

**TRANSFER AGREEMENT
BETWEEN
CAPE REGIONAL MEDICAL CENTER
AND
ATLANTICARE REGIONAL MEDICAL CENTER, CITY CAMPUS**

AtlantiCare Regional Medical Center, City Campus, a designated Level II Trauma Center ("Hospital") and Cape Regional Medical Center, ("Facility") (hereinafter together referred to as "Institution or Institutions") desiring, by means of an agreement, to assure continuity of care and treatment appropriate to the needs of each patient, to guarantee that skills and resources are coordinated to improve patient care and to facilitate the timely transfer of patients and records from the Facility to the Hospital, agree as follow:

1. Facility acknowledges that Hospital, which retains responsibility for the safety and quality of services offered to its patients, is subject to the regulations and standards of The Joint Commission and will comply with such standards and regulations with respect to the substance of this Agreement. Facility warrants that it possesses and shall at all times maintain all necessary and appropriate license and certifications, if any, required to perform its obligations under this Agreement, and that services under this Agreement will be performed in accordance with commonly recognized and professionally accepted standards.
2. Hospital hereby agrees, upon the terms and conditions set forth herein, to accept and admit any patients that meet trauma criteria as determined by Facility in coordination with the Hospital as the Facility requests to be transferred from the Facility to the Hospital. This Agreement is established in accordance with N.J.A.C. 43G:12.2 and 12.15(c), which requires hospitals to develop and maintain inter-hospital transfer agreements and protocols for trauma patients.
3. The Facility shall send to the Hospital with each patient at the time of transfer or, in the case of an emergency as soon as possible after transfer, a completed transfer referral form which includes such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the Facility, nursing and dietary information, ambulation status and pertinent administrative and social information.
4. The Facility will be responsible for the transfer or other appropriate disposition of the patient's personal effects, including money and other valuables. If valuables are transferred, a note will be entered into the chart listing the valuables and the date sent. All personal effects shall be the responsibility of the patients or their representative.

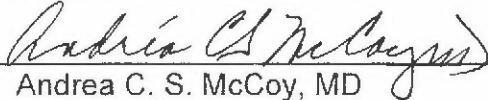
5. The Facility will be responsible for effecting the transfer of the patient and will assist in arranging for safe and appropriate transportation. The Facility will have the responsibility for obtaining the patient's consent or the consent of the surrogate decision maker to the transfer. The costs or charges connected with a physician transfer of a patient (such as by ambulance) will be the sole responsibility of the patient. Nothing in this Agreement shall be construed as making the transferring carrier an agent of either party.
6. Charges for services rendered to patients shall be collected by the Institution rendering such services directly from the patient, third party payer or other source responsible for payment it being specifically acknowledged that neither Hospital or Facility shall have the responsibility or liability to the other to satisfy such charges.
7. Nothing in this Agreement shall be construed as limiting the rights of each Institution to enter into similar agreements or to otherwise contract on a limited or general basis with any other institution.
8. Both parties shall attempt to resolve any disputes, disagreements or misunderstandings which may arise under this Agreement through discussion between representatives of appropriate persons.
9. This term of Agreement shall be for one (1) year, commencing on September 1, 2021 and expiring on August 31, 2022. Notwithstanding the foregoing:
 - a. This agreement may be terminated by either party at any time without cause upon thirty (30) days prior written notice to the other party.
 - b. This agreement shall be renewed and extended for an additional term of one (1) year at each anniversary date of the execution of this Agreement, absent thirty (30) days advanced written notice of non-renewal by either party.
 - c. Facility may terminate this Agreement immediately for cause upon notice. "Cause" shall be defined as material breach of this Agreement or upon the occurrence of the following events: (i) Hospital's licensure or certification has been suspended, restricted, revoked or surrendered; (ii) Hospital fails to comply with any applicable federal or state law or regulation; or (iii) in Facility's judgment, Hospital acts in a manner that jeopardizes patient safety.
 - d. Hospital may terminate this agreement immediately for cause upon notice. "Cause" shall be defined as material breach of this Agreement or upon the occurrence of the following events: (i) Facility's licensure or certification has been suspended, restricted, revoked or surrendered; (ii) Facility fails

to comply with any applicable federal or state law or regulation; or (iii) in Hospital's judgment, Facility acts in a manner that jeopardizes patient safety.

10. (A) Both Hospital and Facility represent to the other that each is respectively licensed to perform the services which it offers to patients and shall notify the other Institution of any loss or reduction of license to provide the services offered.
- (B) Each Institution represents to the other that it participates in the Medicare and Medicaid programs in good standing.
11. Each Institution shall provide to the other the names or classifications of persons authorized to initiate, confirm, and accept the transfer of patients as soon as reasonably practicable. Hospital shall advise where transferring patients are to be delivered at its premises along with information as to the type(s) of resources available to offer services and the type of patients and health conditions that the Hospital will accept.
12. Hospital shall have appropriate access to medical records necessary for Hospital to provide services to a Facility patient in conformance with governing law, and Hospital agrees that information resulting from appropriate access to patient admission forms, physicians' orders and treatment documentation, or the like shall be held in strict confidence and shall be used solely for the purpose of documenting claims submitted by Hospital to Medicare, Medicaid or another third-party insurer.
13. The parties shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by applicable regulations of the United States Department of Health and Human Services regarding discrimination on the basis of race, color, handicap, or national origin or exclusion from participation, denial of benefits or other discrimination for which federal funds are used under any program or activity by either party.
14. The parties recognize that this Agreement is subject at all times to applicable federal, state and local laws and regulations. In the event that any such law or regulation or amendment to the same, is inconsistent with this Agreement (including if due to a change in the relationship between the parties), the parties shall use their best efforts to modify this Agreement to comply with such laws and regulations. If the parties cannot reach a mutually satisfactory modification to the Agreement within sixty (60) days of either party requesting renegotiation in accordance with the preceding sentence, an adversely affected party may terminate this Agreement upon thirty (30) days prior written notice.

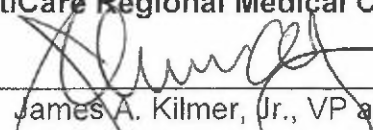
[Signature Page to Follow]

Cape Regional Medical Center

By: 
Andrea C. S. McCoy, MD
Chief Medical Officer

Date: 10-21-2021

AtlantiCare Regional Medical Center, City Campus

By: 
James A. Kilmer, Jr., VP and CAO

Date: 10/27/2021