

## Sexual Assault Forensic Examiner (SAFE) Training Program Provider Agreement

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THIS AGREEMENT is 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

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(“PROGRAM”), collectively referred to as “the Parties.”;

### 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; and

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 for the care and treatment of victims of sexual assault, as well as to certify sexual assault forensic examiners 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 for certification of sexual assault forensic examiners; and

Whereas, the New York State Department of Health has established minimum standards for didactic and clinical training of certified sexual assault forensic examiners, and requires that such training occur in a program approved by the Department; and

Whereas, the PROGRAM plans to offer didactic and clinical training and to work collaboratively with local SAFE medical directors to ensure that SAFE trainees receive comprehensive didactic and clinical training before practicing independently and has expressed an interest in being approved by the Department as a program which meets the minimum standards for didactic and clinical training for certified sexual assault forensic examiners;

NOW, THEREFORE, the parties agree as follows:

1. The PROGRAM agrees to provide comprehensive didactic and clinical training to individuals that are consistent with the Department's standards and required course content, and with generally accepted standards within the field, including forensic Nurse Education guidelines by the International Association of Forensic Nurses.
2. The PROGRAM agrees to provide comprehensive didactic and clinical training to individuals consistent with the curriculum, course schedule, teaching strategies and other material submitted to, and approved by, the Department.
3. The PROGRAM agrees to utilize instructors who have demonstrated training experience and expertise in the field of forensic science and sexual assault. At least one faculty member must possess current DOH certification as a sexual assault forensic examiner and presently provide SAFE services; The PROGRAM agrees to update the curriculum and associated materials as needed to reflect new medical and forensic standards for the care and treatment of victims of sexual assault, and agrees to provide such curriculum changes and associated materials to the DEPARTMENT for review on request;
4. The PROGRAM agrees to keep an accurate record of attendance for each segment of the course, utilize regular evaluation, including pre- and post- testing of participants, and maintain as well as issue documentation of completion to each participant who has completed the didactic and clinical training for sexual assault forensic examiners;
5. The PROGRAM agrees to provide individuals with continuing education credits upon completion of the training program.
6. The PROGRAM agrees to provide to the department an annual report with information on all individuals who successfully completed the program.
7. The PROGRAM agrees to assist individuals who have completed the training program with establishing a preceptorship, to the best of their ability given local resources.
8. The PROGRAM agrees to provide the DEPARTMENT with ready access to any and all training sites while training is being conducted and to any and all written curricula, course schedules, faculty credentials and related information, records, reports, and other relevant materials, on request;
9. The PROGRAM shall notify the DEPARTMENT of circumstances resulting in the inability of the PROGRAM to perform activities and services required under the AGREEMENT;
10. The PROGRAM shall make available to the DEPARTMENT upon request any technical or course evaluation data, including, but not limited to, the number of individuals trained or the results of pre- and post-training testing related to the training program;
11. The PROGRAM 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 PROGRAM performance under this AGREEMENT. This clause shall survive the termination of this agreement howsoever caused.
12. Upon approval of the submitted course curriculum, course schedule, teaching strategies and other required materials, satisfactory demonstration of the PROGRAM's ability to comply with all requirements of this agreement, and execution of this agreement by both parties, the DEPARTMENT agrees to provide Program with an approval letter stating that

the training program meets the minimum standards and requirements for didactic and clinical training for certified sexual assault forensic examiners;

13. The DEPARTMENT, its employees, representatives and designees shall have the responsibility for determining adherence to this and may require immediate remedial action to ensure that such PROGRAM is provided in a manner which is consistent with this agreement;
14. The DEPARTMENT may cancel this AGREEMENT at any time giving to the PROGRAM 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 PROGRAM to comply with the terms of this AGREEMENT, including but not limited to failure to provide training consistent with standards and failure to provide program data as specified in the annual report;
15. The PROGRAM may request cancellation of this AGREEMENT when there are extenuating circumstances adversely affecting the PROGRAM. 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.
16. 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 .

PROGRAM

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Facility Name)

THE NEW YORK STATE DEPARTMENT OF HEALTH

By: \_\_\_\_\_  
(Office of Public Health)