

## PATIENT TRANSFER AGREEMENT

This **PATIENT TRANSFER AGREEMENT** is made and entered into the last date of signature below ("**Effective Date**"), by and between St. John's Hospital of the Hospital Sisters of the Third Order of St. Francis ("**Receiving Facility**") and Quincy Physicians & Surgeons Clinic, S.C., d/b/a Quincy Medical Group ("**QMG**"). Receiving Facility and QMG may each be referred to herein as ("**Party**") and collectively as the ("**Parties.**")

**WHEREAS**, QMG has filed a Certificate of Need permit application with the Illinois Health Facilities and Services Review Board seeking approval to establish a multi-specialty ambulatory surgical treatment center located at 3347 Broadway Street in Quincy, Illinois (the "**ASTC**"); and **WHEREAS**, one of the operating rooms in the ASTC will be dedicated to cardiac catheterization; and

**WHEREAS**, following approval by the Illinois Health Facilities and Services Review Board, QMG will obtain all necessary certifications and/or licenses required by federal, state, and local laws and regulations to provide the aforementioned services in the State of Illinois.

**WHEREAS**, Receiving Facility operates an acute care facility with open heart surgery capabilities located at 800 East Carpenter Street, Springfield, Illinois 62769; and

**WHEREAS**, both Parties desire to assure continuity of care and treatment appropriate to the needs of each patient, including, but not limited to, patients requiring specialized services not available at QMG (collectively "**Patient**"), and to use the skills and resources of both Parties in a coordinated and cooperative fashion to improve patient care for all levels of illness; and

**WHEREAS**, the Parties desire to enter into this Agreement in order to specify the rights and duties of each of the Parties and to specify the procedure for ensuring the timely transfer of Patients at such time QMG has obtained licensure and certification as an ASTC..

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, QMG and Receiving Facility hereby agree as follows:

- 1. TRANSFER OF PATIENTS.** In accordance with the policies and procedures of the Receiving Facility and upon the recommendation of the Patient's attending physician that such a transfer is medically appropriate, such Patient will be transferred from the ASTC to the Receiving Facility as long as the Receiving Facility 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 Receiving Facility. In such cases, QMG and the Receiving Facility agree to exercise best efforts to provide for prompt admission of the Patient. The Parties agree that each shall comply with all EMTALA requirements with respect to patient transfers, as described further in Section 6.2 below. QMG and Receiving Facility shall meet periodically to review the transfer process, policies, and procedures in order to improve the transfer process, including its efficiency, clinical care, and patient safety. The Parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws.

**1.1. Obligations of QMG.**

- 1.1.1. QMG shall be responsible for informing the Patient, the Patient's parent(s), legal guardian, or other relative(s) of the transfer process and for obtaining any releases or consent to effect the transfer. QMG shall obtain the Patient's informed consent to transfer, if the Patient is competent. If the Patient is not competent, QMG will obtain the appropriate consent from an authorized representative of the Patient who is permitted by law to give consent, and if such consent is not possible, QMG will obtain consent from the Patient's physician.
- 1.1.2. QMG shall contact the Receiving Facility at **(888) 544-6464** and inform Receiving Facility that a Patient requires transfer pursuant to this Agreement and indicate the Patient's name and general medical condition. QMG must receive acknowledgement that there is a bed available for the Patient at Receiving Facility and that there is a qualified physician available to accept the Patient for treatment.
- 1.1.3. Transfer arrangements will be made by QMG. QMG shall designate a person who has authority to represent QMG and coordinate the transfer of the Patient from the ASTC. QMG shall arrange for the appropriate transfer of the Patient, including selection of the mode of transportation and providing appropriate qualified medical personnel to accompany the Patient if necessary. QMG shall be responsible for the stabilization, to the extent possible, and care of the Patient prior to and during transport. Receiving Facility shall only be responsible for transporting the Patient when Receiving Facility provides the method of transportation. QMG shall be responsible for the transfer or other appropriate disposition of any personal belongings of the Patient until delivered to and accepted by the appropriate personnel of the Receiving Facility, at which time such personal effects and valuables shall become the sole responsibility of the Receiving Facility.
- 1.1.4. QMG shall transmit with the Patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary to continue the Patient's treatment without interruption and to provide identifying and other information, as described in Section 3 of this Agreement.
- 1.1.5. QMG shall supplement the above information set forth in Subsection 1.1.4 as necessary for the maintenance of the Patient during transport and treatment upon arrival at Receiving Facility.
- 1.1.6. QMG shall comply with all other applicable Receiving Facility and QMG policies, federal and state law and regulations, or local ordinances that apply to the care and transfer of Patients.

**1.2. Obligations of Receiving Facility.**

- 1.2.1. Receiving Facility agrees it will accept Patient transfers from the ASTC in accordance with the criteria set forth above. Receiving Facility agrees to admit the Patient as promptly as reasonably possible, consistent with its policies and procedures regarding admission and outpatient care, and its current capacity to accommodate the Patient.
- 1.2.2. Receiving Facility's responsibility for a QMG Patient's care will begin when the Patient is admitted to Receiving Facility for inpatient services, or is transferred to Receiving Facility for outpatient services. It shall be the responsibility of the physician to whom the Patient is transferred to arrange the admission of the Patient to Receiving Facility. Admissions to Receiving Facility shall be in accordance with its admission policies and procedures and in accordance with Receiving Facility's medical staff bylaws and rules and regulations. Nothing in this Agreement shall be construed to require Receiving Facility to give priority of admission to Patients being transferred from the ASTC.
- 1.2.3. Receiving Facility shall comply with all other applicable Receiving Facility and QMG policies, federal and state law and regulations, or local ordinances that apply to the care and transfer of Patients.
- 1.2.4. With respect to the transfers of sexual assault patients, Receiving Facility agrees to accept sexual assault patients for treatment and evidence collection. Receiving Facility has Sexual Assault Nurse Examiner (SANE) trained nursing staff.

## 2. TERM AND TERMINATION

- 2.1. **Term.** This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides the other Party written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current term, subject, however, to termination under Section 2.2 herein. The Parties acknowledge that while the Agreement shall commence on the Effective Date, QMG must first obtain approval of the ASTC by the Illinois Health Facilities and Services Review Board, along with obtaining licensure and certification, prior to opening in 2020 or 2021. As such, the obligations, duties, and rights of each of the Parties under this Agreement shall not begin until such time QMG has obtained licensure and certification as an ASTC. Upon termination of this Agreement, neither Party shall have any further obligation hereunder, except for obligations accruing prior to the date of termination.
- 2.2. **Events of Termination.** Notwithstanding the foregoing, this Agreement may be terminated upon the occurrence of any one (1) of the following events:
  - 2.2.1. Either Party may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the other Party.

2.2.2. If either Party shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment, or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such Party to be bankrupt or insolvent, or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, and such order, judgment, or decree shall continue in effect and un-stayed for a period of thirty (30) consecutive calendar days, then the other Party may terminate this Agreement upon ten (10) business days' prior written notice to such Party.

2.2.3. In the event of a 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.

**2.3. Immediate Termination.** Notwithstanding anything to the contrary herein, this Agreement will be terminated immediately upon the following events: (a) the suspension, revocation, or lapse of the license, certificate or other legal credential authorizing a Party to provide health care services; (b) termination of a Party's participation in or exclusion from any federal or state health care program for any reason; and/or (c) the cancellation or termination of a Party's professional liability insurance required under this Agreement without replacement coverage having been obtained.

### **3. INTERCHANGE OF INFORMATION.**

**3.1. Transfer Record.** In the interest of good patient care and in an effort to maintain continuity of care, a transfer record shall accompany each transferred Patient, or shall be transferred immediately via facsimile or other secured means of electronic transmission, when applicable. The Parties agree that QMG is responsible for providing the Receiving Facility with the transfer record, which shall include, to the extent available, any and all medical records, necessary documents and completed forms containing medical, social, and/or other information necessary or useful for (i) the care and treatment of the transferred Patient; and (ii) determining the appropriateness of the placement and continued care. The transfer record information shall include, but is not limited to, the following information, to the extent available:

3.1.1. Admission form;

3.1.2. Admission history/physical;

- 3.1.3. Physician progress notes;
- 3.1.4. Discharge summary;
- 3.1.5. Medical history and medication;
- 3.1.6. Medical imaging (e.g., X-ray, MRI, CAT scan, etc.);
- 3.1.7. Pertinent laboratory values;
- 3.1.8. Brief summary of care and/or course of treatment received at QMG;
- 3.1.9. Name and telephone number of next of kin;
- 3.1.10. Power of attorney or guardian;
- 3.1.11. Copy of signed consent for transport of minor;
- 3.1.12. Other pertinent administrative and social information;
- 3.1.13. Physician Order for Transfer Form (substantially similar to that attached hereto as Exhibit A); and
- 3.1.14. Physician Orders for Transport Form (substantially similar to that attached hereto as Exhibit B).

The transferring Party will complete and send in advance, when possible, or with each transferred Patient at the time of transfer, the transfer record as documented in a format mutually agreed upon by the Parties. In the event of an emergency, the transferring Party will complete and provide such forms as promptly as possible.

**3.2. Financial Information.** QMG shall provide Receiving Facility any information that is available at the time of transfer or thereafter, concerning Patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, public QMG or QMG district.

**3.3. NOTICE OF TRANSFER.** QMG shall notify the Receiving Facility as far in advance as possible that a Patient is to be transferred. In the event Receiving Facility cannot accept transfer due to bed availability, Receiving Facility may assist QMG through telephonic consultation in transferring the Patient to another facility which provides the necessary services. The acceptance of a transfer request will be deemed to constitute Receiving Facility's representation that it has available space and qualified personnel for the Patient's treatment, and furthermore, that Receiving Facility agrees, upon completion of the transfer, to provide appropriate medical treatment for the Patient.

**4. FINANCIAL ARRANGEMENTS.** The Patient is primarily responsible for payment for care provided by QMG or the Receiving Facility. Charges for services performed by one institution for Patients transferred from the other institution pursuant to this Agreement shall be collected by the Party rendering such services directly from the Patient and/or other third party payor. Neither Party shall have any liability to the other for such charges, except to the extent that such liability would exist separate or apart from this Agreement. Nor shall either Party receiving a transferred Patient be responsible for the collection of any accounts receivable of the other Party from such Patient, which may still be outstanding after such

transfer takes place. 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.

## 5. COMPLIANCE.

- 5.1. **Compliance with Laws.** The Parties believe and intend that this Agreement complies with all applicable federal and state laws as well as applicable regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f), fraud and abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "**Laws**"). Neither Party shall be required to make referrals or be in a position to induce referrals or otherwise generate business for the other Party as a condition of transferring or receiving Patients hereunder. Each Party shall ensure that its staff provide 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 the Party. Each Party shall ensure that its professionals shall perform their duties hereunder in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.
- 5.2. **EMTALA.** The Parties specifically acknowledge QMG's and Receiving Facility's responsibilities under the federal Emergency Medical Treatment And Labor Act ("**EMTALA**") and agree to comply with its provisions, as well as any rules and regulations promulgated under EMTALA, any EMTALA guidelines issued by the Center for Medicare and Medicaid Services ("**CMS**"), and any interpretation of EMTALA which might apply to the services provided hereunder.
- 5.3. **HIPAA Compliance.** Each Party shall comply with the applicable Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and other applicable state or federal health information privacy and security laws (collectively, "**Privacy Laws**") in effect as of the Effective Date or as amended from time to time. Each Party shall promptly report to the other Party any use or disclosure of any patient health information which is not permitted under HIPAA whenever such disclosing Party becomes aware of such improper use or disclosure. The disclosing Party, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by such disclosing Party, of a use or disclosure of a patient's health information in violation of HIPAA.
- 5.4. **Ethical and Religious Directives.** The Parties acknowledge that Receiving Facility is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church

("Ethical and Religious Directives"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Receiving Facility. It is the intent and agreement of the Parties that neither this Agreement nor any part hereof shall be construed to require Receiving Facility to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives.

6. **WARRANTY OF NON-EXCLUSION.** Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party shall promptly notify the other Party in writing upon the commencement of any such exclusion or investigation.

7. **PARTIES' QUALIFICATIONS.**

7.1. **Receiving Facility.** Receiving Facility represents and warrants that it has all necessary qualifications, certifications, and/or licenses required by federal, state, and local laws and regulations to provide general acute care in the State of Illinois. In addition, Receiving Facility represents and warrants that it is approved for participation in the Medicare and Medicaid programs.

7.2. **QMG.** QMG represents and warrants that following approval by the Illinois Health Facilities and Services Review Board, it will obtain all necessary qualifications, certifications, and/or licenses required by federal, state, and local laws and regulations to provide services in the State of Illinois. In addition, QMG represents and warrants that it is approved for participation in the Medicare and Medicaid programs.

8. **INSURANCE, INDEMNIFICATION AND STATUS OF THE PARTIES**

8.1. **Professional Liability/General Liability Insurance.** QMG and Receiving Facility each agree to maintain such policies of general and professional liability insurance, or self-insurance, in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate for each Party to insure against claims which may arise out of the performance of the terms of this Agreement. Upon request, a Party shall furnish to the other Party such certificate(s) of insurance. Receiving Facility will promptly, and in no event longer than thirty (30) days, notify QMG in writing of any material modification or cancellation in such insurance. Shared professional liability limits between Parties are prohibited.

8.2. **Indemnification by Receiving Facility.** Receiving Facility shall indemnify and hold harmless QMG, its officers, agents, and employees from any loss, cost, damage, expense, reasonable attorney's fees, and liability of whatsoever nature or kind, arising out of or as a result of the misconduct, act, or failure to act of Receiving Facility, its employees, or agents.

- 8.3. **Indemnification by QMG.** QMG shall indemnify and hold harmless Receiving Facility, its officers, agents, and employees from any loss, cost, damage, expense, reasonable attorney's fees, and liability of whatsoever nature or kind, arising out of or as a result of the misconduct, act, or failure to act of QMG, its employees, or agents.
- 8.4. **Survival of Indemnification Provisions.** The indemnities contained herein shall continue in full force and effect notwithstanding the termination or expiration of this Agreement.
- 8.5. **Independent Parties.** Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

## 9. GENERAL PROVISIONS

- 9.1. **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- 9.2. **Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party.
- 9.3. **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.
- 9.4. **Counterparts; Facsimile and pdf Signatures.** The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.
- 9.5. **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the Parties and constitutes the entire Agreement between the Parties. Neither QMG nor Receiving Facility shall be entitled to benefits other than those specifically enumerated herein.



- 9.6. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Illinois. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where QMG is located in the State of Illinois.
- 9.7. **Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 9.8. **Interpretation.** The Parties hereto acknowledge that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 9.9. **Notice.** Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail (each notice being deemed given as of the date of mailing), electronic mail for which the sender has an electronic receipt, or by hand delivery at the address listed below unless either Party shall designate a new address by written notice. The notice shall be deemed to be received as follows: in the case of actual delivery, on the date of its receipt by the Party entitled to it; in the case of overnight courier service, on the next business day following mailing; and in the case of certified or registered mail, three (3) days after the date of its mailing.

QMG:

Quincy Medical Group  
1025 Maine Street  
Quincy, IL 62301  
Attn: Ms. Carol Brockmiller

Receiving Facility:

HSHS St. John's Hospital  
800 East Carpenter Street  
Springfield, IL 62769  
Attn: President and CEO

- 9.10. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- 9.11. **Survival.** Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.
- 9.12. **Third Party Rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.

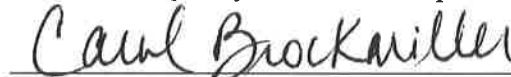
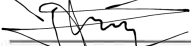
- 9.13. **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.
- 9.14. **Name Use.** Neither Party shall use the name of the other Party in any promotional or advertising material unless the other Party has reviewed and approved in writing in advance such material.
- 9.15. **Confidentiality.** Each Party agrees to maintain confidentiality of patient information disclosed for the purposes of providing necessary medical care and not to disclose any such information except where permitted by law. Each Party agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access thereto for such performance or as may otherwise be required by law and to comply with HIPAA.
- 9.16 **Oversight of Transfers.** QMG and Receiving Facility shall each designate a representative with responsibility for oversight of the transfers conducted under this Agreement. These representatives, or their designees, shall serve as a conduit for communication between the parties to discuss quality improvement measures related to patient stabilization, treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement consistent with the bylaws of each and as permitted by all applicable laws. All information obtained and any materials prepared for and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient care according to 735 ILCS 5/8-2101 et. seq. as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and become effective by their duly authorized officer.

St. John's Hospital of the Hospital of the  
Hospital Sisters of the Third Order of St. Francis

Quincy Physicians & Surgeons Clinic,  
S.C., d/b/a Quincy Medical Group

DocuSigned by:

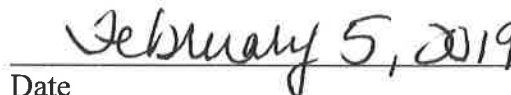


E. J. Kasper, MHA, DPT, FACHE  
Interim President and CEO  
HSHS St. John's Hospital  
President and CEO  
HSHS Central Illinois Division

Signature

Carol Brockmiller, CEO  
Printed and Title

2/5/2019



Date

Date

**EXHIBIT A**

### PHYSICIAN ORDER FOR TRANSFER FORM

**PATIENT CONDITION (check appropriate category)**

- Stable Condition
- Emergency Medical Condition/Unstable Condition (Includes Pregnant Woman having Contractions)

**REASON FOR TRANSFER (check appropriate category)**

- Transfer of Stable Patient (specify reason for transfer below, i.e. physician-initiated, lack of services, etc.): \_\_\_\_\_
- EMTALA Transfer of Unstable Patient with Emergency Medical Condition in need of treatment at Receiving Facility (specify treatment): \_\_\_\_\_
- YES    NO - Request for Transfer Initiated by Patient/Legal Representative

**SUMMARY OF RISKS AND BENEFITS OF TRANSFER (discussed with patient or patient's legal representative):**

**RISKS**

- Death
- Other \_\_\_\_\_

**BENEFITS**

- Access to specialized treatment/services/provider
- Other \_\_\_\_\_

All transfers have inherent risks or delays of accidents in transit, pain or discomfort upon movement, and limited medical capacity of transport that may limit available care in the event of a crisis.

**RECEIVING FACILITY'S ACCEPTANCE**

Receiving Facility: \_\_\_\_\_ Time of Acceptance: \_\_\_\_\_

Accepting Physician (Print Name): \_\_\_\_\_

indicated when I spoke with him/her at the time of acceptance that the Receiving Facility has available space and qualified medical persons to provide appropriate medical treatment and has agreed to accept the transfer.

**PATIENT CONSENT**

I understand the reason for transfer and the risks and benefits of transfer as explained to me and I hereby:

- CONSENT to Transfer
- REFUSE Transfer

\_\_\_\_\_  
Patient/Legally Responsible                      Date  
Party Signature

\_\_\_\_\_  
Witness Signature                                      Date

\_\_\_\_\_  
Relationship (if not Patient)

**EXHIBIT B**

**PHYSICIAN ORDERS FOR EMS TRANSPORT FORM**

**PHYSICIAN ORDERS FOR EMS TRANSPORT**

**(check applicable orders to be continued during EMS transport of a patient to another facility)**

**IV Fluids** \_\_\_\_\_

**Medication Orders (specify):** \_\_\_\_\_

\_\_\_\_\_

**Other Orders (specify):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Physician's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Time**