

## **St. Luke's University Health Network – Warren Campus Transfer Criteria**

**Mandatory transfer is required for the critically injured adult and pediatric trauma patient with any of the following conditions:**

### **HEAD/C-SPINE**

1. Carotid or vertebral artery injury
2. Penetrating injuries or open fracture of the skull
3. Abnormal CT as defined as an acute finding consistent (or highly suspicious) of an acute traumatic injury
4. Spinal fracture or spinal cord deficit
5. GCS less than or equal to 14 or GCS deterioration (with the exception of patients whose normal baseline health status/GCS is equal to 14 or in patients with substance use/abuse influencing GCS. In these patients it is highly recommend that a minimal phone consultation with a neurosurgeon, that can view CT imaging, is completed prior to consideration for admission)

### **CHEST**

1. Cardiac rupture
2. Widened mediastinum or other signs suggesting great vessel injury
3. Bilateral pulmonary contusion
4. Bilateral rib fractures (all) OR 2 or more unilateral rib fractures with the presence of pulmonary contusion
5. Significant torso injury with advanced comorbid disease (such as coronary artery disease, chronic obstructive pulmonary disease, type 1 diabetes mellitus, or immunosuppression)

### **PELVIS/ABDOMEN**

1. Major abdominal vascular injury
2. Solid Organ injuries
3. Any patient requiring damage control laparotomy
4. Hemodynamically unstable pelvic fracture
5. Open/Complex pelvis/acetabulum fractures

### **SPINE**

1. Any level of spine fracture with neurologic deficit
2. Neurologic deficit without spine fracture

### **EXTREMITIES**

1. Fracture or dislocation with loss of distal pulses
2. Major burns or burns with associated injuries
3. Multiple long bone fractures
4. Major tissue necrosis

### **PEDIATRICS\*: Age < 15 (less than or equal to 14) who:**

1. Require admission to an ICU.
2. Exhibit signs of traumatic brain injury (structural abnormality on x-ray or CT, sustained
3. GCS < 15 for greater than 2 hrs, or neurological deterioration.)
4. Are being treated non-operatively for solid organ injuries.

\*When transfer is necessary, pediatric trauma patients should be preferentially transferred to a Pediatric Trauma Center unless, in the judgment of the referring physician, transfer would excessively delay life-saving care that could be provided at a closer Level I or II.

## **St. Luke's University Health Network – Warren Campus Transfer Criteria**

**Consideration for Transfer:** In addition to the above mandatory transfer a criterion, consideration is indicated in the following circumstances:

1. Patients receiving anticoagulant therapy which places the patient at significant risk for intracranial hemorrhage or intracranial bleeding.
2. Known cardiorespiratory or metabolic diseases (diabetes, obesity)
3. Pregnancy
4. Immunosuppression

### **Priority One Transfer Criteria**

#### **General**

- Threatened/compromised airway or intubated patient
- Confirmed systolic BP < 90 mm Hg at any time (age > 10 years)
- Confirmed systolic BP < 70 mm Hg at any time (age < 10 years)
- Respiratory rate < 10 or > 29
- Patient receiving high volume crystalloid resuscitation or blood products
- Patient requiring tourniquet(s) to control hemorrhage
- Penetrating injury to head, neck, torso, axilla or groin
- Burns > 10% BSA
- Pediatric patient requiring surgical intervention

#### **Neurotrauma**

- GCS < 14
- Suspected spinal injury with paralysis
- Any acute intracranial hemorrhage on CT scan (EDH, SDH, SAH, ICH)
- Open / depressed skull fracture

#### **Orthopaedic Trauma**

- Traumatic amputation
- Crushed, de-gloved, mangled or pulseless extremity
- ≥ 2 long bone fractures
- Open fracture of femur / humerus
- Pelvis fracture with contrast extravasation (CT scan) / significant displacement

#### **Chest Trauma**

- Multiple rib fractures with pneumothorax, hemothorax, pulmonary contusion, flail segment or hypoxia (SpO2 < 93% on room air)

#### **Abdominal Trauma**

- Any solid organ injury with / without contrast extravasation
- Abdominal injury with pneumoperitoneum, free fluid or peritonitis
- Abdominal / pelvis injury with gross hematuria

**Patients who meet Priority One transfer criteria will be transferred immediately. Transport will be by ALS / Critical Care-PHRN**

## INTERHOSPITAL TRANSFER AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> 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



**EXHIBIT A**  
**GUIDELINES AND PROCEDURES FOR TRANSFER**

**A. Procedures**

1. Warren shall contact the Hospital's Transfer Center regarding the management, consultation, and transport of patients requiring intermediate and /or intensive care services (i.e. telephone co-management or total management).
2. Prior to any transfer, Warren shall:
  - a. Complete a transfer report in a form acceptable to the Hospital;
  - b. Make every reasonable effort to contact the Hospital and follow the transfer protocol outlined by the Hospital
  - c. A copy of the transfer report shall accompany the patient to the Hospital. The transfer report shall include but not be limited to:
    - (i) Current medical findings and diagnosis;
    - (ii) Name and contact information (name, address, cell telephone number and home and business telephone number, and relationship to the patient) of the individual(s) best able to provide key clinical information, and consent for procedures;
    - (iii) Rehabilitative potential and physical status;
    - (iv) Emotional and ambulation status;
    - (v) Summary of prior course of treatment, including recent physician progress notes;
    - (vi) Current prescribed medications and dosage;
    - (vii) Dietary needs and restrictions;
    - (viii) Pertinent administrative information including Medicare/Medicaid status and third-party payer information; and
    - (ix) Nursing information.
  - d. In addition to the foregoing information, Warren shall provide the following information:
    - (i) Whether the patient has executed an advance directive (i.e., a living-will, durable power of attorney);
    - (ii) 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;
    - (iii) Name and telephone number of the patient's attending physician; and
    - (iv) Such other pertinent information as the transferring institution may possess or the receiving institution may request.
3. Warren shall work closely with the Hospital and other designees of the Hospital to provide guidance, ongoing training and continuing medical education of physicians and

professional staff to applicable staff of Warren.

4. The Hospital agrees to accept referrals of patients from Warren provided that (a) appropriate accommodations are available at the Hospital; (ii) the patient satisfies the applicable requirements of the Hospital; and (iii) Hospital and Warren follow the agreed upon guidelines and procedures.
5. Patients transferred to Hospital will be promptly returned to Warren 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.
6. The Hospital's attending physician will provide reports of the patient's condition and progress to the referring physician, as required. Sudden or unusual changes in the patient's condition will be reported separately.

**TRANSFER AGREEMENT  
BETWEEN  
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, AS OWNER AND OPERATOR  
OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM  
AND  
ST. LUKE'S UNIVERSITY HEALTH NETWORK**

**THIS TRANSFER AGREEMENT** ("Agreement") is made this 8<sup>th</sup> day of Aug, 2013 by and between the Trustees of the University of Pennsylvania, a Pennsylvania non-profit corporation, owner and operator of Penn Medicine and the University of Pennsylvania Health System ("UPHS") on behalf of its organizational division and Subsidiaries (as defined below) and St. Luke's Health Network, Inc. d/b/a St. Luke's University Health Network, on behalf of its subsidiaries and affiliates named on Exhibit A attached hereto and made a part hereof ("Institution"). UPHS and Institution shall be referred to collectively as "the Facilities" or "Facility" or the "Sending Facility" or "Receiving Facility" as the case may be.

**BACKGROUND**

Institution is a health care institution licensed in the Commonwealth of Pennsylvania.

UPHS is a network of health care providers, including acute care hospitals and outpatient treatment centers, both on and off site, and from time to time has patients in need of specialized care, emergency treatment, hospice services, skilled nursing care, acute rehabilitation and behavioral health services and/or extended, long term, subacute or intermediate care ("Patient(s)");

UPHS is an organizational division of the University of Pennsylvania and includes the following subsidiaries and operating divisions which are located in southeastern Pennsylvania: Hospital of the University of Pennsylvania ("HUP") including its home infusion therapy, Penn Home Infusion Therapy, ambulatory surgical facility, HUP-Reproductive Surgical Facility and inpatient rehabilitation facility, Penn Institute for Rehabilitation Medicine at Penn Medicine at Rittenhouse; Presbyterian Medical Center of UPHS d/b/a Penn Presbyterian Medical Center ("PPMC") including its skilled nursing facilities, Penn Center for Rehabilitation and Care, and Penn Center for Continuing Care, home care, Penn Care at Home; and Penn Presbyterian Infusion Services; Pennsylvania Hospital of UPHS ("PAH") including its skilled care center, Pennsylvania Hospital Skilled Care Center and ambulatory surgical facility, The Surgery Center of Pennsylvania Hospital; hospice services provided through Wissahickon Hospice; and Penn Medicine Radnor including its Licensed Modules a/k/a Endoscopy Facility. The subsidiaries, operating divisions, and business units aforementioned shall be referred to as "Subsidiary," individually and "Subsidiaries," collectively;

The parties now wish to modify and amend any and all previous agreements between the parties relating to the subject matter hereof and the parties agree that this Agreement shall supersede and replace all such previous agreements between UPHS and Institution;

The parties desire to enter into an Agreement for the prompt transfer and admission of such Patients to the Receiving Facility, as appropriate, for such treatment;

UPHS and Institution desire that this Agreement comply with the requirements of 28 Pa. Code Section 105.23 and Section 201.31 regarding extended care, subacute care, long-term care and

intermediate care ("Extended Care Facilities"), and the Emergency Medical Treatment and Labor Act, 42 U.S.C. Section 1395dd and the regulations promulgated pursuant thereto, regarding emergency care;

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

#### TERMS AND CONDITIONS

1. Nature of the Transfer Agreement. This Transfer Agreement shall govern the transfer of Patients (inpatient or outpatient) to Facility's acute care hospital or outpatient center, either on or off-site. Outpatient centers shall include, but not be limited to centers, which provide radiology, and other services.
2. Applicability of Federal and State Laws and Regulations. In cases in which a Patient requires transfer to a UPHS acute care hospital or an off-site outpatient center, the transfer shall take place in accordance with the requirements of the Emergency Medical Treatment and Labor Act, 42 U.S.C Section 1395dd and the regulations promulgated pursuant thereto. In cases in which a Patient requires transfer from Facility's acute care hospital to a facility which is an Extended Care Facility, the Pennsylvania Department of Health Regulations set forth at 28 Pa.Code Section 105.23 shall apply. In all cases, the transfers shall be conducted in accordance with the standards of The Joint Commission (TJC) and any other applicable accrediting bodies, and the applicable policies, procedures and protocols of the Facilities.
3. Transfer Procedure. In requesting the transfer of a Patient to the Receiving Facility, the Sending Facility's treating physician or, in the case of a Patient being transferred from an off-site outpatient center, other Qualified Medical Personnel (as defined in 42 C.F.R section 489.24) after consultation with a physician, shall:
  - a. contact an attending physician at Receiving Facility, or where necessary and appropriate, the Receiving Facility's Emergency Department, to request approval for the transfer of Patient to the attending physician or the Emergency Department at Receiving Facility. (This procedure is not required if the referring physician has admitting privileges at Receiving Facility and will be the admitting physician at Receiving Facility.) The following documentation must be provided to the attending physician or Emergency Department ("ED") at Receiving Facility and to the Transfer Center/Admissions office at Receiving Facility before any transfer can be effectuated:
    - i) Sending Facility's referring physician's name and phone number;
    - ii) Sending Facility's address and phone number;
    - iii). Patient's demographics including name, date of birth, sex and race;
    - iv) Reason for transfer;
    - v.) Diagnostic, laboratory and radiological reports, if available;
    - vi.) Preliminary diagnosis
    - vii.) Condition of Patient upon transfer;
    - viii.) Treatment to be provided;

ix.) Face Sheet; and

x.) Date Patient was admitted to Sending Facility.

b. The Transfer Center/Admissions office at Receiving Facility shall contact Sending Facility to verify the Patient transfer. No transfer shall take place unless Receiving Facility has indicated that it has available space and qualified personnel to treat the Patient and that it accepts the Patient and will provide adequate treatment and/or care. Receiving Facility agrees that it shall fulfill all of the responsibilities set forth for recipient hospitals in Section 1867(g) of the Social Security Act and 42 CFR Section 489.24(e).

c. Sending Facility will arrange for the appropriate transfer, including appropriate transportation to transfer the Patient to Receiving Facility. Such transfer shall minimize the risk to the Patient.

d. Upon transfer of the Patient from Sending Facility, Patient shall be accompanied by the following documentation, to the extent available and applicable:

- i. Informed consent to transfer, signed by Patient or appropriate legally authorized representative;
- ii. Patient's name and identification sufficient to verify the patient's identity;
- iii. For a Patient who is incompetent to consent to treatment, the name, address and telephone number of the Patient's responsible family member or legally authorized representative;
- iv. Signed Certification of the Sending Facility's physician or Qualified Medical Personnel in accordance with Sending Facility's policies and procedures;
- v. The name of the Receiving Facility's attending physician or ED physician who is accepting the Patient;
- vi. Sending Facility's Physician's orders, history and physical, complete medical record, face sheet, physician progress notes, operative reports, consultation records, complete medication records and identified nursing needs; and Sending Facility's medical records related to the emergency condition if any, for which the Patient has presented, available at the time of the transfer;
- vii. Insurance information;
- viii. A copy of Patient's Advance Directive (*i.e.*, Living Will and/or Durable Power of Attorney for Health Care) if available, or documentation as to whether or not an Advance Directive has been executed.

4. Patient Personal Effects. All of Patient's personal effects shall be transferred with the patient from Sending Facility to Receiving Facility with a signed document listing the items.

5. Clinical Records. Both Facilities shall maintain clinical records of sufficient content to ensure

continuity of care, and copies of these records shall accompany Patient unless otherwise prohibited by law. The medical records created at each Facility shall remain the property of that Facility.

6. Security and Privacy. While performing its duties and obligations under this Agreement, each party shall comply with all laws and regulations that apply to the confidentiality and security of Patient information, including the federal Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), 42 U.S.C. 1171 et seq, the Health Information Technology for Economic and Clinical Health of 2009 Act ("HITECH") and regulations and guidelines issued under such laws, which are now in force or which may subsequently be in force. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and HITECH and the regulations issued thereunder.

7. Independent Facilities. Nothing in this Agreement shall in any way affect the autonomous operation of either Facility. Each party is an independent contractor and not an agent of the other party; neither party shall hold itself out as an agent of the other nor permit the appearance of an agency relationship between the parties. Facilities shall each be responsible for maintaining their respective Patient accounts and billings and neither party shall be responsible for the collection of the other's receivables. Neither party shall be liable for any debts, obligations, or claims of a financial or legal nature incurred by the other party. Each party assumes full responsibility for its own maintenance and operation.

8. Transfer Back. At such time as the Patient is ready for transfer back to Sending Facility from Receiving Facility, in accordance with the direction from the responsible physician at Receiving Facility and subject to the Patient's freedom of choice, the Sending Facility agrees to accept the Patient back to its next available bed within twenty-four (24) hours of notification that the Patient is ready for discharge. If transferred back to Sending Facility, Receiving Facility shall provide the items and services specified in Section 3 of this Agreement provided, however, the Sending Facility shall make ambulance arrangements (and the appropriate level of care) for the return transfer. In the event that the Patient's insurer will not cover the transportation charges for the return transfer, the Sending Facility will assume all financial responsibility for the ambulance charges. If Sending Facility is not able to make transportation arrangements within a reasonable and appropriate time after accepting the Patient as a return transfer, Receiving Facility reserves the right to make the transportation arrangements with a local ambulance provider and the Sending Facility shall assume financial responsibility for such ambulance charges.

9. Billing. All claims or charges incurred with respect to any services performed by either Facility for Patients received from the other Facility pursuant to this Agreement shall be billed and collected by the Facility providing such services directly from the Patient, third party payor, Medicare or Medicaid, or other sources appropriately billed by that Facility, unless applicable law and regulations require that one Facility bill the other Facility for such services. The move of a stable Patient from one Facility to the other Facility is not considered to be a transfer under this Agreement if it is the understanding and intent of both Facilities that the Patient is going to the second Facility for tests, the Patient will not remain overnight at the second Facility, and the Patient will return to the first Facility. In this event the second Facility shall bill the first Facility for services provided by the second Facility. In addition, it is understood that professional fees will be billed by the physicians or other professional providers who actually participate in the care and treatment of the Patient and who are entitled to bill for their professional services at usual and customary rates. Each Facility agrees to provide information in its possession to the other Facility and such physicians and professional providers sufficient to enable them to bill the Patient, responsible party, or appropriate third party payor.

10. Warranty. The parties to this Agreement represent and warrant that neither they nor any of their personnel, either directly or indirectly or through their subcontractors, have been suspended, excluded



from participation in or penalized by Medicaid, Medicare or any other state or federal reimbursement program or are otherwise a sanctioned provider.

11. Non-exclusive Agreement. Nothing in the Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital or other institution on either a limited or general basis while this Agreement is in effect.

12. Use of Names. Neither party shall use the name of the other party (or the other party's affiliates) in any promotional or advertising material unless written approval of the intended use shall first be obtained from the party whose name is to be used.

13. Non-discrimination. There shall be no discrimination in the performance of this contract against any employee, Patient, or other person as a result of that individual's race, national origin, gender, age, creed, ancestry, ethnicity, religion, marital status, familial status, sexual orientation, gender identity or expression, genetic information, culture, language, socio-economic status, domestic or sexual violence victim status, source of income, source of payment, veteran status, or disability. Facilities shall comply with the requirements and provisions of the Public Health Law, Section 504 of the Rehabilitation Act of 1973, Title VI, the Pennsylvania Human Relations Act and other Federal, State, and local laws related to equal opportunity.

14. Conflict of Interest. Each party confirms that, to the best of its knowledge, there exists no actual or potential conflict of interest in such party entering into this Agreement. In the case of Patients requiring Extended Care, both parties shall comply with the provisions of 28 Pa. Code Section 105.23.

15. Disputes. Disputes arising under this Agreement will first be discussed directly by the parties. If a dispute cannot be resolved, it will be referred for decision to a committee composed of one representative selected by each of the parties and a third member selected jointly by the parties' representatives.

16. Termination. Either party may terminate this Agreement thirty (30) days after it has given written notice to the other if its intention to do so. This Agreement terminates immediately if a party's license, permit to operate or accreditation expires or is revoked, repealed, suspended or placed on probation by a governmental or accrediting agency or if it is suspended or excluded from participation in or penalized by Medicaid, Medicare or any other state or federal health program. Each party has an affirmative obligation to notify the other within ten (10) days of its receipt of such notice or of repeal, revocation, suspension, probation, exclusion or penalty. Any such repeal, revocation, suspension, probation, exclusion or penalty shall be grounds for immediate termination.

17. Term. This Agreement shall continue and be binding upon the parties hereto, their successors and assigns, for a period of one (1) year, unless earlier terminated as provided in this Agreement, and shall automatically renew for subsequent one (1) year terms unless earlier terminated as provided in this Agreement.

18. Notices. Notices required under this Agreement shall be given at the address given below (or such other address as either party may provide to the other from time to time), such notice to be sent by certified mail, return receipt requested, with postage prepaid.

a. If to UPHS:

Garry J. Scheib

UPHS Chief Operating Officer,  
and HUP Executive Director  
HUP Administration  
Suite 102 Penn Tower  
I Convention Avenue  
Philadelphia, PA 19104

With a copy to:

Office of the General Counsel  
University of Pennsylvania  
133 S. 36<sup>th</sup> St., Suite 300  
Philadelphia, Pa. 19104  
Attn: Associate General Counsel, Health System Division

b. If to Institution:

St. Luke's University Health Network  
Administration  
801 Ostrum Street  
Bethlehem, PA 18015-1065  
Attn: Chief Nursing Officer

With a copy to:

St. Luke's University Health Network  
801 Ostrum Street  
Bethlehem, PA 18015  
Attn: General Counsel

19. Miscellaneous. This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any existing agreement currently in effect related to the subject matter of this Agreement. This Agreement may not be amended or revised except with the written consent of both parties, and may not be assigned by either party except with the written consent of the other party. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties, their respective legal representatives and their permitted successors and assigns. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect. Failure by either party to enforce at any time any other provisions of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that party to subsequently enforce each and every provision. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, without regard to its principles of choice of law. Both parties agree to the exclusive jurisdiction of the Courts of Common Pleas of Philadelphia, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any action or proceeding pursuant to this Agreement.

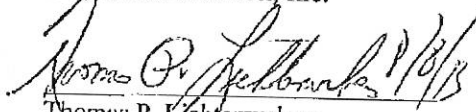


*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement as of the day and year above mentioned, intending to be legally bound.

For: **THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM AND ITS SUBSIDIARIES**

By:   
Garry L. Schieb  
Title: Chief Operating Officer, UPHS

For: **St. Luke's Health Network, Inc.**

By:   
Thomas P. Lichtenwalner  
Title: Senior Vice President, Finance



**Exhibit A**

**List of Institution Facilities**

St. Luke's Hospital – Bethlehem Campus  
801 Ostrum Street  
Bethlehem, PA 18015

St. Luke's Hospital – Allentown Campus  
1736 Hamilton Street  
Allentown, PA 18104

St. Luke's Hospital – Anderson Campus  
1872 Riverside Circle  
Easton, PA 18045

St. Luke's Hospital – Miners Campus  
360 West Ruddle Street  
Coaldale, PA 18218

St. Luke's Hospital – Quakertown Campus  
11th Street and Park Avenue  
Quakertown, PA 18951

St. Luke's Hospital – Warren Campus  
185 Rosebery Street  
Phillipsburg, NJ 08865

## TRANSFER AGREEMENT

This Agreement, entered into this 22<sup>nd</sup> of December 2009, by and between **Thomas Jefferson University Hospitals, Inc.** by and through a program of its Department of Rehabilitation Medicine, the **Regional Spinal Cord Injury Center** of Delaware Valley (hereinafter called **SCIC**) and St. Luke's Hospital & Health Network's Regional Resource Level I Trauma Center., (hereinafter called **Referring Institution**).

**Whereas, Referring Institution** wishes to transfer trauma patients in need of the special services provided by **SCIC**, and

**Whereas, SCIC** desires to set up guideline for the transfer and admission of **Referring Institution's** trauma patients in need of special services on an emergency basis.

**Now, Therefore**, the parties to this Agreement, in consideration of the premises and agreements contained herein, and intending to be legally bound, hereby agree as follows:

1. **SCIC** will be the primary institution considered for the referral of patients with acute spinal cord injury from **Referring Institution**, upon determination by **Referring Institution** that such referral is necessary. Since this arrangement is contingent on the availability of appropriate facilities at **Thomas Jefferson University Hospitals, Inc.** and the existence of certain conditions stipulated below in paragraph 2, **SCIC** will make the final determination of patient acceptance.
2. Patients will be transferred only when appropriate under the criteria established by **SCIC** for acceptance of referral, including but not limited to:
  - 2.1 suspected spinal cord injury within 24 hours of referral;
  - 2.2 medical stability for transport;
  - 2.3 spinal cord injury below C3 level;
  - 2.4 adequate immobilization to prevent further neurological damage during transport.
3. Determination as to fulfillment of acceptance criteria or existence of contraindications to early transport are solely within **SCIC'S** discretion, with relevant and accurate input to be provided by **Referring Institution**.
4. **Referring Institution** will arrange for transportation for the patient to **SCIC** according to the following guidelines:
  - 4.1 overland ambulance if 0-50 miles (Note: Ambulance driver should be instructed to avoid road hazards and sudden acceleration and deceleration.);
  - 4.2 helicopter ambulance if 50-100 miles or less as appropriate;
  - 4.3 fixed wing air ambulance if more than 100 miles.

Transports should not be initiated by **Referring Institution** without consultation with and clearance from **SCIC** Coordinator.

5. **SCIC** reserves the right to require that a physician or nurse from the **Referring Institution** accompany the patient.
6. Charges for the services performed by **SCIC** for patients transferred from **Referring Institution** pursuant to this Agreement shall be collected by **SCIC** directly from the patient, third-party payor or other sources normally billed by **SCIC**; and neither party shall have any liability to the other for such charges, except to the extent that such liability would exist separate and apart from this Agreement.
7. The costs of charges connected with the physical transfer of a patient (such as by ambulance) will be the sole responsibility of the patient or **Referring Institution**, as appropriate. Nothing in this Agreement shall be construed as making **SCIC** or **Thomas Jefferson University Hospitals, Inc.** responsible for transport charges.
8. **SCIC** and **Referring Institution** agree that the primary consideration of both parties is care of patients according to their medical needs. The parties agree to admit/transfer patients without regard to race, color, sex, age, national origin, disability, religious creed, or sexual preference.
9. This Agreement is restricted solely to the transfer of patients from **Referring Institution** to **SCIC**. This Agreement shall not have any effect upon the corporate or business affairs of either party or upon the policies or operations of either financially. Further, this agreement shall not alter each party's responsibility with respect to its own medical services.
10. Nothing in this Agreement shall be construed as limiting the right of either party, while this Agreement is in effect, to affiliate, contract, or enter into a transfer agreement with any other hospital or extended care facility on either a limited or general basis.
11. Medical records, laboratory reports and actual X-rays for the **Referring Institution** must accompany patient to **SCIC**.
12. Personal effects (money, valuables, glasses, dentures, etc.) will be transferred to **SCIC** with the patient and money and valuables may be turned over at admission for safe keeping. Personal effects should be transferred together with a document listing all transferred personal effects and that document must be signed by a responsible representative of **Referring Institution** and, upon arrival, **SCIC**. A copy of the signed document will be retained by **Referring Institution**. If large or overweight personal effects such as backpacks, luggage, etc. would impede the transfer, such items should remain with **Referring Institution**.
13. An approved transfer record form shall be completed by **Referring Institution** and shall accompany the patient to **SCIC**.
14. When a patient is transferred, **Referring Institution** shall be responsible for using reasonable best efforts to notify the patient's family of the transfer and obtain appropriate consent for transfer and treatment of the patient prior to (or as soon as possible after) the patient's admission to the **SCIC**.

15. **Referring Institution** shall indemnify and hold harmless **Thomas Jefferson University Hospitals, Inc.**, its officers, agents and staff from any liability for claims, demands, judgments or expenses arising from any act or omission of the **Referring Institution** under this Agreement.
16. The **Referring Institution** hereby agrees to follow the guidelines suggested by **SCIC** as attached hereto.
17. The **Referring Institution** will purchase or self-insure medical professional liability insurance coverage as prescribed by the Pennsylvania Health Care Services Malpractices Act of 1975 (Act 111). In addition, the **Referring Institution** shall be required to carry commercial general liability insurance coverage on an occurrence form, in the amount of \$1,000,000 per occurrence, workers compensation and employers' liability insurance at statutory limits. Ambulance/Automobile Liability Coverage will be provided in the amount of \$1,000,000 per occurrence. The **Referring Institution** shall be required to produce a Certificate of Insurance evidencing these coverages. **Referring Institution** shall not reduce, cancel or terminate any of these coverages during the term of this Agreement.
18. 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 by the party whose name is to be used.
19. This Agreement may be modified or amended from time to time by mutual agreement of the parties, and any such modification or amendment shall be attached to and become part of this Agreement.
20. This Agreement shall be effective from the date of execution and shall continue in effect for a period of three years. The Agreement shall be automatically renewed every three years thereafter unless terminated in accordance with the provisions of this paragraph. Either party may terminate the Agreement by giving ninety (90) days prior notice in writing to the other party. However, if either party shall have its license to operate revoked by the State, this Agreement shall terminate on that date. Except in the case of such revocation, termination of this Agreement shall not terminate the care of the patient at the Hospital when such care is deemed medically necessary by the attending physician. This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, whether oral or in writing.
21. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, including, but not limited to, the Emergency Medical Services Act, Act 45 of 1985, 35 P.S. Section 6921 et seq. The parties shall first discuss and negotiate any disputes that arise under this Agreement with a view toward settlement and disposition thereof. Contractual disputes that cannot be resolved by the parties shall be submitted to binding arbitration under the Alternative Dispute Resolution Service Rules of Procedure of the American Health Lawyers Association then pertaining, before one neutral arbitrator, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of arbitration in Philadelphia, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania 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, each of which shall be borne by the party that incurs them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Referring Institution**  
**St. Luke's Hospital & Health**  
**Network**

**RSCICDV**

By: *Saul Albinowitz*  
2-8-10

By: \_\_\_\_\_

Director, Trauma Program

**Ralph Marino, MD**  
**Director**  
**et c**

By: *Thomas P. Lichtenwalner*

By: *Thomas J. Lewis*

Thomas P. Lichtenwalner  
Senior Vice President, Finance

Thomas J. Lewis  
President and  
Chief Executive Officer

### **Recommendations for Initial Care of Acute Spinal Cord Injured Patients**

The *Regional Spinal Cord Injury Center of the Delaware Valley* advises referral and transport to the Center within 24 hours of traumatic spinal cord injury. The following recommendations are suggested for the initial care after establishing hemodynamic stability, and referral of persons suspected of having traumatic spine and/or spinal cord injury. The recommendations should not be regarded as medical protocols.

#### **Assessment**

- Neurological examination to determine level and extent of injury;
- Radiographic evaluation;
- Screen for associated injuries;
- Determine vital capacity (if cervical spine injury suspected);
- Document mechanism of injury and emergency care provided.

**For referral call: 215-955-1515**

#### **Provide the following information:**

1. patient name
2. address
3. home phone number
4. date of birth
5. level of injury
6. cause of injury
7. time and date of injury
8. referring hospital
9. full name of referring physician
10. full name of spine surgeon (if one involved).

Whenever possible, inter-hospital transportation will be provided by *JeffSTAT*, the Emergency Transport Team of Thomas Jefferson University. Please send original x-rays (CD ROMs or plain films) and copies of all medical records (including EMS reports) and lab reports *at the time of transport*.

**For more information call 215-955-6579 (weekdays)  
Regional SCI Center of the Delaware Valley**

## Recommended Emergency Treatment

### Medications:

- Start IV with large bore needle and D<sub>5</sub>/2NSS to run via mini-dropper at 30 minidrops/minute;
- GI ulcer prophylaxis (give IV);

### Immobilization:

- Maintain spinal alignment with patient in presenting position on a long spinal board with hard collar, CID or towel rolls, and head taped to board. (**DO NOT** attempt to correct posture/alignment).

**Optional treatment:** Methylprednisolone  
(protocol per NASCIS II – 24 hours)

**NOTE:** *The use of Methylprednisolone is controversial. The NASCIS II results have not been confirmed nor conclusively refuted. The AANS/CNS Neurosurgical Cervical Spine Guidelines advises that the use of steroids may have more adverse than beneficial results. The 48-hour course of Methylprednisolone was associated with greater incidence of infection and GI bleed over the 24-hour course, and is therefore not recommended.*

### **METHYLPREDNISOLONE BOLUS:** (if decided to initiate)

*To be initiated **within 8 hours of injury:**\**

(Patients with evidence of acute blunt traumatic SCI)

- METHYLPREDNISOLONE 30 mg/kilogram IV over **15** minutes then **45** minutes later
- METHYLPREDNISOLONE 5.4 mg/kg/hr to run as continuous infusion over **23** hours

**\*NOTE: METHYLPREDNISOLONE HAS NOT BEEN STUDIED WITH PENETRATING WOUNDS**

### Consider:

- Indwelling foley catheter (if spinal cord injury);
- O<sub>2</sub> via mask or cannula
- Naso-gastric tube





# Lehigh Valley Health Network

A PASSION FOR BETTER MEDICINE.

## ST. LUKE'S HOSPITAL & HEALTH NETWORK TRANSFER AGREEMENT LEVEL ONE REGIONAL RESOURCE TRAUMA CENTER

This Transfer Agreement by and between St. Luke's Hospital & Health Network (hereinafter called "Referring Hospital"), and Lehigh Valley Health Network (called "LVH") is made as of this 1st day of February, 2010.

Whereas, Referring Hospital recognizes that LVH agrees to accept trauma patients who require the level of care provided by LVH as described in this Agreement.

Whereas, LVH desires to make its services available to patients whom the Referring Hospital desires to transfer to LVH.

Now, therefore, the parties to this Agreement, in consideration of the promises and agreements contained herein, and intending to be legally bound, hereby agree as follows:

1. Decision to Transfer. Transfer of patients between Referring Hospital and LVH shall take place whenever the transfer is both feasible and, as determined by the patient's attending physician at LVH, medically appropriate based on receipt of appropriate clinical information. Referring Hospital and LVH shall endeavor to have the patient's attending physician at the Referring Hospital evaluate and document the medical propriety of the transfer and communicate same to the staff member at LVH who agrees to accept the patient. Except in an emergency, no transfer shall take place without consent of the patient or the party acting on the patient's behalf.

2. Admission. Referring Hospital and LVH each agree to exercise their best efforts to provide for prompt admission of patients if a bed is available and provided that all conditions of admission to the receiving institution are met.

3. Documentation. Referring Hospital, in requesting transfer of a patient, shall:

A. Have the treating physician of Referring Hospital patient contact attending physician at LVH and request approval for the transfer of the patient to the attending physician at LVH. The following documents must be provided to LVH before any transfer can be approved:

1. Referring physician name and phone number
2. Referring facility name, address, and phone number
3. Patient's name
4. Date of birth
5. Sex and race
6. Diagnosis and other pertinent medical information
7. Procedures to be performed, if any
8. Estimated length of stay, if known
9. Services requested
10. Type of admission
11. Insurance information (managed care clearance, if appropriate)

B. Referring Hospital shall contact LVH for clearance prior to the patient transfer.

C. The treating physician at Referring Hospital will arrange appropriate transportation for the patient or may utilize LVH to coordinate transportation as provided in Paragraph 6.

D. Upon transfer of the patient from Referring Hospital, the patient shall be accompanied by

the following documentation:

1. Patient consent for transfer, if available
2. For those patients who are decisionally incapacitated, family or guardian consent for transfer, if available
3. Transfer summary
4. Copy of the medical chart
5. Updated information identified in paragraph 3A above

E. Documentation sent with the patient to LVH becomes the property of LVH. Notwithstanding the foregoing medical records created at each of Referring Hospital and LVH shall remain the property of such institution.

4. Transfer Back. Referring Hospital agrees to accept the patient as a readmission when the patient no longer requires care in a tertiary care facility and will use all reasonable best efforts to accept the patient within 24 hours of notification. In the event that subacute care or rehabilitative care is required at the time of notification of the desire to transfer the patient back to the Referring Hospital, the Referring Hospital further agrees to accept the transfer of the patient back to its facility and to use reasonable best efforts to make the arrangements necessary for placement in an appropriate facility, as consented to by the patient or the patient's legal representative.

5. Transportation. The Referring Hospital will arrange for transportation of the patient to LVH, and the Referring Hospital will send with the patient such medical and other information as is known and can be made available under the time constraints of the emergency. LVH agrees to exercise its best efforts to provide for prompt admission of the patient to LVH. If LVH so notifies the Referring Hospital, and the Referring Hospital agrees, LVH may elect to send a medical team and transport vehicle to Referring Hospital to pick up the patient.

6. Costs and Charges. Charges for services performed by LVH for patients transferred from the Referring Hospital pursuant to this Agreement shall be collected by LVH directly from the patient, third party payers, or other sources normally billed and neither party shall have any liability to the other for such charges, except to the extent that such liability would exist separate and apart from this Agreement. The costs or charges connected with the physical transfer for a patient (such as by ambulance) will be the sole responsibility of the patient. Nothing in this Agreement shall be construed as making the transferring carrier an agent of either party.

7. Personal Effects. Personal effects (e.g. money, valuable, glasses, dentures, etc.) shall be transferred with the patient (unless weight restrictions apply). Personal effects shall be transferred together with a document listing all transferred personal effects; that document must be signed by both the patient or the patient's duly authorized representative (if possible), and an authorized representative of the receiving institution. A copy of the signed document shall be retained by the transferring institution. Personal effects shall be deposited upon admission with the receiving institution's Security Office.

8. Institutional Integrity. This Agreement is restricted solely to facilitating the transfer of patients between the parties. The parties to this Agreement are independent entities having control of their own policies, management, personal assets, and affairs. Nothing in this Agreement shall be construed as derogating from the parties' separate identities and institutional integrity. This Agreement shall have no effect upon the corporate or business affairs, the charges for services, or the fundraising activities of either party. Each party shall retain responsibility for treatment and medical care administered by it to its patient, and this responsibility may not be delegated, assigned, or otherwise implied or attributed to the other party or the other party's agents. The institution receiving a transferred patient assumes no responsibility or legal liability for the patient's treatment until the patient has arrived at the receiving institution and is under the care and in the custody of the receiving institution's medical personnel. Neither institution shall be responsible for the care and condition of any patient who is not under its care and in its custody; nor shall either party shall assume any responsibility for the collection of amounts, or claims of a financial or legal nature incurred by the other. LVH and Referring Hospital agree that the primary consideration of both parties is care of patients according to their needs. The parties agree to admit patients without regard to race, color, sex, age, national origin, religious creed, or sexual preferences. The same requirements for admission or transfer are without regard to race, color, sex, age, national origin, religious creed, or sexual preferences. The parties further agree that there is no distinction in eligibility for, or in the manner or providing, patient services

provided by or through such party.

9. Compliance with Laws. There shall be no discrimination in the performance of this Agreement against any employee, patient or other person as a result of that individual's race, color, sex, age, religion, national origin, or any other class protected by law. LVH and Referring Hospital shall comply with the requirements and provision of the Public Health Law, Section 504 of the Rehabilitation Act of 1973, Title, VI, the Pennsylvania Human Relations Act and other Federal, State and local laws related to equal opportunity. Each party shall comply with all applicable federal, state and local laws and regulations applicable to its performance hereunder, including without limitation, the Emergency Medical Treatment and Active Labor Act and the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, and the regulations promulgated thereunder.

10. Non-Exclusivity. The parties retain the right to enter into contracts, affiliations, and transfer agreements with others. This Agreement is non-exclusive.

11. Advertising and Publicity. Neither party shall use the name or logo of the other in any form or publicity or promotional or advertising material, or in any communications with the media or publicize the existence of this Agreement without the other's prior written consent. This Agreement does not constitute an endorsement by either institution of the other.

12. Notices. Notices required or permitted hereunder shall be in writing, deemed effective when received, and sent by hand delivery, nationally recognized overnight courier, or first class mail, postage prepaid, return receipt requested, if to LVH to:

Lehigh Valley Hospital  
1210 S. Cedar Crest Boulevard  
Allentown, PA 18103  
Attn: *Susan Lawrence, Vice President, Care Continuum*

And if to Referring Hospital, to:

St. Luke's Hospital & Health Network  
801 Ostrum Street  
Bethlehem, PA 18015  
Attn: Chief Nursing Officer  
With a copy at the same address to the attention of General Counsel

13. Term and Termination. The initial term of this Agreement shall be for one (1) year from the "effective date" set forth on the signature page. This Agreement shall be automatically renewed annually thereafter unless terminated in accordance with the provisions of this paragraph. Either party may terminate this Agreement by providing at least sixty (60) days notice in writing to the other party, of its intention to terminate this Agreement. Termination shall be effective at the expiration of the period of sixty (60) days or such longer period specified in the notice. This Agreement may also be terminated by a party if the other party shall have its license, certificate as a provider of services under Medicare or Medicaid, or accreditation revoked by the State or an accrediting body, including the American Hospital Association, the Joint Commission and the Pennsylvania Trauma Systems Foundation. The party whose license, certification or accreditation is revoked must notify the other party immediately in writing. The party receiving such notice may terminate this Agreement immediately upon receipt of the notice or otherwise becoming aware of such revocation. However, in the event that a transfer patient is still at the recipient institution as of the date of termination, this Agreement shall remain in full force and effect as to said patient. Notice of termination shall not relieve either party of its pre-existing obligations under this Agreement.

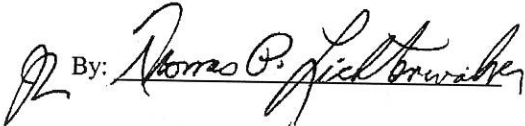
14. Modification; Entire Agreement. This Agreement may be modified or amended from time to time by mutual agreement of the parties set forth in writing, and any such modification or amendment shall be attached to and become part of this Agreement. This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement or understanding, whether oral or written.

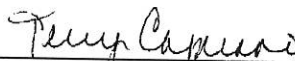
15. Governing Law. The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles. The parties shall first discuss and negotiate any disputes that arise under this Agreement with a view toward settlement and disposition thereof. Contractual disputes that cannot be resolved by the parties shall be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association then pertaining, before one neutral mediator, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of mediation in Lehigh County, Pennsylvania. The mediation 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 mediation proceedings. All costs of mediation shall be evenly divided between the parties, exclusive of each party's legal fees, each of which shall be borne by the party that incurs them. In the event the parties cannot resolve the dispute through mediation, either party may file suit in (a) any Pennsylvania state court having jurisdiction over the subject matter of the dispute or matter and (b) the United States District Court for the Eastern District of Pennsylvania. Each party consents to and waives objection to the exclusive jurisdiction of such courts for purposes of any suit, action or other proceeding initiated by a party to this Agreement and arising out of this Agreement (and agrees not to commence any action, suit or proceeding relating hereto except in such courts).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first written above.

St. Luke's Hospital & Health Network

Lehigh Valley Health Network

By: 

By:   
Terry Capuano, RN, MSN, MBA, FACHE  
Chief Operating Officer

Date: 2/11/10

Date: February 1, 2010