

**ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL**  
**TRANSFER AGREEMENT**

**THIS TRANSFER AGREEMENT** (this "Agreement") made this \_\_\_\_ day of August, 2015, between **ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL, INC.**, a New Jersey non-profit corporation, with its principal place of business at One Robert Wood Johnson Place, New Brunswick, NJ, 08903 (**Level I Trauma Center; "RWJUH"**) and **CAPITAL HEALTH SYSTEM, INC.**, a New Jersey Non-Profit Corporation (**Level II Trauma Center "Transferring Institution"**).

The parties hereby agree to enter into this Transfer Agreement to facilitate the transfer of pediatric and adult trauma patients receiving care at **Transferring Institution** who may require (in the opinion of the patient's attending or treating physician) specialized trauma care pursuant to sound medical practice and New Jersey state requirements. In consideration of the mutual advantages to be obtained and in the interest of good patient care, the parties hereto agree as follows:

1. 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 facility. Except as otherwise set forth herein, charges for services provided by each facility to patients admitted to the respective facility shall be collected by the facility that rendered the services from either the patient or any appropriate third-party payers normally billed by the facility. 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.
2. **RWJUH** agrees to provide necessary specialized trauma care to pediatric and adult patients of **Transferring Institution** requiring (in the opinion of the patient's attending or treating physician) additional or alternate advanced medical investigation, care and treatment when suitable accommodations are available and when such admittance is made in accordance with **RWJUH**'s established policies and procedures where the patient's attending or treating physician has determined that transfer is necessary, the transfer complies with applicable state laws, including New Jersey Department of Health Regulation N.J.A.C. 8:43G-4.1(a)(15) and (16), and such is certified by **RWJUH**'s Transfer Center. No transfer shall be made until **RWJUH** has advised **Transferring Institution** that adequate accommodations 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). The decision to transfer a patient to **RWJUH** shall be made by the patient's attending or treating physician, after due consideration of all relevant factors, including the rights of the patient and the interests of the patient's family and after exchange of information between the patient's attending or treating physician and the **RWJUH** Transfer Center.
3. Each institution shall provide the other with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients pursuant to this Agreement. **RWJUH** shall inform the **Transferring Institution** specifically where transferring patients are to be delivered at **RWJUH**.

4. **RWJUH** shall provide inpatient, acute care hospital services for **Transferring Institution's** patients when such admission is made in accordance with **RWJUH's** established policies and procedures where the **Transferring Institution's** attending or treating physician has determined that hospitalization at **RWJUH** is medically necessary. No transfer shall be made until **RWJUH** has advised **Transferring Institution** that adequate facilities will be available to the patient at the time of the proposed transfer. Admission of **Transferring Institution's** patient to **RWJUH** will be made only by a member of the **RWJUH's** Medical Staff. The parties agree that the patient may be returned to **Transferring Institution** as soon as medically appropriate and as determined in the judgment of either the **RWJUH** attending physician or the **RWJUH** Chief Medical Officer or his physician designee, in consultation with **Transferring Institution's** attending physician or the **Transferring Institution's** Chief Medical Office or his/her physician designee. **Transferring Institution** agrees to accept the patient as soon as feasible after the completion of services at **RWJUH**.
5. The patient and the patient's relatives or persons or agencies responsible for the patient shall be given adequate notice by **Transferring Institution** prior to the transfer. In addition, whenever possible, **Transferring Institution** will give **RWJUH** twenty four (24) hours advance notice of the transfer of the patient. The **Transferring Institution** shall be responsible for obtaining the consent of the patient's responsible party for the transfer to **RWJUH** prior to the transfer. **RWJUH** will obtain any required consents for treatment of the patient (including surgery, if necessary) after transfer and admission to **RWJUH**.
6. In an emergency situation that occurs prior to the patient's transfer to **RWJUH**, medical staff of the **Transferring Institution** 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. **Transferring Institution** shall be responsible for summoning necessary medical personnel and explaining the nature of the problem and the stabilizing measures being instituted.
7. **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 records relating to the medical condition as well as other pertinent patient records shall be given to the transport team or patient for concurrent delivery to **RWJUH**.
8. **Transferring Institution** shall assume responsibility for prompt exchange of patient information to enable **RWJUH** to determine its ability to provide the required care and services to the patient. Both parties agree to comply with their respective obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and the regulations promulgated thereunder. Both parties acknowledge that they are "covered entities" as defined in 45 C.F.R. § 160.103 and will comply with all the regulations regarding "Protected Health Information" as that term is defined in HIPAA and implementing regulations, including the Standards for Privacy of Individually Identifiable

Health Information at 45 C.F.R. Parts 160 and 164, as may be amended from time to time.

9. **Transferring Institution** and **RWJUH** agree to exercise their respective best efforts to provide and facilitate 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) current medical findings and diagnosis;
  - b) rehabilitative potential and physical status;
  - c) emotional and ambulation status;
  - d) summary of prior course of treatment, including recent physician progress notes;
  - e) current prescribed medications and dosage;
  - f) dietary needs and restrictions;
  - g) social information;
  - h) pertinent administrative information including Medicare/Medicaid status and third-party payer information; and
  - i) Nursing information.

If **RWJUH** determines that repeated studies on the patient are required, such studies will be performed at **RWJUH** for the purpose of establishing an appropriate course of treatment of the patient. Before repeat studies are conducted, the **RWJUH** treating physician will contact the referring physician to discuss the case. To the greatest extent possible, **RWJUH** will accept the results of **Transferring Institution's** diagnostic examinations, within the parameters established by **RWJUH's** peer review procedures.

10. In addition to the foregoing information, **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, parent, guardian or responsible party of the patient has executed an advance directive. 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;
  - d) The name, office telephone number, and pager/cell number of the patient's attending physician; and
  - e) Such other pertinent information as **Transferring Institution** may possess or

RWJUH may request.

11. 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 RWJUH when RWJUH receives the records and the patient's valuables and personal effects. RWJUH 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.
12. When a patient has been transferred to RWJUH, RWJUH 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 parent, legal guardian, or responsible party has consented to this disclosure of information or the disclosure is otherwise permitted by law.
13. Safe and appropriate transportation services shall be arranged by **Transferring Institution** to provide expeditious and medically safe transfer through an ambulance service that complies with applicable state law, including New Jersey Department of Health standards for ambulance and coach services. Records of communication with any ambulance service used shall be maintained by **Transferring Institution**. In connection with the safe transportation of the patient, the **Transferring Institution** will provide or insure the provision of appropriate nursing and/or medical personnel to accompany the patient. In addition, **Transferring Institution** shall make certain that all medication is clearly labeled and that there are sufficient amounts of same available for the transport.
14. Both institutions shall carry at least the minimum industry standard levels of 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. All insurance policies required shall be maintained in full force until all services under this Agreement are completed. Each policy shall contain the provision that there will be thirty (30) days prior written notice given to the other party in the event of cancellation of or material change in a policy.
15. 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.

16. Neither institution 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.
17. Inasmuch as the primary consideration of the parties hereto is care of patients according to their needs, all patients shall be admitted to **RWJUH** and transferred between the institutions and services provided without regard to race, creed, color, national origin, sex, handicap, finances, sexual preference, gender identification, or sponsor. There shall be no distinction in eligibility for, or in the manner of providing, patient service by or through either facility. Each institution further agrees to accept Medicare/Medicaid patients.
18. Nothing in this Agreement shall be construed as limiting the right of either party to agree, contract or affiliate with any other hospital or health care facility on either a limited or general basis while this Agreement is in force and effect. Nothing contained in this Agreement shall be interpreted or construed to require either party to refer its patients to the other party.
19. This Agreement shall commence on the day and year first above written and shall continue for a period of three (3) years, and may thereafter renew for successive periods of one (1) year upon mutual written consent of the parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days' prior written notice. Any such notice of termination shall be sent to the respective addresses for the parties set forth above with a copy to the Office of the President and CEO at the same addresses. This Agreement shall terminate automatically should either institution fail to maintain its license, certification or other necessary legal or regulatory qualification.
20. Each institution represents and warrants it is not a Sanctioned Person or Entity. For purposes of this Agreement the term "Sanctioned Person or Entity" means a person or entity that (a) has been excluded by the Office of the Inspector General of the Department of Health and Human Services from participation in Medicare, Medicaid or any state health care program (defined at 42 C.F.R. §1001.2) pursuant to 42 C.F.R. Part 1001 or (b) has been excluded by the State of New Jersey Department of Human Services from participation in New Jersey's Medicaid program pursuant to 42 C.F.R. Part 1002. Each party shall notify the other party within ten (10) days after it receives notice that it is a Sanctioned Person or Entity. Each shall have the right to terminate this agreement without penalty at any time after learning the other party is a Sanctioned Person or Entity.
21. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize their licensure, 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 non-complying aspects hereof, but without altering other rights and obligations of the parties hereunder.

22. This Agreement shall be governed by and construed pursuant to the laws of the State of New Jersey without giving rise to conflict of laws principles.
23. 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.
24. 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.

ROBERT WOOD JOHNSON  
UNIVERSITY HOSPITAL, INC.

By: 

Name: **Michael Antoniadis**  
Title: **Executive Vice President & COO**

**CAPITAL HEALTH SYSTEM,  
INC.**

By: 

Name: **Alexander Gladney, Esq.**  
Title: **Sr. Vice President &  
Chief Legal Officer**