

**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) to allow (name of USAF staff member) to use the facilities of the (name of affiliating institution) for proficiency training in (specialty/category).
2. The (name of affiliating institution) has an established clinical practice in (specialty/category) and is accredited by (accrediting agency/ies). It is in the best interest of the US Air Force for (name of USAF staff member) to use the clinical facilities of (name of affiliating institution) to maintain [his/her] clinical experience in (specialty/category), which is otherwise not attainable within DGMC. Proficiency training in (specialty/category) is invaluable to US Air Force mission requirements.
3. Under the terms of this agreement, (name of USAF staff member) will use the (work areas to be utilized) at the (name of affiliating institution) to train (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is to the benefit of (name of affiliating institution) to receive and use the (name of USAF staff member)’s clinical experience and performance.

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

1. While performing clinical care and training at the (name of affiliating institution), (name of USAF staff member) will be under the control and supervision of (name of affiliating institution), specifically (name of affiliating institution’s Chief of (specialty clinic and/or designated official), who are employees of the (name of affiliating institution). (Name of USAF staff member) will also 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 (name of affiliating institution) reserves the right to refuse acceptance of any Air Force staff members and or bar any 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 regarding this agreement.
6. 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. Provide reasonable office, storage, dressing and locker room space, and all other administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
 - c. 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.
 - d. Provide emergency medical and dental treatment to the Air Force staff member 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.
 - e. 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 staff member under this agreement. This coverage may come from any source, but shall clearly cover the Air Force staff member 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 staff member, 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.
 - f. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force staff member for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force staff member's professional duties while acting under the control of the (name of affiliating institution) and its employees or designees.
7. In addition to other provisions of this agreement, DGMC specifically agrees to:
 - a. Ensure the Air Force staff member's compliance with all (name of affiliating institution)'s rules and applicable instructions.

b. Be responsible for health examinations and such other medical examinations and protective measures necessary for its staff member.

c. Prohibit the Air Force staff member from publishing any materials developed as a result of [his/her] clinical experience that has not been approved for release, in writing, by DGMC and the (name of affiliating institution).

8. 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.

9. It is understood that the Air Force staff member 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 staff members will not further use or disclose information outside of (name of affiliating institution). It is understood that the Air Force staff member is considered a member of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement, and does not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

10. 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 ____ shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, (name of USAF staff member) remains an employee 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 the Air Force staff member while acting within the scope of duties pursuant to this agreement.

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 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