

## INTER-FACILITY PATIENT TRANSFER AGREEMENT

This **INTERFACILITY PATIENT TRANSFER AGREEMENT** (hereinafter referred to as the "Agreement"), is made effective as of June 15, 2018 (the "Effective Date"), by and between University Hospital, a body corporate and politic, and an instrumentality of the State of New Jersey, located at 150 Bergen Street, Newark, New Jersey 07103 (hereinafter referred to as "UH"), and Prospect EOGH, Inc., located at 300 Central Avenue, East Orange, New Jersey 07018, (hereinafter referred to as "HOSPITAL"). UH and HOSPITAL are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**WHEREAS**, UH is a fully licensed acute care hospital, Level I trauma center and comprehensive stroke center; and

**WHEREAS**, HOSPITAL is a fully licensed acute care hospital; and

**WHEREAS**, HOSPITAL and UH have determined that it would facilitate quality patient care and promote the continuity of care and optimum use of their respective facilities to enter into a transfer agreement for the transfer patients between UH and HOSPITAL;

**NOW, THEREFORE**, in consideration of the mutual advantages to be enjoyed by the Parties, and the mutual covenants and agreements herein contained, HOSPITAL and UH agree as follows:

### 1. Scope and Purpose of Agreement.

Each Party hereby agrees to transfer and receive patients in need of the care provided by the respective Party for the purpose of providing improved patient care, continuity of patient care and compliance with the Center for Medicare and Medicaid Services' emergency preparedness requirements found at 42 C.F.R. § 482.15. [Additionally, as UH is a comprehensive stroke center, as set forth in N.J.S.A. 26:2H-12.28, HOSPITAL wishes to arrange for patients requiring stroke services to be transferred to UH in compliance with N.J.A.C. 43G-7A-3(a)(9).] Each Party agrees to make its diagnostic and therapeutic services available to patients of the other Party on an inpatient or outpatient basis, as ordered by the attending physician.

### 2. Patient Transfer.

2.1. The need for transfer of a patient shall be determined by the patient's attending/transferring physician. When such a determination has been made, and the transfer complies with the Applicable Laws, as defined below, the transferring Party shall contact the receiving Party as soon as practicable to discuss the impending transfer. All patients will be stabilized, as defined in the Emergency Medical Treatment and Labor Act at 42 U.S.C. § 1395dd ("EMTALA"), prior to transfer, unless the transferring Party obtains a consent to transfer from the patient or the patient's legal representative, as appropriate, prior to stabilization. For purposes of this Agreement, the "Applicable Laws" shall be defined as N.J.A.C. § 8:43G-4.1(a)(15)-(16), N.J.A.C. § 8:43G-12.7, N.J.A.C. § 8:43G-5.2, and the requirements of EMTALA.

2.2 The transferring Party shall provide the receiving Party with the names or titles of persons authorized to initiate, confirm, and accept the transfer of patient. The receiving Party shall state specifically where transferring patients are to be delivered at its premises, and the name and contact number of persons at the receiving Party if questions arise.

2.3 The receiving Party agrees to receive the patient as promptly as possible, provided that: (a) the patient satisfies the applicable receiving/admission requirements of the receiving Party; (b) bed space is available to accommodate the patient; (c) the patient or the patient's legal representative has given informed consent to the transfer; and (d) the Parties follow the agreed upon guidelines and procedures set forth herein. Prior to transferring the patient, the transferring Party must receive confirmation from the receiving Party that it has appropriate accommodations to accept the patient.

2.4 Parties agree to adopt standard forms for medical and administrative information necessary to determine the appropriateness of the placement and to facilitate continuing care of the patient. The information shall include, when appropriate and as available, and to the extent permitted by law, the following: (a) the name, address, Party identification or medical record number and age of the patient; (b) the name, address, and telephone number of the patient or the patient's legal guardian or next of kin; and (c) medical information, including (i) current medical findings; (ii) diagnosis; (iii) brief summary of course of treatment at the transferring Party (including, but not limited to, medications given and time and route of administration, laboratory and x-ray findings including films, fluids given, by type and volume, orders in effect at the time of discharge) and relevant medical history of the injury or illness and any drug or other allergies; (iv) rehabilitation potential; (v) the condition of the patient upon transfer; (vi) statement of the patient's psychosocial assessment and immediate needs; (vii) nursing and dietary information; and (viii) ambulation status.

2.5 As set forth in the New Jersey Department of Health regulation N.J.A.C. § 8:43G-5.2(b), the document shall also include: (a) documentation of the patient's, responsible party's or legal representative's informed consent to the transfer and treatment; (b) the reason for the transfer; (c) the signature of the physician who ordered the transfer; (d) name of physician at the receiving Party to whom the patient is to be transferred; (e) name of physician at the receiving Party who has been contacted about patient; (f) a copy of the patient's advanced directive where available or notice that the individual has informed the transferring hospital of the existence of an advanced directive; and (g) patient's third party billing data/health insurance information.

2.6 Except in the case of an emergency or if the information is not available, or its disclosure is not permitted by law, the information listed in Sections 2.4 and 2.5 above, is to be provided by the transferring Party to the receiving Party prior to the transfer. In an emergency, such information shall be provided with the patient at the time of transfer or, as promptly as possible thereafter. The transferring Party agrees to supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at the receiving Party.

**3. Transportation of a Patient.**

The transferring Party shall be responsible for arranging the safe transportation and care of the patient and the patient's personal effects including money and valuables ("Personal Effects") during the transfer in accordance with applicable federal and state law. Each Party agrees to adopt and use a form to inventory a patient's Personal Effects that shall accompany the patient during transfer. Personal Effects shall remain the responsibility of the patient and/or the patient's legal representative. If the patient or the patient's legal representative is unable to assume responsibility for the Personal Effects, only essential articles shall be transferred together with the patient; all non-essential articles should be held by the transferring Party. A notation of the patient's Personal Effects shall be made on the patient's transfer form.

**4. Patient Transfer/Return to Transferring Party.**

4.1. The Parties hereby agree and acknowledge the legal requirements placed upon the Parties for prompt discharge of patients who no longer require acute levels of hospital care. The respective Parties also recognize their joint responsibility for continuity of care. Therefore, in consideration of the acceptance of a patient from a transferring Party in order to provide necessary hospital service(s), in the event the receiving Party has performed the services that necessitated the transfer and the patient is in need of additional medical care prior to discharge, the transferring Party hereby agrees and acknowledges that it shall accept the return of the patient to the transferring Party's first available bed without regard to the patient's level of care (if less than acute) and/or source of payment. This Agreement constitutes the transferring Party's agreement to accept the transfer of the patient back to the transferring Party for the completion of the patient's treatment and care, after the service(s) have been provided by the receiving Party and the patient is stable, without the necessity for any further agreement between the Parties. Each Party agrees that transfers of patients shall be determined without regard to the patient's ability to pay or third party payor status; however, in the situation in which payor authorization is required, that authorization determination will prevail.

4.2. In the event the patient requires no further medical beyond the services that necessitated the transfer, the receiving Party may discharge the patient in accordance with the receiving Party's regular discharge procedures.

**5. Notice of Transfer; Consent.**

Except in an emergency when there is insufficient time for notice and/or consent, the patient and/or, if indicated, the patient's legal representative or next of kin, shall be given adequate notice of the proposed transfer before the transfer occurs. The transferring Party shall have the responsibility for obtaining the patient's consent to the transfer to receiving Party prior to the transfer, if the patient is able to and has the legal capacity to consent. If the patient is unable or does not have the legal capacity to consent, the transferring Party shall obtain consent from the patient's legal representative or next of kin.

**6. Payment for Services.**

There shall be no financial exchange between the Parties for services provided by either Party in accordance with this Agreement and the transferring Party shall not be responsible for the payment of any services provided to patients by the receiving Party. Charges for services rendered to a patient shall be collected directly from the patient, third party payor and/or other payors, as required by law.

**7. 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 Chief Medical Officer 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 Chief Medical Officer or designee 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 capability and capacity to do so.

**8. Term.**

Unless otherwise terminated in accordance with Section 8 below, the term of this Agreement is for two (2) years (hereinafter, the "Initial Term"), commencing on the Effective Date. To avoid interruption of the Agreement, the term shall automatically renew for successive renewal periods of one (1) year (hereinafter, each such one (1) year period a "Renewal Term"), unless terminated in accordance with Section 8.

**9. Termination.**

9.1. A Party may terminate this Agreement at any time without cause upon sixty (60) calendar days' prior written notice to the other Party of its intention to terminate the Agreement. The Parties shall ensure the continuity of care to patients who already are, or may be, involved in the transfer process.

9.2. In the event that a Party defaults in any material term or condition of this Agreement, the non-defaulting Party may provide written notice of default to the defaulting Party ("Notice of Default"). The Party in default shall have thirty (30) calendar days from the receipt of the Notice of Default to cure the default. If the default is not cured to the reasonable satisfaction of the non-defaulting Party, this Agreement may be terminated as of the date the cure period ends or as the Parties may otherwise agree in writing. However, in such case, the prohibition remains in place for the Parties to ensure the continuity of patient care. To this end, the Parties shall be required to meet their respective commitments under this Agreement to all patients.

9.3. Either Party may terminate this Agreement immediately for cause upon prior written notice to the other Party in the event that either Party's obligations under this Agreement

are prohibited under the laws, regulations or other rulings of the United States, the State of New Jersey or government department or agency thereof, or any court of competent jurisdiction.

**10. Advertising and Public Relations.**

Neither Party shall use the name of the other Party in any promotional or advertising material related to this Agreement without the prior written approval of the other Party.

**11. Non-Exclusivity.**

The Parties agree and acknowledge that this is a non-exclusive arrangement and that the respective Parties may enter into transfer arrangements with other entities.

**12. Insurance and Liability.**

12.1. UH shall, at all times during the term of this Agreement, secure and maintain professional and general liability coverage for itself and its employees against any claims or losses arising out of the performance of their duties through a policy or program of insurance or self-insurance providing both professional and general liability coverage with a minimum limit of liability of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in annual aggregate, subject to the New Jersey State Tort Claims Act, N.J.S.A. § 59:1-1 et seq. UH shall provide HOSPITAL with written evidence of insurance or self-insurance upon request. UH further assumes any and all obligations for its employees that are required pursuant to the Workers' Compensation and Disability Laws of the State of New Jersey. Nothing stated in this Agreement shall be construed to imply and does not constitute indemnification of any Party or third person by UH.

12.2. HOSPITAL shall, at all times during the term of this Agreement, secure and maintain professional and general liability coverage for itself and its employees against any claims or losses arising out of the performance of their duties through a program of insurance providing both professional and general liability coverage with a minimum limit of liability of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00). HOSPITAL shall provide UH with written evidence of insurance upon request. HOSPITAL further assumes any and all obligations for its employees that are required pursuant to the Workers' Compensation and Disability Laws of the State of New Jersey. Nothing stated in this Agreement shall be construed to imply and does not constitute indemnification of any Party or third person by HOSPITAL.

**13. Independent Contractors.**

13.1. The Parties are independent contractors. This Agreement does not make either Party the agent, employee or servant of the other Party for any purpose. Nothing in this Agreement shall be construed as limiting the rights of either Party to affiliate or contract with any other health care facility on any basis, including (but not limited to) other transfer agreements, while this Agreement is in effect. After a patient has been transferred, the patient shall be solely and exclusively under the control and supervision of receiving Party, and the

transferring Party shall neither have nor exercise any supervision or control whatsoever over the rendering of services to the patient or the exercise of medical judgment in connection with such services.

13.2. Each Party shall be solely responsible for: (a) managing all patient care activities conducted within its facility; (b) providing and maintaining all equipment, facilities, and supplies needed for patient care activities within its facility; (c) the employment, discipline and compensation of all employees or contractors who may be involved from time to time in providing patient care or ancillary services within its facility; and (d) credentialing and monitoring all personnel providing patient care within its facility.

**14. Non-Discrimination / Patient HIV Status.**

In the performance of this Agreement, both Parties agree that: (a) there shall be no unlawful discrimination against any patient or other person on account of race, color, sex, marital status, sexual orientation, atypical hereditary cellular or blood trait, religion, religious creed, ancestry, age, national origin, nationality, medical diagnosis, or disability, ability to pay or third party payor status, or other legally protected reason; (b) neither Party may refuse to receive a patient because of the patient's HIV status; (c) the portion of the medical records indicating the patient is HIV positive or is known to have been exposed but has not been established to be HIV negative to a reasonable degree of scientific certainty will be transmitted in a confidential manner and in accordance with federal and state laws and regulations; (d) a patient's HIV status may be disseminated only to those health care providers who have a medical need to know; and (e) both Parties understand that each is equally obligated to use universal precautions for all patients, regardless of HIV status, during transfer or treatment.

**15. Compliance Statement.**

15.1. Each Party certifies and agrees that it shall comply with all applicable local, state, and federal laws, rules, codes, and regulations, including, without limitation, the federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), the federal Stark Law, 42 U.S.C. § 1395nn, the Health Insurance Portability and Accountability Act ("HIPAA") and all accompanying regulations, the Health Information Technology for Economic and Clinical Health Act ("HITECH") and EMTALA.

15.2. The Parties represent and warrant, respectively, that they currently hold and shall maintain at all times during the term of this Agreement all necessary licenses, permits and certificates as required by federal, state and local law, governmental agencies and authorities, adhere to all applicable standards of accrediting agencies including, but not limited to, The Joint Commission, and applicable standards as may be established by third party payors.

15.3 UH and HOSPITAL acknowledge and agree that each is a HIPAA covered entity, and each agrees to maintain the confidentiality of patient information in accordance with HIPAA and all applicable New Jersey state and federal law and regulations. Without limiting any other obligations hereunder, UH agrees that with respect to its own obligations as a HIPAA covered entity, UH (a) maintains HIPAA policies and procedures; (b) will comply with HIPAA,

and such policies and procedures, with respect to its provision of services, and with respect to patients transferred to/from HOSPITAL; and (c) trains all applicable employees on UH's HIPAA policies and procedures and their obligations to keep patient information confidential. Without limiting any other obligations hereunder, HOSPITAL agrees that with respect to its own obligations as a HIPAA covered entity, HOSPITAL (a) maintains HIPAA policies and procedures; (b) will comply with HIPAA, and such policies and procedures, with respect to its provision of services, and with respect to patients transferred to/from HOSPITAL; and (c) trains all applicable employees on HOSPITAL's HIPAA policies and procedures and their obligations to keep patient information confidential.

15.4. The services provided under this Agreement have been negotiated in good faith by the Parties, at arms' length, and are not based, in any way on an expectation of the volume or value of patient referrals or other business generated or to be generated between the Parties. No benefit conferred under, or in anticipation of, this Agreement is or is intended to be, or is in any way contingent upon, any inducement or payment for a referral of patients, as an inducement or payment for the purchasing, leasing, ordering or arranging for, or recommending the purchasing, leasing or ordering of, any good, facility, service or item provided by or to a Party and/or any affiliate or subsidiary of a Party. The Parties expressly agree that neither Party is obligated by the terms hereof or otherwise to refer patients to the other Party.

15.5. HOSPITAL and UH shall comply with the requirements of all applicable federal, state and municipal laws and with all applicable accreditation standards.

**16. Non-waiver.**

No waiver of any term or condition of the Agreement by either Party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

**17. Assignment.**

This Agreement and the performances of any obligations hereunder may not be assigned by either Party, but shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, legal representatives and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

**18. Severability.**

In the event that a term or provision of this Agreement shall be determined to be invalid, void or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the Parties hereto in the same manner as if the invalid or unenforceable term or provision were not a part of this Agreement.

**19. Amendment.**

This Agreement may be amended only upon written agreement signed by each Party.

**20. Governing Law.**

This Agreement, and any disputes hereunder, shall be governed by the laws of the State of New Jersey, without giving effect to the principles of the conflicts of laws. The Parties further agree that all claims arising under or relating to this Agreement shall be exclusively resolved in the courts of the State of New Jersey with venue in Essex County, New Jersey or in the courts of the United States with venue in New Jersey.

**21. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart signed and sent by facsimile transmission or by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**22. Notice.**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given: (a) when personally delivered; (b) when receipt is acknowledged, if sent by facsimile or other electronic transmission device; (c) one day after deposit with a nationally recognized overnight courier, specifying "next day delivery"; or (d) three (3) days after being sent by registered or certified mail, postage prepaid, return receipt requested. Any notice, demand or other communication given by a party in connection with this Agreement shall be sent to the other party at the address set forth above for such other party.

**23. Entire Agreement.**

The Parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the Parties with respect to the subject matter hereof; that upon and after the Effective Date, this Agreement shall supersede any and all writings in effect between the Parties regarding the subject matter of the terms and conditions set forth in this Agreement; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each Party hereto; that this entire Agreement has been bargained for and negotiated; and the Parties have read, understood and approved this Agreement in its entirety.

*[Remainder of page intentionally left blank; signature page to follow]*





IN WITNESS WHEREOF, HOSPITAL and UH have caused this Agreement to be executed as of the Effective Date.

UNIVERSITY HOSPITAL

PROSPECT EOGH, INC.

RE

By: Eve Borzon  
Eve Borzon  
Chief Operating Officer

By: Ronald Napiorski      Paige Dworak  
Ronald Napiorski      Paige Dworak  
CFO      CEO

Date: 6/15/18

Date: 5/10/2018      5/10/2018