

**TRAINING AFFILIATION AGREEMENT
BETWEEN
60TH MEDICAL GROUP
AND
(NAME OF AFFILIATING INSTITUTION)**

I. Background:

1. This agreement is entered into by and between 60th Medical Group, David Grant USAF Medical Center, 101 Bodin Circle, Travis AFB, CA 94535 hereafter referred to as “DGMC” and (Name and Address of Non-Federal of Affiliating Institution).
2. DGMC and the (trustees, administrators, etc.) of the (name of affiliating institution) have established approved professional programs that have been accredited by (accrediting agency/ies). The program curricula require specialized clinical training in preparation for (degree or certificate awarded). It is to the mutual benefit of (name of affiliating institution) and DGMC to affiliate their program curricula and provide the necessary specialized clinical training.
3. The specific nature of this program is to train (type of trainees) in (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is in the best interest of the US Air Force for (category) trainees to use the clinical facilities of (name of affiliating institution) to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future (medical specialty/category) in the US Air Force. It is also to the benefit of (name of affiliating institution) to receive and use the trainee’s clinical experience and performance. DGMC and the Department of the Air Force will likewise benefit from making clinical facilities available to (category) trainees of the (name of affiliating institution).

II. Understanding: The parties acknowledge and agree to the following:

1. While training at (name of affiliating institution), the Air Force trainees will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution’s program director and/or designated official for the residency, course or program) who are employees of the (name of affiliating institution).
2. While training at DGMC, the (name of affiliating institution) trainees will be under the supervision of DGMC officials for training purposes and will be subject to, and be required to abide by all DGMC rules and applicable instructions.
3. *If the training is part of or an ACGME or CODA Program add:* DGMC and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education (ACGME), Commission on Dental Accreditation (CODA), and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.

4. In the event the (name of affiliating institution) assigns the Air Force trainees to any other facility than that of the (name of affiliating institution) for clinical training, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education, Commission on Dental Accreditation, and Residency Review Committee guidelines are adhered to while the Air Force trainees participate at that facility. While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for said Air Force trainees, covering liability for personal injury or property damage resulting from participation by the Air Force trainees at that facility.

5. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement, other than expenses incidental to the supervision of the trainees of the (name of affiliating institution). The use of government -owned property by the trainees of the (name of affiliating institution) is primarily to further their training. Any work benefits that DGMC and Department of the Air Force receive are incidental to this training, and trainees of (name of affiliating institution) will not be compensated.

6. *If applicable add:* All trainees who will provide health care to patients under the age of 18 on a regular basis will submit to a state criminal history repository (SCHR) check as indicated by Department of Defense Instruction 1402.5. The necessary contact information to complete the SCHR will be provided by DGMC (DoDI 1402.5, Enclosure 8), and will be completed by the trainee/civilian institution in a timely manner. The trainee and/or (name of affiliating institution) agrees to pay all expenses associated with completion of this background check for each trainee for whom a background check is performed.

7. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.

8. The number and assignment of trainees will be mutually agreed upon between DGMC and (name of affiliating institution) prior to beginning of each training period. The (name of affiliating institution) and DGMC each reserve the right to refuse acceptance of any trainee and or bar any trainee from its facility when it is determined that further participation would not be in the best interest of the (name of affiliating institution) or DGMC.

9. Neither DGMC nor the (name of affiliating institution) will use each other's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.

10. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement (See Attachment)

11. With respect to implementation of this agreement, the (name of affiliating institution) and DGMC, both of which are hereinafter referred to as "supervising-institution" under this paragraph, specifically agree to:

- a. Make available it's clinical and related facilities needed for training under this

agreement.

b. Arrange schedules that will not conflict with other education programs and orderly operation of the supervising-institution.

c. Designate the necessary number of officials to coordinate and supervise the trainee's clinical learning experience during the trainee's rotation at the supervising-institution's facilities. Such coordination will involve planning with the trainee's own institution's faculty or professional staff for the assignment of the trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of the supervising-institution. The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the trainees, and shall have the authority for the day-to-day operations of this rotation at the supervising-institution's facilities.

d. Provide training on its HIPAA policies and procedures to those who will be working in the facility. The trainees shall abide by the supervising-institutions' HIPAA policies. No protected healthcare information is anticipated to be exchanged between DGMC and the (name of affiliating institution). Trainees will not further use or disclose information outside of the supervising institution. It is understood that trainees are considered members of the supervising institutions' workforce while receiving clinical training pursuant to this agreement, and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

e. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty.

f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the supervising- institution's education programs.

g. Provide emergency medical and dental treatment to trainees while at the supervising-institution for training. The reasonable cost of such treatment will be assessed in accordance with the rendering institution's applicable rules and regulations, and will be paid for by the trainee or the trainee's respective institution.

h. Arrange the necessary access to the clinical facilities, including necessary parking or base permits, and access to the administrative privileges typically enjoyed by the institution's professional staff.

i. Prohibit trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by DGMC and the (name of affiliating institution).

12. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury

or property damage, including expense of defense of any such liability claims or actions, resulting from participation by the trainees under this agreement. For purposes of liability, the trainees from (name of affiliating institution) being trained in Air Force facilities will be considered employees of the United States for purposes of the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b), 2671-2680. And, the USAF trainees will be considered employees of the (name of affiliating institution) for purposes of liability and the (name of affiliating institution) agrees to provide professional liability (malpractice) coverage in amounts that are reasonable and customary for the appropriate specialty, covering liability for personal injury or property damage including expense of defense of any such liability claims or actions resulting from participation by the trainees under this agreement. The (name of affiliating institution)'s liability coverage may come from any source, but shall clearly cover the Air Force and trainees for all claims or lawsuits arising out of their participation under this agreement, regardless of when the claim or lawsuit is filed. The source of this coverage by (name of affiliating institution) shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the Air Force trainees, then (name of affiliating institution) will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the change intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to DGMC and such documentary proof will be attached to this agreement.

13. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force trainee for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force trainee's professional duties while acting under the control of the (name of affiliating institution) and its employees.

14. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; DGMC shall have no right or claim to such proceeds.

15. It is understood that while assigned to (name of affiliating institution) and performing services pursuant to this agreement, the Air Force trainees remain employees of the United States performing duties within the course and scope of their federal employment. Consequently, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the Air Force trainees while acting within the scope of their duties pursuant to this agreement.

16. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing

and be signed by both parties.

17. The terms of this agreement will commence as of the date signed by both parties and after approval by HQ USAF/SG1N, and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of Air Force mission requirements.

Graduate Medical Education/ SGT
David Grant USAF Medical Center
101 Bodin Circle
Travis AFB, CA 94535-1800

Date: _____

By: _____
RAWSON L. WOOD, Col, USAF, MC, SFS
Commander, 60th Medical Group
David Grant USAF Medical Center

(Address of Affiliating Institution)

Date: _____

By: _____
Signature and Title of Official Authorized To
Approve Agreement for Affiliating Institution

TRAINEE AGREEMENT ADDENDUM

(Applies to civilian trainees participating in training at DGMC):

I am a trainee bound by this Training Affiliation Agreement between David Grant USAF Medical Center and **(Name if Affiliating Institution)**. In consideration of being allowed to participate in this agreement I note that I am aware of the rules concerning automobile liability insurance, and, if I drive my private automobile on base, I will register it with base authorities and maintain the required liability insurance. I specifically agree and understand that I will receive no monetary compensation whatsoever from the United States for this training.

(Trainee Signature)

(Date)

(Applies only to USAF trainees participating in a civilian training program during their off-duty time at DGMC):

I and my preceptor understand that my training hours must be completed in off-duty status. Training will not interfere with completion of military duties. While training, I will be acting only in my capacity as a civilian student, not as an active duty military member. Any privileges such as access to facility information systems that would not be made available to non-military students may not be accessed when I am in student status. In order to clearly identify myself as a student during clinical rotations, my preceptor and I agree that I will wear appropriate professional civilian attire and my school-approved name tag. I and my preceptor understand that during my student role, I may not train in any unit to which I am assigned as an active duty member. I also understand that by allowing an active duty military member to complete training in this facility, the Air Force is not making any representation that the trainee will be allowed to practice in an advanced practice role after completion of the training.

(Trainee Signature)

(Date)