

**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. The (trustees, administrators, etc.) of the (name of affiliating institution) have established an approved professional program that has been accredited by (accrediting agency/ies), [or have agreed to allow a rotation at the (name of affiliating institution) in furtherance of an approved Air Force residency program]. The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).
3. Under the terms of this agreement, DGMC faculty or staff members will use the facilities of the (name of affiliating institution) to train Air Force (category) 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 Air Force for its faculty or staff members to use the clinical facilities of (name of affiliating institution) in furtherance of an approved Air Force residency program for the clinical experience of Air Force (category) trainees in (state specialty). This clinical experience is invaluable to the educational preparation of future (medical specialty/category) in the Air Force. It is to the benefit of (name of affiliating institution) to receive and use the faculty or staff members’ and trainees’ clinical experience and performance.

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

1. While at (name of affiliating institution), the Air Force faculty or staff members 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). While at the (name of affiliating institution), the Air Force faculty or staff members will perform clinical care and training under the control and supervision of the Program Director of (name of affiliating institution’s program director), or the Director’s designee, and will be subject to, and be required to abide by, all facility rules and applicable regulations.
2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.
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 Air Force faculty or staff members will be mutually agreed upon between DGMC and (name of affiliating institution) prior to beginning of each training period. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force faculty or staff members and/or bar any faculty or staff members when it is determined that further participation would not be in the best interest of the (name of affiliating institution).
5. 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.
6. 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.
7. In the event the (name of affiliating institution) assigns the Air Force faculty or staff members to any other facility than that of the (name of affiliating institution) in furtherance of the clinical program contemplated under the terms of this agreement, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education and Residency Review Committee guidelines are adhered to while the Air Force trainees and faculty or staff members 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 faculty or staff members at that facility.
8. In addition to other provisions in this agreement, (name of affiliating institution) 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. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Air Force faculty or staff members.
 - d. Grant Air Force faculty or staff members administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
 - 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 DGMC's education programs.
 - f. Provide emergency medical and dental treatment to Air Force faculty or staff members while at the (name of affiliating institution) under the terms of this agreement. The reasonable cost of such treatment will be paid by the United States Air Force.

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 the Air Force faculty or staff members under this agreement. This coverage may come from any source, but shall clearly cover the Air Force faculty and trainees for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or lawsuit 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 the Air Force faculty, 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) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force faculty or staff members 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 or designees.

9. In addition to other provisions of this agreement, DGMC specifically agrees to:

a. Provide faculty or staff members who will coordinate the Air Force trainees' educational activities and assignments while at the (name of affiliating institution), including their attendance at selected conferences, clinics, courses and programs conducted under the direction of (name of affiliating institution).

b. Insure Air Force faculty's and/or staff members' compliance with all (name of affiliating institution)'s rules and applicable instructions.

c. Be responsible for health examinations and such other medical examinations and protective measures necessary for its faculty or staff members.

d. Prohibit Air Force 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).

10. 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.

11. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of [redacted] shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, the Air Force faculty or staff members remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, 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 available to the United States will apply to allegations of negligence or wrongful acts or omissions by Air Force faculty or staff members while acting within the scope of their duties pursuant to this agreement.

12. 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.

13. It is understood that Air Force faculty or staff members shall abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between DGMC and (name of affiliating institution). Air Force faculty or staff members will not further use or disclose information outside of (name of affiliating institution). It is understood that Air Force faculty or staff members are considered members of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement and so do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

14. 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, 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