**PEDIATRIC SEXUAL ASSAULT SURVIVOR TRANSFER AGREEMENT**

**THIS PEDIATRIC SEXUAL ASSAULT SURVIVOR TRANSFER AGREEMENT** (“Agreement”) is made by and between **[Hospital Name] (the “Treatment Hospital”)**, and **[Hospital Name]** (**the** **“Pediatric Transfer Hospital”**) (individual and/or collectively, the “Party(ies)”). This Agreement is effective as of the date of the last signature below (the “Effective Date”).

1. The Parties recognize the specialty and medically necessary sexual assault survivor treatment services (the “Services,” as further defined in Article 8 (§ 32.1-162.15:2 et seq.) of Chapter 5 of Title 32.1 of the Code of Virginia) required to treat a person aged younger than 18 years of age who presents with injuries or trauma resulting from sexual assault.
2. The Parties desire to enter into this Agreement governing the transfer of pediatric sexual assault survivor patients (the “Patient(s)”) from Pediatric Transfer Hospital to Treatment Hospital for Services available at Treatment Hospital but not at Pediatric Transfer Hospital.
3. Treatment Hospital agrees to accept from Pediatric Transfer Hospital Patients requiring such medically necessary Services available at Treatment Hospital but not at Facility, subject to the availability of an appropriate bed and the capacity to provide the Services required.
4. The Parties hereto 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 between the facilities.

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of Patients and records between the facilities, the parties hereto agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any Patient of the Pediatric Transfer Hospital is deemed by the Pediatric Transfer Hospital to require the Services of the Treatment Hospital, and the transfer is deemed medically appropriate, the Pediatric Transfer Hospital shall arrange for the transfer of the Patient to the Treatment Hospital as set forth herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, including, but not limited to the *Emergency Medical Treatment and Active Labor Act* (“EMTALA”)and its implementing regulations, the standards of the Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. The Treatment Hospital’s responsibility for the Patient’s care shall commence upon the Patient’s admission to the Treatment Hospital, unless the Treatment Hospital provides, or arranges for, the Patient’s transportation from the Pediatric Transfer Hospital, in which case the Treatment Hospital shall become responsible for the Patient’s care upon the Patient’s discharge from the Pediatric Transfer Hospital.
2. **TRANSFER CRITERIA.** The Pediatric Transfer Hospital shall transfer Patients, who may require further evaluation of sexual abuse, to Treatment Hospital for provision of Services. For purposes of this Agreement, “pediatric” means a sexual assault survivor who is under the age of 18 years old, and the presence of a developmental delay does not impact the applicability of this definition. The Pediatric Transfer Hospital may transfer Patients who may require Services if the Patient presents with physical findings concerning acute sexual abuse or assault, including signs of genital trauma or bleeding, or a disclosure of sexual assault or abuse.
3. **RESPONSIBILITIES OF THE PEDIATRIC TRANSFER HOSPITAL.** The Pediatric Transfer Hospital shall be responsible for performing, or ensuring the performance of, the following:
	1. Provide, within its capacity and capabilities, an appropriate medical screening examination and stabilizing treatment of the Patient prior to transfer.
	2. Designate an individual with the authority to represent the Pediatric Transfer Hospital and to coordinate the transfer of the Patient from the Pediatric Transfer Hospital (“Designated Representative”).
	3. Arrange for appropriate and safe transportation and care of the Patient during transfer.
	4. Contact the Designated Representative of the Treatment Hospital prior to transfer to receive confirmation regarding appropriate Services and staff necessary to provide the Patient’s care.
	5. Provide the Patient’s family with an appropriate explanation of the reason for the transfer to another hospital for treatment.
	6. Report to Child Protective Services (“CPS”), as required pursuant Va. Code § 63.2-1509, and maintain documentation of the report number provided by CPS.
	7. Ensure the medical record does not reflect conclusions regarding whether a crime (e.g., criminal sexual assault, criminal sexual abuse) occurred.
	8. Notify the Designated Representative of the Treatment Hospital of the estimated time of the Patient’s arrival.
	9. Establish policies for (a) maintaining the confidentiality of the Patient’s medical records in accordance with applicable state and federal law, (b) maintaining the chain of custody for handing the Patient and clothing, and (c) the inventory and safekeeping of any Patient valuables sent with the Patient to the Treatment Hospital.
	10. Recognize the right of a Patient to request transfer into the care of a physician and Treatment Hospital of the Patient’s choosing.
4. **RESPONSIBILITIES OF THE TREATMENT HOSPITAL.** The Treatment Hospital shall be responsible for performing, or ensuring the performance of, the following:
	1. Promptly provide confirmation to the Designated Representative of the Pediatric Transfer Hospital regarding the availability of appropriate Services and staff necessary to treat the Patient and confirmation that the Treatment Hospital agrees to accept transfer of the Patient.
	2. Provide, within its capabilities, appropriate personnel, equipment, and Services to assist the receiving healthcare team with the receipt and treatment of transferred Patient.
	3. Designate a Designated Representative to represent the Treatment Hospital and to coordinate the transfer of the Patient to the Treatment Hospital.
	4. When appropriate and within its capabilities, assist with the medically appropriate transportation of the Patient.
	5. Accept, within its capacity and capabilities, the transfer of the Patient and provide appropriate forensic medical examination as indicated.
	6. Provide Services to the Patient, in accordance with its Pediatric Sexual Assault Survivor Treatment Plan approved by the Virginia Department of Health (“VDH”).
	7. Upon discharge of the Patient back to the Pediatric Transfer Hospital, provide the Pediatric Transfer Hospital with a copy of the Patient’s clinical or medical records.
	8. Establish policies for (a) maintaining the confidentiality of the Patient’s medical records in accordance with applicable state and federal law, (b) maintaining the chain of custody for handing the Patient and clothing, and (c) the inventory and safekeeping of any Patient valuables sent with the Patient to the Treatment Hospital.
	9. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a Patient and a designated provider.
5. **IMPLEMENTATION; REVIEW.** If either Party changes its respective Designated Representative or its capabilities to provide Services to Patients, the Party making such change shall promptly notify the other Party. Designated Representatives shall review the Agreement once every twelve (12) months and make any necessary amendments to the Services provided or the terms and conditions of the Agreement. The Pediatric Transfer Hospital shall resubmit the Agreement to VDH for approval thirty (30) calendar days prior to the effective date of any change to the Agreement.
6. **TERM & TERMINATION.**
	1. The initial term of this Agreement shall be for a twelve (12) month period commencing on the Effective Date, unless terminated earlier by either party as provided in this Agreement. This Agreement shall renew automatically for additional twelve (12) month periods, unless written notice is given thirty (30) days before the end of any contract year during the extension period or the Agreement is terminated as provided in this Agreement.
	2. This Agreement may be terminated by either Party at any time, without cause or penalty, upon thirty (30) days’ prior written notice.
7. **NOTICES.** All notices, requests, demands, and other communication required or permitted under this Agreement shall be in writing and shall be deemed as having been duly given, made and received when personally delivered or upon actual receipt of electronic mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below. Either Party may change the address to which communications are to be sent by giving written notice of such change of address in conforming with the provisions of this paragraph and the giving of notice.

If to Transfer Hospital: Name

Title

Transfer Hospital

 Postal Address

 Electronic Mail Address

If to Treatment Hospital: Name

Title

Treatment Hospital

 Postal Address

 Electronic Mail Address

1. **[Insert Additional Boilerplate Provisions from Exhibit A as agreed to by the parties.]**

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective representatives.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PEDIATRIC TRANSFER HOSPITAL**

By:

 Printed Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TREATMENT HOSPITAL**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:

 Title: \_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**BOILERPLATE PROVISIONS FOR CONSIDERATION**

1. **TERM AND TERMINATION.** This Agreement shall automatically and immediately terminate in the event that either Party loses its accreditation from the Joint Commission on Accreditation of Healthcare Organizations or any other applicable accrediting bodies, loses its license, and/or loses it certification to participate in or is subjected to sanctions under the Medicare/Medicaid Programs.
2. **RIGHT TO CONTRACT.**  Nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other hospital while this Agreement is in effect.
3. **INDEPENDENT CONTRACTORS.**  Each Party, its employees, agents or subcontractors, shall be and at all times act as independent contractors in performing Services in connection with this Agreement. No term of this Agreement shall be construed so as to render any Party an employee, or agent of any other, nor shall this Agreement be construed as a contract for employment. Neither Party shall have nor exercise control over the manner in which the Services set out in this Agreement are rendered by the other Party, its agents, employees or independent contractors except to be sure that the other Party in rendering such Services is in compliance with the terms and obligations of this Agreement.
4. **WAIVER.**  Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.
5. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The provisions of this Section shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
6. **ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all earlier oral or written agreements between the parties. This Agreement shall not be modified except in writing signed by the parties hereto. This Agreement may each be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. **BILLING.** Each Party shall only be responsible for collecting its own bill for Services rendered to the Patient. Except by operation of a separate written agreement between the parties or except to the extent that the Treatment Hospital incurs additional costs as a result of the Transfer Hospital’s failure to accept the return of a transferred Patient as required by this Agreement, no part of this Agreement shall be interpreted to authorize either Party to look to the other Party for payment for Services rendered to a Patient transferred by virtue of this Agreement.
8. **DEBTS & OBLIGATIONS.** Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other Party to this Agreement. Each Party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other Party.
9. **RESPONSIBILITY; INSURANCE.**  The Facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder and the acts and omissions of their own employees and agents. In addition, each Party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage, with the professional liability insurance coverage being equal to or greater than the per occurrence limits established from time to by the Virginia Medical Malpractice Act and an aggregate amount equal to three (3) times such per occurrence limits.
10. **ASSIGNMENT.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
11. **COMPLIANCE WITH LAWS.** Each Party shall comply with all applicable federal and state laws, rules, and regulations, including without limitation those laws and regulations governing the maintenance of medical records and confidentiality of Patient information as well as with all standards promulgated by any relevant accrediting agency.
12. **CHANGE IN LAW.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes or otherwise significantly affects either party’s rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after said notice was given, this Agreement shall automatically terminate.