

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is effective as of December 1, 2020 ("Effective Date") by and between The Cooper Health System (hereinafter "Cooper") operating under the laws of the State of New Jersey and Inspira Medical Centers, Inc. (hereinafter "Hospital").

WHEREAS, both Cooper and Hospital desire by means of this Agreement to assist physicians and the parties hereto in the treatment of patients ("Patients"),

WHEREAS, Cooper is the designated regional Level I trauma center for southern New Jersey, the designated specialty acute care children's hospital for southern New Jersey, and a licensed acute care hospital which provides access to patient care to residents of its service area and who require complex medical care;

WHEREAS, Hospital owns and operates the following licensed acute care hospitals and satellite emergency departments: Inspira Medical Center Vineland, located at 1505 West Sherman Avenue Vineland, NJ 08360; Inspira Medical Center Elmer, located at 501 West Front Street, Elmer, NJ 08318; Inspira Health Center Bridgeton, located at 333 Irving Avenue, Bridgeton, NJ 08302; Inspira Health Center Woodbury, located at 509 North Broad Street Woodbury, NJ 08096; and Inspira Medical Center Mullica Hill, located at 700 Mullica Hill Road, Mullica Hill, NJ 08062;

WHEREAS, Cooper and Hospital have determined that it would be in the best interest of patient care and it would promote the optimum use of each Party's facilities to enter into this Agreement for the transfer of Hospital Patients to Cooper.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cooper and Hospital agree as follows:

TERMS

1. **Term** – This Agreement shall commence on the Effective Date and shall continue for a period of three years, unless sooner terminated as herein provided. This Agreement shall thereafter automatically renew for additional one year terms until otherwise agreed in writing by the parties or until terminated in accordance with paragraph 2.

2. **Termination** – This Agreement may be terminated by either party on thirty (30) days written notice to the other. This Agreement shall automatically terminate without notice if either party (i) fails to renew or has its license revoked or suspended by the New Jersey Department of Health and Senior Services; (ii) has its accreditation revoked or suspended by the applicable accreditation agency; or (iii) becomes ineligible as a provider of Services under Title I, Part I of Public Law 89-97. The terms of this Agreement shall continue to apply to, and the parties shall provide continuity of care to, patients transferred or eligible for transfer prior to the termination date.

3. **Independent Contractor Status** – Both institutions shall have exclusive control of the management, assets, and affairs of their respective institutions. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

The exclusive purpose of this Agreement is to provide for the transfer of patients between Cooper and Hospital for purposes of medical care. Nothing in this Agreement shall be construed as evidencing Cooper's participation in or agreement or consent to any activity, project or enterprise of Hospital, including but not limited to demonstration projects, research projects, clinical trials or other experimental projects, or to any procedures or requirements relating to data collection or reporting or any other matter related to such activity enterprise or project. Neither party shall be responsible for the policies or operations of the other financially, nor shall either party assume any responsibility for the collection of amounts owed to the other by any Patients, be liable for any debts, obligations or claims of a financial or legal nature incurred by the other, or be held responsible hereunder for the care and condition of any Patient other than Patients directly committed to its care and custody.

4. **Patient Transfer** – Hospital may transfer patients to Cooper for treatment, including treatment at Cooper's Level I trauma center, designated specialty acute care children's hospital or acute care hospital.

a. In the event that the Hospital attending physician believes that the patient should be transferred to Cooper, attending shall contact the Cooper representative identified pursuant to paragraph 5 below. Cooper representative and Hospital attending shall determine whether transfer is appropriate in accordance with state and federal regulation and shall coordinate transfer.

b. In the case of Patients that have sustained a trauma, transfer decisions shall be in accordance with all relevant laws and regulations, and the Criteria and Guidelines for Transferring Patients contained in American College of Surgeons, Committee on Trauma, *Resources for Optimal Care of the Injured Patient 2014*, Chapter 4, or any subsequent editions (“Trauma Indications”).

c. Admission will be contingent on compliance with all Cooper’s medical and corporate by-law provisions, rules and regulations, and admission policies of Cooper. The admission will be scheduled in accordance with Cooper’s admission policy, and is subject to bed space and availability of facilities.

d. Where a Hospital patient has been transferred to Cooper, Hospital agrees to re-admit that patient back into Hospital when, in the opinion of the patient’s Cooper attending physician, the patient is stable for transfer and requires an inpatient level of care for which Hospital is licensed by the New Jersey Department of Health and Senior Services to provide, or lower level of care. Cooper agrees to provide one day’s notice to Hospital in order for Hospital to safely affect the patient’s return or arrange for transfer to a rehabilitation facility, long term acute care facility, skilled nursing facility or to arrange for outpatient services. Upon Hospital’s confirmation of (1) acceptance of return of patient, or (2) arrangement for transfer to another facility, Cooper may arrange for transfer. In the event Hospital fails to accept patient after Cooper has arranged for transfer, Hospital shall pay costs of canceled transfer. If Hospital is unable to arrange or accept transfer within 48 hours of such notice from Cooper, Hospital shall pay for medically necessary services rendered at the Medicare Allowable rate beginning 48 hours after such notice was provided.

e. Notwithstanding the foregoing, Hospital shall only be required to pay Cooper in (d) above where patient is uninsured or underinsured through commercial insurance and is not enrolled in Medicare or Medicaid or other entitlement-based governmental health insurance program, excluding Charity Care.

5. **Designation of Responsible Liaison** – Cooper and Hospital agree to provide each other with names of persons authorized to initiate transfer on the part of the sending institution, confirm, and accept transfer of patients on behalf of the receiving institution.

6. **Financial Arrangements** – The institution in which the patient is a resident at the time a charge is incurred shall have sole responsibility for billing and collecting such charges from the patient. Except as provided below, the institution to which the patient was first admitted shall not act as guarantor for any charges incurred while the patient is resident in the other institution.

Notwithstanding the above, if Hospital is licensed by the New Jersey Department of Health and Senior Services to provide the inpatient level of care required by Patient, and Hospital is requesting that Patient be transferred to Cooper for reasons other than the level of care, and/or other than in accord with the Trauma Indications referenced in paragraph 4 above, and if patient is uninsured or underinsured through commercial insurance and is not enrolled in Medicare or Medicaid or other entitlement-based government health insurance program, excluding Charity Care, then Hospital shall pay to Cooper the Medicare Allowable Rate for patient’s medically necessary services rendered at Cooper and for medically necessary follow-up outpatient care or until Hospital accepts return of Patient.

7. **Patient Information** –Hospital agrees to transfer with each Patient at the time of transfer, or in the case of emergency, within 2 hours or as promptly as possible thereafter, the minimum amount of pertinent medical and other records necessary in order to continue the Patient’s treatment without interruption and to provide identifying and other information. Such medical and other information must include: (a) current medical findings, (b) diagnosis, (c)copies of all radiographic studies (d) a brief summary of the course of treatment followed in Hospital, (e) nursing and dietary information useful in the care of the Patient, (f) administrative and pertinent social information and demographic information, (g) name of the Physician at Cooper who has been contacted about the transfer and, if different than the Physician named in (g), (h) name of the Physician to whose care and service the Patient is to be transferred and (i) and pertinent insurance information.

8. **Personal Effects** – All personal effects, including money, other valuables, dentures and/or eyeglasses, shall be the responsibility of the Hospital until signed for by a representative of Cooper. Personal effects (money, valuables, glasses, dentures, etc.) should be transferred to Cooper only if absolutely necessary and must be accompanied by a document listing all transferred items. A note will be entered into the chart listing the valuables and the date sent. A copy of a signed document for personal effects and valuables will be retained by the Hospital.

9. **Transfer Consent and Access to Information** – It is agreed that each institution shall have custody of and control over the medical records and other pertinent information concerning its patients, but that members of both medical staffs shall have access to this information for legitimate purposes. Hospital is responsible for obtaining consent from the patient or the patient’s legal representative for any transfer and for the provision of financial and medical information.

10. **Transportation of Patients** – The Hospital assumes the responsibility for transportation of the patient to the Cooper so as to provide appropriate and safe transfer.

11. **Liability** – Each of the parties to this Agreement shall be responsible only for its own acts and omissions with respect to patient care.

12. **Insurance** – Each party shall secure and maintain, with respect to itself and its agents and employees, during the term of this Agreement, comprehensive general and professional liability insurance providing limits at least equal to those required by New Jersey law. Each party shall cause its insurance carrier to issue a certificate of insurance evidencing such coverage, whether under an commercial policy or through a program of self-insurance, and shall produce such certificate on request of the other party. Each party shall immediately notify the other of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

13. **Governing Law and Venue** – This Agreement shall be deemed to have been made under and shall be construed in accordance with New Jersey law. Any litigation between the parties arising from this Agreement shall be brought solely in the Superior Court of New Jersey, Camden County.

14. **Assignment, Entire Agreement and Amendment**– This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party and shall be binding on the successors in interest of the parties hereto. This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended from time to time on mutual written agreement of the parties and such modifications or amendments shall be attached to and become a part of this Agreement.

15. **Nondisclosure** – Neither institution shall disclose information relating to the operations and functions of the other, without the prior written consent of the other institution.

16. **Notice** – Any notice given pursuant to this Agreement shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the party to this Agreement as follows:

As to Cooper: The Cooper Health System
One Cooper Plaza
Camden, NJ 08103
Attn: Dir. Case Management

With copy to: The Cooper Health System
1 Federal Street, Suite S2-400
Camden, NJ 08103
Attn: General Counsel

As to Hospital: Inspira Medical Centers, Inc.
165 Bridgeton Pike
Mullica Hill, NJ 08062
Attn: Chief Operating Officer

With copy to: Inspira Health
165 Bridgeton Pike
Mullica Hill, NJ 08062
Attn: General Counsel

17. **Nondiscrimination**- Neither Party may refuse to receive a Patient by reason of Patient’s race, religion, gender, and country of national origin, or medical diagnosis or any other legally protected status.

18. **HIPAA**- The parties agree that while rendering services under this Agreement to comply with the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations.

19. **Use of Name**- Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the party whose name is to be used.

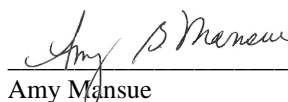
IN WITNESS WHEREOF, Cooper and Hospital have hereunto caused this Agreement to be executed as by law provided, the day and year above written.

The Cooper Health System



Anthony Mazzarelli, M.D., J.D., M.B.E.
Co-President/CEO

Hospital:



Amy Mansue
President and Chief Executive Officer