



# 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.

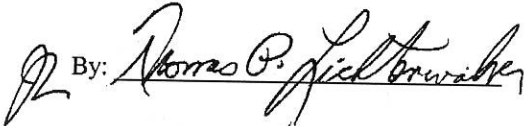
14. Modification; Entire Agreement. This Agreement may be modified or amended from time to time by mutual agreement of the parties set forth in writing, and any such modification or amendment shall be attached to and become part of this Agreement. This Agreement is the entire agreement of the parties 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