

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is effective as of JUN 21ST, 2011, ("Effective Date") by and between The Cooper Health System (hereinafter "Cooper") operating under the laws of the State of New Jersey and Virtua Health, 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 is a New Jersey Hospital System operating licensed acute care hospitals known as Virtua Voorhees, located at 100 Bowman Drive, Voorhees, NJ; Virtua Marlton, located at 90 Brick Road Marlton, NJ; Virtua Memorial Burlington County located at 175 Madison Ave., Mt. Holly, NJ; and Virtua Berlin located at 100 Townsend Avenue, Berlin NJ and Emergency Room services and outpatient clinic services, including primary care services located at 1000 Atlantic Avenue Camden, NJ.

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. 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.

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. Hospital agrees that it will seek transfer only for those patients requiring a higher level of care than Hospital is capable of providing unless mutually agreed by the parties.

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. Classification of trauma patients for purposes of 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, and *Resources for Optimal Care of the Injured Patient 2006*, 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 the provision of Cooper's admission policy, and is subject to bed space and availability of facilities.

d. Where a Hospital patient has been transferred to Cooper, and the patient is stable and ready for transfer to a rehabilitation, long term care, or skilled nursing facility or for discharge to home but requires home care and Cooper is unable to locate such placement or home care services for patient due to patient being uninsured or underinsured, the parties agree to collaborate between their respective case managers on determining possible alternative placement options. Virtua and Cooper will designate specific contact persons to whom the other may contact to facilitate such discussions.

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. 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 unless as provided in accordance with 4d above.

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 (i) pertinent insurance information and (j) copy of any advanced directive or designation of healthcare representative or power of attorney.

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. Ambulance costs may be paid by patient's insurance.

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
Three Cooper Plaza Suite 316
Camden, NJ 08103
Attn: General Counsel

As to Hospital: Virtua Health, Inc.
50 Lake Center Drive - # 401
401 Route 73 North
Marlton, NJ 08053

With a copy to: Virtua Health, Inc.
50 Lake Center Drive - # 403
401 Route 73 North
Marlton, NJ 08053
Attn: General Counsel

24. **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.

25. **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.

26. **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



Jean P. Sheridan.
President and CEO, Cooper University Hospital

Virtua Health, Inc.



Richard P. Miller
President and CEO, Virtua Health