

**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.

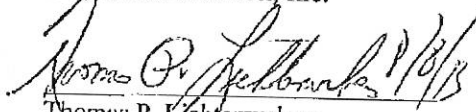


*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement as of the day and year above mentioned, intending to be legally bound.

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