

TRAINING AFFILIATION AGREEMENT  
BETWEEN  
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO  
AND  
SAN ANTONIO FIRE DEPARTMENT  
AND  
SAN ANTONIO UNIFORMED SERVICES HEALTH EDUCATION CONSORTIUM

I. BACKGROUND

1. This Training Affiliation Agreement (Agreement) is entered into by and between The University Of Texas Health Science Center At San Antonio, hereafter **UTHSCSA**, San Antonio Fire Department, San Antonio, Texas, hereafter **SAFD**, and San Antonio Uniformed Services Health Education Consortium, hereafter **SAUSHEC**. UTHSCSA, SAFD and SAUSHEC are hereafter sometimes referred to individually as a “Party” and collectively as the “Parties”.
2. The SAUSHEC is a joint military service activity consisting of Brooke Army Medical Center and the 59th Medical Wing. It is an entity of the US Department of Defense that provides unified and central management and administration for the military graduate medical education programs that are based in San Antonio, Texas. For purposes of this Agreement, all references to SAUSHEC shall include by implication the United States and all its instrumentalities.
3. SAUSHEC has established approved professional programs that have been accredited by the Accreditation Council for Graduate Medical Education. The program curricula require special clinical training in preparation for completion of residency/fellowship programs and in preparation for various specialty boards. Residents and fellows who will be trained under this Agreement must be on active duty in the United States military or other US federal employees. The specific nature of this program is to provide for training of a mutually agreed upon number of students in their specific fields and to accomplish required program objectives in the interests of patient care, training skills, and medical knowledge while utilizing the facilities of UTHSCSA and SAFD.
4. It is in the best interest of SAUSHEC for its trainees to use the clinical facilities of UTHSCSA and ride in SAFD emergency medical vehicles/ambulances to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future medical professionals in the Department of Defense. It is to the benefit of UTHSCSA and SAFD to receive and use the trainees’ clinical experience and performance.
5. UTHSCSA has an existing agreement to provide physician medical direction and authorization for emergency medical care and transportation.

II. UNDERSTANDING: The Parties acknowledge and agree to the following:

1. While training under this agreement, SAUSHEC trainees will perform clinical care and

training under the control and supervision of UTHSCSA, or the EMS Medical 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 SAUSHEC 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 trainees will be mutually agreed upon between SAUSHEC, UTHSCSA and the SAFD prior to the beginning of each training period. A Program Letter of Agreement (PLA) outlining specific goals and requirements for this rotation will be executed between the director of the SAUSHEC Program, UTHSCSA, and SAFD clinical point of Contact. The PLA will include a basic outline of the anticipated training, and supervision standards to be employed, and any other issues required by the Emergency Medicine Residency Review Committee.

5. UTHSCSA and SAFD will not use SAUSHEC's name in any of their publicity or advertising media. However, specified programs may be made known to trainees and prospective trainees.

6. SAUSHEC, UTHSCSA and SAFD will abide by all requirements of the ACGME, and the Residency Review Committee (RRC) involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.

7. In addition to other provisions in this agreement, UTHSCSA and SAFD 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 the EMS Medical Director or his/her designee, to coordinate and supervise the SAUSHEC trainees' clinical learning experience during the trainees' rotation. Such coordination will involve planning with the UTHSCSA and SAFD faculty or professional staff for the assignment of SAUSHEC trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of UTHSCSA and SAFD. The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the SAUSHEC trainees, and shall have the authority for the day-to-day operations of this rotation at the UTHSCSA and SAFD.

d. In the event the UTHSCSA and SAFD assigns SAUSHEC trainees to any other facility than that of the UTHSCSA and SAFD for clinical training, the UTHSCSA and SAFD shall ensure that ACGME and RRC guidelines are adhered to while the SAUSHEC trainees participate at that facility.

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

f. Grant SAUSHEC trainees necessary administrative privileges to meet the training goals typically enjoyed by the UTHSCSA and SAFD's professional staff. For example, computer access, desk, phone, and parking permit.

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

h. Provide emergency medical and dental stabilization and transport of SAUSHEC trainees while at the UTHSCSA and SAFD for training.

8. In addition to other provisions of this Agreement, SAUSHEC specifically agrees to:

a. Designate an official to coordinate the trainees' clinical learning experience. Such coordination will involve planning with UTHSCSA faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of UTHSCSA. This designated official also will complete a timely evaluation of each trainee's performance after the completion of training. This evaluation will be in a format that is mutually acceptable to the Parties.

b. Provide and maintain accurate personnel records and reports developed during the course of SAUSHEC trainees' clinical experience.

c. Ensure SAUSHEC trainees' compliance with all UTHSCSA and SAFD rules and applicable instructions.

d. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

e. Prohibit SAUSHEC trainees from publishing any materials developed as a result of their clinical experience that has not been approved for release in writing by SAUSHEC and UTHSCSA.

f. Ensure SAUSHEC trainees execute the trainee release document attached to this Agreement, releasing SAFD from liability for injuries to trainees.

9. It is understood that UTHSCSA and/or SAFD may generate appropriate bills for Hospital services rendered by SAUSHEC trainees training at UTHSCSA and SAFD, and UTHSCSA and/or SAFD may generate appropriate bills for the provider services rendered by SAUSHEC trainees 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 UTHSCSA and/or SAFD as applicable; SAUSHEC shall have no right or claim to any of such proceeds.

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 Texas shall apply. Consequently, while assigned to UTHSCSA and SAFD and training pursuant to the terms of this Agreement, SAUSHEC trainees 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 SAUSHEC trainees while acting within the scope of their duties pursuant to this Agreement.

11. It is expressly agreed that this Agreement 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 each Party.

12. UTHSCSA and SAFD agree to provide training on its HIPAA policies and procedures to those trainees who will be working in the facility and/or riding in the emergency vehicle. SAUSHEC trainees shall abide by the UTHSCSA and SAFD HIPAA policies. No protected healthcare information is anticipated to be exchanged between SAUSHEC and the UTHSCSA and SAFD. It is understood that trainees are considered members of the UTHSCSA and SAFD's 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.

13. The terms of this agreement will commence as of the date fully executed by the last Party do so and will remain in effect for five years unless otherwise amended, modified, or terminated according to the relevant provisions contained herein. Termination by any Party will require written notification be sent by registered mail thirty (30) days prior to the termination date. It is understood that the SAUSHEC Dean will have the right to terminate the Agreement without such required notice at any time, if such termination is determined to be necessary in the interests of mission requirements.

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Point of Contacts for:

San Antonio Uniformed Services Health  
Education Consortium

The University of Texas Health Science Center  
at San Antonio

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EMERGENCY MEDICAL SERVICES

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Signatures on Page Following

SIGNATURE PAGE TO  
TRAINING AFFILIATION AGREEMENT

**SAN ANTONIO UNIFORMED SERVICES  
HEALTH EDUCATION CONSORTIUM**

**THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT  
SAN ANTONIO**

\_\_\_\_\_  
Woodson Scott Jones, M.D.  
Dean

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Andrea M. Marks  
Vice President, Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Lance C. Villers, MA, LP  
Chair, Department of EHS

\_\_\_\_\_  
Sheryl Sculley  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAN ANTONIO FIRE DEPARTMENT  
EMERGENCY MEDICAL SERVICE**

\_\_\_\_\_  
David A. Miramontes, M.D.  
EMS Medical Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles N. Hood  
Fire Chief

\_\_\_\_\_  
Date