

Sexual Assault Forensic Examiner (SAFE) Hospital Designation Provider Agreement

THIS AGREEMENT, made this _____ day of _____ 20 _____, by and between The New York State Department of Health, acting by and through the Commissioner of Health ("Department"), and the

A facility licensed pursuant to Public Health Law, Article 28, hereinafter referred to as the "PROVIDER", Party of the Second Part;

WITNESSETH:

Whereas, under of the provisions of Article 28 of the New York State Public Health Law, the Department has general responsibility and jurisdiction over matters related to care provided in hospitals;

Whereas, the care to survivors of rape and sexual assault is a vital component of health care for the residents of New York; and,

Whereas, the New York State Legislature has authorized the Commissioner of Health to set standards and designate Sexual Assault Forensic Examiner (SAFE) hospitals through enactment of the Sexual Assault Reform Act; and

Whereas, the New York State Department of Health has established standards for comprehensive sexual assault forensic examination services and programs; and,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

1. The PROVIDER shall update their certificate of need and other public facing documents to indicate their status as a designated SAFE hospital facility pursuant to the provisions of Public Health Law § 2805-i.
2. The PROVIDER shall provide comprehensive services to all victims of rape and sexual assault in accordance with generally accepted standards of practice and patient services and the minimum requirements set forth by the Department. Comprehensive SAFE services shall, at a minimum, include the components of patient care described in OVAW's '*A National Protocol for Sexual Assault Medical Forensic Examinations Adults/Adolescents*', and OVAW's '*A National Protocol for Sexual Abuse Medical Forensic Examinations, Pediatric*' and the Department's '*Sexual Assault Forensic Examiner Program Standards*'.

3. The PROVIDER shall alert the State in writing of any community-based organizations and/or outside agreements assisting the PROVIDER with any component of the SAFE Hospital Program. The Provider shall maintain oversight of all component requirements of their SAFE designation all times.
4. The PROVIDER shall comply with the Codes, Rules and Regulations of the New York State Department of Health, with appropriate articles of the Public Health Law, and with all other pertinent Federal, State and local laws and regulations.
5. The PROVIDER shall notify the Department of circumstances resulting in the inability of the PROVIDER to perform activities and services required under this AGREEMENT.
6. The PROVIDER may not solely rely on any community-based organizations and/or outside agreements to perform activities and services required under this AGREEMENT and must maintain responsibility for oversight of all components requirements of their SAFE designation at all times.
7. The Department, its employees, representatives, and designees shall have the responsibility for determining adherence to this AGREEMENT, as well as the quality of services being provided. The Department shall conduct such site visits and program reviews as it deems necessary to assess the quality of services being provided and performance under this AGREEMENT.
8. The PROVIDER shall assure the Department and its authorized representatives have ready access to all project sites and all clinical and other records and reports relating to the project. The Department shall have full access to all patient medical records consistent with all legal requirements regarding patient privacy and confidentiality.
9. The PROVIDER shall make available to the Department upon request any technical data, information or materials developed for and related to the activities required under this AGREEMENT. This includes, but is not limited to, copies of studies, reports, surveys, proposals, plans, patient charts, policies and procedures, written agreements with outside entities, schedules and exhibits as may be required and appropriate to the monitoring and evaluation of activities and services required under this AGREEMENT.
10. The PROVIDER shall maintain program reports including administrative, utilization and patient care data in such a manner as to allow the identification of expenditure, revenue and utilization data associated with health care provided under this AGREEMENT. Records containing the information as described in this paragraph, including patient-specific records, shall be available at all times to the Department upon request and shall be subject to audit. Patient records shall be held by the Department in strict confidence, and patients' rights to privacy shall not be abrogated, in accordance with Article 27F of the Public Health Law and 10 NYCRR Part 63.
11. The PROVIDER shall provide the Department with reports and data, as required by the Department. All required reports and data shall be completed in a manner satisfactory and acceptable to the Department. All reports shall be provided to the Department directly from the PROVIDER and will not be accepted from any outside organization with which the PROVIDER has affiliated.
12. The PROVIDER shall indemnify and hold the Department harmless from and against any and all claims, costs, expenses (including attorney's fees), losses and liabilities of whatsoever nature arising out of, occasioned by, or in connection with the PROVIDER'S

performance under this AGREEMENT. This clause shall survive the termination of this agreement howsoever caused.

13. The Department may cancel this AGREEMENT at any time giving to the PROVIDER not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled. Cause for cancellation of this AGREEMENT shall include but not be limited to failure of the PROVIDER to comply with the terms of this AGREEMENT, including but not limited to, failure to provide care consistent with law, regulations and requirements related to SAFE programs; failure to provide the Department with accurate and timely reporting, including program data; and, failure to permit appropriate Department access to perform program and patient record reviews.
14. The PROVIDER may request cancellation of this AGREEMENT with 90 days' notice to the Department, and with submission of an acceptable transition plan, when there are extenuating circumstances adversely affecting the PROVIDER. Such cancellation must be requested in writing and include a description of the basis for the request, and shall require approval by the Department. Such approval shall not be unreasonably withheld. The PROVIDER will continue to be responsible for providing services to patients consistent with requirements for all hospitals.
15. This AGREEMENT shall be effective for the period beginning _____ and may continue in effect thereafter with the consent of both parties for three years until _____. The Department will notify the PROVIDER in advance to resubmit and sign this agreement at least 90 days before the end date.

PROVIDER

By: _____
(CEO Signature)

(Print Name)

(Title)

(Hospital Name)

(Article 28 Operating Certificate Number)

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
(Office of Public Health)