

TRANSFER AGREEMENT

This Agreement, entered into this 22nd 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**.

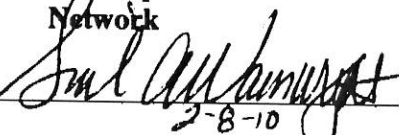
15. **Referring Institution** shall indemnify and hold harmless **Thomas Jefferson University Hospitals, Inc.**, its officers, agents and staff from any liability for claims, demands, judgments or expenses arising from any act or omission of the **Referring Institution** under this Agreement.
16. The **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: 
2-8-10

By: _____

Director, Trauma Program

~~Ralph Marino, MD~~
Director
et c

By: 

By: 

Thomas P. Lichtenwalner
Senior Vice President, Finance

Thomas J. Lewis
President and
Chief Executive Officer