

AGREEMENT

This Agreement is entered into this 1st day of August, 2011 by and between Via Christi Hospital Pittsburg, Inc., a not-for-profit hospital located in Pittsburg, Kansas ("VCH-P"), and Children's Advocacy Center, Inc. ("CAC").

WHEREAS, CAC coordinates the investigation and treatment services for certain patients involved in allegations of sexual or serious physical abuse in a collaborative manner and desires that VCH-P perform child abuse medical examinations from time to time as may be necessary; and

WHEREAS, VCH-P has trained Sexual Assault Nurse Examiners (SANE) available to provide said child abuse medical examinations and is willing to provide the requested services to CAC as may be necessary from time to time; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties hereto do agree as follows:

1. VCH-P Responsibilities.

- 1.1 To provide qualified, trained sexual assault nurse examiners to perform child abuse medical examinations as requested by CAC from time to time;
- 1.2 To perform said examinations in accordance with the CAC Protocol of Services ("Protocol") as set forth on Exhibit "A," attached hereto and fully incorporated herein;
- 1.3 To require its SANE nurses to participate in the regularly scheduled monthly Crawford or Cherokee County Case Review Team meetings in person or to share updates by telephone;
- 1.4 To make its SANE nurses available for non-urgent cases during regular business hours and in urgent cases as soon as possible as may be necessary under the circumstances;
- 1.5 To maintain confidentiality of all records or information as required by law;
- 1.6 To use its best efforts to make available SANE personnel to testify as may be required from time to time, provided said personnel are employed by VCH-P at the time said testimony is required.

2. CAC Responsibilities.

- 2.1 To follow the CAC Protocol of Services and consult with the multidisciplinary team members as may be required under the Protocol.
- 2.2 To invite VCH-P SANE personnel to any educational and/or training sessions offered by CAC.

3. Term and Termination. This Agreement shall commence on the 1st day of August, 2011 and shall continue thereafter on a year to year basis unless or until terminated by either party giving the other party thirty (30) days advance written notice.

4. Miscellaneous.

- 4.1 Status of the Parties. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between VCH-P and CAC. VCH-P and CAC are performing the services and duties required hereunder as independent contractor and not as an employee, agent, partner of or joint venture with CAC.
- 4.2 Assignment. Neither party may assign, sell, or transfer this Agreement without the prior written consent of the other first being obtained.
- 4.3 Amendment. No amendment will be in force unless made in writing and signed by both parties.
- 4.4 Record. CAC further agrees that in the event 42 U.S.C. 1395x is applicable to this Agreement, CAC shall retain or make available, upon request, for a period of four (4) years after the furnishing of services, all books, records and documents that are necessary to verify the nature and extent of the value and costs of services as requested by the Secretary of Health and Human Services or the Comptroller General or any other duly authorized representatives, all as required by Section 952 of the Omnibus Reconciliation Act of 1980 and the regulations promulgated there under.
- 4.5 HIPAA Confidentiality. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and the HITECH Act and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy

Regulations. In additions, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

- 4.6 Entireties Clause. This Agreement constitutes the entire contract between the VCH-P and CAC regarding the services covered under this Agreement. Any agreement, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original.

5.

Billing for Services. VCH-P understands and acknowledges that the CAC offers no financial reimbursement for services or the SANE exam and the hospital shall collect payment through the county(ies) as outlined in Kansas statute K.S.A. 28-172a,¹ and amendments thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year noted below.

Via Christi Hospital Pittsburg, Inc.

Children's Advocacy Center, Inc.

Debra L. Bainbridge
By

Sandy Morris
By

CFO
Title

Executive Director
Title

9-8-2011
Date

8/22/11
Date

¹ (c)The fee chargeable for conducting an examination of a victim as herein provided shall be established by the department of health and environment. Such fee, including the cost of the sexual assault evidence collection kit shall be charged to and paid by the county where the alleged offense was committed, and refusal of the victim to report the alleged offense to law enforcement shall not excuse or exempt the county from paying such fee. The fee for conducting an examination of a victim as herein provided shall not be charged or billed to the victim or to the victim's insurance carrier. Such county shall be reimbursed such fee upon the costs being paid by the defendant as court costs assessed pursuant to K.S.A. 28-172a, and amendments thereto.

EXHIBIT "A"

PROTOCOL OF SERVICES

C. MEDICAL EXAMINATION

1. The CAC will refer child victims of abuse for a medical exam under the following situations:
 - A. The reported abuse has occurred within seven days of the interview.
 - B. The allegations involved any type of penetration.
 - C. If the alleged abuse is chronic.
 - D. At the discretion of the multidisciplinary team.
2. The immediate goals of the medical exam include the following:
 - A. Insuring the health and safety of the child by conducting an exam of their genital areas.
 - B. Reassuring the child and non-offending parent or caretaker regarding the child's body's functioning.
 - C. Opportunity for disclosure.
 - D. Collecting and securing forensic evidence.
 - E. Documenting forensically significant findings.
3. Medical examinations shall be conducted by a Sexual Assault Nurse Examiner (SANE) at Via Christi Hospital Pittsburg, Inc. A medical examination will take place as soon as possible in the urgent cases described below:
 - A. Sexual abuse within the preceding 72 hours.
 - B. Abuse causing obvious injury.
 - C. Patients who appear ill or physically distressed.
 - D. Risk that evidence will be lost by a delay in the examination.

If a child is taken to the hospital before a report is made to SRS or Law Enforcement, the SANE nurse must call a CAC staff person at one or both of the cell numbers (620) 249-1324 or (620) 762-3904.

At the time of the forensic interview, if a medical examination has not been conducted or scheduled, the CAC staff person will consult with the multidisciplinary team members to assess the need for a medical examination. All patients with physical injuries or alleged to have been sexually abused should be examined by a physician or nurse examiner. If immediate medical attention is necessary, the victim should be brought to the nearest emergency room. If a forensic interview has been completed before the medical examination, the CAC staff person will fax or call giving a brief description of the disclosure to the Sexual Assault Nurse Examiner prior to the examination. This will prevent repeated questioning of the victim while providing the necessary information to the examiner.