

**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 affiliating institution).
2. The (trustees, administrators, etc.) of the (name of affiliating institution) have established an approved professional program that has been accredited by (accrediting agency/ies). The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).
3. The specific nature of this program is to train (number of civilian trainees involved) in (brief overview of functions to be accomplished) while utilizing (work areas to be utilized) at DGMC over a period of (state time frame of training).
4. It is in the best interest of the (name of affiliating institution) and its trainees to use the clinical facilities at DGMC to receive their clinical experience. DGMC and the U.S. Air Force will benefit from making clinical facilities available to trainees of the (name of affiliating institution). DGMC will use the trainees’ clinical experience and performance while contributing to the educational preparation of future (medical specialists/category).

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

1. 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 regulations.
2. There will be no training expense to the Air Force for trainees of the (name of affiliating institution) who participate in this program other than expenses incidental to their supervision. The use of government-owned property by the trainees is primarily to further their training. Any work benefits that DGMC and U.S. Air Force receive are incidental to this training, and trainees of (name of affiliating institution) will not be compensated.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
4. 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. DGMC reserves the right to refuse acceptance of any trainee in this training program and or to bar any trainee when it is determined that further participation would not be in the best interest of DGMC.

5. *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.
6. The (name of affiliating institution) will not use DGMC's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
7. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement. (See Attachment)
8. In addition to other provisions in this agreement, DGMC specifically agrees to:
- a. Make available the clinical and related facilities needed for training.
 - b. Arrange schedules that will not conflict with other education programs.
 - c. Designate an official to coordinate the trainee's clinical learning experience. Such coordination will involve planning with the (name of affiliating institution)'s faculty or professional staff for the assignment of their trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of DGMC.
 - d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty and/or staff supervisors.
 - e. 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 (name of affiliating institution)'s education programs.
 - f. Provide emergency medical and dental treatment to trainees while at DGMC for training. The cost of such treatment will be paid by the trainee or (name of affiliating institution).
 - g. Allow faculty/trainees access to the hospital dining facilities at their own expense.
 - h. Provide guidance and instruction as long as the instruction and presence of trainees do not interfere with official duties and training of military personnel.
 - i. Arrange with the installation commander to allow faculty/trainees access to the base.
9. In addition to other provisions of this agreement, the (name of affiliating institution) specifically agrees to:

- a. Provide faculty or staff members who will be responsible for instruction and/or supervision of the trainees' clinical learning experiences (if applicable), and coordinate with the designated DGMC official the assignment that will be assumed by the trainees and their attendance at selected conferences, clinics, courses and programs conducted under the direction of DGMC.
- b. Ensure trainees' compliance with all DGMC's rules and applicable instructions.
- c. ***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.
- d. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.
- e. Require all faculty/trainees who operate an automobile on Travis AFB to maintain the minimum statutory requirements of local and state law and Air Force regulations on automobile liability insurance.
- f. Prohibit their 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)**.
- g. 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 legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by **(name of affiliating institution)**'s trainees and/or faculty under this agreement. This coverage may come from any source, but shall clearly cover the **(name of affiliating institution)**'s faculty and trainees for any claim or lawsuit arising out of their participation at DGMC, regardless of when the claim is actually filed. The source of this coverage 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 to their faculty and 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.
- h. The **(name of affiliating institution)** and their trainees and faculty further agree not to seek indemnification from either the United States or US Air Force for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of

their trainee’s or faculty’s professional duties while training at DGMC.

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

11. 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.

12. The terms of this agreement will commence as of the date signed by both parties and 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: _____
MICHAEL J. HIGGINS, Col, USAF, MC,
FS, Commander, 60th Medical Group
David Grant USAF Medical Center

(Address of Affiliating Institution)

Date: _____

By: _____
Signature and Title of Official Authorized to

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)