the above procedure in **Emergency Patients 1.a.(i) above.**

This Agreement shall apply to the following diagnoses:

Mandible fractures (808.21 through 802.29)

Mandible fractures (802.31 through 802.39)

Open alveolar fractures (802.9)

Midface fractures (802.4 through 802.7)

Frontal bone fractures (801.0 and 801.5)

TMJ dislocation (830.0)

Severe odontogenic infection (528.3, 682.0 and 478.22)

Acute osteomyelitis of the jaw (526.4)

Patients with conditions other than those listed above will be considered for transfer on a case by case basis.

In addition, a Transfer for Procedures Form ESI#118067 (attached) will be faxed to the Transferring Institution upon determination that St Joseph's has the capacity to accept the patient. In the event that the Transfer for Procedures Form ESI#118067 is not signed by the Transferring Institution, the Transferring Institution shall in good faith accept the patient as a transfer return once the tertiary level of care has been provided by St. Joseph's.

c. Transport - It shall be the responsibility of the institution transferring the patient to the other institution to coordinate appropriate transportation and personnel to transport the patient to the receiving institution. The institution providing the transport shall bill for all transports it provides. St. Joseph's assumes no responsibility for the transfer or safety of the patient while in transit and will incur no liability in connection therewith.

d. Records and Information - The Transferring Institution agrees to transmit all pertinent medical and financial information regarding the patient being transferred to the receiving institution, as requested by the receiving institution. Copies of all necessary and appropriate portions of the patient's medical record shall accompany the patient upon transfer. Such information shall include current medical findings, diagnosis, nutrition and dietary

information, ambulatory status, radiological films, cardiac cath CDs and any other information appropriate for provision of patient care.

e. Availability of Physicians and Information at Both Institutions - The appropriate physicians at each institution shall be reasonably available to the physicians at the other institution for consultation with respect to the care and treatment of any patient who is referred and/or transferred pursuant to this Agreement. In addition, each of the institutions agrees to provide the other with all available information concerning the patient, as legally permissible.

f. Personal Property - Whenever a patient is transferred, any personal property shall be transported safely and shall be the responsibility of the Transferring Institution until received by and signed for by the receiving institution.

2. FINANCIAL RESPONSIBILITY FOR SERVICES PROVIDED

a. Billing and Collection - Each party shall bill and collect for the services that it provides to the patient. Both parties shall cooperate with the other in providing information necessary for payment.

b. Pre-approvals - It is the responsibility of the Transferring Institution to obtain any approval or pre-certification required by the patient's payor for admission to, diagnosis, treatment or other care at St. Joseph's. Should such approval not have been obtained, Transferring Institution shall be responsible for all costs associated with a transferred patient's care at St. Joseph's to the extent such are not reimbursed by the patient's insurance.

c. Pending Status - If a patient who is transferred has applications in progress for Medicaid or Charity Care, the Transferring Institution must follow up on the pending application and communicate all information received to St. Joseph's promptly upon receipt or as requested by St. Joseph's Patient Accounts Department.

d. Satisfactory Payment Arrangements - St. Joseph's has the right to require that satisfactory payment arrangements be made prior to transfer for any elective or non-emergency treatment or procedure. In accordance with N.J.S.A. 26:2H-18.64; N.J.A.C. 43G-4.1(a)(2): "A person who is seeking health care services at a hospital as a patient for a non-emergency or elective procedure who does not furnish proof of health insurance coverage for the services or eligibility for charity care or reduced charge charity care or for any other program of benefits shall be required to provide sworn financial information sufficient to determine eligibility for any such program or benefits." If the person or the Transferring Institution does not provide the required financial information or St. Joseph's determines that the person is ineligible for any of the benefits, St. Joseph's is entitled to require that the person transferred, or the Transferring Institution, make payment for the services to be received prior to, or subsequent to, provision of such services. Should St. Joseph's not receive payment from the patient, or on behalf of the patient, within 30 days after provision of such elective or non-emergency services, St. Joseph's may bill, and Transferring Institution shall pay, for such services, in accordance with St. Joseph's charges. No information in addition to the UB92 or bill shall be required for payment purposes.

e. **Contact Person at Transferring Institution** – The Transferring Institution shall provide the name and phone number of a person at the Transferring Institution for billing and collection purposes.

3. TRANSFER BACK

When the condition of a transferred patient improves so that the tertiary service capability of the receiving hospital is no longer required, St. Joseph’s may transfer the patient back to the Transferring Institution, and the Transferring Institution shall accept the patient back as indicated in the Transfer For Procedures Form ESI#118067. This is not intended to influence the free choice of the patient in selecting providers, facilities or services, nor is it intended to influence the independent medical judgment of the medical staff of either the sending or receiving institution.

4. DISASTER DECLARATION AND EVACUATIONS

In the event of a disaster affecting one of the parties to this Agreement, a representative of the affected party may contact the CEO or designee of the other party for assistance in effectuating patient transfers. All other provisions of this Agreement will be in full force and effect, unless waived by the CEO of the accepting party for purposes of emergency assistance, so long as such waiver is not in violation of any applicable law. The parties agree to accept transfers of patients in such an event to the extent that the accepting party has the capability and capacity to do so. Patient transfers pursuant to this section will be subject to all provisions of this Agreement.

5. TERM, TERMINATION AND REVIEW

This Agreement shall commence on the date first above written and remain in effect for three years from such date and may be renewed for a subsequent three-year period upon mutual written consent of the parties unless terminated (in whole or in part) upon 30 days’ written notice by either party at any time, or upon the mutual consent of the parties at any time. Notwithstanding the foregoing, either party may terminate the Agreement immediately upon the loss of either party’s operating certificate, loss of either’s insurance, or material breach of contract not cured within 15 days after written notice.

6. INSURANCE

Each of the parties shall maintain, at all times, professional liability insurance in an amount not less than \$1million per occurrence/\$3 million in the aggregate and general liability insurance in the amount of not less than \$1 million. Such insurance coverage may be with commercial insurers or under a program of self-insurance. Each of the parties shall on a yearly basis provide the other with a certificate of insurance or a copy of its formal trust agreement evidencing the foregoing insurance coverage.

7. INDEPENDENT CONTRACTORS

It is agreed that each of the parties is an independent contractor and neither is the agent of the other. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other similar affiliation between the parties.

8. GOVERNING LAW

This agreement and the rights of the parties shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

9. NOTICE

All notices required or permitted under this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, to the parties' addresses listed below:

Transferring Institution: St. Mary's Hospital
350 Boulevard
Passaic, New Jersey 07055
Attn: Edward Condit
President and Chief Medical Officer

St. Joseph's: St. Joseph's University Medical Center
703 Main Street
Paterson, New Jersey 07503
Attn: Lisa M. Brady
Senior Vice President/Chief Operating Officer
Copy to: Vice President and General Counsel

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreements and understandings. No amendments may be made to this Agreement except by a writing signed by both parties.

11. NON-EXCLUSIVITY

Nothing in this Agreement shall prohibit either party from affiliating or contracting with any other hospital, referring facility, or other entity for any purpose.

12. NON-DISCRIMINATION

In accordance with Federal, State, and local laws, each of the parties agrees not to discriminate on the basis of race, color, handicap, disability, sexual orientation, national origin, alienage or citizenship status, creed, gender, blindness, age, veteran status, marital status, or source of payment.

13. RETENTION OF RECORDS

Each of the facilities agrees that it and any and all of its subcontractors shall retain and make available, upon request, for a period of four years after the furnishing of services under this Agreement, copies of this Agreement and any books, documents, and records that are necessary to certify the nature and extent of the costs associated with the services as may be requested by the Secretary of the U.S. Department of Health and Human Services or the Comptroller general or any of their duly authorized representatives.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Both parties agree to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA) regarding privacy and security of protected health information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**ST. JOSEPH'S UNIVERSITY
MEDICAL CENTER**

ST. MARY'S HOSPITAL

By: Kevin Slavin  10/07/2019 08:32 PM EDT
Kevin Slavin
President and Chief Executive Officer

By: Edward Condit
Edward Condit
President and Chief Medical Officer