

INTERHOSPITAL TRANSFER AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2019 by and between **ST. LUKE'S WARREN HOSPITAL, INC.**, having an address at 185 Roseberry Street, Phillipsburg, New Jersey 08865 ("Warren") and **ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL**, having an address at One Robert Wood Johnson Place, New Brunswick, New Jersey 08901 ("Hospital"). Hospital and Warren also are referred to collectively in this Agreement as the "Institutions".

WITNESSETH

WHEREAS, Hospital is a regional provider of inpatient and outpatient health care services and is an affiliate of RWJBarnabas Health, Inc. (the "System") which is organized for the delivery of integrated health care services and graduate medical education throughout the state, through its multiple programs and affiliated institutions; and

WHEREAS, the parties have determined that it is in the best interest of their patients to provide a continuum of care by facilitating the transfer of patients between the Institutions, in accordance with the terms set forth in this Agreement, and the transfer agreement requirements as described in the New Jersey Department of Health's Manual of Standards for the Licensure of Hospital Facilities (*N.J.A.C. 8:43G et al.*) and

WHEREAS, Hospital is willing and able to accept transfers of Warren patients for diagnosis and treatment, including adult and pediatric trauma patients;

WHEREAS, the parties share the objectives of good patient care and optimum and efficient use of health care resources.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound, the parties agree as follows:

1. TRANSFER OF PATIENTS.

a. From Warren to Hospital. When a patient's treating physician determines that it is medically necessary to transfer a patient from Warren to the Hospital, then Hospital agrees to provide emergency medical care and/or to admit the patient for hospitalization as promptly as possible, provided that (i) appropriate accommodations are available at Hospital; (ii) the patient satisfies the applicable admissions requirements of Hospital; and (iii) Hospital and Warren follow the agreed upon guidelines and procedures as set forth on **Exhibit A**. In accordance with Exhibit A, patients transferred to the Hospital will be promptly returned to Warren if and when the patient's condition dictates the need for continued acute care services, in the Hospital's reasonable discretion, and such services are within Warren's capabilities, in Warren's reasonable discretion.

b. Consent to and Notice of Transfer. Except in an emergency when there is insufficient time for notice and/or consent, the patient's relatives or legally responsible party, shall be given adequate notice of the proposed transfer before the transfer occurs. Prior to any transfer under this Agreement, the transferring Institution shall secure all applicable consents required from the patient, the person responsible for the patient or the patient's attending physician. The patient, or if appropriate, the person responsible for the patient, shall be given adequate notice of the patient's transfer prior to the transfer in accordance with customary practice of the transferring Institution. The transferring Institution agrees to notify receiving Institution, as far in advance as reasonably possible, of an impending transfer.

c. Availability of Services for Medical Emergencies.

Hospital shall make available its diagnostic and therapeutic services in the event of a medical emergency at Warren. Hospital agrees to accept patients transferred to its Emergency

Department, provided that (i) appropriate accommodations are available at Hospital; (ii) the patient satisfies the applicable admissions requirements of the Hospital; and (iii) Warren and Hospital follow the agreed upon guidelines and procedures as set forth on **Exhibit A**.

2. TERM.

a. This Agreement shall commence as of June 1, 2019 and shall have a term of one (1) year and shall renew from year to year thereafter. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice.

b. Following the date of termination of this Agreement, each party shall continue to treat all patients transferred by the other party prior to such date in accordance with this Agreement.

3. PATIENT RECORDS; PERSONAL ARTICLES.

The transferring Institution agrees to send with each patient at the time of transfer, or in the case of an emergency, as promptly as possible after the transfer, an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption, together with essential identifying and administrative information. This abstract shall include current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring Institution, nursing and dietary information, and ambulation status. Records that become available after the patient is transferred, such as hard copies of test results or relevant records of earlier admissions, shall be timely sent to the receiving Institution. Personal effects (money, valuables, glasses, dentures, etc.) shall be transferred only when absolutely necessary and, when so transferred, shall include a complete listing of same signed by both the patient or the patient's authorized representative and an authorized representative of the referring Institution. Personal effects shall be deposited upon

admission with the receiving Institution's security office, and such listing shall be presented to and countersigned by the security office after confirmation of receipt of such contents. Without limiting the foregoing, the parties shall comply with all applicable federal and state requirements with respect to patient advance directives.

4. TRANSPORTATION.

Arrangements for the safe transportation of a patient, including (but not limited to) the selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient, shall be made by, or caused to be made by the transferring Institution. The referring Institution shall consult an authorized physician at the receiving Institution regarding arrangements and details of the transfer, including transportation, to ensure optimal care of the patient. The receiving Institution's responsibility for patient care shall begin when the patient is admitted, either as an inpatient or an outpatient, to that Institution.

5. BILLING AND COLLECTION.

Each party shall be responsible for billing and collecting its own payments for rendering services to the patients transferred to it pursuant to this Agreement. The patient or his/her third-party payor or insurer shall be responsible for paying the charges of each party for services rendered. Neither party to this Agreement shall be responsible to the other for paying such charges in the event the patient or third-party payor or insurer does not pay such charges. Also, neither party shall have any liability for any debts or obligations of a financial or legal nature incurred by the other party by virtue of this Agreement. Each party agrees that it shall not submit any bill or accept payment from any patient or third party payor with respect to services provided by the other party.

6. INDEPENDENT CONTRACTORS.

a. 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 from one facility to the other, the patient shall be solely and exclusively under the control and supervision of the receiving institution, and the transferring institution 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.

b. 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.

7. COMPLIANCE WITH ALL LAWS.

a. During the term of this Agreement (and all renewals thereof), each party shall comply with all applicable federal, state or local statutes, laws, rules and regulations.

b. During the term of this Agreement (and all renewals thereof), each party shall comply with all applicable federal, New Jersey state and local laws, rules, and regulations, including, but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA") 42 U.S.C.A. Sec. 1395 dd(a), and the regulations promulgated thereto in carrying out the terms of this Agreement.

8. NON-DISCRIMINATION/PATIENT HIV STATUS.

Both parties agree that (a) neither party may refuse to receive a patient by reason of patient's race, religion, gender, country of national origin, sexual orientation, or medical diagnosis; (b) neither party may refuse to receive a patient because of 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) 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.

9. ACCESS TO RECORDS.

For a period of five (5) years after the furnishing of services pursuant to this Agreement, each party agrees to provide the Secretary of Health and Human Services or the Comptroller General of the United States with all requested records necessary to verify the nature and cost of such services.

10. PROMOTIONAL MATERIALS; USE OF OTHER PARTY'S NAME.

Neither party shall use the name of the other party in any promotional or advertising material unless review and written approval shall be first obtained from the party whose name is to be used.

11. HIPAA; PROTECTED HEALTH INFORMATION.

Warren and Hospital each acknowledge and agree that each is a HIPAA-covered entity, and each agrees to maintain the confidentiality of patient information for its patients in

compliance with HIPAA and applicable state law. Without limiting any other obligations hereunder, Warren agrees that with respect to its own obligations as a HIPAA-covered entity, Warren (i) maintains HIPAA policies and procedures; (ii) will comply with HIPAA, and such policies and procedures, with respect to its provision of services, and with respect to patients transferred to the Hospital; and (iii) trains all applicable employees on its and their obligations to keep patient information confidential.

12. MISCELLANEOUS.

a. This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until each of the parties named below shall have duly executed or caused to be executed a counterpart of this Agreement.

b. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by a related document or by law.

c. This Agreement may only be modified, supplemented or amended by a written instrument executed by the party to be charged therewith.

d. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given: (i) one day after deposit with a nationally recognized overnight courier, specifying "next day delivery"; or (ii) 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, with a copy of any notices to Hospital also sent to RWJBarnabas Health, Inc., 95 Old Short Hills Road, West Orange, New Jersey 07052, Attention: David A. Mebane, Esq., General Counsel, and a copy of any notices to Warren also sent to St. Luke's University Health Network, 801 Ostrum Street, Bethlehem, Pennsylvania 18015, Attention: General Counsel.

e. All disputes between the parties to this letter agreement, whether arising from the letter agreement itself or the interpretation of its provisions, or arising from alleged facts outside the provisions of this letter agreement whether prior to, during or subsequent to this letter agreement, including without limitation, negligence, misrepresentation, or any other alleged tort or violation of this letter agreement ("Dispute"), shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to choice of law principles or the legal theory upon which such Dispute is asserted. All Disputes shall be resolved by binding arbitration before one neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. The parties hereby consent to the holding of arbitration in Somerset County, New Jersey, and consent to the jurisdiction of the courts of the State of New Jersey for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the State of New Jersey for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY HEREBY

IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees and expenses associated with the arbitration, each of which shall be borne by the party that incurs them. This provision shall survive the termination or expiration of this letter agreement for any reason, and may be enforced by a party after such event.

f. The headings contained in this Agreement are solely for convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

g. 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 assigned, any rights or remedies under or by reason of this Agreement.

h. The provisions of this Agreement shall be deemed severable, and the invalidity and unenforceability of any one or more of the provisions hereof, shall not affect the validity and enforceability of the other provisions.

i. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior promises, agreements, communications, representations and warrants, and understanding of the parties, oral and written, with respect to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its
duly authorized officers or representatives as of the date first written above.

ST. LUKE'S WARREN HOSPITAL

By: St. Luke's University Health Network
its sole member



ms/b By: Thomas P. Lichtenwalner 6/13/17
Name: Thomas P. Lichtenwalner
Title: Senior Vice President, Finance

**ROBERT WOOD JOHNSON UNIVERSITY
HOSPITAL**

By: John J. Gantner
Name: John J. Gantner
Title: President and CEO