

ATTACHMENT II

**NEW YORK STATE DEPARTMENT OF HEALTH
SEXUAL ASSAULT FORENSIC EXAMINER (SAFE) PROGRAM
PROVIDER AGREEMENT**

THIS AGREEMENT, made this _____ day of _____ 20____, by and between THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Commissioner of Health (hereinafter referred to as the STATE) Party of the First Part, and the

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

W I T N E S S E T H:

Whereas, under of the provisions of Article 28 of the New York State Public Health Law, the STATE 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 hospitals as Sexual Assault Forensic Examiner (SAFE) Programs 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 provide comprehensive services to 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 the Department's *Protocol for the Acute Care of the Adult Patient Reporting Sexual Assault*, and the Department's Sexual Assault Forensic Examiner Program Standards and Requirements, which are attached hereto and hereby made a part of this AGREEMENT.

2. 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.
3. The PROVIDER shall notify the STATE of circumstances resulting in the inability of the PROVIDER to perform activities and services required under this AGREEMENT.
4. The STATE, 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 STATE 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.
5. The PROVIDER shall assure the STATE and its authorized representatives have ready access to all project sites and all financial, clinical and other records and reports relating to the project. The STATE shall have full access to all patient medical records consistent with all legal requirements regarding patient privacy and confidentiality.
6. The PROVIDER shall make available to the STATE 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, schedules and exhibits as may be required and appropriate to the monitoring and evaluation of activities and services required under this AGREEMENT.
7. The PROVIDER shall maintain program reports including financial, 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 STATE upon request and shall be subject to audit. Patient records shall be held by the STATE 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.
8. The PROVIDER shall provide the STATE 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 STATE.
9. The PROVIDER shall indemnify and hold the STATE 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.
10. The STATE 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.
11. The PROVIDER may request cancellation of this AGREEMENT with 90 days notice to the STATE, 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 STATE. 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.
 12. This AGREEMENT shall be effective for the period beginning _____ and may continue in effect thereafter with the consent of both parties.

PROVIDER

By: _____
(Signature of CEO)

(Print Name)

(Title)

(Facility Name)

Article 28 Operating Certificate Number

THE PEOPLE OF THE STATE OF NEW
YORK

By: _____
Division of Family Health