



LIMITED GUARANTEE FOR ROBOTIC PROSTATECTOMIES Frequently Asked Questions (FAQ)

1. What is the limited guarantee? Saint Luke's Hospital of Bethlehem, Pennsylvania d/b/a St. Luke's Hospital & Health Network (St. Luke's), St. Luke's Center for Urology (SLCU) and Northgate Urology Associates (NUA) have agreed not to bill eligible patients or their insurance companies (if applicable) for any charges associated with a robotic prostatectomy performed at St. Luke's, if:

- St. Luke's or urologists practicing through SLCU or NUA fail to follow a specific Robotic Prostatectomy Care Plan; or
- an eligible patient experiences any of three specific undesired outcomes during a robotic prostatectomy.

In addition, St. Luke's, SLCU and NUA have agreed not to bill eligible patients or their insurance companies (if applicable) for charges associated with readmission to St. Luke's within thirty (30) days of the procedure as a direct result of an adverse outcome caused solely by a participating urologist's technical portion of a robotic prostatectomy performed at St. Luke's.

2. Why are St. Luke's, SLCU and NUA offering the limited guarantee? The care plan is designed to improve patient outcomes, and the limited guarantee is intended to demonstrate the desire of St. Luke's, SLCU and NUA to follow certain practices and procedures in furtherance of improved patient outcomes. However, St. Luke's, SLCU and NUA cannot guarantee specific outcomes for patients. For example, the three undesired outcomes are atypical, but they may occur from time to time. In addition, any failure to follow the care plan or the occurrence of an undesired outcome or a readmission is not intended to constitute an acknowledgement of fault or wrongdoing by St. Luke's, SLCU, NUA or the participating urologists.

3. What is the Robotic Prostatectomy Care Plan? St. Luke's, SLCU and NUA have developed and implemented at St. Luke's a multi-faceted Robotic Prostatectomy Care Plan intended to direct the pre-operative and inpatient process for eligible patients who undergo prostate removal through robotic prostatectomy at St. Luke's.

4. Will the plan still be followed if an otherwise eligible patient does not want to participate in the guarantee? Yes. We expect that the plan will be followed by the urologists practicing through SLCU and NUA and St. Luke's staff for every patient who undergoes prostate removal through robotic prostatectomy at St. Luke's.

5. What are the three specific undesired outcomes? The three undesired outcomes are: (a) rectal injury requiring fecal diversion and/or additional procedures related to rectal injury; (b) ureteral injury; and (c) prolonged anastomotic leak requiring retention of foley catheter by a patient for more than thirty (30) days following the date the patient undergoes the procedure.

6. Why did we choose these outcomes? We believe that these should typically be preventable when a robotic prostatectomy is performed by a qualified surgeon.

7. If an otherwise eligible patient is readmitted following a robotic prostatectomy, will the patient and his insurance company (if applicable) be charged by the urologists and St. Luke's? It depends. St. Luke's, SLCU and NUA have agreed not to bill eligible patients or their insurance companies (if applicable) for charges associated with any readmission to St. Luke's within thirty (30) days of the procedure as a direct result of an adverse outcome caused solely by a participating urologist's technical portion of a robotic prostatectomy performed at St. Luke's. In other words, the limited guarantee will apply to readmissions at St. Luke's if a participating urologist's technical portion of the surgery causes an adverse outcome. This includes things within the direct control of the urologists during the technical portion of the surgery, but it excludes many other risks generally associated with surgery. However, this does not include a



readmission caused by an adverse outcome if the adverse outcome is not caused solely by a participating urologist's technical portion of the surgery.

8. What are some examples of adverse outcomes not caused solely by a participating urologist's technical portion of a robotic prostatectomy? If an eligible patient suffers a heart attack, stroke or pulmonary embolism (blockage of the pulmonary artery) during or following the procedure, the adverse outcome would not be caused solely by a surgeon's technical portion of a robotic prostatectomy and thus the adverse outcome resulting in the readmission would not be covered by the limited guarantee. The adverse events listed in the prior sentence are only examples and are not intended to include all adverse events not caused solely by an urologist's technical portion of a robotic prostatectomy.

9. Who is eligible for this limited guarantee? The limited guarantee applies only to patients (a) of SLCU and NUA; (b) who undergo prostate removal through robotic prostatectomy at St. Luke's; (c) who sign a patient acknowledgment; and (d) with respect to patients who experience a readmission to St. Luke's within thirty (30) days of the surgery as a direct result of an adverse outcome caused solely by a participating urologist's technical portion of the surgery at St. Luke's, who are readmitted to St. Luke's for treatment.

10. Which surgeons are offering this guarantee? The surgeons who currently offer this limited guarantee are: Eric Mayer, M.D., Jarrod E. Rosenthal, M.D., Frank J. Tamarkin, M.D. and Joseph B. Lennert, MD.

11. What happens if an otherwise eligible patient is readmitted to a different hospital other than St. Luke's? If an otherwise eligible patient is admitted to a hospital other than St. Luke's as a direct result of an adverse outcome caused solely by a participating urologist's technical portion of a robotic prostatectomy performed at St. Luke's, the patient is not eligible to participate in the limited guarantee.

12. What does an eligible patient need to sign to participate in the limited guarantee? In order to be eligible for the limited guarantee, a patient must execute prior to the robotic prostatectomy a patient acknowledgement in the form delivered by the patient's participating urologist. The patient acknowledgement includes a verification by the patient that certain portions of the Robotic Prostatectomy Care Plan have been performed, such as a discussion between the physician and the patient of prostate cancer treatment options. The patient must also agree to follow his pre- and post-surgical instructions.

13. Does the guarantee cover all services related to the surgery? Certain third parties other than St. Luke's and the urologists participating in the limited guarantee, including certain affiliates of St. Luke's, may provide services in connection with a robotic prostatectomy performed at St. Luke's, the treatment of an undesired outcome or treatment provided during a readmission. For example, an anesthesiologist may provide and bill for professional services performed in connection with a robotic prostatectomy, a colorectal surgeon may attempt to correct a rectal injury or a cardiologist may provide consultative services during a patient's recovery at St. Luke's. The limited guarantee is not intended to, and does not, preclude these professionals from billing a patient or his insurance company for services provided, including such professionals employed or engaged by St. Luke's or its affiliates.

14. How does a patient make a request not to be billed under the guarantee? If an eligible patient believes that he or his insurance company (if applicable) should not be billed for a robotic prostatectomy or a readmission, the patient must deliver written notice to the appropriate practice within ninety (90) days following the date of the procedure at the following address:

SLCU Patients:
St. Luke's Center for Urology
1521 8th Avenue, Suite 201
Bethlehem, Pennsylvania 18018
Attn: Practice Administrator

NUA Patients:
Northgate Urology Associates
5325 Northgate Drive, Suite 203
Bethlehem Medical Arts Bldg.
Bethlehem, PA 18017
Attn: Practice Administrator



A patient must provide a detailed written description of the reasons why he or his insurance company (if applicable) should not be billed. If requested by the performing urologist, the patient must submit to one (1) or more physical examinations by a physician employed or engaged by the applicable practice so that the patient's urologist may adequately evaluate the patient and determine whether the limited guarantee applies.

15. Can the guarantee terms change? Yes. The terms of the limited guarantee may change from time to time. Patients should revisit the Terms and Conditions prior to undergoing a procedure. The latest terms and conditions and the Robotic Prostatectomy Care Plan posted on this website at least five (5) days prior to the date of a procedure will apply to a patient.

16. What if there is a dispute? In the event of a dispute concerning an alleged failure to follow the care plan, an alleged occurrence of an undesired outcome or an alleged readmission arising under the limited guarantee, the dispute will be submitted to a panel consisting of John J. Lukaszczyk, M.D., Mark E. Schadt, M.D., and Marc Granson, M.D., who serves as the Chief of Surgery at St. Luke's. The panel will consider in its sole discretion, information it deems relevant in making a determination, which decision will be final. If requested by the panel, the patient must meet with members of the panel, so that the panel may review the patient's assertions. The patient may be required to answer questions from the panel. If requested by the panel, the patient must undergo a physical examination by all or select members of the panel. The panel may review the patient's medical records, including any physical examination conducted by the applicable practice. In the event of a disagreement among members of the panel, a decision by a majority of the members of the panel will control.

17. Can a person use the terms of the guarantee in a medical malpractice claim against St. Luke's, SLCU, NUA and/or the participating urologists? No. A failure to follow the care plan, the occurrence of an undesired outcome or a readmission covered by the limited guarantee is not an acknowledgement of fault or wrongdoing by St. Luke's, SLCU, NUA or the participating urologists and cannot be considered an admission of liability by St. Luke's, SLCU, NUA or the participating urologists. The limited guarantee cannot be used as evidence in any legal proceeding alleging professional negligence or misconduct. In fact, the standards set forth in the limited guarantee may be a higher standard than the applicable standard of care required by law.

THESE FREQUENTLY ASKED QUESTIONS ARE INTENDED TO ASSIST YOU IN YOUR INTERPRETATION OF THE TERMS AND CONDITIONS APPLICABLE TO THE LIMITED GUARANTEE. HOWEVER, YOU SHOULD READ THE TERMS AND CONDITIONS CAREFULLY. IN THE EVENT OF A DISPUTE BETWEEN THESE FREQUENTLY ASKED QUESTIONS AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL.