

TRANSFER AGREEMENT FOR TRAUMA SERVICES

THIS TRANSFER AGREEMENT FOR TRAUMA SERVICES (this “Agreement”) is made effective as of the date of the last signature below (“Effective Date”), by and between **AHS HOSPITAL CORP./MORRISTOWN MEDICAL CENTER** (referred to herein as “receiving institution”), a New Jersey non-profit corporation, with its principal place of business at 100 Madison Avenue, Morristown, New Jersey; and **Prime Healthcare Services – Saint Clare’s, LLC dba: Saint Clare’s Denville Hospital** located at 25 Pocono Road, Denville, NJ 07834 and/or **Prime Healthcare Services – Saint Clare’s, LLC dba: Saint Clare’s Dover Hospital** located at 400 West Blackwell Street, Dover, NJ 07801 (referred to herein as “transferring institution”).

WHEREAS, the receiving institution is licensed by the State of New Jersey Department of Health as a Level 2 Trauma Center in accordance with N.J.A.C. 8:43G-2.12 *et seq.*; and

WHEREAS, the transferring institution is an acute care hospital dedicated to the provision of patient care of residents of its community; and

WHEREAS, The parties hereby agree to participate in a cooperative program of transfer in order to promote the optimum utilization of each acute care institution for providing care and to arrange for the timely transfer of TRAUMA patients and their records between the facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in the interest of good patient care, and other valuable consideration, the parties hereto agree as follows:

1. The transferring institution shall transfer a patient:
 - a) to the receiving institution only when the transferring institution is unable to provide the type or level of medical care appropriate for the patient’s needs, including but not limited to pediatric and trauma patients, in need of specialized care not provided by the transferring institution, in accordance with N.J.A.C. 8:43G-12.2. The transferring institution shall make an immediate effort to notify the patient’s primary care physician and the next of kin, and document that the notifications were received, when possible; or
 - b) when the transfer is requested by the patient, or by the patient’s next of kin or guardian when the patient is mentally incapacitated or incompetent.
2. The transferring institution shall ensure that a physician provides the patient with an explanation of the reasons for transferring the patient to another facility, information about alternatives to the transfer, verification of acceptance from the receiving facility, and assurance that the movement associated with the transfer will not subject the patient to substantial, unnecessary risk of deterioration of his or her medical condition. This explanation of the transfer shall be given in advance to the patient, and/or to the patient’s next of kin or guardian except in a life-threatening situation where immediate transfer is necessary.
3. Each institution shall have exclusive control of the policies, management, assets and affairs

of its respective facilities, including medical staff membership privileges of physicians in each institution. Except as otherwise set forth herein, charges for services provided by each institution to patients admitted to the respective institution shall be collected by the institution which rendered the services from either the patient or any appropriate third-party payers normally billed by the institution. Neither institution shall have any liability to the other for such charges. This provision does not preclude separate agreements between the two facilities for the sale, purchase or exchange of supplies or services, including without limitation drugs and diagnostic or therapeutic services, and payment or reimbursement for such supplies or services shall be as provided in such agreements.

4. The receiving institution agrees to provide necessary in-patient services for transferees of the transferring institution when suitable accommodations are available and when such admittance is made in accordance with the receiving institution's established policies and procedures where the patient's attending or treating physician has determined that transfer is necessary, the transfer complies with New Jersey Department of Health Regulation N.J.A.C. 8:43G-4.1(a)(15) and (16), and such is certified by Utilization Management. No transfer shall be made until the receiving institution has advised the transferring institution that adequate facilities will be available to the patient at the time of the proposed transfer. All transfers shall be made in compliance with the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd(b) ("EMTALA").
5. Each institution shall provide the other with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients from the transferring institution. The receiving institution shall inform the transferring institution specifically where transferring patients are to be delivered at the receiving institution.
6. The receiving institution shall make available its diagnostic and therapeutic services to patients of the transferring institution on an outpatient basis as ordered by the patient's attending physician provided all admission requirements of the receiving institution are met.
7. The patient or, if indicated, the patient's relatives or persons or agencies responsible for the patient shall be given adequate notice by the transferring institution prior to the transfer. The transferring institution shall be responsible for obtaining the consent of the patient or the patient's responsible party to the transfer to the receiving institution prior to the transfer.
8. In an emergency prior to transfer to the receiving institution, the transferring institution's medical staff shall institute and maintain stabilizing intervention on the patient so that the patient will be able to tolerate transfer safely under the particular circumstances presented. The transferring institution shall be responsible for summoning paramedics and explaining the nature of the problem and the stabilizing measures being instituted by the transferring institution.
9. The transferring institution shall document all interventions and sequence of events in the chart and complete the chart up to the time of transfer. Copies of the complete records

relating to the medical condition as well as other pertinent patient records shall be given to the transport team or patient for delivery to the receiving institution.

10. The transferring institution shall assume responsibility for prompt exchange of patient information to enable the receiving institution to determine its ability to provide the required care and services to the patient. Both facilities agree to comply with their respective obligations under the Health Insurance Portability and Accountability Act (“HIPAA”) and the regulations promulgated thereunder.
11. Admission of a patient to the receiving institution will only be made by a member of the receiving institution Medical Staff. The care and treatment to be rendered at the receiving institution to the patient transferred from the transferring institution shall be in the sole discretion of the physician to whose care the patient was admitted at the receiving institution. Notwithstanding the foregoing, the transferring institution and the receiving institution agree to promote open communication among the patient’s private physician, the referring physician, the receiving institution’s surgeons and any other physician who is brought on the case for consultation.
12. The transferring institution and the receiving institution agree to exercise their best efforts to provide prompt admission of patients and undertake and assure the continuity of patient care in order that the purposes of this Agreement may be most fully carried out. Transfer and referral documents as mutually agreed upon by the two institutions shall be completed prior to patient transfer to either institution, or as promptly as possible in the case of an emergency, to determine the appropriateness of the placement and to ensure continuing care to the patient. The transfer and referral forms shall include but not be limited to:
 - (a) Name, address and age of patient;
 - (b) Name address and telephone number of patient’s next of kin;
 - (c) Available history;
 - (d) Records related to the individual’s emergency medical condition;
 - (e) Observation signs or symptoms;
 - (f) Preliminary diagnosis;
 - (g) Results of diagnostic studies or telephone reports of the studies;
 - (h) Treatment provided, including medications given (with amount and time) and intravenous (IV) fluids (with type and amount);
 - (i) Results of any test;
 - (j) Informed written consent of individual being transferred and physician certification; and
 - (k) Other records (e.g., test results not yet available), as soon as practicable after transfer.
13. In addition to the foregoing information, the transferring institution shall provide the following information:

- (a) The patient's responsible party (name, address and home and business telephone number) and relationship to the patient;
 - (b) Whether the patient has executed an advance directive (i.e., a living will, durable power of attorney). If so, certified copies of the directive(s) shall be included with the transfer and referral documentation;
 - (c) 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. A certified copy of any letters of guardianship and/or copy of a power of attorney are to be included when available. In the event that a guardian is needed for consent (to the transfer or any procedure/service to be provided by the receiving institution), the transferring institution shall be responsible for the appointment of a legal guardian;
 - (d) The name and telephone number of the patient's attending physician; and
 - (e) Such other pertinent information as the transferring institution may possess or the receiving institution may request.
14. The records described above, and the patient's valuables and personal effects that are being transferred, 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 receiving institution when it receives the records and the patient's valuables and personal effects. The receiving institution shall have no responsibility for a transferred patient's valuables and personal effects and information related to them until it has acknowledged receipt of them.
15. When a patient has been transferred to the receiving institution, the receiving institution shall provide periodic reports on the status and progress of the patient to the referring physician at the transferring institution provided the patient or the patient's responsible party has consented to this disclosure of information or the disclosure is otherwise permitted by law.
16. Safe and appropriate transportation services shall be arranged by the transferring institution to provide expeditious and medically safe transfer through an ambulance service which complies with New Jersey Department of Health standards for ambulance and coach services and staffed by health professional with special training in trauma care. Communication with any ambulance service used shall be maintained by the transferring institution.
17. Both parties shall carry professional and general liability insurance or provide for coverage through a self-insurance program and each shall, if requested by the other, submit adequate proof of the existence of such coverage. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party.

18. Each party agrees that it will indemnify and hold harmless the other from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its employees and agents arising out of this Agreement and its performance hereunder, except to the extent such damage or injury is caused by the negligent acts or omissions of the other party and/or its employees and agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suits instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.
19. Neither party shall use the name of the other institution in any promotional or advertising material unless review and approval of the intended use shall have first been obtained from the institution whose name is to be used.
20. In as much as the primary consideration of the parties hereto is care of patients according to their needs, all patients shall be admitted to either institution and transferred between the institutions and services provided without regard to age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law. There shall be no distinction in eligibility for, or in the manner of providing, patient service by or through either institution. Each institution shall remain Medicare/Medicaid certified, shall accept and treat Medicare/Medicaid patients and shall remain eligible for payment from the Medicare/Medicaid programs.
21. Nothing in this Agreement shall be construed as limiting the right of either party to agree, contract or affiliate with any other institution or health care facility on either a limited or general basis while this Agreement is in force and effect.
22. This Agreement may be terminated by either party with or without cause upon sixty (60) days' prior written notice. Any such notice of termination shall be sent to the respective addresses for the parties set forth above. This Agreement shall terminate automatically should either institution fail to maintain its license, certification or other necessary legal or regulatory qualification.
23. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize their licensure, the Joint Commission accreditation, participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or if for any other reason said performance should be in violation of any statute, regulation, ordinance, or be otherwise deemed illegal, this Agreement shall be renegotiated so as to eliminate the violation or noncomplying aspects hereof, but without altering other rights and obligations of the parties hereunder.

24. Unless otherwise stated herein, the transfer shall be temporary and for a specific procedure or service with the intent that the patient will be returned to the transferring institution. The transferring institution agrees to accept the patient back for continued care upon completion of the procedure or service that necessitated the transfer, provided the patient is stabilized within the meaning of EMTALA. In the event a patient is transferred to the receiving institution from the transferring institution under this Agreement, the transferring institution agrees to make available to such returning patient the first available bed of any type for the patient appropriate to the level of care required. In the event the transferring institution fails to make available to a returning patient the first available bed of any type appropriate for that patient's level of care, the receiving institution shall contact the responsible party at the transferring institution to discuss the problem and to arrange a conference. If the conference cannot resolve the problem and the receiving institution believes that this Agreement is being violated, it shall constitute grounds for immediate cancellation of the Agreement.
25. The Agreement shall commence as of the Effective Date and shall be for a period of one (1) year. Upon expiration of the Term, this Transfer Agreement shall automatically renew for successive one-year terms (each a "Renewal Term") unless terminated by either party upon sixty (60) days' prior written notice to the other.
26. This Agreement shall be governed by and construed pursuant to the laws of the State of New Jersey.
27. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral negotiations and prior agreements and understandings between the parties, whether oral or written. This Agreement may not be amended or modified in any manner except by a written instrument signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party shall have the right to assign this Agreement or any of its rights or obligations without the prior written consent of the other party.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, by executing this Transfer Agreement on the day and year written below, the Parties hereto have evidenced their consent to the use of electronic signatures and their intent to be bound by the terms of this Transfer Agreement. The Parties agree that executing this Transfer Agreement electronically shall have the full force and effect of a paper document with handwritten signatures for the purposes of validity, enforceability and admissibility.

**AHS HOSPITAL CORP./
MORRISTOWN MEDICAL CENTER**

DocuSigned by:
Patricia O'Keefe, PhD, RN
By: _____
Name: Patricia O'Keefe, PhD, RN
Title: President, Morristown Medical Center
Vice President, Atlantic Health System, Inc.
Date: 9/12/2021

Prime Healthcare Services

DocuSigned by:
Brian Feinstein
By: _____
Name: Brian Feinstein
Title: CEO
Date: 9/9/2021