

**TRANSFER AGREEMENT  
BETWEEN  
QUINCY PHYSICIANS & SURGEONS CLINIC, S.C.  
AND  
THE METHODIST MEDICAL CENTER OF ILLINOIS**

This **TRANSFER AGREEMENT** (this “**Agreement**”), to be effective as of the date fully signed by the Parties (the “**Effective Date**”), is made by and between **QUINCY PHYSICIANS & SURGEONS CLINIC, S.C.**, an Illinois service corporation (d/b/a Quincy Medical Group) (“**QMG**”) and **THE METHODIST MEDICAL CENTER OF ILLINOIS**, an Illinois not-for-profit corporation (“**MMCI**”) (each a “**Party**”, and together the “**Parties**”).

**RECITALS**

**WHEREAS**, QMG seeks to open and operate a multi-specialty ambulatory surgical treatment center to be located at 3347 Broadway Street, Quincy, Illinois (the “**Facility**”), which shall include cardiac catheterization among the services offered at the Facility;

**WHEREAS**, MMCI owns and operates an acute care hospital with, *inter alia*, open heart surgery capabilities, located at 221 NE Glen Oak Avenue, Peoria, Illinois (the “**Hospital**”);

**WHEREAS**, the Parties desire to formalize an agreement whereby patients, regardless of payor source(s), shall be transferred to the appropriate institution for various levels of medical or surgical care according to the dictates of the patients’ medical conditions as judged by attending and consultant physicians; and

**WHEREAS**, the Parties specifically wish to facilitate: (a) the timely transfer of patients and the medical records and other information necessary or useful for the care and treatment of patients transferred to and from each Party; (b) the determination as to whether such patients can be adequately cared for other than by either of the Parties hereto; (c) the continuity of care and treatment appropriate to the needs of the transferred patient; and (d) the utilization of knowledge and other resources of both healthcare entities in a coordinated and cooperative manner to improve the professional healthcare of patients.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and in reliance upon the recitals, set forth above and incorporated by reference herein, the Parties hereto agree as follows:

**I. DUTIES AND RESPONSIBILITIES**

- 1.1. **Joint Responsibilities.** In accordance with the policies and procedures of Hospital and upon the recommendation of the patient’s attending physician that a transfer is medically appropriate, such patient shall be transferred from the Facility to the Hospital as long as the Hospital has bed availability, staff availability, is able to provide the services requested by QMG, including on-call specialty physician

availability, and pursuant to any other necessary criteria established by the Hospital. In such cases, the Parties agree to exercise best efforts to provide for prompt admission of the patient. If applicable, the Parties shall comply with all EMTALA requirements with respect to such transfers.

- 1.2. **Hospital**. Hospital shall accept patients in need of transfer from Facility pursuant to the criteria set forth in Section 1.1. Further, each Party shall designate a person to coordinate with the other in order to establish acceptable and efficient transfer guidelines.
- 1.3. **Facility**. Facility shall request transfers of patients to Hospital pursuant to the criteria set forth in Section 1.1. Further, Facility shall:
  - a. Have responsibility for obtaining the patient's informed consent for the potential transfer to Hospital, if the patient is competent. If the patient is not competent, the consent of the legal guardian, agent with power of attorney for health care, or surrogate decision maker of the patient shall be obtained.
  - b. Notify Hospital as far in advance as possible of the impending transfer.
  - c. Transfer to Hospital the personal effects, including money and valuables and information related thereto. A standard form shall be adopted and used by both Parties listing such personal effects and appropriate documentation and transfer procedure.
  - d. Affect the transfer to Hospital through qualified personnel and appropriate transfer equipment and transportation, including the use of necessary and medically appropriate life support measures. MMCI's responsibility for the patient's care shall begin when the patient is admitted to Hospital.
  - e. Transfer all necessary medical records, or in the case of an emergency, as promptly as possible, transfer an abstract of the pertinent medical and other records necessary in order to continue to the patient's treatment without interruption and to provide identifying and other information, including medical, social, nursing, and other care plans. Such information shall also include, without limitation and if available, current medical findings, diagnoses, advanced medical directives, rehabilitation potential, brief summary of the course of treatment at the Facility, nursing, dietary information, ambulation status and pertinent administrative and social information.
- 1.4. **Mutual Transfers**. Patients may likewise be transferred from the Hospital to the Facility, following the same processes outlined in this Agreement. The Parties shall meet periodically to review the transfer process, of policies and procedures in order to improve the process, including efficiency, clinical care and patient safety.

- 1.5. **Non-Discrimination.** The Parties acknowledge nothing in this Agreement shall be construed to permit discrimination by either Party in the transfer process set forth herein based on race, color, national origin, handicap, religion, age, sex or any other characteristic protected by Illinois state laws, Title VI of the Civil Rights Act of 1964, as amended, or any other applicable state or federal laws. Further, Section 504 of the Rehabilitation Act of 1973 and the American Disabilities Act, as amended, require that no otherwise qualified individual with a handicap shall, solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medical or Medicaid programs.
- 1.6. **Name Use.** Neither Party shall use the name of the other Party in any promotional or advertising material unless the other Party has reviewed and approved in writing in advance such promotional and advertising material.
- 1.7. **Standards.** Each Party shall ensure its staff provides care to patients in a manner that will ensure that all duties are performed and services provided in accordance with any standard, ruling or regulation of The Joint Commission, the Department of Health and Human Services or any other federal, state or local government agency, corporate entity or individual exercising authority with respect to or affecting such Party. Each Party shall ensure its professionals perform their duties in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.
- 1.8. **Exclusion/Debarment.** Both Parties certify that they have not been debarred, suspended, or excluded from participation in any state or federal healthcare program, including, but not limited to, Medicaid, Medicare, and Tricare. In addition, each Party agrees that it will immediately notify the other Party if it subsequently becomes debarred, suspended, or excluded or proposed for debarment, suspension, or exclusion from participation in any state or federal healthcare program.
- 1.9. **Confidentiality.** Each Party acknowledges certain material, which will come into its possession or knowledge in connection with this Agreement, may include confidential information, disclosure of which to third parties may be damaging to the other Party, and therefore agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement, to release such information only to those persons requiring access thereto for such performance or as may otherwise be required by law and to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and/or any applicable state law.
- 1.10. **Access to Books and Records.** Both Parties will maintain records relating to their responsibilities under this Agreement for a period of one (1) year from the date of services. During normal working hours and upon prior written and reasonable notice, each Party will allow the other Party reasonable access to such records for audit purposes and also the right to make photocopies of such records (at requesting

Party's expense), subject to all applicable state and federal laws and regulations governing the confidentiality of such records.

## II. FINANCIAL ARRANGEMENTS.

- 2.1 **Billing and Collection.** The patient is primarily responsible for payment for care provided by the Hospital or the Facility. Each Party shall bill and collect for services rendered by such Party pursuant to all state and federal guidelines and those set by third party payers. Neither the Hospital nor the Facility shall have any liability to the other for billing, collection or other financial matters relating to the transfer or transferred patient. Since this Agreement is not intended to induce referrals, there should be no compensation or anything of value, directly or indirectly, paid between the Parties.
- 2.2 **Insurance.** Each Party shall, at its expense, maintain through insurance policies, self-insurance or any combination thereof, such policies of comprehensive general liability and professional liability insurance with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate to insure such Party and its Board, officers, employees, and agents acting within the scope of their duties and employment against any claim for damages arising by reason of injuries to property or personal injuries or death occasioned directly or indirectly in connection with services provided by such Party and activities performed by such Party in connection with this Agreement. Either Party shall notify the other Party thirty (30) days prior to the termination or modification of such policies.

## III. EFFECTIVE DATE, TERM AND TERMINATION.

- 3.1 **Effective Date and Term.** The promises and obligations contained herein shall commence on the Effective Date, and shall continue for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless sooner terminated by either Party under Section 3.2 herein.
- 3.2 **Termination.** This Agreement may be sooner terminated on the first to occur of the following:
- a. Written agreement by both Parties to terminate this Agreement.
  - b. In the event of breach of any of the terms or conditions of this Agreement by either Party and the failure of the breaching Party to correct such breach within ten (10) business days after written notice of such breach by either Party, such other Party may terminate this Agreement immediately with written notice of such termination to the breaching Party.
  - c. In the event either Party to this Agreement shall, with or without cause, for any reason or no reason whatsoever, at any time give to the other at least

thirty (30) days advanced written notice, this Agreement shall terminate on the future date specified in such notice.

d. Debarment, suspension, or exclusion, as set forth in Section 1.7 of this Agreement.

3.3. **Effects of Termination.** Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination.

#### IV. **MISCELLANEOUS.**

4.1 **Entire Agreement.** This Agreement constitutes the entire agreement between Parties and contains all of the terms and conditions between the Parties with respect to the subject matter hereunder. Facility and Hospital shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other older transfer agreements, either written or oral, between the Parties with respect to the subject matter hereof.

4.2 **Relationship of the Parties.** The Parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the Parties, or to allow any Party to exercise control or direction over the manner or method by which any of the Parties perform services herein.

4.3 **Amending.** It may only be amended, modified or terminated by an instrument signed by the Parties.

4.4 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding any provision of this Agreement to the contrary, either Party will have the right to assign or otherwise transfer its interest under this Agreement to a related entity. A "related entity" will include a parent, wholly-owned subsidiary, an entity resulting from a sale of all or substantially all of that Party's assets or from a merger, affiliation, or consolidation of that Party with or into another entity. Such an assignment will not require the consent or approval of the other Party, but prompt notice of such assignment shall be provided by the assigning Party to the other Party.

4.5 **Survival.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

4.6 **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

- 4.7 **Notices.** Notices required herein shall be considered effective when delivered in person, or when sent by United States certified mail, postage prepaid, return receipt requested and addressed to:

**Facility**

Quincy Medical Group  
1025 Maine Street  
Quincy, IL 62301  
Attn: President/CEO

**Hospital**

The Methodist Medical Center of Illinois  
221 NE Glen Oak Avenue  
Peoria, IL 61636  
Attention: President and CEO

Or to other such address, and to the attention of such other person(s) or officer(s) as a Party may designate by written notice.

- 4.8 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws in Illinois.
- 4.9 **Nonexclusive.** Nothing in this Agreement will be construed as limiting the right of either party to affiliate or contract with any other party.
- 4.10 **Indemnification.** It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent nor wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one Party against the other or against a third party. Each Party hereby agrees to indemnify and hold harmless the other Party or the acts or omissions of the indemnifying Party.
- 4.11 **Counterparts.** This document may be executed in one or more counterparts, each of which when taken together shall constitute but one and the same instrument.

*[Signature Page(s) to Follow Below]*

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the last date written below.

QUINCY PHYSICIANS & SURGEONS  
CLINIC, S.C.

THE METHODIST MEDICAL CENTER OF  
ILLINOIS

By: 

Printed Name: Carol Brockmiller

Title: Chief Executive Officer

Date: February 7, 2019

By: 

Printed Name: Jeanine Spain

Title: VP Regional CNO

Date: February 7, 2019