

CONTRACT COVER SHEET

Instructions: Prior to signing a contract (new or renewal), addendum or amendment, complete the following steps for **ALL CONTRACTS** excluding a Letter of Participation from a Group Purchasing Organization which is negotiated through the Purchasing department:

1. This *Contract Cover Sheet* and *Checklist (reverse page)* should be completed in accordance with Admin policy #390 and clipped to the front of the draft contract/amendment at all times along with all supplemental forms.
2. It is the responsibility of the Individual/Department Requesting this service/contract to obtain all necessary signatures.
3. The Requesting Department is responsible for forwarding the signed documents AND completed *Cover Sheet* to Purchasing (for all Purchasing contracts to be scanned into EHS®) or to Joanne Dunn (all non-purchasing contracts to be scanned into MediTract®).

STEP 1: Contract Details

NAME OF REQUESTOR, JOB TITLE & DEPT.	Lawrence Grand		
NAME OF CONTRACTING PARTY	AHS Hospital Corp/Morristown Medical Center	DATE	9/25/18
xCONTRACT CLASSIFICATION: <i>(Check box next to applicable classification)</i>	<input type="checkbox"/> New Contract		
	<input type="checkbox"/> Amendment to Existing Contract - List Contract:		
	<input checked="" type="checkbox"/> Renewal of Existing Contract - List Contract:		

STEP 2: Determine Contract Type (All contracts must be classified as either a Purchasing OR Non-Purchasing Contract)

PURCHASING CONTRACTS	NONPURCHASING CONTRACTS
Definition: Contracts for tangible goods, facilities or reoccurring support services with scheduled payments associated. Paid for with a Purchase Order ("PO"). Some examples: Medical supplies; Outsourced Services (e.g., billing svcs.); Software licensing	Definition: Contracts that <u>do not</u> involve tangible goods, facilities or reoccurring support services with scheduled payments. The VP (or designee) wishes to keep these contracts completely confidential. If payment is stipulated in the contract, these would be paid for with a Check Request or a PO if a repetitive, fixed payment. Some examples (More examples in policy #390): Education & Training (e.g., one time, in-person instructor); Medical services (e.g., transport, Medical Director, Patient Care, Physician, etc.); Non-monetary; Insurance; Real Estate/ Leases

STEP 3: Checklist Completion, Review & Approvals

Level of Review	Comments	Initials	Date
Level 1: Departmental Head Approval (Required) By initialing to the right, the Department Manager or Director is indicating that: 1. Contract Checklist on back of page is complete and accurate, 2. They have reviewed the contract/amendment and indicated their comments to the right. 3. The Purchasing Department has reviewed the <i>Checklist</i> and contract (skip if non-purchasing contract)			
Level 2: Vice President or higher (Required) By initialing to the right, the appropriate leader(s), in accordance with #390 is indicating that they have: 1) reviewed and commented on the contract/amendment and 2) the <i>Contract Checklist</i> (on the reverse side of this sheet) is complete. If the VP or higher is Initiating the contract, they should complete the <i>Checklist</i> on the reverse.		LJ	10/1/18
Legal Review Level: Legal Counsel Review (Under Certain Conditions) ONLY if there are concerns about contract or Board Approval (aggregate contract value > \$1M) is required.			
Financial Review Level: Financial Review (Under Certain Conditions) If the aggregate value of the contract is greater than \$500,000 and a "termination without cause" clause is not stipulated in the contract, the Chief Financial Officer (or designee) should review the contract.			

Final Contract Approval (Required For All Contracts)
Purchasing Contracts For Purchasing Contracts, forward all signed documents (by all parties) to Purchasing to scan into EHS and issue a PO.
Non-Purchasing Contracts For Non-Purchasing Contracts, the individual(s) listed in Level 2 should sign the contract and forward it to the requesting Individual to obtain signature(s) from the other contracting party(ies) before sending the completed <i>Cover Sheet</i> and signed contract (by all parties) to Joanne Dunn to be entered into MediTract.

CONTRACT CHECKLIST

Instructions: To be completed by the Requestor. All Standards below should appear in the contract or be considered, as applicable.

PART I: STANDARD CONTRACT PROVISIONS – ALL CONTRACTS

#	Contract Standard	(v) Complete
1	Proper names and addresses of both (or all) parties to contract are included.	
2	Effective date (start date) and expiration date are clearly stated.	
3	Contract addresses how renewals and amendments may occur (i.e., by written agreement of all parties) <i>Note: Indefinite automatic renewals are discouraged and should be discussed with the Chief Legal Officer.</i>	
4	Language regarding early termination provisions that are fair to Hunterdon	
5	Clearly defined compensation/payment – amount and frequency.	
6	All exhibits, attachments, and schedules referenced in the contract are attached.	
7	Language regarding the contracting party's responsibility for negligent acts or omissions. Refer to the "Indemnification" section of the contract. Limitation of liability and/or indemnification language that is not only in favor of the other party. Hunterdon does NOT assume all liability.	
8	Contracting party is required to bond employees/representatives (if applicable).	
9	Other party must safeguard and not disclose confidential and proprietary information about Hunterdon – even beyond termination of the contract.	
10	Contract states that neither the contracting party nor individuals representing the contracting party are sanctioned or excluded from participating in Medicare, Medicaid, or other federally-funded health care programs.	
11	Contracting party agrees to comply with applicable government regulations and accrediting agency standards.	
12	Contract Renewals: Indicate what sections, if any, have been revised from the previous contract and were not previously discussed with the contracting party:	
13	Are there "critical dates" stated/referenced in the contract (i.e., price escalation, evergreen contract requiring advance notice to terminate, etc.)? If Yes, List Dates:	
14	Vendor is committed to registering through Vendormate if coming on-site in accordance with Hunterdon's <i>Vendor Access Policy</i> . Contact Purchasing for registration instructions.	
15	Departments and necessary subject matter experts (re: Purchasing, Compliance, Clinical Engineering, IS, Finance, etc.) have been involved in the creation or review of this contract.	
16	Contract is construed according to New Jersey law or U.S. District Court of NJ.	
17	Purchasing or another dept. has confirmed that the vendor is not on gov't sanctions lists at the time.	
18	Purchasing Contracts: the contract stipulates that Hunterdon reserves the right to share pricing information.	
Supplemental Forms		
19	Copy of certificate of insurance and/or bond (if involved with company assets) maintained by other party attached.	
20	HIPAA: Will other party(ies) have access to patient info requiring a Business Associate Agreement to be completed? (Consult with the Privacy Officer – Ext. 6366 if necessary)	
21	Independent Contractor: Refer to <i>Contract Management</i> policy. Complete and attach the <i>Independent Contractor Questionnaire</i> and supporting documentation, as applicable. When possible, use Hunterdon's Independent Contractor Contract template.	
22	W-9: Attach the completed W-9 if no W-9 is on file with Accounts Payable. Note: If vendor has previously been established with Hunterdon, a W-9 may already be on file.	
23	Compliance & Conflict of Interest Disclosure Form: Completed and returned by contractor – See Form <i>HHS-COI</i> . Completion of this form mandatory and should accompany the <i>Checklist</i> at all times.	

PART II: COMPLETE IF ARRANGEMENT IS FOR MEDICAL SERVICES (Ambulance/transport, Medical Director, patient care, physician services, lease to a medical professional) IN ADDITION TO PART I.

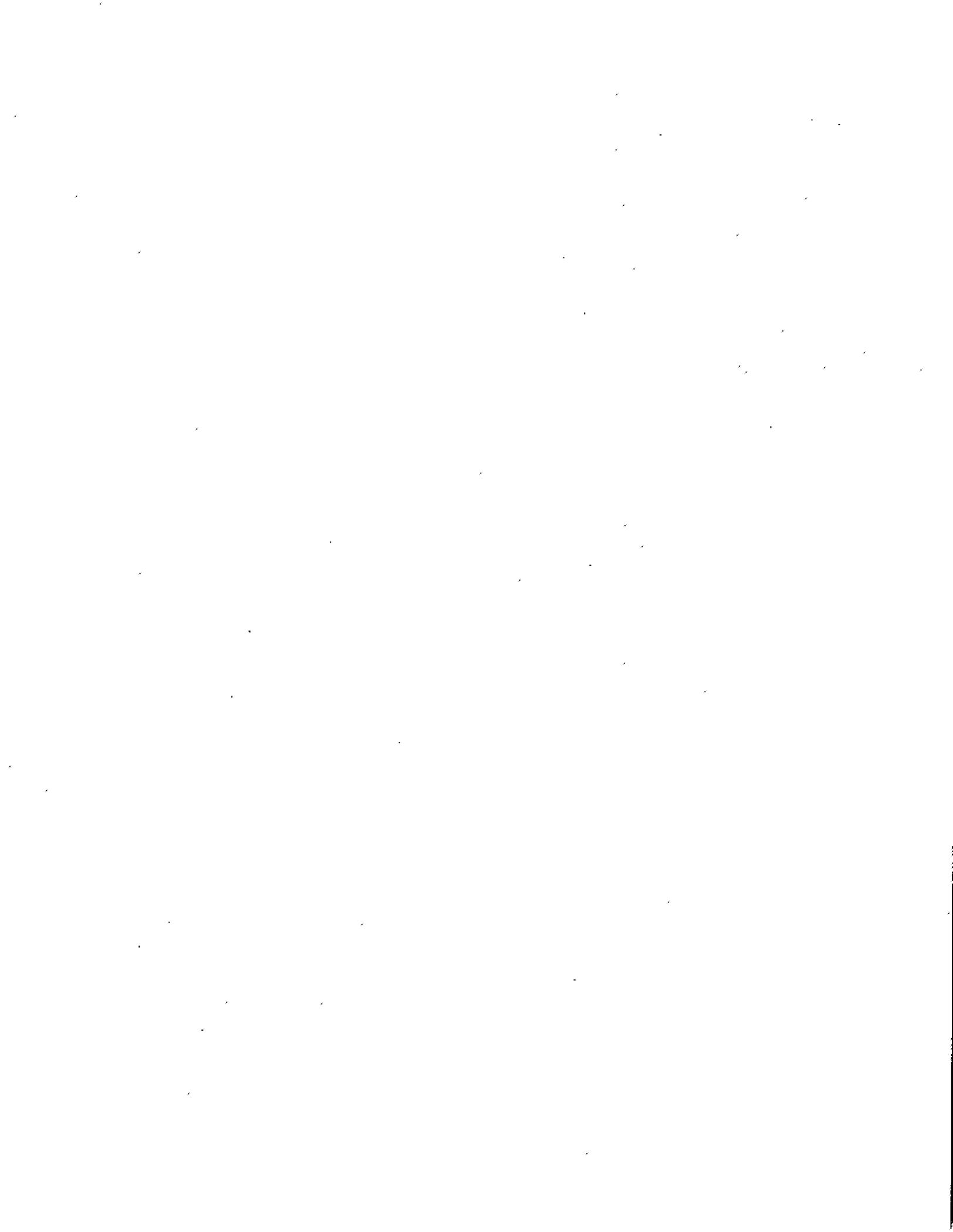
#	Contract Standard	(v) Complete
1	Contract is for at least one year, and there is a contractual clause stating: <i>If contract is terminated before one year, the parties may not enter into a new agreement during the first year of the original term of the agreement.</i>	
2	Contract states that remuneration is not based on the volume or value of any actual or expected patient referrals or other business generated between the two parties.	
3	FOR PROFESSIONAL SERVICES BY PHYSICIAN – If term of contract is longer than 2 years, a clause stating termination without cause with 90 to 180 days' notice should be included.	
4	FOR ALL TYPES EXCEPT AMBULANCE TRANSPORT: Describe information used to determine that amount paid/received by Hunterdon represents Fair Market Value as defined in Hunterdon's policy #390	
5	MEDICAL DIRECTOR OR SOLO PHYSICIAN: The contract states the requirement to complete and submit a timesheet in order for payment to be made for private physician. Employed physicians will use Kronos.	

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this "Agreement") made this 1st day of January 2018 ("Effective Date"), between **AHS HOSPITAL CORP. /MORRISTOWN MEDICAL CENTER** ("AHS"), a New Jersey non-profit corporation, with its principal place of business at 100 Madison Avenue, Morristown, New Jersey 07962, and **HUNTERDON MEDICAL CENTER** ("Institution"), a New Jersey non-profit corporation, with its principal place of business at 2100 Wescott Drive, Flemington, New Jersey 08822.

The parties hereby agree to participate in a cooperative program of transfer in order to promote the optimum utilization of each acute care institution for providing care and to arrange for the timely transfer of patients and their records between the facilities. In consideration of the mutual advantages to be obtained and in the interest of good patient care, the parties hereto agree as follows:

1. The transferring institution shall:
 - a) transfer a patient to another facility only when the transferring institution is unable to provide the type or level of medical care appropriate for the patient's needs. The transferring institution shall make an immediate effort to notify the patient's primary care physician and the next of kin, and document that the notifications were received; or
 - b) the transfer is requested by the patient, or by the patient's next of kin or guardian when the patient is mentally incapacitated or incompetent.
2. ~~The transferring institution shall ensure that a physician provides the patient with an explanation of the reasons for transferring the patient to another facility, information about alternatives to the transfer, verification of acceptance from the receiving facility, and assurance that the movement associated with the transfer will not subject the patient to substantial, unnecessary risk of deterioration of his or her medical condition. This explanation of the transfer shall be given in advance to the patient, and/or to the patient's next of kin or guardian except in a life-threatening situation where immediate transfer is necessary.~~
3. 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 institution. Except as otherwise set forth herein, charges for services provided by each institution to patients admitted to the respective institution shall be collected by the institution which rendered the services from either the patient or any appropriate third-party payers normally billed by the institution. 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.
4. The receiving institution agrees to provide necessary in-patient institution services for



transferees of the transferring institution when suitable accommodations are available and when such admittance is made in accordance with the receiving institution's established policies and procedures where the patient's attending or treating physician has determined that transfer is necessary, the transfer complies with New Jersey Department of Health Regulation N.J.A.C. 8:43G-4.1(a)(15) and (16), and such is certified by Utilization Management. No transfer shall be made until the receiving institution has advised the transferring institution that adequate facilities 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).

5. Each institution shall provide the other with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients from the transferring institution. The receiving institution shall inform the transferring institution specifically where transferring patients are to be delivered at the receiving institution.
6. The receiving institution shall make available its diagnostic and therapeutic services to patients of the transferring institution on an outpatient basis as ordered by the patient's attending physician provided all admission requirements of the receiving institution are met.
7. The patient or, if indicated, the patient's relatives or persons or agencies responsible for the patient shall be given adequate notice by the transferring institution prior to the transfer. In addition, whenever possible, the transferring institution will give the receiving institution twenty-four hours' advance notice of the transfer of the patient. The transferring institution shall be responsible for obtaining the consent of the patient or the patient's responsible party to the transfer to the receiving institution prior to the transfer.

8. In an emergency prior to transfer to the receiving institution, the transferring institution's medical staff 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. The transferring institution shall be responsible for summoning paramedics and explaining the nature of the problem and the stabilizing measures being instituted by the transferring institution.
9. The 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 complete records relating to the medical condition as well as other pertinent patient records shall be given to the transport team or patient for delivery to the receiving institution.
10. The transferring institution shall assume responsibility for prompt exchange of patient information to enable the receiving institution to determine its ability to provide the required care and services to the patient. Both facilities agree to comply with their respective obligations under the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder.

11. Admission of a patient to the receiving institution will only be made by a member of the receiving institution Medical Staff. The care and treatment to be rendered at the receiving institution to the patient transferred from the transferring institution shall be in the sole discretion of the physician to whose care the patient was admitted at the receiving institution. Notwithstanding the foregoing, the transferring institution and the receiving institution agree to promote open communication among the patient's private physician, the referring physician, the receiving institution's surgeons and any other physician who is brought on the case for consultation.
12. The transferring institution and the receiving institution agree to exercise their best efforts to provide 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;
 - (i) nursing information; and
 - (j) pertinent information to be provided to security regarding the need for confidentiality or social risks to the safety and wellbeing of the patient.

13. In addition to the foregoing information, the 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 has executed an advance directive (i.e., a living will, durable power of attorney). 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. In the event that a guardian is needed for consent (to the transfer or any procedure/service to be provided by the receiving institution), the Institution shall be responsible for the appointment of a legal guardian;

- (d) The name and telephone number of the patient's attending physician; and
 - (e) Such other pertinent information as the transferring institution may possess or the receiving institution may request.
14. 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 the receiving institution when it receives the records and the patient's valuables and personal effects. The receiving institution 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.
15. When a patient has been transferred to the receiving institution, the receiving institution 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 responsible party has consented to this disclosure of information or the disclosure is otherwise permitted by law.
16. Safe and appropriate transportation services shall be arranged by the transferring institution to provide expeditious and medically safe transfer through an ambulance service which complies with New Jersey Department of Health standards for ambulance and coach services. Communication with any ambulance service used shall be maintained by the transferring institution.
17. Both institutions shall carry 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.
18. 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

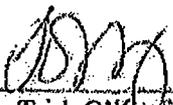
made, or suits instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.

19. 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.
20. Inasmuch as the primary consideration of the parties hereto is care of patients according to their needs, all patients shall be admitted to either institution and transferred between the institutions and services provided without regard to age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law. There shall be no distinction in eligibility for, or in the manner of providing, patient service by or through either institution. Each institution shall remain Medicare/Medicaid certified, shall accept and treat Medicare/Medicaid patients and shall remain eligible for payment from the Medicare/Medicaid programs.
21. Nothing in this Agreement shall be construed as limiting the right of either party to agree, contract or affiliate with any other institution or health care facility on either a limited or general basis while this Agreement is in force and effect.
22. This Agreement may be terminated by either party with or without cause upon sixty (60) days' prior written notice. Any such notice of termination shall be sent to the respective addresses for the parties set forth above. This Agreement shall terminate automatically should either institution fail to maintain its license, certification or other necessary legal or regulatory qualification.
23. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize their licensure, the 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 noncomplying aspects hereof, but without altering other rights and obligations of the parties hereunder.
24. Unless otherwise stated herein, the transfer shall be temporary and for a specific procedure or service with the intent that the patient will be returned to the transferring institution. The transferring institution agrees to accept the patient back for continued care upon completion of the procedure or service that necessitated the transfer, provided

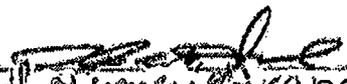
the patient is stabilized within the meaning of the Act. In the event a patient is transferred to the receiving institution from the transferring institution under this Agreement, the transferring institution agrees to make available to such returning patient the first available bed of any type for the patient appropriate to the level of care required. In the event the transferring institution fails to make available to a returning patient the first available bed of any type appropriate for that patient's level of care, the receiving institution shall contact the responsible party at the transferring institution to discuss the problem and to arrange a conference. If the conference cannot resolve the problem and the receiving institution believes that this Agreement is being violated, it shall constitute grounds for immediate cancellation of the Agreement.

25. The Agreement shall commence as of the Effective Date and shall be for a period of one (1) year. Upon expiration of the Term, this Transfer Agreement shall automatically renew for successive one-year terms (each a "Renewal Term") unless terminated by either party upon sixty (60) days' prior written notice to the other.
26. This Agreement shall be governed by and construed pursuant to the laws of the State of New Jersey.
27. 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. 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.

**AHS HOSPITAL CORP./
MORRISTOWN MEDICAL CENTER**

By: 
Name: Trish O'Keefe, PhD., RN
Title: President, Morristown Medical Center
Vice President, Atlantic Health System, Inc.

HUNTERDON MEDICAL CENTER

By: 
Name: Lawrence Grand
Title: Exec. VP and Chief Operating Officer

AHS CORPORATE LEGAL

REVIEWED & APPROVED BY: 

DATE: 2/23/18